City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, August 27, 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 24-499 Approval of the August 27, 2024, Regular City Council Meeting Agenda as written or with amendments.

Attachments: 08-27-2024 Short Agenda.pdf

MINUTES:

II.2(a) 24-501 Approval of the July 9, 2024, Regular City Council Meeting minutes as written or with amendments.

Attachments: 07-09-2024 Minutes ADA.pdf

Exhibit A - M2 Zoning District Zoning Text Amendment.pdf

III. AWARDS AND PRESENTATIONS:

III.1 24-405 Presentation by Mark Rendell, Superintendent, Brevard County Schools

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 24-446 Approve the FY 2025 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements, Funding of $131,713, pending the Adoption of the FY25 Budget.

Attachments: 25MCJFA0012_00_dfs.pdf

V.2 24-465 Council approval on the grant application to the Florida Department of Environmental Protection for the purpose of amending the existing grant (Agreement # 24PLN48) in the amount of $11,300 for additional services not provided under the first grant Scope of Services. Authorize the City Manager to negotiate and execute the task order.

Attachments: City of Cocoa - Vulnerability Assessment Additional Services (2024.08.07) - Rec

24PLN48 - City of Cocoa Comprehensive Vulnerability Assessment - Signed 5-2

TO-EXP 2024-06 $74945.50 - CS.pdf

Internal Grant Application - Resilient Florida Grant Additional SIGNED.pdf

V.3 24-487 Council Approval of a Resolution Amending the Fiscal Year 2024 Budget, BAF#24-124-A in the amount of $63,200 to cover the private provider services in the Building Permits Fund through September 30th.

Attachments: Budget Resolution FY 2024-081 ADA Compliant.docx

BAF 24-124-A-CS-Building Official Services (8-27-24) Agenda 24-487.pdf

Partially Executed Piggyback Contract CAP.pdf

CAP Government Price Sheet.pdf

V.4 24-491 Requesting settlement authority for the tentative settlement agreement between City of Cocoa Police Officer Joshua Roane and the City of Cocoa authorizing the payment of the Workers' Compensation settlement.

Sponsors: Director

V.5 24-492 Approve Resolution #24-080 Amending Fiscal Year 2024 Budget, BAF #24-126-A; requesting settlement approval for the tentative settlement agreement between former City of Cocoa employee Jeannie Linkenhoker and the City of Cocoa authorizing the payment of the Workers' Compensation settlement.

Sponsors: Director

Attachments: Budget Resolution FY 2024-080 ADA Compliant.docx

BAF 24-126-A-FN Reserves to Cover WC Settlements (08-27-24) Agenda #24-4

V.6 24-497 Approval of the revised Emergency Pay Policy.

Sponsors: Director

Attachments: Emergency Pay Policy (DRAFT Changes 8-27-24).pdf
Emergency Pay Policy (FINAL 8-27-24).pdf

MULTI-YEAR CONTRACTS:

V.7(b) 24-447 To Approve the Second Amendment to Purchase Agreement to RFQ-20-03-COC with Jacobs Engineering Group Inc. for Engineering Services for Water System to Initiate the Second Two-Year Term Renewal Option, and to Increase the Cost Limitation in Compliance with the Consultants' Competitive Negotiation Act (CCNA) Statute

Attachments: 2nd Amendment RFQ 20-07_17-24.pdf
AGREEMENT.pdf
COI Jacobs exp 7-1-25.pdf
1st Amendment to Agreement.pdf

V.8(b) 24-489 Approve a multi-year contract for Building Services with CAP Government, LLC, piggy-backing off the City of Palm Bay contract IFB-09-0-2021/SZ and authorize the City Manager to sign contract amendments or renewals. Authorize the City Manager to transfer up to $154,000 in the Building Permit Fund from personal services to contractual services to provide budget for the cost of additional professional services for building permits.

Attachments: PARTIALLY EXECUTED Piggyback Contract No. IFB No. 09-0-2021SZ.pdf
Rates - City of Palm Bay ITB 09-0-2021.SZ.pdf
City of Palm Bay Agreement 03.20.2021 - 03.19.2022 with 4 (1yr) Extensions.pd
City of Palm Bay - Amendment No. 3 - Renewal 03.20.2024 - 03.19.2025.pdf

VI. PUBLIC HEARINGS:

VI.1 24-474 Consideration of an appeal of a Board of Adjustment decision approving a Special Exception for a bar or lounge in the CBD-CVO zoning district and the Cocoa Village Subdistrict in accordance with Appendix A, Zoning, Article XI, Section 13(C) and Section 22 (F) of the City of Cocoa Code. The City Council shall conduct the appeal hearing in accordance with Appendix A, Zoning, Article XVIII, Section 1. .

Attachments:
- Location Map - 638 Brevard Ave.pdf
- FLU Map - 638 Brevard Ave.pdf
- Zoning Map - 638 Brevard Ave.pdf
- 24-02500002_638 Brevard Ave_First Greenwood Appeal.pdf
- 24-02500002_638 Brevard Ave_Greenwood Amended Farm Bar Appeal.pdf
- Staff Report to BOA Farm Bar May 15,24.docx
- BOA SPX Application.pdf
- Conceptual Plan.pdf
- 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 .pdf

VI.2 24-475 Consideration of a Land Development Code Amendment to Appendix A, Article XI, Sections 4a and 22 of the Zoning Ordinance of the City of Cocoa 1) to allow for Neighborhood Commercial, Mixed-Use development, and public parking on certain, very limited properties within the Consent Decree area, also known as the Heart of Cocoa, consistent with the Substitute Consent Decree, and amending the list of permitted and special exception uses and 2) building types permitted for those certain properties authorized for Neighborhood Commercial and Mixed-Use development within the Heart of Cocoa subdistrict of the Cocoa Waterfront Overlay; 3) amending the bulk regulations for single-family, duplex, triplex, and fourplex development in the Consent Decree area; 4) amending the minimum yard setbacks in the Consent Decree area.

Attachments:
- Ordinance 11-2024 Revising RU-2-10 Authorizing Mixed Use and Amending Se
- Exhibit A FINAL Cocoa GIS Regulating Plan Map August 6 2024.pdf
- Exhibits B-F FINAL (8-7-24).pdf
- Consent Decree Future Land Use Map.pdf
- Consent Decree Zoning Map.pdf
- Houston Substitute Consent Decree
- Attachment 1 - Update on Heart of Cocoa Substitute Consent Decree 03-2018.p
- FL ad 10486298.pdf

VII. COUNCIL BUSINESS:

VII.1 24-424

Attachments: Cost Aff -$2677.50.xlsx
10. LR Staff Report.docx
LR App.pdf
1. NOV.docx
2. NOH(2).docx
2. NOH.docx
BCPAO(3).pdf
8. Facts.pdf
4. NOHNC.docx
4. NOHNC(2).docx
9. Order.pdf

VII.2 24-425 Approve the current Code Enforcement Lien for the property located at 803 Kensington Dr, be reduced to ***$4,654.71*** as recommended by the Code Enforcement Board.

Attachments: 8. LR Staff Report.docx
Cost Aff -$3154.71.xlsx
LR Appl..pdf
BCPAO.pdf
1. NOV.docx
2. FNOV.docx
3. NOH.docx
5. Facts.pdf
6. NOHNC.docx
7. Order.pdf

VII.3 24-471 Consider the appointment of Qualified Candidate Patricia Weeks to fill the vacancy and unexpired term of City Council District 3 Seat through November, 2024.

Attachments: Legislation Text - 24-417.pdf
FL Today Ad.pdf
2024-069 (Declaring District 3 Council Seat Vacant).pdf
Application for Vacancy.pdf

VII.4 24-496 Consider the Donation Application for Cocoa Youth Athletics Corporation in the amount of $1,000.

Attachments: City of Cocoa_Donation Application Form 2024 CYAC.pdf

VIII. CITY BUSINESS:

VIII.1 24-468 Approve the Final Assessment Resolution 2024-078 for Fire Protection, for Fiscal Year 2025.

Attachments: fy25_cocoa_fire_assessment_tech_memo_20240711.pdf
Final Fire Assessment Resolution 24-078.docx
FT Proof of Publication.pdf
AFFIDAVIT OF MAILING Fire Assessment Resolution.docx.pdf
DR-408A Certificate to Non-AD Valorem (Fire).pdf

VIII.2 24-469 Approve the Final Assessment Resolution 2024-079 for Stormwater Utility Services, Fiscal Year 2025.

Attachments: fy24_cocoa_stmwtr_final_report.pdf
2024-079 Final Stormwater Resolution .docx
FT Proof of Publication.pdf
AFFIDAVIT OF MAILING Stormwater Assessment Resolution .docx.pdf
DR-408A Certificate to Non-AD Valorem (Fire).pdf

VIII.3 24-485 Approve a Resolution Amending the FY25 Budget, BAF#24-123-T, for the provision of $50,000 of State and Local Fiscal Recovery Funds (SLFRF) funds earmarked for community-based expenditures toward the City's repair/rehabilitation program, to fund projects presently on the program's wait list.

Attachments: Budget Resolution FY 2024- ADA Compliant.docx
BAF 24-123-T-CS-ARPA SHIP Housing Rehab (8-27-24) Agenda 24-485.pdf

IX. INFORMATIONAL AGENDA:

IX.1 24-438 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

Attachments: Change Orders-CM Authorized July 2024.pdf
Visualization Change Order Authorizations.pdf

IX.2 24-439 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

Attachments: !! Budget Classification Report Worksheet.pdf

IX.3 24-440 FY 2024 July Budget Adjustment Report

Attachments: Revenue Budget Tracking Worksheet.pdf

Expense Budget Tracking Worksheet.pdf

IX.4 24-500 Bi-weekly Report from August 12 - August 23, 2024.

Attachments: Council bi-weekly report.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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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 #:	24-499	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/22/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	Approval of the August 27, 2024 Regular City Council Meeting Agenda as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-27-2024 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 22, 2024
Agenda Date: August 27, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the August 27, 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 August 27, 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: August 27, 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 August 27, 2024. (24-499).

2. Minutes: (a) Regular Meeting of July 9, 2024. (24-501).

III. Awards and Presentations:

1. Presentation by Mark Rendell, Superintendent, Brevard County Schools. (24-405). (Mark Rendell)

IV. Delegations:

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

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This Agenda may be Amended up until or at the Meeting

under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

(A) General Consent Items:

1. Approve the FY 2025 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements, Funding of $131,713, pending the Adoption of the FY25 Budget. (24-446). (Utilities Director)

2. Council approval on the grant application to the Florida Department of Environmental Protection for the purpose of amending the existing grant (Agreement # 24PLN48) in the amount of $11,300 for additional services not provided under the first grant Scope of Services. Authorize the City Manager to negotiate and execute the task order. (24-465). (Community Services Director)

3. Council Approval of a Resolution Amending the Fiscal Year 2024 Budget, BAF#24-124-A in the amount of $63,200 to cover the private provider services in the Building Permits Fund through September 30th. (24-487). (Community Services Director)

4. Requesting settlement authority for the tentative settlement agreement between City of Cocoa Police Officer Joshua Roane and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. (24-491). (Administrative Services Director)

5. Approve Resolution #24-080 Amending Fiscal Year 2024 Budget, BAF #24-126-A; requesting settlement approval for the tentative settlement agreement between former City of Cocoa employee Jeannie Linkenhoker and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. (24-492). (Administrative Services Director)

6. Approval of the revised Emergency Pay Policy. (24-497). (Finance Director)

(B) Multi-Year Contracts:

7. To Approve the Second Amendment to Purchase Agreement to RFQ-20-03-COC with Jacobs Engineering Group Inc. for Engineering Services for Water System to Initiate the Second Two-Year Term Renewal Option, and to Increase the Cost

Limitation in Compliance with the Consultants' Competitive Negotiation Act (CCNA) Statute. (24-447). (Utilities Director)

8. Approve a multi-year contract for Building Services with CAP Government, LLC, piggy-backing off the City of Palm Bay contract IFB-09-0-2021/SZ and authorize the City Manager to sign contract amendments or renewals. Authorize the City Manager to transfer up to $154,000 in the Building Permit Fund from personal services to contractual services to provide budget for the cost of additional professional services for building permits. (24-489). (Community Services Director)

VI. Public Hearings:

1. Consideration of an appeal of a Board of Adjustment decision approving a Special Exception for a bar or lounge in the CBD-CVO zoning district and the Cocoa Village Subdistrict in accordance with Appendix A, Zoning, Article XI, Section 13(C) and Section 22 (F) of the City of Cocoa Code. The City Council shall conduct the appeal hearing in accordance with Appendix A, Zoning, Article XVIII, Section 1. (24-474). (City Manager)

2. Consideration of a Land Development Code Amendment to Appendix A, Article XI, Sections 4a and 22 of the Zoning Ordinance of the City of Cocoa 1) to allow for Neighborhood Commercial, Mixed-Use development, and public parking on certain, very limited properties within the Consent Decree area, also known as the Heart of Cocoa, consistent with the Substitute Consent Decree, and amending the list of permitted and special exception uses and 2) building types permitted for those certain properties authorized for Neighborhood Commercial and Mixed-Use development within the Heart of Cocoa subdistrict of the Cocoa Waterfront Overlay; 3) amending the bulk regulations for single-family, duplex, triplex, and fourplex development in the Consent Decree area; 4) amending the minimum yard setbacks in the Consent Decree area. (24-475). (City Manager)

VII. Council Business:

1. Approve the current Code Enforcement Lien for the property at 730 Thomas Ln., be reduced to $2,677.50 as recommended by the Code Enforcement Board. (24-424). (Police Chief)

2. Approve the current Code Enforcement Lien for the property at 803 Kensington Dr., be reduced to $4,654.71 as recommended by the Code Enforcement Board. (24-425). (Police Chief)

3. Consider the appointment of Qualified Candidate Patricia Weeks to fill the vacancy and unexpired term of City Council District 3 Seat through November 2024. (24-471). (City Manager)

4. Consider the Donation Application for Cocoa Youth Athletics Corporation in the amount of $1,000. (24-496). (Administrative Services Director)

VIII. City Business:

1. Approve the Final Assessment Resolution 2024-078 for Fire Protection, for Fiscal Year 2025. (24-468). (Finance Director)

2. Approve the Final Assessment Resolution 2024-079 for Stormwater Utility Services, Fiscal Year 2025. (24-469). (Finance Director)

3. Approve a Resolution Amending the FY25 Budget, BAF#24-123-T, for the provision of $50,000 of State and Local Fiscal Recovery Funds (SLFRF) funds earmarked for community-based expenditures toward the City's repair/rehabilitation program, to fund projects presently on the program's wait list. (24-485). (Finance Director)

IX. Informational Agenda:

1. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (24-438). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (24-439). (Finance Director)

3. FY 2024 July Budget Adjustment Report. (24-440). (Finance Director)

4. Bi-weekly Report from August 12 - August 23, 2024. (24-500). (City Manager)

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

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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=FF9D3369D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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single issue shall be limited to thirty (30) minutes. Only one presentation per person per item shall be allowed.

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This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	24-501	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	8/23/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	Approval of the July 9, 2024 Regular City Council Meeting minutes as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-09-2024 Minutes ADA.pdf Exhibit A - M2 Zoning District Zoning Text Amendment.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 23, 2024
Agenda Date: August 27, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Approval of the July 9, 2024, Regular 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

RECOMMENDED MOTION:

Approval of the July 9, 2024 Regular City Council Meeting minutes as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

July 9, 2024

A Regular City Council Meeting was held on Tuesday, July 9, 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 6:00 p.m.

Councilmember Goins provided the invocation and Cocoa Fire Department 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: Regular Meeting of July 9, 2024. (24-391).

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to approve the agenda for the Regular meeting of July 9, 2024, with an amendment to add an item under Awards and Presentations for a Swearing-In Ceremony for two new firefighter recruits.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Special City Council Meeting Minutes of March 5, 2024 (24-368).
(b) Regular City Council Meeting Minutes of March 26, 2024. (24-369).
(c) Regular City Council Meeting Minutes of April 9, 2024. (24-375).
(d) Regular City Council Meeting Minutes of April 23, 2024. (24-376).

* **MOTION by Councilmember Goins; Seconded by Councilmember Koss to approve the minutes for the Special City Council meeting of March 5, 2024, and the Regular City Council Meetings of March 26, 2024, April 9, 2024 and April 23, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

Chief Lamm welcomed the two new firefighter recruits. They are homegrown, Cocoa residents and are now homegrown Cocoa firefighters. They are the first to participate in the Cocoa High School's Sponsorship Program and have successfully passed fire school and the state fire test, becoming the newest members of the Cocoa Fire Department.

Chief Lamm officially swore in the two gentlemen as the newest Cocoa firefighters.

IV. Delegations:

Aleck Greenwood, 640 Brevard Ave., Cocoa, wished to compliment the City Council, the City Manager, and Samantha Senger for their efforts on putting together a phenomenal fireworks display for the Fourth of July event.

Additionally, he asked Council if they would give a consensus to bring back the item regarding golf carts. In response, Mayor Blake suggested that he address this with the City Manager. He and Deputy Mayor Hearn noted that they were willing to give Mr. Greenwood their consent to have a conversation to discuss this further with the City Manager.

V. Consent Agenda:

(A) General Consent Items:

1. Council Approval to Apply for the Institute of Police Technology and Management (IPTM) Florida Department of Transportation (FDOT) High Visibility Enforcement Effort (HVE) Grant and Approval for the City Manager to Enter into a Memorandum of Understanding with IPTM. (24-308). (Police Chief)

2. Approve Ex Post Facto, the Police Department to Apply for the FY2024 Bulletproof Vest Partnership (BVP) Program. (24-338). (Police Chief)

3. Approval to Participate in a Public Offering for the HUD Section 108 Loan to Convert to a Fixed Interest Rate and for the City Manager to Sign Related Documents. (24-340). (Finance Director)

4. Approval to Participate in the Florida Department of Emergency Management's F-ROC Program for FY2025; Approval to delegate authority for the City Manager to Opt-In to the F-ROC Program for FY2025 via Resolution #2024-060. (Finance Director) (24-346). (Finance Director)

5. To Approve a Resolution Amending the FY24 Budget (BAF#24-100-T) in the amount of $32,180.00. (24-347). (Utilities Director)

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

(B) Multi-Year Contracts:

6. To Approve and Authorize the City Manager to Execute Task Order 2024-01 with Kimley-Horn and Associates, Inc. for Engineering Services for the South Courtenay Parkway Water Main Replacement Project; To Approve as a Multi-Year Contract from FY2024 through FY2025; Approve a Resolution Amending the FY2024 Budget, BAF#24-103-T, transferring funds between projects in the amount of $169,107. (24-221). (Utilities Director)

7. To Approve a Purchase Order and Agreement with Tech Systems, Inc. for a new roof system on Wewahootee Pump Station piggybacking a Brevard County Continuing Roofing Contracting Services contract, RFQ 6-22-13, Effective May

12, 2023 through May 12, 2025; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $10,683.40 (10% of the Contract Amount) for a Total Combined Project Cost of $117,517.37. (24-295). (Utilities Director)

8. To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71 Effective August 8, 2023 through August 7, 2026; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $17,970.90 (10% of the Contract Amount) for a Total Combined Project Cost of $197,679.90; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Agreement. (24-336). (Utilities Director)

9. To consider approval of a multi-year contract between the School Board of Brevard County, and the City of Cocoa for the renewal of up to three (3) school resource officers for the school year 2024-2025, beginning July 1, 2024, and ending June 30, 2025, and authorize the City Manager and City Attorney to finalize and execute the contracts with the Brevard County School Board. Also authorize the City Manager and City Attorney to finalize and execute the contract and MOU with Emma Jewel Charter Academy for one (1) school resource officer. Budgetary impact for FY25, pending the approval of the adoption of the FY25 budget. (24-348). (Police Chief)

* **MOTION by Councilmember Barringer; Seconded by Mayor Blake to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Conduct Public Hearing and approve granting easements to Florida Power & Light Company (FPL) for the purposes of constructing, operating and maintaining a fiber optic line in Lee Wenner Park. (24-357). (Community Services Director)

City Attorney Garganese provided a brief background of the item.

There being no further questions from Council, Mayor Blake opened the Hearing to the public.

There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consideration of a Land Development Code Text Amendment to Appendix A, Article XI, Section 19 of the Code of Ordinances of the City of Cocoa to add truck parking facilities to the list of permitted uses in the M-2 zoning district and to provide a definition of truck parking facilities. (24-382). (Planning Consultant)

City Attorney Garganese announced that this is the First Reading of Ordinance 07-2024. He read the title into the record as follows:

Ordinance No. 07-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO ADD TRUCK PARKING FACILITIES TO THE LIST OF PERMITTED USES IN THE M-2 ZONING DISTRICT; PROVIDING A DEFINITION OF TRUCK PARKING FACILITIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Patrick Murray, RVi Consulting, provided a presentation[1] on the item.

Councilmember Koss asked if there are any hazardous waste concerns. In response, Murray explained that hazard mitigation policies would need to be followed.

Mayor Blake opened the Hearing to the public.

There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to approve Ordinance 07-2024 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

[1] Exhibit A: M-2 Zoning District Zoning Text Amendment

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the July 23, 2024, City Council Meeting. (24-384). (City Manager)

Mayor Blake opened the Hearing to the public.

There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins to postpone the item to the July 23, 2024, Regular City Council meeting at 6pm at Cocoa City Hall.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Consider the Appointment of Frank Manfredi, Tamisha Findlay and Merrybeth Burgess to Fill One of Four (4) Regular member Vacancies on the Planning and Zoning Board. (24-177). (Administrative Services Director)

Each Councilmember filled out and submitted a voting ballot form to fill three of the four available vacancies. The person(s) with the lowest number of points would fill a Regular member seat through November 2027, and the person with the highest number of points would fulfill the Regular member seat left vacant by a previous board member through November 2024. The results were as follows:

Burgess: 7 points
Findlay: 10 points
Manfredi: 13 points

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to appoint MerryBeth Burgess to a Regular member seat through November 2027, Tamisha Findlay to a Regular member seat through November 2027, and to appoint Frank Manfredi to a Regular member seat through November 2024.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the reappointment of Robert Dyar as a member of the Board of Adjustment through May 2027. (24-208). (Administrative Services Director)

* **MOTION by Councilmember Goins; Seconded by Councilmember Barringer to reappoint Robert Dyar to the Board of Adjustment for another three-year term.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider the reappointment of Ms. Janne Etz as a member of the Cocoa CRA through April 2028. (24-285). (Administrative Services Director)

* **MOTION by Councilmember Koss; Seconded by Mayor Blake to reappoint Janne Etz to the Cocoa CRA for another four-year term.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consider the reappointment of Shari Scott, Lloyd Roberts, Dik Muller and Josue Otero, and the appointment of Gloria Weatherspoon as members of the Code Enforcement Board through June 30, 2027. (24-355). (Administrative Services Director)

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins to reappoint Shari Scott, Lloyd Roberts and Josue Otero through June, 2027 and to appoint Gloria Weatherspoon to a Regular member seat through June, 2027.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve the current lien for the property located at 215 Riverside Dr to $50,000.00, as recommended by the Code Enforcement Board. On August 17, 2023, the

property owner was found to be in violation of: Permit Required, App. A Art. 15 Sec. 2 (a) (d); For the unpermitted alterations to the windows, exterior walls, plumbing, and door. The fine period was from July 5, 2023, to December 27, 2023 (5 Mos.) and the lien ran at $500.00 per day leaving (repeat violation) leaving a total fine balance of: $87,510.00. (24-306). (Police Chief)

Augusto Gonzalez, Interim Code Enforcement Manager, provided the history of the item and pointed out that this item was postponed at a previous City Council meeting until further information could be obtained.

Jay Thakkar, Attorney representing the property owner, provided information to Council and shared that his client is elderly and lives in Maine. He did not know about the violation until December 2023 when he received a notice. The other notices were sent to an address in Orlando. As soon as he found out about the violation, he corrected it quickly and the fines ended immediately.

Councilmember Barringer asked why permits were not pulled for the work being done. In response, Mr. Thakkar explained that his client hired a contractor that did not pull the permits. Once he found out, he contacted Mr. Thakkar's office, and they were able to correct the issues and pull the permits.

Further discussion was held on the amount of time it took to have the permits issued.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Koss to approve staff's recommendation to reduce the lien to $2,531.31.**

THE VOTE ON THE MOTION WAS:

AYES: Hearn, Barringer, Koss

NAYES: Blake, Goins

THE MOTION CARRIED (3-2)

6. Approve the current Code Enforcement Lien for the property located at 3629 E Malory Ct., be reduced to $3,078.65 as recommended by the Code Enforcement Board. (24-307). (Police Chief)

* **MOTION by Mayor Blake; Seconded by Councilmember Barringer to approve staff's recommendation to reduce the lien to $3,078.65.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. To Approve a Resolution Amending the FY2024 Budget, BAF#24-084-A to Accept Grant Funding for the Sellers WRF Advanced Wastewater Treatment project. (24-245). (Utilities Director)

Mr. Walsh stated that this is a follow up item and provided a brief explanation.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve an interlocal agreement with the Cocoa CRA to provide funding for the Lee Wenner Park Parking Improvements Project, in the amount of $2,187,121. Award construction contract B-24-06-COC to Doug Wilson Enterprises, Inc. in the amount of $1,822,601 for the Lee Wenner Park Parking Improvements with funding authorized by the Cocoa CRA. Approve Construction Contingency Resolution authorizing the City Manager to approve construction change orders not to exceed $364,520 for the total costs not to exceed $2,187,121. Approve a Resolution Amending the FY24 Budget, BAF # 24-102-IFT for an interfund transfer from the Cocoa CRA to fund the project. (24-320). (Community Services Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve a Resolution Amending the FY24 Budget BAF#24-104A, accepting a Donation Ex-Post Facto of a Rear Canine Kennel. (24-365). (Police Chief)

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. Informational Agenda:

1. Data showing the relation between the estimated and actual income and expenses to date. (24-362). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (24-363). (Finance Director)

3. Bi-weekly Report from June 3 - July 5, 2024. (City Manager)

4. Informational Only – The City of Cocoa's Open Board Vacancies. (24-374). (City Clerk)

5. Planning & Zoning Project Updates Report. (24-385). (City Manager)

X. Reports:

Chief Collier shared that the Police Department swore in a new officer this morning and shared a few pictures from the ceremony.

Additionally, both the Police Department and the Fire Department only have one vacancy each. The crime rate is down and has been down. The City has been moving in the right direction and continues to push forward.

City Manager Whitten mentioned that staff is looking at making changes to the Consent Decree area and he would like to hold one-on-one meetings with Council to go over the changes. These will involve code changes and ultimately, he believes it will make it easier to develop property.

City Manager Whitten shared that with the approval of the FPL easements tonight, the City has garnered approximately $225,000 that will be put aside which will be applied toward Cocoa Village parking initiatives.

Councilmember Goins highlighted a few businesses that have been struggling due to some road construction going on. He recognized Public Works for putting out some signs to direct customers to these businesses.

Additionally, he along with Mayor Blake presented Ann O'Hara with a Key to the City and a Proclamation at her 100th birthday party over the weekend.

Councilmember Goins shared a photo of the corner of SR520 and Clearlake Road where major flooding is taking place during heavy rainstorms. In response, City Manager Whitten shared that this is a FDOT issue, but Ms. Morgan has been corresponding with them to address the issue.

Lastly, Councilmember Goins shared that there is a Back-to-School Drive going on from July 1st through July 26th with donation locations being here at City Hall as well as Fire Stations 1, 2 and 3 as well as the Cocoa Police Department. The distribution event will be held on August 2nd from 2pm-7pm at Provost Park.

There will also be another event at the Clearlake Adult Learning Center on July 20th from 9am-1pm if Council would like to attend.

Councilmember Barringer talked about Pride in the City of Cocoa and welcomed all to come here and feel safe.

He also talked about the announcement that came out about the Assistant Principal at Cambridge Elementary being caught having inappropriate relations with underage students and he applauded the Police Department for taking action.

He talked in furtherance about House Bill 109. He stated that he would gladly support Emma Jewel Charter Academy taking over a local school that he is leaving unnamed. He spoke further about Cocoa's school ratings and stated that Cocoa has great children but they are consistently forgotten about from the School Board.

Councilmember Barringer shared information about legislation that is on its way to being passed regarding abortions. He asked Council if they might consider passing a resolution banning the prohibition of restricting the city's roads and highways for persons seeking an abortion. Additionally, no individual may be punished for aiding a woman seeking the procedure, including by providing funds or transportation.

He talked about House Bill 1365 and his hope is that Council will put a plan in place due to the County's lack of direction. House Bill 1365 directs the Department of Children and Families to authorize temporary campsites that do the following:

- Maintain sanitation, including access to clean and operable restrooms and running water.

- Provide access to substance abuse and mental health treatment resources through coordination with the regional managing entity.

- Prohibit illegal substance use and alcohol use on the property and enforce this prohibition.

Due to this, he is going to ask at the Budget workshop that Council consider not moving forward with the Juny Rios Park splash pad and use that money to fund a plan instead.

Lastly, he shared some photos from the Cocoa Conservation Area and suggested naming a trail after Mr. Gregg Stoll as he is an outstanding volunteer in the City of Cocoa.

Councilmember Koss provided a District 4 report. She talked about the 2024 Dangerous by Design study that showed that Cocoa was #11 in the nation for pedestrian fatalities.

She shared that she met with Elevate Brevard this morning and learned about their Career Exploration Program. She also talked about Cocoa High School and mentioned that they launched the Cocoa Champion Workgroup.

Councilmember Koss talked about the Economic Development Commission and gave an update on the Cape Canaveral Space Force Wastewater Treatment Project.

Deputy Mayor Hearn shared that he has an event coming up in District 4 on July 23, 2024, at Clearlake Isles Club House at 3pm. He will talk about hurricane safety, updates on great things going on in the city and talk about public safety in general.

He talked about issues going on with trash pickup. Although staff and Council has tried to educate residents on the new policies regarding Waste Management pickups, some residents continue to leave large items, specifically furniture, by the side of the road. He received so many calls and complaints that he went and rented a flatbed truck to pick up what he could himself.

Lastly, he shared photos from the July 4th event and would love to see the city expand their events to keep things fun and exciting for the residents and visitors. With Halloween coming up in a few months he would love to see something such as a Trunk or Treat event advertised.

Mayor Blake thanked staff for putting on a wonderful Fourth of July event last week.

He shared that he received letters from the kids at Cocoa PAL, sharing what they would do if they were Mayor for the day. He thanked them for the letters.

Mayor Blake welcomed the new homeowners that moved into the Michael C. Blake subdivision.

Additionally, at the Space Coast League of Cities dinner last night he received the 2024 Home Rule Hero award.

Lastly, he shared several photos from meetings he recently attended, including a meeting with Congressman Posey and Aleck Greenwood to talk about ADA issues and the Swearing-in Ceremony he attended of the newest police officer.

XI. Adjournment:

*** MOTION by Deputy Mayor Hearn; Seconded by Mayor Blake, to adjourn the Regular meeting of July 9, 2024.**

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:19 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk

COCOA
FLORIDA

City Council Meeting

July 9, 2024



Exhibit A

M-2 Zoning District

Zoning Text Amendment



COCOA
FLORIDA

Request
Land Development Code Text Amendment

COCOA
FLORIDA

- Consideration of a Land Development Code Text Amendment to Appendix A, Article XI, Section 19 of the Code of Ordinances

- Add “Truck Parking Facilities” to the list of permitted uses in the M-2 zoning district (Manufacturing and Industrial)

- Provide a definition for Truck Parking Facilities



COCOA
FLORIDA

ZONING ORDINANCE AMENDMENT APPLICATION (TEXT ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Request:**

2. **Applicable City Code Section(s):**

3. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

Company (if applicable):
Name:
Mailing Address:
City:
Phone #: State: Zip Code:
Mobile #: Fax #:
E-mail:

4. **Please submit the following items in order complete the application:**

a. ☐ **Notarized application.**

b. ☐ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

c. ☐ **Corporate documents.** If the applicant is representing a company, articles of incorporation which show the applicant is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

d. ☐ **Additional information.** Submit any information that may be helpful in understanding the request. This may include, but limited to, desired ordinance text, examples, photos, sketches, elevations, and letters.

Rev: 5-23-2023

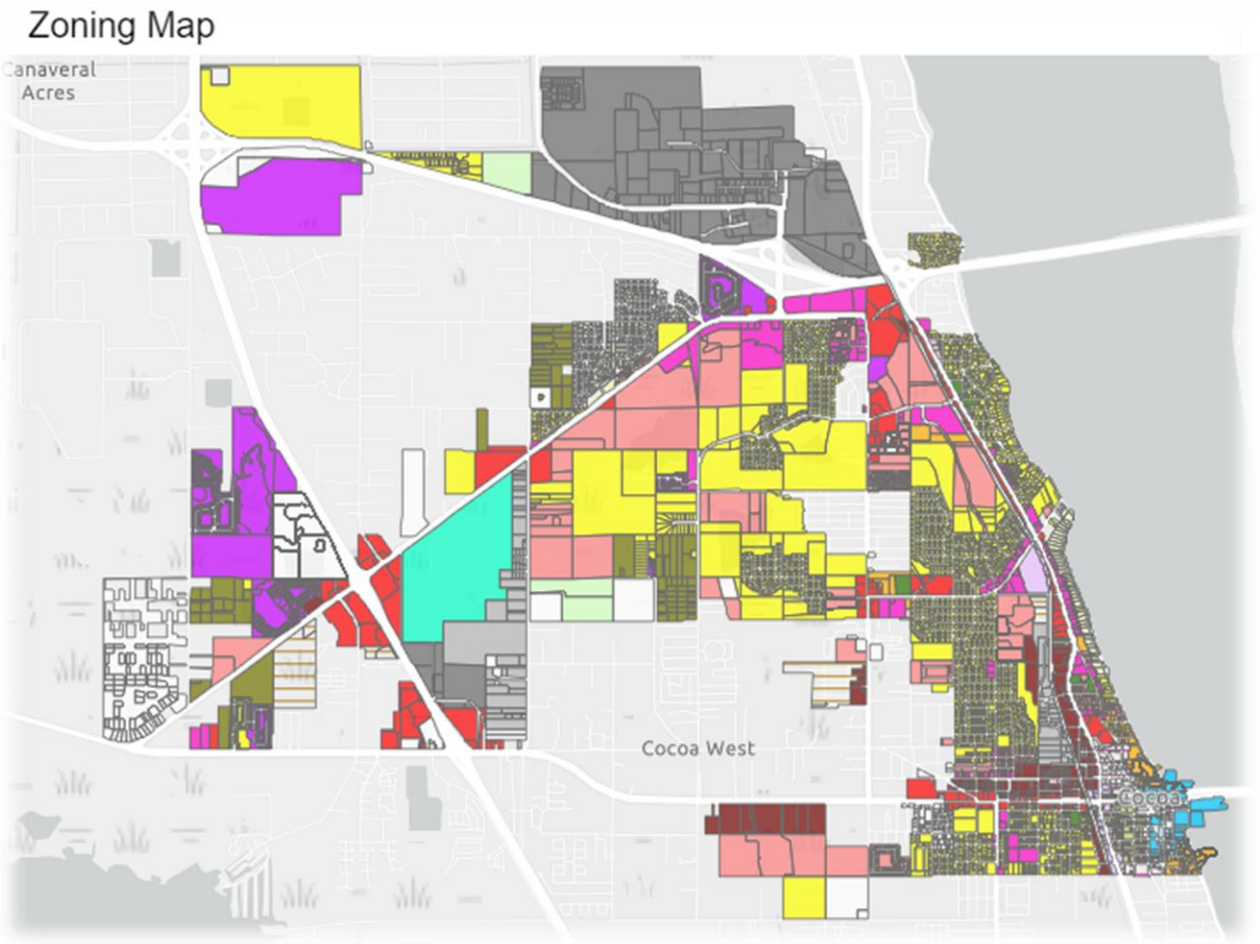
- Page 1 of 4 -

Request
Land Development Code Text Amendment

COCOA
FLORIDA

- Current M-2 zoning category is intended to preserve the function of various industrial activities, warehousing and distribution without creating hazards or negatively influencing surrounding land uses.

- To be located in areas accessible to collector or higher classification roadways and be served by public services and facilities.



Request
Land Development Code Text Amendment

COCOA
FLORIDA

- The proposed change includes principal and accessory use facilities for repair, maintenance, washing, and fueling of commercial trucks.

- Additional site-specific design standards for landscaping, location of maintenance and truck washing bays, standards for maintenances, and maximum refueling bays, are included in the proposed language.

Zoning Text Request

- Staff recommends the definition for a Truck Parking Facilities reads as follows:
  - *TRUCK PARKING FACILITIES. A truck parking facility is a facility to be used for long term (i.e., over five hours) and overnight parking and storage of in particular, straight trucks, truck tractors, truck trailers, semitrailers, truck tractor-semitrailer and trailer combinations, and truck drivers' personal vehicles. Such facilities may include office spaces, private maintenance and washing facilities, and refueling bays limited to two (2) total pumps that are for private use only and not open to the general public. On-site, light and minor maintenance and cleaning of trucks and trailers shall be permitted, including oil and engine fluid changes, but the following shall be strictly prohibited: major restoration, part salvage, major part replacement, engine repair, transmission repair, body repair, and other heavy and major repairs.*

Zoning Text Request

- Staff recommends to include the following four sections of proposed text in the M-2 Zoning district for Truck Parking Facilities:

a) *A minimum of a ten-foot landscape buffer shall be provided along all road rights-of-way and shall consist of trees and high profile shrubs, together with suitable ground cover to include native grasses and mulching. Landscaping shall be designed, placed, and maintained in such a manner so as not to impair vehicle visibility at corner intersections or ingress and egress drives. The landscaping requirements shall conform to Article XIII, Section 22, Landscaping Requirements of the Zoning Ordinance of the City.*

b) *Maintenance and truck washing bays shall not be permitted to face the right-of-way.*

c) *On-site, light and minor maintenance and cleaning of trucks and trailers shall be permitted, including oil and engine fluid changes, but the following shall be strictly prohibited: major restoration, part salvage, major part replacement, engine repair, transmission repair, body repair, and other heavy and major repairs.*

d) *Refueling bays shall be limited to two (2) total pumps that are for private use only and shall not be open to the general public*

Zoning Text Request

The proposed text is justified by establishing specific requirements for repair, maintenance, washing, and fueling facilities as accessory uses and structures in the M-2 district.

An amendment to the code would facilitate uses without requiring a special exception for repair and fueling uses.

Providing design standards will create uniformity and a sense of aesthetics.

Comprehensive Plan Consistency

- The Industrial future land use category is intended for activities associated with the proposed text amendment and specifically list “truck terminals” as an included use example.

- Policy 1.1.2.10 (D): added design standards will assist with minimizing the negative impacts on lower intensity land uses.

- Policy 12.1.4.4: specifying the uses types may require hazardous mitigation plans for uses in the industrial district. (Clean-up plans, drainage designs).

M-2 Text Amendment
Staff Recommendation

COCOA
FLORIDA

- The Planning & Zoning Board unanimously recommended approval of the request at their June 12, 2024 meeting

- Staff recommends APPROVAL of the proposed Land Development Code Amendment to Appendix A, Article XI, Section 19 of the Zoning Ordinance of the City of Cocoa to add truck parking facilities to the list of permitted uses in the M-2 zoning district and to provide a definition of truck parking facilities.

Legislation Details (With Text)

File #:	24-405	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	7/17/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	Presentation by Mark Rendell, Superintendent, Brevard County Schools.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2024
Agenda Date: August 27, 2024
Prepared By: Lori Chabot, Recording Secretary
Through: Monica Arsenault, City Clerk
Requested Action:
Presentation by Mark Rendell, Superintendent, Brevard County Schools

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

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Legislation Details (With Text)

File #:	24-446	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/2/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	Approve the FY 2025 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements, Funding of $131,713, pending the Adoption of the FY25 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	25MCJFA0012_00_dfs.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 2, 2024
Agenda Date: August 27, 2024
Prepared By: Kimberley Ross, Administrative Coordinator
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve the FY 2025 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements, Funding of $131,713, pending the Adoption of the FY25 Budget.

BACKGROUND:

The City of Cocoa has participated with the United States Geological Survey (USGS) for more than 30 years to collect and report hydrologic data (water quality sampling, ground water, and surface water level monitoring) of water resources in Cocoa's wellfield. The reporting activities are a condition of the Consumptive Use Permit issued to the City of Cocoa by the St. Johns River Water Management District (SJRWMD).

The City of Cocoa manages the program, and its employees perform some of the lab work. The data collection, monitoring equipment, and database compilation portion of the program is provided by USGS.

The FY2025 program agreement with the USGS totals $143,593.00 of which Cocoa's share is $131,713.00. The FY2025 budget for this program is $131,713.00 and sufficient for payment. Cocoa's cost share decreased by $1,534.00 from the FY2024 program.

Staff recommends approval of the FY2025 Joint Funding Agreement with USGS

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$131,713.00
Account Number	421-4010-536.34-00
Account Name	Contract Services

Source of Funds: Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve the FY 2025 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements, Funding of $131,713, pending the Adoption of the FY25 Budget.

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Caribbean-Florida Water Science Center
10770 North 46th St.
Tampa, FL 33617

August 2, 2024

Mr. John Walsh II, P.E.
City of Cocoa
351 Shearer Blvd. 2nd Floor
Cocoa, FL 32922

Dear Mr. Walsh:

Enclosed is our standard joint-funding agreement **25MCJFA0012** between the U.S. Geological Survey Caribbean-Florida Water Science Center and City of Cocoa for negotiated deliverables, during the period October 1, 2024 through September 30, 2025 in the amount of $131,713.00 from your agency. U.S. Geological Survey contributions for this agreement are $11,880.00 for a combined total of $143,593.00. Please sign and return one fully-executed original to Bryan Carmenatty Cruz at bcarmenattycruz@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Patrick Ryan at (321) 239-4819 or email pryan@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Bryan Carmenatty Cruz at phone number (787) 749-7415 or bcarmenattycruz@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Dorothy F. Sifuentes, PhD
Director, Caribbean-Florida Water Science Center

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001066
Agreement #: 25MCJFA0012
Project #: MC00E2A
TIN #: 59-6000292

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2024, by the **U.S. GEOLOGICAL SURVEY, CARIBBEAN-FLORIDA WATER SCIENCE CENTER**, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **CITY OF COCOA** party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $11,880.00 by the party of the first part during the period October 1, 2024 to September 30, 2025

(b) $131,713.00 by the party of the second part during the period October 1, 2024 to September 30, 2025

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $7,035.00

Description of the USGS regional/national program: Climate Response Network (CRN)

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001066
Agreement #: 25MCJFA0012
Project #: MC00E2A
TIN #: 59-6000292

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: **Patrick Ryan**
Supervisory Physical Scientist

Address: 12703 Research Parkway Suite 200
Orlando, FL 32826

Telephone: (321) 239-4819
Fax:
Email: pryan@usgs.gov

Customer Technical Point of Contact

Name: **John Walsh II, P.E.**

Address: 351 Shearer Blvd. 2nd Floor
Cocoa, FL 32922

Telephone: (321) 433-8710
Fax: (n/a)
Email: jwalsh@cocoafl.org

USGS Billing Point of Contact

Name: **Bryan Carmenatty Cruz**
Budget Analyst

Address: Ind Luchetti 290 Calle B
Bayamon, PR 00961

Telephone: (787) 749-7415
Fax:
Email: bcarmenattycruz@usgs.gov

Customer Billing Point of Contact

Name: **John Walsh II, P.E.**

Address: 351 Shearer Blvd. 2nd Floor
Cocoa, FL 32922

Telephone: (321) 433-8710
Fax: (n/a)
Email: jwalsh@cocoafl.org

U.S. Geological Survey
United States
Department of Interior

Signature

By_____ **Date: 8/02/2024**
Name: Dorothy F. Sifuentes, PhD
Title: Director, Caribbean-Florida Water Science Center

City of Cocoa

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

FY 2025

April 26, 2024

City of Cocoa

WATER QUALITY SAMPLING STATIONS

Station ID	Name or Location		Description of Activity		Fre-quen-cy	Activity Code	Repli-cation		ANNUAL COST		COOPERATOR TOTAL
282341081040101	COCOA A		Periodic	temp and cond	P	KT	1	$	73	$	73
282341081040101	COCOA A		Periodic	pH	P	PH	1	$	73	$	73
282341081040101	COCOA A		Periodic	major cations	P	CAT	4	$	2,800	$	2,800
282341081040101	COCOA A		Periodic	chloride	P	CL	4	$	1,160	$	1,160
282341081040101	COCOA A		Periodic	turbidity	P	TURB	1	$	130	$	130
282341081040101	COCOA A		Periodic	iron	P	FE	4	$	128	$	128
										$	-
282847081013701	COCOA H	**WELL IS**	Periodic	temp and cond	P	KT	1	$	73	$	73
282847081013701	COCOA H	**NO LONGER**	Periodic	pH	P	PH	1	$	73	$	73
282847081013701	COCOA H	**PLUGGED**	Periodic	major cations	P	CAT	1	$	700	$	700
282847081013701	COCOA H	**SAMPLE**	Periodic	chloride	P	CL	1	$	290	$	290
282847081013701	COCOA H		Periodic	turbidity	P	TURB	1	$	130	$	130
282847081013701	COCOA H		Periodic	iron	P	FE	1	$	32	$	32
										$	-
282531081095701	COCOA D		Periodic	temp and cond	P	KT	1	$	73	$	73
282531081095701	COCOA D		Periodic	pH	P	PH	1	$	73	$	73
282531081095701	COCOA D		Periodic	major cations	P	CAT	1	$	700	$	700
282531081095701	COCOA D		Periodic	chloride	P	CL	1	$	290	$	290
282531081095701	COCOA D		Periodic	turbidity	P	TURB	1	$	130	$	130
282531081095701	COCOA D		Periodic	iron	P	FE	1	$	32	$	32
										$	-
282406081093602	COCOA R		Periodic	temp and cond	P	KT	1	$	73	$	73
282406081093602	COCOA R		Periodic	pH	P	PH	1	$	73	$	73
282406081093602	COCOA R		Periodic	major cations	P	CAT	1	$	700	$	700
282406081093602	COCOA R		Periodic	chloride	P	CL	1	$	290	$	290
282406081093602	COCOA R		Periodic	turbidity	P	TURB	1	$	130	$	130
282406081093602	COCOA R		Periodic	iron	P	FE	1	$	32	$	32
										$	-
282530081065601	COCOA S-Zone 1 (OR-614)		Periodic	temp and cond	P	KT	1	$	73	$	73
282530081065601	COCOA S-Zone 1 (OR-614)		Periodic	pH	P	PH	1	$	73	$	73
282530081065601	COCOA S-Zone 1 (OR-614)		Periodic	major cations	P	CAT	1	$	700	$	700
282530081065601	COCOA S-Zone 1 (OR-614)		Periodic	chloride	P	CL	1	$	290	$	290
282530081065601	COCOA S-Zone 1 (OR-614)		Periodic	turbidity	P	TURB	1	$	130	$	130

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Station ID	Name or Location	Description of Activity		Fre-quen-cy	Activity Code	Repli-cation		ANNUAL COST		COOPERATOR TOTAL
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	iron	P	FE		1	$ 32	$	32
									$	-
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	temp and cond	P	KT		1	$ 73	$	73
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	pH	P	PH		1	$ 73	$	73
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	major cations	P	CAT		1	$ 700	$	700
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	chloride	P	CL		1	$ 290	$	290
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	turbidity	P	TURB		1	$ 130	$	130
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	iron	P	FE		1	$ 32	$	32
									$	-
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	temp and cond	P	KT		1	$ 73	$	73
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	pH	P	PH		1	$ 73	$	73
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	major cations	P	CAT		1	$ 700	$	700
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	chloride	P	CL		1	$ 290	$	290
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	turbidity	P	TURB		1	$ 130	$	130
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	iron	P	FE		1	$ 32	$	32
									$	-
283249081053201	BITHLO 1	Periodic	temp and cond	P	KT		1	$ 73	$	73
283249081053201	BITHLO 1	Periodic	pH	P	PH		1	$ 73	$	73
283249081053201	BITHLO 1	Periodic	major cations	P	CAT		1	$ 700	$	700
283249081053201	BITHLO 1	Periodic	chloride	P	CL		1	$ 290	$	290
283249081053201	BITHLO 1	Periodic	turbidity	P	TURB		1	$ 130	$	130
283249081053201	BITHLO 1	Periodic	iron	P	FE		1	$ 32	$	32
									$	-
283249081053202	BITHLO 2	Periodic	temp and cond	P	KT		1	$ 73	$	73
283249081053202	BITHLO 2	Periodic	pH	P	PH		1	$ 73	$	73
283249081053202	BITHLO 2	Periodic	major cations	P	CAT		1	$ 700	$	700
283249081053202	BITHLO 2	Periodic	chloride	P	CL		1	$ 290	$	290
283249081053202	BITHLO 2	Periodic	turbidity	P	TURB		1	$ 130	$	130
283249081053202	BITHLO 2	Periodic	iron	P	FE		1	$ 32	$	32
									$	-
283249081053203	BITHLO 3	Periodic	temp and cond	P	KT		1	$ 73	$	73
283249081053203	BITHLO 3	Periodic	pH	P	PH		1	$ 73	$	73
283249081053203	BITHLO 3	Periodic	major cations	P	CAT		1	$ 700	$	700
283249081053203	BITHLO 3	Periodic	chloride	P	CL		1	$ 290	$	290
283249081053203	BITHLO 3	Periodic	turbidity	P	TURB		1	$ 130	$	130
283249081053203	BITHLO 3	Periodic	iron	P	FE		1	$ 32	$	32
									$	-
282335081103701	Residential well No. 3 Johnson	Periodic	temp and cond	P	KT		1	$ 73	$	73

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication		ANNUAL COST		COOPERATOR TOTAL
282335081103701	Residential well No. 3 Johnson	Periodic	pH	P	PH		1	$ 73	$	73
282335081103701	Residential well No. 3 Johnson	Periodic	major cations	P	CAT		1	$ 700	$	700
282335081103701	Residential well No. 3 Johnson	Periodic	chloride	P	CL		1	$ 290	$	290
282335081103701	Residential well No. 3 Johnson	Periodic	turbidity	P	TURB		1	$ 130	$	130
282335081103701	Residential well No. 3 Johnson	Periodic	iron	P	FE		1	$ 32	$	32
									$	-
282336081105201	Residential well No. 4 Nodorft	Periodic	temp and cond	P	KT		1	$ 73	$	73
282336081105201	Residential well No. 4 Nodorft	Periodic	pH	P	PH		1	$ 73	$	73
282336081105201	Residential well No. 4 Nodorft	Periodic	major cations	P	CAT		1	$ 700	$	700
282336081105201	Residential well No. 4 Nodorft	Periodic	chloride	P	CL		1	$ 290	$	290
282336081105201	Residential well No. 4 Nodorft	Periodic	turbidity	P	TURB		1	$ 130	$	130
282336081105201	Residential well No. 4 Nodorft	Periodic	iron	P	FE		1	$ 32	$	32
									$	-
282346081004601	DIGIOVANNI WELL	Periodic	temp and cond	P	KT		1	$ 73	$	73
282346081004601	DIGIOVANNI WELL	Periodic	pH	P	PH		1	$ 73	$	73
282346081004601	DIGIOVANNI WELL	Periodic	major cations	P	CAT		1	$ 700	$	700
282346081004601	DIGIOVANNI WELL	Periodic	chloride	P	CL		1	$ 290	$	290
282346081004601	DIGIOVANNI WELL	Periodic	turbidity	P	TURB		1	$ 130	$	130
282346081004601	DIGIOVANNI WELL	Periodic	iron	P	FE		1	$ 32	$	32
QW from ALL Production wells ANNUALLY										
									$	-
282510081054501	COCOA 1	Periodic	temp and cond	P	KT		1	$ 73	$	73
282510081054501	COCOA 1	Periodic	pH	P	PH		1	$ 73	$	73
282510081054501	COCOA 1	Periodic	major cations	P	CAT		1	$ 700	$	700
282510081054501	COCOA 1	Periodic	chloride	P	CL		1	$ 290	$	290
282510081054501	COCOA 1	Periodic	turbidity	P	TURB		1	$ 130	$	130
282510081054501	COCOA 1	Periodic	iron	P	FE		1	$ 32	$	32
									$	-
282612081054201	COCOA 2	Periodic	temp and cond	P	KT		1	$ 73	$	73
282612081054201	COCOA 2	Periodic	pH	P	PH		1	$ 73	$	73
282612081054201	COCOA 2	Periodic	major cations	P	CAT		1	$ 700	$	700
282612081054201	COCOA 2	Periodic	chloride	P	CL		1	$ 290	$	290
282612081054201	COCOA 2	Periodic	turbidity	P	TURB		1	$ 130	$	130
282612081054201	COCOA 2	Periodic	iron	P	FE		1	$ 32	$	32
									$	-
282548081054201	COCOA 3	Periodic	temp and cond	P	KT		1	$ 73	$	73
282548081054201	COCOA 3	Periodic	pH	P	PH		1	$ 73	$	73

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Station ID	Name or Location	Description of Activity		Fre-quen-cy	Activity Code	Repli-cation	ANNUAL COST	COOPERATOR TOTAL
282548081054201	COCOA 3	Periodic	major cations	P	CAT	1	$ 700	$ 700
282548081054201	COCOA 3	Periodic	chloride	P	CL	1	$ 290	$ 290
282548081054201	COCOA 3	Periodic	turbidity	P	TURB	1	$ 130	$ 130
282548081054201	COCOA 3	Periodic	iron	P	FE	1	$ 32	$ 32
								$ -
282451081054501	COCOA 5	Periodic	temp and cond	P	KT	1	$ 73	$ 73
282451081054501	COCOA 5	Periodic	pH	P	PH	1	$ 73	$ 73
282451081054501	COCOA 5	Periodic	major cations	P	CAT	1	$ 700	$ 700
282451081054501	COCOA 5	Periodic	chloride	P	CL	1	$ 290	$ 290
282451081054501	COCOA 5	Periodic	turbidity	P	TURB	1	$ 130	$ 130
282451081054501	COCOA 5	Periodic	iron	P	FE	1	$ 32	$ 32
								$ -
282530081054201	COCOA 7	Periodic	temp and cond	P	KT	1	$ 73	$ 73
282530081054201	COCOA 7	Periodic	pH	P	PH	1	$ 73	$ 73
282530081054201	COCOA 7	Periodic	major cations	P	CAT	1	$ 700	$ 700
282530081054201	COCOA 7	Periodic	chloride	P	CL	1	$ 290	$ 290
282530081054201	COCOA 7	Periodic	turbidity	P	TURB	1	$ 130	$ 130
282530081054201	COCOA 7	Periodic	iron	P	FE	1	$ 32	$ 32
								$ -
282632081054502	COCOA 8R	Periodic	temp and cond	P	KT	1	$ 73	$ 73
282632081054502	COCOA 8R	Periodic	pH	P	PH	1	$ 73	$ 73
282632081054502	COCOA 8R	Periodic	major cations	P	CAT	1	$ 700	$ 700
282632081054502	COCOA 8R	Periodic	chloride	P	CL	1	$ 290	$ 290
282632081054502	COCOA 8R	Periodic	turbidity	P	TURB	1	$ 130	$ 130
282632081054502	COCOA 8R	Periodic	iron	P	FE	1	$ 32	$ 32
								$ -
282650081054201	COCOA 9	Periodic	temp and cond	P	KT	1	$ 73	$ 73
282650081054201	COCOA 9	Periodic	pH	P	PH	1	$ 73	$ 73
282650081054201	COCOA 9	Periodic	major cations	P	CAT	1	$ 700	$ 700
282650081054201	COCOA 9	Periodic	chloride	P	CL	1	$ 290	$ 290
282650081054201	COCOA 9	Periodic	turbidity	P	TURB	1	$ 130	$ 130
282650081054201	COCOA 9	Periodic	iron	P	FE	1	$ 32	$ 32
								$ -
282716081054501	COCOA 10	Periodic	temp and cond	P	KT	1	$ 73	$ 73
282716081054501	COCOA 10	Periodic	pH	P	PH	1	$ 73	$ 73
282716081054501	COCOA 10	Periodic	major cations	P	CAT	1	$ 700	$ 700
282716081054501	COCOA 10	Periodic	chloride	P	CL	1	$ 290	$ 290
282716081054501	COCOA 10	Periodic	turbidity	P	TURB	1	$ 130	$ 130

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication		ANNUAL COST		COOPERATOR TOTAL
282716081054501	COCOA 10	Periodic	iron	P	FE	1	$	32	$	32
									$	-
282344081054201	COCOA 11	Periodic	temp and cond	P	KT	1	$	73	$	73
282344081054201	COCOA 11	Periodic	pH	P	PH	1	$	73	$	73
282344081054201	COCOA 11	Periodic	major cations	P	CAT	1	$	700	$	700
282344081054201	COCOA 11	Periodic	chloride	P	CL	1	$	290	$	290
282344081054201	COCOA 11	Periodic	turbidity	P	TURB	1	$	130	$	130
282344081054201	COCOA 11	Periodic	iron	P	FE	1	$	32	$	32
									$	-
282529081073201	COCOA 7A	Periodic	temp and cond	P	KT	1	$	73	$	73
282529081073201	COCOA 7A	Periodic	pH	P	PH	1	$	73	$	73
282529081073201	COCOA 7A	Periodic	major cations	P	CAT	1	$	700	$	700
282529081073201	COCOA 7A	Periodic	chloride	P	CL	1	$	290	$	290
282529081073201	COCOA 7A	Periodic	turbidity	P	TURB	1	$	130	$	130
282529081073201	COCOA 7A	Periodic	iron	P	FE	1	$	32	$	32
									$	-
282531081075602	COCOA 13R	Periodic	temp and cond	P	KT	1	$	73	$	73
282531081075602	COCOA 13R	Periodic	pH	P	PH	1	$	73	$	73
282531081075602	COCOA 13R	Periodic	major cations	P	CAT	1	$	700	$	700
282531081075602	COCOA 13R	Periodic	chloride	P	CL	1	$	290	$	290
282531081075602	COCOA 13R	Periodic	turbidity	P	TURB	1	$	130	$	130
282531081075602	COCOA 13R	Periodic	iron	P	FE	1	$	32	$	32
									$	-
282531081082201	COCOA 14	Periodic	temp and cond	P	KT	1	$	73	$	73
282531081082201	COCOA 14	Periodic	pH	P	PH	1	$	73	$	73
282531081082201	COCOA 14	Periodic	major cations	P	CAT	1	$	700	$	700
282531081082201	COCOA 14	Periodic	chloride	P	CL	1	$	290	$	290
282531081082201	COCOA 14	Periodic	turbidity	P	TURB	1	$	130	$	130
282531081082201	COCOA 14	Periodic	iron	P	FE	1	$	32	$	32
									$	-
282530081085401	COCOA 15	Periodic	temp and cond	P	KT	1	$	73	$	73
282530081085401	COCOA 15	Periodic	pH	P	PH	1	$	73	$	73
282530081085401	COCOA 15	Periodic	major cations	P	CAT	1	$	700	$	700
282530081085401	COCOA 15	Periodic	chloride	P	CL	1	$	290	$	290
282530081085401	COCOA 15	Periodic	turbidity	P	TURB	1	$	130	$	130
282530081085401	COCOA 15	Periodic	iron	P	FE	1	$	32	$	32
									$	-
282530081091701	COCOA 16	Periodic	temp and cond	P	KT	1	$	73	$	73

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April 26, 2024

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication		ANNUAL COST		COOPERATOR TOTAL
282530081091701	COCOA 16	Periodic	pH	P	PH		1	$ 73	$	73
282530081091701	COCOA 16	Periodic	major cations	P	CAT		1	$ 700	$	700
282530081091701	COCOA 16	Periodic	chloride	P	CL		1	$ 290	$	290
282530081091701	COCOA 16	Periodic	turbidity	P	TURB		1	$ 130	$	130
282530081091701	COCOA 16	Periodic	iron	P	FE		1	$ 32	$	32
									$	-
282530081094001	COCOA 17	Periodic	temp and cond	P	KT		1	$ 73	$	73
282530081094001	COCOA 17	Periodic	pH	P	PH		1	$ 73	$	73
282530081094001	COCOA 17	Periodic	major cations	P	CAT		1	$ 700	$	700
282530081094001	COCOA 17	Periodic	chloride	P	CL		1	$ 290	$	290
282530081094001	COCOA 17	Periodic	turbidity	P	TURB		1	$ 130	$	130
282530081094001	COCOA 17	Periodic	iron	P	FE		1	$ 32	$	32
									$	-
282556081094001	COCOA 18	Periodic	temp and cond	P	KT		1	$ 73	$	73
282556081094001	COCOA 18	Periodic	pH	P	PH		1	$ 73	$	73
282556081094001	COCOA 18	Periodic	major cations	P	CAT		1	$ 700	$	700
282556081094001	COCOA 18	Periodic	chloride	P	CL		1	$ 290	$	290
282556081094001	COCOA 18	Periodic	turbidity	P	TURB		1	$ 130	$	130
282556081094001	COCOA 18	Periodic	iron	P	FE		1	$ 32	$	32
									$	-
282624081090401	COCOA 19	Periodic	temp and cond	P	KT		1	$ 73	$	73
282624081090401	COCOA 19	Periodic	pH	P	PH		1	$ 73	$	73
282624081090401	COCOA 19	Periodic	major cations	P	CAT		1	$ 700	$	700
282624081090401	COCOA 19	Periodic	chloride	P	CL		1	$ 290	$	290
282624081090401	COCOA 19	Periodic	turbidity	P	TURB		1	$ 130	$	130
282624081090401	COCOA 19	Periodic	iron	P	FE		1	$ 32	$	32
									$	-
282424081093601	COCOA 20	Periodic	temp and cond	P	KT		1	$ 73	$	73
282424081093601	COCOA 20	Periodic	pH	P	PH		1	$ 73	$	73
282424081093601	COCOA 20	Periodic	major cations	P	CAT		1	$ 700	$	700
282424081093601	COCOA 20	Periodic	chloride	P	CL		1	$ 290	$	290
282424081093601	COCOA 20	Periodic	turbidity	P	TURB		1	$ 130	$	130
282424081093601	COCOA 20	Periodic	iron	P	FE		1	$ 32	$	32
									$	-
282406081093601	COCOA 21	Periodic	temp and cond	P	KT		1	$ 73	$	73
282406081093601	COCOA 21	Periodic	pH	P	PH		1	$ 73	$	73
282406081093601	COCOA 21	Periodic	major cations	P	CAT		1	$ 700	$	700
282406081093601	COCOA 21	Periodic	chloride	P	CL		1	$ 290	$	290

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Station ID	Name or Location	Description of Activity		Fre-quen-cy	Activity Code	Repli-cation	ANNUAL COST	COOPERATOR TOTAL
282406081093601	COCOA 21	Periodic	turbidity	P	TURB	1	$ 130	$ 130
282406081093601	COCOA 21	Periodic	iron	P	FE	1	$ 32	$ 32
								$ -
282356081091901	COCOA 22	Periodic	temp and cond	P	KT	1	$ 73	$ 73
282356081091901	COCOA 22	Periodic	pH	P	PH	1	$ 73	$ 73
282356081091901	COCOA 22	Periodic	major cations	P	CAT	1	$ 700	$ 700
282356081091901	COCOA 22	Periodic	chloride	P	CL	1	$ 290	$ 290
282356081091901	COCOA 22	Periodic	turbidity	P	TURB	1	$ 130	$ 130
282356081091901	COCOA 22	Periodic	iron	P	FE	1	$ 32	$ 32
								$ -
282331081093801	COCOA 23	Periodic	temp and cond	P	KT	1	$ 73	$ 73
282331081093801	COCOA 23	Periodic	pH	P	PH	1	$ 73	$ 73
282331081093801	COCOA 23	Periodic	major cations	P	CAT	1	$ 700	$ 700
282331081093801	COCOA 23	Periodic	chloride	P	CL	1	$ 290	$ 290
282331081093801	COCOA 23	Periodic	turbidity	P	TURB	1	$ 130	$ 130
282331081093801	COCOA 23	Periodic	iron	P	FE	1	$ 32	$ 32
								$ -
282315081093601	COCOA 24	Periodic	temp and cond	P	KT	1	$ 73	$ 73
282315081093601	COCOA 24	Periodic	pH	P	PH	1	$ 73	$ 73
282315081093601	COCOA 24	Periodic	major cations	P	CAT	1	$ 700	$ 700
282315081093601	COCOA 24	Periodic	chloride	P	CL	1	$ 290	$ 290
282315081093601	COCOA 24	Periodic	turbidity	P	TURB	1	$ 130	$ 130
282315081093601	COCOA 24	Periodic	iron	P	FE	1	$ 32	$ 32
								$ -
282300081092401	COCOA 25	Periodic	temp and cond	P	KT	1	$ 73	$ 73
282300081092401	COCOA 25	Periodic	pH	P	PH	1	$ 73	$ 73
282300081092401	COCOA 25	Periodic	major cations	P	CAT	1	$ 700	$ 700
282300081092401	COCOA 25	Periodic	chloride	P	CL	1	$ 290	$ 290
282300081092401	COCOA 25	Periodic	turbidity	P	TURB	1	$ 130	$ 130
282300081092401	COCOA 25	Periodic	iron	P	FE	1	$ 32	$ 32
								$ -
282315081053801	COCOA 38	Periodic	temp and cond	P	KT	1	$ 73	$ 73
282315081053801	COCOA 38	Periodic	pH	P	PH	1	$ 73	$ 73
282315081053801	COCOA 38	Periodic	major cations	P	CAT	1	$ 700	$ 700
282315081053801	COCOA 38	Periodic	chloride	P	CL	1	$ 290	$ 290
282315081053801	COCOA 38	Periodic	turbidity	P	TURB	1	$ 130	$ 130
282315081053801	COCOA 38	Periodic	iron	P	FE	1	$ 32	$ 32
								$ -

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
282304081053901	COCOA 39	Periodic	temp and cond	P	KT	1	$ 73	$ 73
282304081053901	COCOA 39	Periodic	pH	P	PH	1	$ 73	$ 73
282304081053901	COCOA 39	Periodic	major cations	P	CAT	1	$ 700	$ 700
282304081053901	COCOA 39	Periodic	chloride	P	CL	1	$ 290	$ 290
282304081053901	COCOA 39	Periodic	turbidity	P	TURB	1	$ 130	$ 130
282304081053901	COCOA 39	Periodic	iron	P	FE	1	$ 32	$ 32
								$ -
282250081053801	COCOA 40	Periodic	temp and cond	P	KT	1	$ 73	$ 73
282250081053801	COCOA 40	Periodic	pH	P	PH	1	$ 73	$ 73
282250081053801	COCOA 40	Periodic	major cations	P	CAT	1	$ 700	$ 700
282250081053801	COCOA 40	Periodic	chloride	P	CL	1	$ 290	$ 290
282250081053801	COCOA 40	Periodic	turbidity	P	TURB	1	$ 130	$ 130
282250081053801	COCOA 40	Periodic	iron	P	FE	1	$ 32	$ 32
								$ -
282238081053801	COCOA 41	Periodic	temp and cond	P	KT	1	$ 73	$ 73
282238081053801	COCOA 41	Periodic	pH	P	PH	1	$ 73	$ 73
282238081053801	COCOA 41	Periodic	major cations	P	CAT	1	$ 700	$ 700
282238081053801	COCOA 41	Periodic	chloride	P	CL	1	$ 290	$ 290
282238081053801	COCOA 41	Periodic	turbidity	P	TURB	1	$ 130	$ 130
282238081053801	COCOA 41	Periodic	iron	P	FE	1	$ 32	$ 32
								$ -
282208081053801	COCOA 42	Periodic	temp and cond	P	KT	1	$ 73	$ 73
282208081053801	COCOA 42	Periodic	pH	P	PH	1	$ 73	$ 73
282208081053801	COCOA 42	Periodic	major cations	P	CAT	1	$ 700	$ 700
282208081053801	COCOA 42	Periodic	chloride	P	CL	1	$ 290	$ 290
282208081053801	COCOA 42	Periodic	turbidity	P	TURB	1	$ 130	$ 130
282208081053801	COCOA 42	Periodic	iron	P	FE	1	$ 32	$ 32
								$ -
282145081053801	COCOA 43	Periodic	temp and cond	P	KT	1	$ 73	$ 73
282145081053801	COCOA 43	Periodic	pH	P	PH	1	$ 73	$ 73
282145081053801	COCOA 43	Periodic	major cations	P	CAT	1	$ 700	$ 700
282145081053801	COCOA 43	Periodic	chloride	P	CL	1	$ 290	$ 290
282145081053801	COCOA 43	Periodic	turbidity	P	TURB	1	$ 130	$ 130
282145081053801	COCOA 43	Periodic	iron	P	FE	1	$ 32	$ 32
								$ -
282127081053901	COCOA 44	Periodic	temp and cond	P	KT	1	$ 73	$ 73
282127081053901	COCOA 44	Periodic	pH	P	PH	1	$ 73	$ 73
282127081053901	COCOA 44	Periodic	major cations	P	CAT	1	$ 700	$ 700

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Station ID	Name or Location	Description of Activity		Fre-quen-cy	Activity Code	Repli-cation		ANNUAL COST		COOPERATOR TOTAL
282127081053901	COCOA 44	Periodic	chloride	P	CL		1	$ 290	$	290
282127081053901	COCOA 44	Periodic	turbidity	P	TURB		1	$ 130	$	130
282127081053901	COCOA 44	Periodic	iron	P	FE		1	$ 32	$	32
									$	-
282530081054204	COCOA 7T1	Periodic	temp and cond	P	KT		1	$ 73	$	73
282530081054204	COCOA 7T1	Periodic	pH	P	PH		1	$ 73	$	73
282530081054204	COCOA 7T1	Periodic	major cations	P	CAT		1	$ 700	$	700
282530081054204	COCOA 7T1	Periodic	chloride	P	CL		1	$ 290	$	290
282530081054204	COCOA 7T1	Periodic	turbidity	P	TURB		1	$ 130	$	130
282530081054204	COCOA 7T1	Periodic	iron	P	FE		1	$ 32	$	32
Water Quality Sampling Subtotal								**$ 60,178**	**$**	**60,178**
CONTINUOUS WATER LEVEL STATIONS										
282341081040101	COCOA A	Continuous	water level	C	H			$ 8,300	$	7,120
282406081093602	COCOA R	Continuous	water level	C	H			$ 8,300	$	7,120
282406081093602	COCOA R	Continuous	rain	C	RFA			$ 1,850	$	1,680
282531081082202	COCOA G	Continuous	water level	C	H			$ 8,300	$	7,120
282531081095701	COCOA D	Continuous	water level	C	H			$ 8,300	$	7,120
282532081075601	COCOA B	Continuous	water level	C	H			$ 8,300	$	7,120
282623081153801	COCOA P	Continuous	water level	C	H			$ 8,300	$	7,120
283249081053201	BITHLO 1	Continuous	water level	C	H			$ 8,300	$	7,120
283249081053203	BITHLO 3	Continuous	water level	C	H			$ 8,300	$	1,265
Continuous Water Level Subtotal								**$ 68,250**	**$**	**52,785**
MONTHLY MEASUREMENT STATIONS										
283249081053202	BITHLO 2	Periodic	water level 12/yr	P	GWL12			$ 4,470	$	4,470
QUARTERLY MEASUREMENT STATIONS										
282510081054503	COCOA 1T	Periodic	water level 4/yr	P	GWL4			$ 1,640	$	1,310
282847081013702	COCOA K	Periodic	water level 4/yr	P	GWL4			$ 1,640	$	1,310
282510081054502	COCOA M	Periodic	water level 4/yr	P	GWL4			$ 1,640	$	1,310
282531081054301	COCOA O	Periodic	water level 4/yr	P	GWL4			$ 1,640	$	1,310
282739081054501	COCOA F	Periodic	water level 4/yr	P	GWL4			$ 1,640	$	1,310

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
Periodic Water Level Subtotal							**$ 12,670**	**$ 11,020**
SURFACE WATER STATIONS								
02232400	ST JOHNS RIVER NEAR COCOA	Continuous	temp, cond	C	TK1A		$ 9,530	$ 7,730
Surface Water Station Subtotal							**$ 9,530**	**$ 7,730**
FY 2025 PROGRAM TOTALS							**$ 150,628**	**$ 131,713**

	2025
Total Program	**$ 150,628**
City of Cocoa	**$ 131,713**
USGS Climate Response Network (CRN)	**$ 7,035**
USGS CMF Support	**$ 11,880**

Legislation Details (With Text)

File #:	24-465	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	8/9/2024		**In control:**	City Council	
On agenda:	8/27/2024		**Final action:**		
Title:	Council approval on the grant application to the Florida Department of Environmental Protection for the purpose of amending the existing grant (Agreement # 24PLN48) in the amount of $11,300 for additional services not provided under the first grant Scope of Services. Authorize the City Manager to negotiate and execute the task order. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa - Vulnerability Assessment Additional Services (2024.08.07) - Requires Execution.pdf 24PLN48 - City of Cocoa Comprehensive Vulnerability Assessment - Signed 5-28-24.pdf TO-EXP 2024-06 $74945.50 - CS.pdf Internal Grant Application - Resilient Florida Grant Additional SIGNED.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 9, 2024.
Agenda Date: August 27, 2024.
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Council approval on the grant application to the Florida Department of Environmental Protection for the purpose of amending the existing grant (Agreement # 24PLN48) in the amount of $11,300 for additional services not provided under the first grant Scope of Services. Authorize the City Manager to negotiate and execute the task order.

BACKGROUND:

In early Fiscal Year 2024, the City was awarded a Florida Department of Environmental Protection (FDEP) grant for Resilient Florida funding to conduct a Comprehensive Vulnerability Assessment for the City. The contract was awarded to EXP U.S. Services, Inc. (Consultant) in the amount of $75,000. During the initial meetings with the consultant, it was determined that additional work would be necessary to fulfill the grant requirements. As part of the Consultant's original proposal, only two public outreach meetings were planned. After discussion between Staff and the Consultant, it was determined that three public outreach meetings would better serve the City. Additionally, it was determined the Consultant would do a final presentation before the Boards/Council. This was not originally budgeted. An amended task order will be issued to EXP for the additional tasks for a total of $86,300. Staff is requesting that the City Manager have authority to execute this purchase.

The Florida Department of Environmental Protection (FDEP) issued a call for applications for the Resilient Florida funding opportunity. Notice was received by the State that the City is not compliant with Section 380.093 of the Florida Statutes regarding a vulnerability assessment. This grant cycle allows municipalities to apply for additional funds to support current grant projects.

The new tasks associated with this request are as follows.

1. Modification of Task 3 to include one additional public outreach meeting - $3,775
2. New Task 8 to include a comprehensive public presentation to local governing boards - $7,525

Total Grant Amendment Amount - $11,300

Total Grant Award if the amendment is approved - $86,300.
The grant is 100% reimbursable and requires no match by the municipality.

The application will be submitted on September 1, 2024. Upon award, Staff will return to Council to accept the grant award and approval to execute the grant agreement and subsequent agreement with a contractor to complete the tasks.

PRIORITY AREA CONNECTION:

Economic and Community Development.

BUDGETARY IMPACT:

Budgeted N/A
Staff will return to Council upon award to amend the budget

PREVIOUS ACTION:

23-704 (11/26/23) - Council notice grant application
24-251 (5/28/24) - Council acceptance of grant award

RECOMMENDED MOTION:

Council approval on the grant application to the Florida Department of Environmental Protection for the purpose of amending the existing grant (Agreement # 24PLN48) in the amount of $11,300 for additional services not provided under the first grant Scope of Services. Authorize the City Manager to negotiate and execute the task order.

Consultant Work Order Proposal

August 7, 2024

Ms. Charlene Neuterman
Community Services Director
City of Cocoa
65 Stone Street
Cocoa, FL 32922
cneuterman@cocoafl.gov

Re: Comprehensive Vulnerability Assessment – Additional Services (Task Order 1A)

Dear Ms. Neuterman,

EXP U.S. Services, Inc. ("EXP") is pleased to submit this letter agreement to the **City of Cocoa** ("City") for professional services for the above-referenced project. These additional services are to be performed in conformance with the Master Agreement for General Civil Engineering Services ("Agreement"), Q-23-01-COC-C3, between the City and EXP, and are referred to herein as the contract.

Scope of Services

General

The City has requested EXP to provide additional services EXP to incorporate additional services associated with the Comprehensive Vulnerability Assessment (VA) Agreement. The services are to meet the requirements of the Resilient Florida Grant that was previously awarded to the City in 2023. After receipt of authorization to proceed, EXP will provide the following services:

Modification to Task 3: Additional Public Outreach Meeting (workshop)

EXP will attend one (1) additional outreach meeting or workshop (for a total of three (3) public workshops) to offer an opportunity to the public to provide input during the initial data collection stages, including preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. EXP will prepare social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

In accordance with the original Task 3, EXP will provide the following deliverables for the additional outreach workshop:

3.1.) Meeting agendas to include location, date, and time of meeting.

3.2.) Meeting sign-in sheets with attendee names and affiliation.

3.3.) A copy of the presentation and any materials created in preparation of or for distribution at the meeting.

3.4.) A copy of the file or weblink of the video or audio recording from the meeting.

3.5.) A summary report including attendee input and meeting outcomes.

Task 8: Public Presentation

EXP will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

EXP will provide the following Task 8 deliverables:

8.1.) Meeting agendas to include location, date, and time of meeting.

8.2.) Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, local government staff).

8.3.) A copy of the presentation and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable.

8.4.) A copy of the file or weblink of the video or audio recording from the meeting, if applicable.

8.5.) A summary report including attendee input and meeting outcomes.

Draft Schedule

The preliminary project schedule is presented below. This schedule is projected in time increments after receipt of Authorization to Proceed. During project initiation, the required timelines will be confirmed, and the schedule updated accordingly.

Task	Estimated Time of Completion
Modification to Task 3 - Additional Public Outreach Meeting (workshop)	October 2024
Task 8 – Final Vulnerability Assessment Public Presentation	March 2025

* Remaining portion of page intentionally left blank. *

Compensation

EXP will perform the above-mentioned services on a time and expense basis for a not-to-exceed amount of eleven-thousand three-hundred dollars and zero cents (**$11,300.00)**. The proposed not-to-exceed time and materials fee for conducting the scope described herein is shown in the table below. This fee covers EXP labor.

The task breakdown for the not-to-exceed fee is as follows:

Task	**Fee**
Additional Public Outreach Meeting (workshop)	$ 3,775.00
Public Presentation	$ 7,525.00
Total:	**$ 11,300.00**

Invoicing associated with additional services will be based on current contract hourly rates at the time of work effort. If additional funds become necessary, EXP will notify CITY of such, prior to exceeding the initial budget or subsequent amended budget. Invoices shall show the separate developments as 'Phases' with additional phases added upon reviews of other/future developments.

**Please Refer to Hourly Rates provided within the master agreement (General Civil Engineering Services Q-23-01-COC-C3).

* Remaining portion of page intentionally left blank. *

Contract Approval

EXP will perform the scope of services contained within this proposal agreement for total compensation of eleven-thousand three-hundred dollars and zero cents (**$11,300.00)**. This proposal is valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by EXP.

Thank you for considering EXP to perform this work. Should you have any questions or require additional information from us, please feel free to contact me anytime via my cell (904) 540-4622 or via email at Patrick.Russell@exp.com. The EXP Team is looking forward to supporting the City in this very important endeavor.

Submitted by:
EXP U.S. Services, Inc.



Signature

August 7, 2024
Date

Patrick J. Russell, P.E., Project Manager
Name & Title

Client Authorization
Acceptance of Agreement
The above fees, terms, conditions and specifications are satisfactory and are hereby accepted. EXP is authorized to do the work as specified and payment will be made as outlined above.

For value received, the undersigned guarantees payment in accordance with the terms and conditions as stated above. By signing this agreement, I acknowledge that I have the legal authority to enter into this agreement and agree to be bound by the terms contained herein.

Approved by:
The City of Cocoa

Signature

Printed Name & Title

Date:

Work Order No.: 1A

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Cocoa Comprehensive Vulnerability Assessment

Agreement Number: 24PLN48

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Cocoa

Entity Type: Local Government

Grantee Address: 65 Stone Street Cocoa, Florida 32922

FEID: 59-6000292

(Grantee)

3. Agreement Begin Date: 7/1/2023

Date of Expiration: 6/30/2026

4. Project Number: *(If different from Agreement Number)*

Project Location(s): Brevard County, Florida

Project Description: The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes.

5. Total Amount of Funding: $75,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	FY 23-24 GAA Line Item #1820	$ 75,000.00
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 75,000.00

6. Department's Grant Manager

Name: George Begley or successor

Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399

Phone: 850-245-8020

Email: George.Begley@FloridaDEP.gov

Grantee's Grant Manager

Name: Charlene Neuterman or successor

Address: 65 Stone Street
Cocoa, Florida 32922

Phone: 321-433-8509

Email: cneuterman@cocoafl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Cocoa **GRANTEE**

Grantee Name

By _____ 5/29/2024

(Authorized Signature) Date Signed

Stockton Whitten, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Eddy Bouza, Program Management Director

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager, George Begley

_____

DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

   i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

   ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

   iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

   iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

   This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

   i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

   ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24PLN48

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Cocoa Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24PLN48

ATTACHMENT 3

PROJECT TITLE: City of Cocoa Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in the City of Cocoa within Brevard County, Florida.

PROJECT DESCRIPTION:
The City of Cocoa (Grantee) will complete the City of Cocoa Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement.

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 3: Public Outreach Meeting

Description: The Grantee will conduct a public outreach meetings during the project. The purpose of the meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, , local government staff);
- **3.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **3.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **3.5:** A summary report including attendee input and meeting outcomes.

Task 4: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data..

Deliverables: The Grantee will provide the following:

- **4.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **4.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **4.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 5: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **5.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **5.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 6: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **6.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily required scenarios and standards; and
- **6.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 7: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **7.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily required scenarios and standards in s. 380.093, F.S.;
- **7.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **7.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **7.4** A signed Vulnerability Assessment Compliance Checklist Certification.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to

the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	$0	$0	$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	$7,719	$0	$7,719	7/1/2023	8/1/2024
3	Public Outreach Meeting	Contractual Services	$7,532	$0	$7,532	7/1/2023	9/1/2024
4	Acquire Background Data	Contractual Services	$4,694	$0	$4,694	7/1/2023	9/1/2024
5	Exposure Analysis	Contractual Services	$10,115	$0	$10,115	7/1/2023	12/1/2024

6	Sensitivity Analysis	Contractual Services	$10,060	$0	$10,060	7/1/2023	12/1/2024
7	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$34,880	$0	$34,880	7/1/2023	3/31/2025
		Total:	**$75,000**	**$0**	**$75,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public 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.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	23/24	37.098	Resilient Florida Programs	$75,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$75,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

Rev. 1/13/2023

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 24PLN48

CITY OF COCOA COMPREHENSIVE VULNERABILITY ASSESSMENT

City of Cocoa

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 24PLN48

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: ( ) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** 5/29/2024

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN48

Project Title: City of Cocoa Comprehensive Vulnerability Assessment

Grantee: City of Cocoa

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

Exhibit I

Required for all planning grant agreements that include a comprehensive Vulnerability Assessment.

DEP Agreement Number: 24PLN48

Project Title: City of Cocoa Comprehensive Vulnerability Assessment

Grantee: City of Cocoa

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. When filling out the checklist, please provide the corresponding page number in the VA or, if the item is not applicable, an explanation as to why it is not applicable. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
A	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
B	☐	Geospatial data in an electronic file format.	
C	☐	GIS metadata.	
D	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset. Critical assets and regionally significant assets are as defined in subsection 380.093(2), F.S.	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
E	☐	Peril of Flood Comprehensive Plan amendments developed that address paragraph 163.3178(2)(f), F.S. (*if applicable*) ☐ Noncoastal community/Peril of Flood not required ☐ Already in compliance	

F	☐	Depth of tidal flooding, including future high tide flooding. The threshold for tidal flooding is 2 feet above mean higher high water. *(if applicable)*	
G	☐	Analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. *(to the extent practicable)*	
H	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. *(check one, if applicable)* ☐ NOAA data ☐ FEMA data	
	H.1	☐ Initial storm surge event equals or exceeds current 100-year flood event. *(if applicable)*	
	H.2	☐ Higher frequency storm analyzed for exposure of a critical asset. *(optional, but must provide additional detail if included)*	
I	☐	Rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. *(to the extent practicable but required if item e is noncoastal)*	
	I.1	☐ Future boundary conditions have been modified to consider sea level rise and high tide conditions. For rainfall-induced flood modeling, the model inputs for the 2040/2070 rainfall scenarios should use projected sea level rise/high tide conditions. *(if applicable)*	
	I.2	☐ Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. *(required if item e is noncoastal)*	
J	☐	Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. *(to the extent practicable)*	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
K	☑	All analyses in North American Vertical Datum of 1988.	
L	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
M	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
N	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
	N.1	☐ Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges. Data may be taken from one such gauge if the gauge has a higher mean sea level. *(if checked, provide Department approval).*	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

24PLN48	City of Cocoa

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

_____

Grantee's Grant Manager Signature

_____

Print Name

_____

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Cocoa is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

General Civil Engineering Services	2024-06
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 06/03/24 City Bid Number: Q-23-01-COC-C3 AMOUNT: $ 74,945.50

Vendor Name: EXP U.S. Services Inc. Quote/Proposal Number: 04-24-24

Dept. Number/Division Name: 3200/Community Services

Project Name: Vulnerability Assessment Project Number: N/A

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

Comprehensive Vulnerability Assessment under DEP Grant Agreement Number 24PLN48.
Task 1 - Identify Vulnerability Assessment Data Standards
Task 2 - Kick Off meeting/Client Communication/Decision Context
Task 3 - Public Outreach meeting
Task 4 - Acquire Background Data
Task 5 - Exposure Analysis
Task 6 - Sensitivity Analysis
Task 7 - Final Assessment Report

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

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

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

Requestor _____ Department Director _____

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2024-06

Council Approval Required: ☐ YES ☑ NO

Reason Disapproved:

Purchasing & Contracts Division Manager _____ City Manager (Purchases not to exceed $75K) _____

Mayor (Purchases that exceed $75K) _____

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

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

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

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

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

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

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Community Services	**DIVISION:** Administration
POINT OF CONTACT: Charlene Neuterman	**PROJECT MANAGER:** Charlene Neuterman
NAME OF GRANT: Resilient Florida Grant-Planning Grants	
Assistance Listing#/CFSA#: 37.908	**FUNDING AGENCY:** FDEP
AMOUNT REQUESTED: $ 11,300	**GRANT DUE DATE:** 09/01/2024

PROJECT DESCRIPTION:

This is an additional funding request for the Vulnerability Assessment to include additional public meeting sessions and a comprehensive presentation to our Planning and Zoning Board and Council of the final assessment. These were not included in the original grant, but Staff feel it is necessary for the consultants to hold multiple public sessions and present the findings to our boards. The total amount of grant funding for the project will now be $75,000 + $11,300 or $86,300.

MATCH REQUIRED: No **(IF YES, HOW MUCH :) $**	**TARGET DATE TO COUNCIL:** 08/13/2024
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** As requested

WHAT ARE THE REPORTING REQUIREMENTS?

Final report submitted to FDEP upon completion to receive reimbursement.

FUTURE REQUIREMENTS TO CONSIDER:

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	24-487	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	8/19/2024		**In control:**	City Council	
On agenda:	8/27/2024		**Final action:**		
Title:	Council Approval of a Resolution Amending the Fiscal Year 2024 Budget, BAF#24-124-A in the amount of $63,200 to cover the private provider services in the Building Permits Fund through September 30th. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2024-081 ADA Compliant.pdf BAF 24-124-A-CS-Building Official Services (8-27-24) Agenda 24-487.pdf Partially Executed Piggyback Contract CAP.pdf CAP Government Price Sheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 19, 2024.
Agenda Date: August 27, 2024.
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Council Approval of a Resolution Amending the Fiscal Year 2024 Budget, BAF#24-124-A in the amount of $63,200 to cover the private provider services in the Building Permits Fund through September 30th.

BACKGROUND:

As of August 16, 2024, the City no longer has a Building Official under direct employment. In order to provide a continuation of services within the Building Division, it was necessary to contract with private providers to perform tasks associated with that of a Building Official. Those services included acting as the Certified Building Code Administrator over all permits, commercial and residential building inspections, all building plans reviews of permits and any other duties the Building Official conducted to meet Florida Building Code and Florida Statutes. Additionally, the task of Permit Technician will be added as a line item to assist with initial permit reviews due to the impending retirement of the Development Coordinator in the department.

To facilitate the smooth transition of services for the Building Division, two private providers have been selected to perform the responsibilities of the division. The first is Bruce Nelsen, CBO (Certified Building Official). Mr. Nelsen may serve as the Building Official on a daily basis, responsible for the

development, administration, interpretation, application and enforcement of the codes adopted by the City and the Florida Building Code. Additionally, the City will contract with CAP Government, LLC to conduct building permit plans reviews, inspections, permit technician reviews, and serve as Assistant Building Official on the absence of the Building Official. Although it is anticipated that the revenue generated by the inspections will cover the cost of the service providers, the FY24 budget has been fully consumed for the cost of a building inspector, requiring the use of Building fund balance in FY24 to provide the revenue needed to pay for the services through the end of the fiscal year.

Staff is requesting approval of BAF #24-124-A and the related Budget Resolution, amending the FY2024 Budget in the amount of $63,200 to cover the costs of private provider services for the Building Division.

PRIORITY AREA CONNECTION:

Organizational Effectiveness.

BUDGETARY IMPACT:

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

Amount Requested	$63,200
Account Number	107-0000-389.99-50
Account Name	Building - Fund Balance

Amount Requested	$63,200
Account Number	107-3200-524-34-00
Account Name	Building - Contract Services

Source of Funds: 107 Fund Balance

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Council Approval of a Resolution Amending the Fiscal Year 2024 Budget, BAF#24-124-A in the amount of $63,200 to cover the private provider services in the Building Permits Fund through September 30th due to the resignation of the Building Official.

RESOLUTION NO. 2024-081

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, in a Regular meeting assembled on the 27th day of August 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-124-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 107-3200 | DATE PREPARED: 08/19/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 63,200	107-0000-389.99-50		FUND BALANCE - UNRESERVED	$ 0	$ 0	$ 63,200	$ 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
$ 63,200	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 63,200	107-3200-524.34-00		BUILDING - CONTRACT SERVICES	$ 0	$ 0	$ 63,200	$ 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
$ 63,200	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Agenda #24-487 to go before Council on 8-27-24. This amendment will provide funds for the private providers that will be performing the services of the vacated Building Official and the retirement of the Development Coordinator on September 6.

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 08/27/24 RESOLUTION #: 2024-081

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.

8/19/24	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2024.08.19 09:21:08 -04'00'		Zoie Badalov — Digitally signed by Zoie Badalov Date: 2024.08.19 11:22:20 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/19/24	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2024.08.19 09:21:28 -04'00'		Lora Howell — Digitally signed by Lora Howell Date: 2024.08.19 10:59:22 -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 #: _____

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with C.A.P Government, Inc., 343 Almeria Avenue, Coral Gables, FL 33134 (hereinafter referred to as the "Vendor " or "Contractor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered into a contract with City of Palm Bay – FL, said contract being identified as: Plan Review and Building Inspector Services, Contract No**.** IFB No. 09-0-2021/SZ (referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Plan Review and Building Inspector Services, see Exhibit "A" – original contract.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit "A"** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Entity Referenced:

Notwithstanding anything in **Exhibit A** to the contrary, the following terms shall be substituted throughout the Original Government Contract: **City of Palm Bay** = City of Cocoa; **City of Palm Bay** Code = Code of the City of Cocoa. Further, references to specifically identified **City of Palm Bay** Codes, policies and procedures shall refer to similar and substantively equivalent Cocoa Codes, policies and procedures, if any.

2.2. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties sign by and between the City of Cocoa, FL and C.A.P. Government, Inc... The term of said agreement shall be for the period effective date of signature through 03/19/2025. Upon the mutual written consent of both parties, the Agreement may be renewed for one (1) additional year, irrespective of the Original Government Agency's decision to renew the Original Government Contract. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2024 and 2025 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.3 Pricing and Payments:

The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Cocoa unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Cocoa. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes.

2.4 Insurance Requirements (As Applicable):

A. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. The contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City.

2.5. E-Verify:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. The

CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B).** This must be completed prior to the City issuing any Purchase Orders or requesting services.

B. Subcontractors:
(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
(iii) Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

C. Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the City. To the extent provided by Florida law, Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

2.6. Address change for the City of Cocoa:
Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

2.7. Venue:
Notwithstanding anything in Exhibit "A" to the contrary, the venue of any state action or litigation shall be Brevard County, Florida. The venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.8. Dispute Resolution:
Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

2.9. Notice:
Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	For City
C.A.P. Government, Inc Attn: Carlos A Penin, PE, President 343 Almeria Avenue Coral Gables, FL 33134 Phone: 305-448-1711 Email: cap@capfla.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

2.10. Sovereign Immunity:
The City intends to avail itself of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person over two hundred thousand dollars ($200,000.00), or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

2.11. Indemnity:
In addition to any indemnity obligation required in the Original Government Contract and for purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

2.12. Entities of Foreign Countries of Concern:

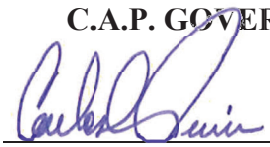
Contractor certifies, affirms, and herein represents that, if the Services involve access to an individual's personal identifying information, the Contractor is not: (a) owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Contractor's business; and (c) the Contractor is not organized under the laws of or have its principal place of business in a foreign country of concern. The terms "foreign country of concern" and "controlling interest" shall mean as defined by Section 287.138, Florida Statutes, as may be amended from time to time

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this _____ day of _____

C.A.P. GOVERNMENT, INC



08/19/2024

Signature Date

Carlos A. Penin, PE

Name and Title

CITY OF COCOA

N/A

Signature Date

Stockton Whitten, City Manager

Name and Title

Signature Date

Michael Blake, Mayor

Name and Title

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

Attest:

Monica Arsenault, CMC, City Clerk

BID FORM
IFB NO. 09-0-2021/SZ
OUTSIDE PLAN REVIEW AND BUILDING INSPECTOR SERVICES
SHEET 2 OF 2

Complete for all positions for which you can provide. This will be a multiple vendor award contract.

POSITION	HOURLY RATES
Building Inspector*	$80.00
Plans Examiner*	$90.00
Building Official*	$100.00
Fire Inspector*	$80.00
Fire Examiner*	$90.00
Permit Technician*	$45.00

* NOTE:

- Position as identified in the Scope of Work and Job Description (Attachment A)
- Reimbursable costs and travel shall be included in all hourly rates.

Authorized Signature

Carlos A. Penin, PE
Printed Name & Title

C.A.P. Government, Inc.
Company

01/26/2021
Date

Legislation Details (With Text)

File #:	24-491	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	8/19/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	Requesting settlement authority for the tentative settlement agreement between City of Cocoa Police Officer Joshua Roane and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 19, 2024
Agenda Date: August 27, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Requesting settlement authority for the tentative settlement agreement between City of Cocoa Police Officer Joshua Roane and the City of Cocoa authorizing the payment of the Workers' Compensation settlement.

BACKGROUND:

The City of Cocoa has a self-insured Workers' Compensation Program which means the cost of the claims are paid by a third-party administrator, currently USIS, Inc., to administer the claims in accordance with the laws of Florida.

Police Officer Joshua Roane has reached a settlement agreement in the amount of $80,000 through his attorney and the City's Workers' Compensation attorney. This will settle any and all claims, whether open or closed and whether reported or not.

The City budgets annually for Workers' Compensation claim settlements in the Workers' Comp Fund/Workers' Compensation account #520-1801-513.24-00. As a condition of this settlement, Mr. Roane will immediately resign from City of Cocoa employment. City Staff recommends this settlement amount based on our Workers' Compensation attorney's evaluation of the claim. However, the settlement agreement is contingent based on City Council's final approval due to it exceeding the City Manager's authority.

STRATEGIC PLAN CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

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

Amount Requested	$80,000
Account Number	520-1801-513.24-00
Account Name	Workers' Compensation

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Requesting settlement authority for the tentative settlement agreement between City of Cocoa Police Officer Joshua Roane and the City of Cocoa authorizing the payment of the Workers' Compensation settlement.

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Legislation Details (With Text)

File #:	24-492	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	8/19/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	Approve Resolution #24-080 Amending Fiscal Year 2024 Budget, BAF #24-126-A; requesting settlement approval for the tentative settlement agreement between former City of Cocoa employee Jeannie Linkenhoker and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2024-080 ADA Compliant.pdf BAF 24-126-A-FN Reserves to Cover WC Settlements (08-27-24) Agenda #24-492 -FY24.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 19, 2024
Agenda Date: August 27, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve Resolution #24-080 Amending Fiscal Year 2024 Budget, BAF #24-126-A; requesting settlement approval for the tentative settlement agreement between former City of Cocoa employee Jeannie Linkenhoker and the City of Cocoa authorizing the payment of the Workers' Compensation settlement.

BACKGROUND:

The City of Cocoa has a self-insured Workers' Compensation Program which means the cost of the claims are paid by a third-party administrator, currently USIS, Inc., to administer the claims in accordance with the laws of Florida.

Former City of Cocoa employee Jeannie Linkenhoker has reached a settlement agreement in the amount of $215,000 through her attorney and the City's Workers' Compensation attorney. This will settle any and all claims, whether open or closed and whether reported or not.

The City budgets annually for Workers' Compensation claim settlements in the Workers' Comp Fund/Workers' Compensation account #520-1801-513.24-00. This settlement exceeds the budget by $45,000. Staff is requesting approval to amend the Budget and move the additional budget needed from the Workers' Compensation Settlements account.

As a condition of this settlement, Mrs. Linkenhoker will have a non-rehire status with the City. City Staff recommends this settlement amount based on our Workers' Compensation attorney's evaluation of the claim. However, the settlement agreement is contingent based on City Council's final approval due to it exceeding the City Manager's authority.

STRATEGIC PLAN CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

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

BAF#24-126

Amount Requested	$45,000
Account Number	520-0000-369.90.06
Account Name	Workers' Compensation Settlements

Amount Requested	$45,000
Account Number	520-1801-513.24-00
Account Name	Workers' Compensation

Total Amount Requested

Amount Requested	$215,000
Account Number	520-1801-513.24-00
Account Name	Workers' Compensation

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Resolution #24-080 Amending Fiscal Year 2024 Budget, BAF #24-126-A; requesting settlement approval for the tentative settlement agreement between former City of Cocoa employee Jeannie Linkenhoker and the City of Cocoa authorizing the payment of the Workers' Compensation settlement.

RESOLUTION NO. 2024-080

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 27th day of August, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-126-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: FN | DATE PREPARED: 08/21/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 45,000	520-0000-369.90-06		OTHER MISC REV / SETTLEMENTS	$ 0	$ 0	$ 45,000	$ 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
$ 45,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 45,000	520-1801-513.24-00		FINANCE/ADMIN / WORKER'S COMP	$ 0	$ 0	$ 45,000	$ 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
$ 45,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Moving the budget to use reserves to cover the additional $45,000 dollars needed to get to $295,000 needed in worker's compensation settlements. Two settlements totaling $80,000 and $215,000
Agenda# 24-491 and 24-492

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 08/27/24 RESOLUTION #: 2024-080

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.

8/21/24	Tammy Gemmati Digitally signed by Tammy Gemmati Date: 2024.08.21 16:38:37 -04'00'		Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.08.21 16:15:55 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/21/24	Tammy Gemmati Digitally signed by Tammy Gemmati Date: 2024.08.21 16:39:42 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2024.08.22 10:56:46 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	24-497	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	8/22/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	Approval of the revised Emergency Pay Policy. (Finance Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	Emergency Pay Policy (DRAFT Changes 8-27-24).pdf Emergency Pay Policy (FINAL 8-27-24).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 22, 2024
Agenda Date: August 27, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the revised Emergency Pay Policy.

BACKGROUND:

The responsibility of the City to serve its citizens dictates that some essential departments must remain staffed during hazardous weather or a state of local emergency. City Council approved a citywide Emergency Pay policy at the July 11, 2023 City Council Meeting. The City's Emergency Pay Policy outlines the activation/deactivation of the policy, the compensation, and employee reporting requirements.

Since that time, Staff has worked with the Florida Division of Emergency Management's F-ROC program on a Disaster Readiness Assessment, which provided feedback on the City's Emergency Pay Policy. The necessary policy changes were made to help increase the assessment score and then provided to each of the five bargaining unions to review. Since the changes were mainly administrative in nature, all unions agreed to the changes without meeting.

The changes of the policy make the policy language clearer and comply more closely to FEMA's Public Assistance Program and Policy Guide, which will indirectly make the City's FEMA reimbursement process more efficient. Attached is a redlined and a clean version of the Emergency Pay policy.

STRATEGIC PLAN CONNECTION:

Public Safety/Community Standards and Organizational Effectiveness

BUDGETARY IMPACT:

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

This policy will have a budgetary impact in the event an emergency is declared by City Council and when the City adjusts work schedules for emergency operations. The overall impact of such activation would vary based on the duration of event and the ability to obtain public assistance from FEMA.

PREVIOUS ACTION:

At the Regular City Council Meeting on July 11, 2023, City Council approved the Emergency Pay Policy.

RECOMMENDED MOTION:

Approval of the revised Emergency Pay Policy.

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Emergency Pay
Employee Handbook Policy

1. Applicability
   ~~A.~~ The purpose of this policy is to establish a comprehensive plan for pay, leave, and reporting requirements during an emergency declared by City Council.
   ~~B.~~A. This policy is applied uniformly, regardless of any presidential declaration.The policy is intended to comply with Florida Statute 252.36, covering short-term situations, lasting less than seven calendar days. A disaster situation lasting more than seven calendar days will necessitate re-evaluation of this Emergency Pay Policy.
   ~~C.~~B. Emergency Pay shall go into effect after an Emergency Declaration has been made by City Council and when the City adjusts work schedules for Emergency Operations. Emergency Pay will cease when schedules return to regular shifts or as identified by City Manager or designee~~. This policy is applied uniformly, regardless of any presidential declaration.~~
   ~~D.~~C. Employees may be required to report to work during an emergency. Determinations of who is required to report are made on an incident-by-incident basis and will be determined by Department Directors or designee.
   ~~E.~~D. When a hurricane is imminent, additional staffing may be required when the Emergency Operations Center is activated to a level 1. The additional staff will be required to pre-position at their work areas and stand-by waiting for the hurricane to pass as an emergency protective measure to be ready to respond immediately to damages due to the hurricane and to protect lives and public health or safety.

2. Definitions
   A. Disaster - natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in an emergency declaration.
   B. Emergency – any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.
   C. Emergency Declaration - a Resolution made by City Council that a disaster or imminent disaster may exceed current policy spending thresholds and authorizes the City Manager or Finance Director to execute necessary response and/or recovery capabilities.
   D. Emergency Operations Center (EOC) - centralized location of emergency response and recovery support operations during incidents.

Approved by City Council July 11, 2023
Modified August 27, 2024

E. Emergency Pay – Additional pay for hours worked during the emergency declaration.
F. Emergency Standby Mode – Employees at work on City premises and engaged to wait to ~~work~~respond to damages or public health and safety during an Emergency Declaration.

G. EOC Activation Levels

Level 1 Full Scale Activation of EOC - The EOC will be staffed by essential personnel and all Emergency Support Functions.

Level 2 Partial Activation of EOC – The EOC will be partially staffed with necessary personnel and emergency support functions.

Level 3 Monitoring Activation of EOC – This is a monitoring phase and this policy does not apply to this level.

D. Operational Period – Period of time scheduled for executing a given set of operational actions, typically for a twelve (12) hour duration.
E. Unforeseen Circumstances - Unanticipated event or situation that requires immediate attention and response.

3. Compensation
   A. Compensation for employees not required to work:
      1) Employees released from duty during their shift due to the emergency shall receive Emergency Administrative Leave with Pay for the number of scheduled work hours not worked.
      2) Employees not required to work due to the emergency will receive Emergency Administrative Leave with Pay for the leave time to cover regular scheduled hours that occurred during the closure.
   B. Compensation for non-exempt employees required to work:
      1) Non-exempt employees, including part-time employees, will be paid at straight time for their regularly scheduled hours worked during the emergency.
      2) Non-exempt employees, including part-time employees, will also receive double-time emergency pay for all hours worked during the emergency period.
   C. The Emergency Administrative Leave with Pay hours and the regularly scheduled hours worked will count as hours worked for the purpose of computing overtime. The Emergency Pay double time code will not count as hours worked for the purposes of the computing overtime.
   D. Compensation for exempt employees required to work:
      1) Exempt employees will be paid straight time for all hours worked during the emergency in addition to their normal salary schedule.

4. Other Emergency Pay Criteria
   A. Sleep time and other time spent in an Emergency Standby mode shall be included as hours worked for employees who are required to report to work and are not permitted to leave the work site premises during the emergency period.
   B. Hours will not be counted twice for purposes of emergency pay and overtime for the same hours worked under any terms of this policy.
   C. Certain Collective Bargaining Agreement provisions, if applicable, will not apply during the defined Emergency Declaration, including, but not limited to, overtime provisions, shift differential, LIUNA standby pay, call-in/on-call, notice of shift change, and holiday pay premium.
   D. Should a City observed Holiday fall during an emergency period, the emergency pay policy provisions will apply and holiday pay policies will not apply.
   E. Auto lunch deductions for non-exempt employees will be removed from Kronos during the emergency pay period.
   F. Employees reassigned from their regular duties during ~~an~~ the emergency period will be paid ~~at~~ their regular ~~position~~hourly rate or salary and not the pay rate ~~of~~for the services they are performing.
   G. Preparatory activities in anticipation of a declared emergency, such as when a hurricane is approaching, or wind-down activities after a declared emergency period (storm drain clearing, debris clean-up, water main breaks, etc.) will be compensated in accordance with the regular CBA and/or policy provisions.

5. Additional Policy Criteria
   A. Employees who are required to work and fail to report for work during an emergency period shall be subject to disciplinary action, up to and including termination.
   B. Employees who are on a non-work status both immediately before and after the City was closed, such as may be the case for Workers' Compensation claimants, those performing military duty, those on Family Medical Leave, or other applicable leaves, shall remain in that status and not be required to report to work rather than receiving Emergency Administrative Leave with pay.
   C. An employee, who is on approved vacation and/or sick leave and is not required to ~~return~~report to work for the emergency, shall be charged the leave for which they were previously approved and will not receive emergency pay for the emergency period.
   D. An employee who is on a regularly scheduled day off and is not required to ~~return~~report to work, ~~shall~~will not receive emergency pay ~~compensation~~for the emergency period.

Approved by City Council July 11, 2023
Modified August 27, 2024

E. The City Manager or designee shall have the authority to cancel some or all approved leaves.

F. In some cases, an early dismissal may be granted to allow employees time to prepare their personal homes and families for such expected emergency event. The dismissal time(s) may vary by department. Employees who depart before the time set for dismissal are charged appropriate leave in accordance with paid time off policies.

G. With prior authorization from Department Directors, any employee who is unable to report to work during a declared State of Emergency may use personal leave, vacation leave, or sick leave (supported by a physician's statement) to compensate for the time missed. Requests by employees to be excused from work must be arranged in advance of the emergency or, in the case of unforeseen circumstances, reported to the appropriate authority as soon as possible prior to the beginning of the employee's work shift.

6. Payroll Instructions

A. All hourly employees who report during the emergency period are required to punch in/out in the timekeeping system.

B. Time punches shall not be deleted from the timekeeping system at any ~~timestime~~.

C. Follow codes and descriptions below for assistance with timecard coding:

Hours Code (GF/UT)	Code Description	Use of Code
HD	Emer Admin Leave	Pay for employees to cover regular scheduled hours who are at home during closure.
47/97	Emergency Pay Str	Non-Exempt: Replace Regular Pay code with this code for regular scheduled hours. Exempt: Add line for all hours worked for emergency pay.
45/95	Emer Dbl Pay	Non-Exempt: Add line for all hours worked for emergency pay during emergency period.

Emergency Pay
Employee Handbook Policy

1. Applicability
    A. The purpose of this policy is to establish a comprehensive plan for pay, leave, and reporting requirements during an emergency declared by City Council. This policy is applied uniformly, regardless of any presidential declaration. The policy is intended to comply with Florida Statute 252.36, covering short-term situations, lasting less than seven calendar days. A disaster situation lasting more than seven calendar days will necessitate re-evaluation of this Emergency Pay Policy.
    B. Emergency Pay shall go into effect after an Emergency Declaration has been made by City Council and when the City adjusts work schedules for Emergency Operations. Emergency Pay will cease when schedules return to regular shifts or as identified by City Manager or designee
    C. Employees may be required to report to work during an emergency. Determinations of who is required to report are made on an incident-by-incident basis and will be determined by Department Directors or designee.
    D. When a hurricane is imminent, additional staffing may be required when the Emergency Operations Center is activated to a level 1. The additional staff will be required to pre-position at their work areas and stand-by waiting for the hurricane to pass as an emergency protective measure to be ready to respond immediately to damages due to the hurricane and to protect lives and public health or safety.

2. Definitions
    A. Disaster - natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in an emergency declaration.
    B. Emergency – any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.
    C. Emergency Declaration - a Resolution made by City Council that a disaster or imminent disaster may exceed current policy spending thresholds and authorizes the City Manager or Finance Director to execute necessary response and/or recovery capabilities.
    D. Emergency Operations Center (EOC) - centralized location of emergency response and recovery support operations during incidents.
    E. Emergency Pay – Additional pay for hours worked during the emergency declaration.
    F. Emergency Standby Mode – Employees at work on City premises and engaged to wait to respond to damages or public health and safety during an Emergency Declaration.

Approved by City Council July 11, 2023
Modified August 27, 2024

G. EOC Activation Levels

Level 1 Full Scale Activation of EOC - The EOC will be staffed by essential personnel and all Emergency Support Functions.

Level 2 Partial Activation of EOC – The EOC will be partially staffed with necessary personnel and emergency support functions.

Level 3 Monitoring Activation of EOC – This is a monitoring phase and this policy does not apply to this level.

D. Operational Period – Period of time scheduled for executing a given set of operational actions, typically for a twelve (12) hour duration.

E. Unforeseen Circumstances - Unanticipated event or situation that requires immediate attention and response.

3. Compensation

A. Compensation for employees not required to work:

1) Employees released from duty during their shift due to the emergency shall receive Emergency Administrative Leave with Pay for the number of scheduled work hours not worked.
2) Employees not required to work due to the emergency will receive Emergency Administrative Leave with Pay for the leave time to cover regular scheduled hours that occurred during the closure.

B. Compensation for non-exempt employees required to work:

1) Non-exempt employees, including part-time employees, will be paid at straight time for their regularly scheduled hours worked during the emergency.
2) Non-exempt employees, including part-time employees, will also receive double-time emergency pay for all hours worked during the emergency period.

C. The Emergency Administrative Leave with Pay hours and the regularly scheduled hours worked will count as hours worked for the purpose of computing overtime. The Emergency Pay double time code will not count as hours worked for the purposes of the computing overtime.

D. Compensation for exempt employees required to work:

1) Exempt employees will be paid straight time for all hours worked during the emergency in addition to their normal salary schedule.

4. Other Emergency Pay Criteria

A. Sleep time and other time spent in an Emergency Standby mode shall be included as hours worked for employees who are required to report to work and are not permitted to leave the work site premises during the emergency period.

B. Hours will not be counted twice for purposes of emergency pay and overtime for the same hours worked under any terms of this policy.
C. Certain Collective Bargaining Agreement provisions, if applicable, will not apply during the defined Emergency Declaration, including, but not limited to, overtime provisions, shift differential, LIUNA standby pay, call-in/on-call, notice of shift change, and holiday pay premium.
D. Should a City observed Holiday fall during an emergency period, the emergency pay policy provisions will apply and holiday pay policies will not apply.
E. Auto lunch deductions for non-exempt employees will be removed from Kronos during the emergency pay period.
F. Employees reassigned from their regular duties during the emergency period will be paid their regular hourly rate or salary and not the pay rate for the services they are performing.
G. Preparatory activities in anticipation of a declared emergency, such as when a hurricane is approaching, or wind-down activities after a declared emergency period (storm drain clearing, debris clean-up, water main breaks, etc.) will be compensated in accordance with the regular CBA and/or policy provisions.

5. Additional Policy Criteria
   A. Employees who are required to work and fail to report for work during an emergency period shall be subject to disciplinary action, up to and including termination.
   B. Employees who are on a non-work status both immediately before and after the City was closed, such as may be the case for Workers' Compensation claimants, those performing military duty, those on Family Medical Leave, or other applicable leaves, shall remain in that status and not be required to report to work rather than receiving Emergency Administrative Leave with pay.
   C. An employee, who is on approved vacation and/or sick leave and is not required to report to work for the emergency, shall be charged the leave for which they were previously approved and will not receive emergency pay for the emergency period.
   D. An employee who is on a regularly scheduled day off and is not required to report to work, will not receive emergency pay for the emergency period.
   E. The City Manager or designee shall have the authority to cancel some or all approved leaves.
   F. In some cases, an early dismissal may be granted to allow employees time to prepare their personal homes and families for such expected emergency event. The dismissal time(s) may vary by department. Employees who depart before

the time set for dismissal are charged appropriate leave in accordance with paid time off policies.

G. With prior authorization from Department Directors, any employee who is unable to report to work during a declared State of Emergency may use personal leave, vacation leave, or sick leave (supported by a physician's statement) to compensate for the time missed. Requests by employees to be excused from work must be arranged in advance of the emergency or, in the case of unforeseen circumstances, reported to the appropriate authority as soon as possible prior to the beginning of the employee's work shift.

6. Payroll Instructions
   A. All hourly employees who report during the emergency period are required to punch in/out in the timekeeping system.
   B. Time punches shall not be deleted from the timekeeping system at any time.
   C. Follow codes and descriptions below for assistance with timecard coding:

Hours Code (GF/UT)	Code Description	Use of Code
HD	Emer Admin Leave	Pay for employees to cover regular scheduled hours who are at home during closure.
47/97	Emergency Pay Str	Non-Exempt: Replace Regular Pay code with this code for regular scheduled hours. Exempt: Add line for all hours worked for emergency pay.
45/95	Emer Dbl Pay	Non-Exempt: Add line for all hours worked for emergency pay during emergency period.

Legislation Details (With Text)

File #:	24-447	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/2/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	To Approve the Second Amendment to Purchase Agreement to RFQ-20-03-COC with Jacobs Engineering Group Inc. for Engineering Services for Water System to Initiate the Second Two-Year Term Renewal Option, and to Increase the Cost Limitation in Compliance with the Consultants' Competitive Negotiation Act (CCNA) Statute. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2nd Amendment RFQ 20-07_17-24.pdf AGREEMENT.pdf COI Jacobs exp 7-1-25.pdf 1st Amendment to Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 2, 2024
Agenda Date: August 27, 2024
Prepared By: Kimberley Ross, Administrative Coordinator
Through: John A. Walsh, P. E., Utilities Director
Requested Action:
To Approve the Second Amendment to Purchase Agreement to RFQ-20-03-COC with Jacobs Engineering Group Inc. for Engineering Services for Water System to Initiate the Second Two-Year Term Renewal Option, and to Increase the Cost Limitation in Compliance with the Consultants' Competitive Negotiation Act (CCNA) Statute

BACKGROUND:

Proposals for the subject offering were opened on September 20, 2019, at 3:00 p.m. Purchasing sent out six hundred seven (607) Requests for Qualifications and received one (1) response from thirty-seven (37) plan holders. Jacobs Engineering Group Inc. (Jacobs) was the one proposal package received by the City. It was reviewed by Staff and found to be complete and qualified for consulting services for water supply, treatment, transmission, and distribution systems.

On February 5, 2020, Purchase Agreement to RFQ-20-03-COC with Jacobs for continuing engineering services for the water system was executed for a term of three years. The Agreement includes the option to extend for two additional two-year terms with the same terms and conditions.

Approval of the First Amendment was approved by City Council on December 13, 2022 which initiated the first two-year renewal option, extending the term of the Agreement through February 4, 2025, and which updated the construction cost limitation of the agreement under the previously amended Statute 287.055, the Consultants' Competitive Negotiation Act (CCNA).

The Second Amendment will initiate the second and final two-year renewal option with Jacobs, extending the term of the Agreement to February 4, 2027. The Second Amendment will also update the construction cost limitation of the agreement to the current amended value of $7.5 million plus an annual increase based on the Consumer Price Index, per the current CCNA statute, which went into effect on July 1, 2024.

Staff recommends the approval of the Second Amendment to the Continuing Service Agreement with Jacobs Engineering Group Inc., for continuing engineering services for the water system.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On November 13, 2019, City Council approved the final ranking of firms for RFQ-20-03-COC, Engineering Services for the Water System and authorized the City Manager and City Attorney to negotiate and execute a multi-year contract with the selected firm, Jacobs.

On December 13, 2022, City Council approved the First Amendment to the Continuing Services Agreement with Jacobs Engineering Group, Inc.

RECOMMENDED MOTION:

To Approve the Second Amendment to Purchase Agreement to RFQ-20-03-COC with Jacobs Engineering Group Inc. for Engineering Services for Water System to Initiate the Second Two-Year Term Renewal Option, and to Increase the Cost Limitation in Compliance with the Consultants' Competitive Negotiation Act (CCNA) Statute.

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
2nd AMENDMENT
JACOBS ENGINEERING GROUP INC.

This SECOND Amendment to the Continuing Services Agreement entered on February 5, 2020, for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2027, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the second of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement in accordance with the newly amended Consultants' Competitive Negotiation Act (CCNA). The contractual cost limitations are based on Florida Statutes § 287.055, the CCNA. The Florida Legislature has recently amended the CCNA, increasing the cost limitation effective July 1, 2024. Under the newly amended CCNA, the maximum cost for each individual project procured pursuant to the CCNA has risen to $7.5 Million, plus an annual increase based on the Consumer Price Index (CPI). Accordingly, Section 2.5 of the Agreement is stricken in its entirety and replaced with the following:

> No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the thresholds outlined in the Consultants' Competitive Negotiation Act, Florida Statutes § 287.055, ("CCNA"), may be the subject of a Task Order under this Agreement.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Second Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)

Vice President	Mayor
(Title)	(Title)
07/23/2024	
Signature / Date	Signature / Date

Attest: _____
Monica Arsenault, City Clerk

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Jack Walsh, Director, Utilities

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

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

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

WHEREAS, the Engineer is willing to provide such engineering, design and permitting services to the City under the terms and conditions stated herein; and

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

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

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

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

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

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

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

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

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

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

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

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

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

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

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

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

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

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

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

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

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

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

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, the Engineer and any approved subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

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

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

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

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

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

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

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

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

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

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

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INDEMNITY INS CO OF NORTH AMER — 43575 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 750920128 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G4892007A	07/01/24	07/01/25	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H10739585	07/01/24	07/01/25	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C5072041A (AOS)	07/01/24	07/01/25	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		WCU C57256564 (OH)*	07/01/24	07/01/25	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH)			SCF C57256710 (WI)	07/01/24	07/01/25	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C57256667 (AZ)	07/01/24	07/01/25	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 015	07/01/24	07/01/25	PER CLAIM/PER AGG	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER

City of Cocoa FL

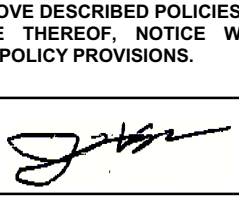
351 Schearer Blvd.

Cocoa, FL 32922 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/03/2024

NAME OF INSURED: **Jacobs Engineering Group Inc.**

Additional Description of Operations/Remarks from Page 1:

Additional Information:

***$2,000,000 SIR FOR STATE OF: OHIO**

SUPP (05/04)

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 8
Policy Symbol HDO	Policy Number G4892007A	Policy Period 07/01/2024 TO 07/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H10739585	Policy Period 07/01/2024 TO 07/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS SOLUTIONS INC. 555 S. FLOWER STREET SUITE 3200 LOS ANGELES CA 90017	Endorsement Number Policy Number Symbol: WLR Number: C5072041A
Policy Period 07-01-2024 **TO** 07-01-2025	Effective Date of Endorsement 07-01-2024
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

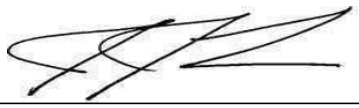
H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM,TX and WI.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Solutions Inc.**			Endorsement Number
Policy Symbol **EON**	Policy Number **G21655065 015**	Policy Period **07/01/2024 to 07/01/2025**	Effective Date of Endorsement **07/01/2024**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule.**

B. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.

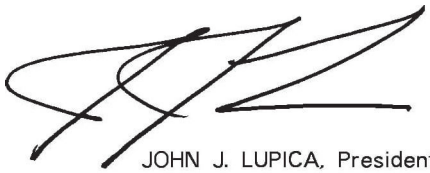
E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.

G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.



JOHN J. LUPICA, President
Authorized Representative

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to $4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
10/28/2022	12/13/2022
Signature / Date	Signature / Date

Attest: _____
Carie Shealy, City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

Legislation Details (With Text)

File #:	24-489	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	8/19/2024		**In control:**	City Council	
On agenda:	8/27/2024		**Final action:**		
Title:	Approve a multi-year contract for Building Services with CAP Government, LLC, piggy-backing off the City of Palm Bay contract IFB-09-0-2021/SZ and authorize the City Manager to sign contract amendments or renewals. Authorize the City Manager to transfer up to $154,000 in the Building Permit Fund from personal services to contractual services to provide budget for the cost of additional professional services for building permits. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PARTIALLY EXECUTED Piggyback Contract No. IFB No. 09-0-2021SZ.pdf Rates - City of Palm Bay ITB 09-0-2021.SZ.pdf City of Palm Bay Agreement 03.20.2021 - 03.19.2022 with 4 (1yr) Extensions.pdf City of Palm Bay - Amendment No. 3 - Renewal 03.20.2024 - 03.19.2025.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 19, 2024.
Agenda Date: August 27, 2024.
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a multi-year contract for Building Services with CAP Government, LLC, piggy-backing off the City of Palm Bay contract IFB-09-0-2021/SZ and authorize the City Manager to sign contract amendments or renewals. Authorize the City Manager to transfer up to $154,000 in the Building Permit Fund from personal services to contractual services to provide budget for the cost of additional professional services for building permits.

BACKGROUND:

On August 16, 2024, the City's Building Official left the City to pursue other employment. In order to continue operating the Building Division without a lapse in services, it is necessary to enter into an agreement with a private contractor to provide the services for the City's building permits. Staff met with CAP Government, Inc. to discuss the continuation of services and they provided a proposal to the City to perform the duties required to comply with Florida Building Code and Florida Statutes regarding building permits.

The proposal utilizes City of Palm Bay IFB-09-0-2021/SZ as a piggyback option to continue the services with the City of Cocoa. The rates being utilized by the City of Cocoa include the following services:

- Building Official Services @ $100 per hour
- Plans Review Services @ $90 per hour
- Inspection Services @ $80 per hour
- Permit Technician Services @ $45 per hour

Staff is also requesting City Council approval for the City Manager to negotiate a piggyback contract with CAP Government, Inc. using the City of Palm Bay contract IFB-09-0-2011/SZ and for the City Manager to sign contract amendments or renewals. It is anticipated that the cost of these services will be recouped through building permit revenue. The FY25 budget currently has $25,000 included in the budget for estimated costs for these professional services.

The cost of the building official's salary and benefits is approximately $154,000. This cost is also included in the FY25 budget because staff anticipates being able to hire a Building Official. In the event that someone is not found to fill the vacant position, staff is requesting approval for the City Manager to be able to transfer funds in FY25 up to $154,00 from salaries and benefits to contractual services to compensate for additional professional services for building permit activity.

PRIORITY AREA CONNECTION:

Organizational Effectiveness.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a multi-year contract for Building Services with CAP Government, LLC, piggy-backing off the City of Palm Bay contract IFB-09-0-2021/SZ and authorize the City Manager to sign contract amendments or renewals. Authorize the City Manager to transfer up to $154,000 in the Building Permit Fund from personal services to contractual services to provide budget for the cost of additional professional services for building permits.

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with C.A.P Government, Inc., 343 Almeria Avenue, Coral Gables, FL 33134 (hereinafter referred to as the "Vendor " or "Contractor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered into a contract with City of Palm Bay – FL, said contract being identified as: Plan Review and Building Inspector Services, Contract No**.** IFB No. 09-0-2021/SZ (referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Plan Review and Building Inspector Services, see Exhibit "A" – original contract.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit "A"** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Entity Referenced:

Notwithstanding anything in **Exhibit A** to the contrary, the following terms shall be substituted throughout the Original Government Contract: **City of Palm Bay** = City of Cocoa; **City of Palm Bay** Code = Code of the City of Cocoa. Further, references to specifically identified **City of Palm Bay** Codes, policies and procedures shall refer to similar and substantively equivalent Cocoa Codes, policies and procedures, if any.

2.2. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties sign by and between the City of Cocoa, FL and C.A.P. Government, Inc... The term of said agreement shall be for the period effective date of signature through 03/19/2025. Upon the mutual written consent of both parties, the Agreement may be renewed for one (1) additional year, irrespective of the Original Government Agency's decision to renew the Original Government Contract. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2024 and 2025 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.3 Pricing and Payments:

The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Cocoa unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Cocoa. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes.

2.4 Insurance Requirements (As Applicable):

A. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. The contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City.

2.5. E-Verify:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. The

CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B).** This must be completed prior to the City issuing any Purchase Orders or requesting services.

B. Subcontractors:
(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
(iii) Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

C. Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the City. To the extent provided by Florida law, Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

2.6. Address change for the City of Cocoa:
Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

2.7. Venue:
Notwithstanding anything in Exhibit "A" to the contrary, the venue of any state action or litigation shall be Brevard County, Florida. The venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.8. Dispute Resolution:
Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

2.9. Notice:
Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	For City
C.A.P. Government, Inc Attn: Carlos A Penin, PE, President 343 Almeria Avenue Coral Gables, FL 33134 Phone: 305-448-1711 Email: cap@capfla.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

2.10. Sovereign Immunity:
The City intends to avail itself of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person over two hundred thousand dollars ($200,000.00), or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

2.11. Indemnity:
In addition to any indemnity obligation required in the Original Government Contract and for purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

2.12. Entities of Foreign Countries of Concern:

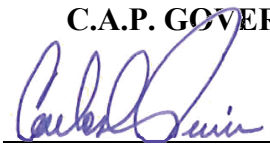
Contractor certifies, affirms, and herein represents that, if the Services involve access to an individual's personal identifying information, the Contractor is not: (a) owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Contractor's business; and (c) the Contractor is not organized under the laws of or have its principal place of business in a foreign country of concern. The terms "foreign country of concern" and "controlling interest" shall mean as defined by Section 287.138, Florida Statutes, as may be amended from time to time

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this _____ day of _____

C.A.P. GOVERNMENT, INC



08/19/2024

Signature Date

Carlos A. Penin, PE

Name and Title

CITY OF COCOA

N/A

Signature Date

Stockton Whitten, City Manager

Name and Title

Signature Date

Michael Blake, Mayor

Name and Title

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

Attest:

Monica Arsenault, CMC, City Clerk

BID FORM
IFB NO. 09-0-2021/SZ
OUTSIDE PLAN REVIEW AND BUILDING INSPECTOR SERVICES
SHEET 2 OF 2

Complete for all positions for which you can provide. This will be a multiple vendor award contract.

POSITION	HOURLY RATES
Building Inspector*	$80.00
Plans Examiner*	$90.00
Building Official*	$100.00
Fire Inspector*	$80.00
Fire Examiner*	$90.00
Permit Technician*	$45.00

* NOTE:

- Position as identified in the Scope of Work and Job Description (Attachment A)
- Reimbursable costs and travel shall be included in all hourly rates.

Authorized Signature

Carlos A. Penin, PE
Printed Name & Title

C.A.P. Government, Inc.
Company

01/26/2021
Date

SERVICE AGREEMENT FOR
IFB NO. 09-0-2021/SZ
PLAN REVIEW AND BUILDING INSPECTOR SERVICES

THIS AGREEMENT, made this 11 day of March 2021, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and **C.A.P. GOVERNMENT, INC.** (FEIN Number 65-0121594), 343 Almeria Avenue, Coral Gables, FL, 33134, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

1. **DOCUMENTS**
The following documents are hereby incorporated into and made part of this agreement.

1.1. Specifications and Contract Documents prepared by the City of Palm Bay, "IFB #09-0-2021/SZ, Plan Review and Building Inspector Services" (Exhibit A).
1.2. Bid for the City of Palm Bay prepared by Contractor dated January 26, 2021, (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. Specific direction from the City Manager (or designee).
B. This Agreement dated March 11, 2021 and any attachments.
C. Exhibit A
D. Exhibit B

2. **SCOPE**
The Contractor is to perform the Work under the general direction of the City as defined in the Invitation for Bid and amendments, if any, the Invitation for Bid and any amendments thereto being attached hereto as Exhibit "A" (CITY's Invitation for Bid documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

3. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on March 20, 2021 and ending on March 19, 2022. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its bid to the City at the hourly rates specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

5. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

6. GENERAL CONDITIONS

6.1. Patents

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section 6.2.

6.2. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers,

etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement.
2. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
4. Any patent or copyright infringement by Contractor;
5. Any lien or other claim by contractor inconsistent with this Agreement;
6. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

6.3. Environmental Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made

binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

6.4. Termination

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

Contractor understands and agrees that the City may immediately terminate this contract upon written notice if the Contractor is found to have submitted a false certification or any of the following occur with respect to the Contractor or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

6.5. Notice of Deficiency

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

6.6. Default

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- Contractor has not performed services on timely basis;
- Contractor has refused or failed to supply enough properly-skilled personnel;
- Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- Contractor has failed to fulfill representations made in this Agreement;
- Contractor has refused or failed to provide the Services as defined in this Agreement; or
- Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

1. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
2. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
3. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
4. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.
5. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur; the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

6.7. WARRANTY

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

6.8. TIME OF COMPLETION

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section 20 - LIMITATION OF LIABILITY shall apply.

6.9. LIQUIDATED DAMAGES

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars ($100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

6.10 Insurance Requirements: The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

6.10.1 Commercial General Liability: The contractor shall provide combined single minimum limits of $1,000,000.00 each occurrence / $2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

6.10.2 Automobile Liability:

Contractor shall provide minimum limits of liability of $1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

6.10.3 Umbrella / Excess Liability:

Contractor shall provide umbrella/excess coverage with limits of no less than $1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. **This coverage is optional if the Contractor has $2,000,000 General Aggregate under the Commercial General Liability Policy**

6.10.4 Workers' Compensation Coverage:

Initials here

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.

6.10.5 Professional Liability Insurance or Errors and Omissions Insurance:

Successful Bidder shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of $1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed $5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

Insurance Certificates:

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of $5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of $5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

7. ACCEPTANCE

The City will be deemed to have accepted the Work after the Chief Procurement Officer is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

8. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

9. RIGHT TO AUDIT RECORDS

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

10. PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- **A.** Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- **B.** Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- **C.** Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- **D.** Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the Contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Bay Procurement Department, 120 Malabar Road SE, Suite 200 Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

11. TIME IS OF THE ESSENCE

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

12. INFORMATION

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

13. EXTRA WORK

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Procurement department before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

14. FAMILIARITY WITH THE WORK

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the 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 its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

15. TITLE AND RISK OF LOSS

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

16. INDEPENDENT CONTRACTOR, ASSIGNMENT AND SUBCONTRACTS

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

17. INSPECTION AND NON-WAIVER

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

18. NOTICES

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor:	Carlos A Penin, PE, President C.A.P. Government, Inc. 343 Almeria Avenue Coral Gables, FL 33134
To the City:	Chief Procurement Officer City of Palm Bay 120 Malabar Rd SE Palm Bay, FL 32907
Copy to:	City Manager City of Palm Bay 120 Malabar Rd SE Palm Bay, FL 32907

19. NO LIENS

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material,

equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

20. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

21. MISCELLANEOUS PROVISIONS

21.1. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

21.2. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

21.3. The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance

of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

21.4. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.

21.5. The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.

21.6. Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

21.7. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.

21.8. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.

21.9. This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

21.10. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

21.11. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21.12. If consultant receives a subpoena or summons or receives any other correspondence related to legal proceedings or any correspondence from an attorney or owner's representative in response to work done on behalf of the City under this Agreement, the Consultant must immediately notify the City Attorney's Office and the City Building Official. Any attendance required at a legal proceeding which the City was notified about and (if applicable) approved the Consultant to attend will be compensated as described in the Agreement at the applicable hourly rate(s) in Exhibit B.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

Approved by City Council On: February 18, 2021

ATTEST:

Terese Jones, City Clerk

CITY OF PALM BAY, FLORIDA

Juliet Misconi, Chief Procurement Officer

3/11/2021

Date

WITNESS:
(to Contractor's Signature)

Name (Printed)

Signature

C.A.P. GOVERNMENT, INC.

(Signature)

Carlos A. Penin, PE, President

Name and Title

C.A.P. Government, Inc.

Company

03/02/2021

Date

CITY OF PALM BAY
AMENDMENT #3
TO CONTRACT # 09-0-2021
Plan Review and Building Inspection Services

This amendment to contract is made and entered into this 5th day of January, 2024, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and C.A.P. Government, Inc., 343 Almeria Avenue, Coral Gables, FL 33134, hereinafter referred to as the "Contractor".

WHEREAS the City and the Contractor entered into a Contract under the date of March 20, 2021, whereby the contractor would Plan Review and Building Inspector services; and

WHEREAS the City and Contractor desire to **renew** the term of said Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. The **renewed** term of agreement shall be March 20, 2024, through March 19, 2025. This shall be the 3rd of four (4) possible 1-year renewals.
II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract dated, March 20, 2021, shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY

George Barber MPA, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

1/5/24
Date

C.A.P. GOVERNMENT, INC.

By: Carlos A. Penin, PE, President
Name/Title

Signature

11/27/2023
Date

Legislation Details (With Text)

File #:	24-474	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/14/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	

Title: Consideration of an appeal of a Board of Adjustment decision approving a Special Exception for a bar or lounge in the CBD-CVO zoning district and the Cocoa Village Subdistrict in accordance with Appendix A, Zoning, Article XI, Section 13(C) and Section 22 (F) of the City of Cocoa Code. The City Council shall conduct the appeal hearing in accordance with Appendix A, Zoning, Article XVIII, Section 1. (City Manager)

Sponsors:

Indexes:

Code sections:

Attachments:
Location Map - 638 Brevard Ave.pdf
FLU Map - 638 Brevard Ave.pdf
Zoning Map - 638 Brevard Ave.pdf
24-02500002_638 Brevard Ave_First Greenwood Appeal.pdf
24-02500002_638 Brevard Ave_Greenwood Amended Farm Bar Appeal.pdf
Staff Report to BOA Farm Bar May 15,24.pdf
BOA SPX Application.pdf
Conceptual Plan.pdf
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 .pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 22, 2024
Agenda Date: August 27, 2024
Prepared By: Lucilene Ribeiro, Planner
Through: Stockton Whitten - City Manager

Requested Action:
Consideration of an appeal of a Board of Adjustment decision approving a Special Exception for a bar or lounge in the CBD-CVO zoning district and the Cocoa Village Subdistrict in accordance with Appendix A, Zoning, Article XI, Section 13(C) and Section 22 (F) of the City of Cocoa Code. The City Council shall conduct the appeal hearing in accordance with Appendix A, Zoning, Article XVIII, Section 1. .

BACKGROUND:

On June 13, 2024, Aleck Greenwood ("Appellant") filed an appeal challenging the Board of Adjustment's (BOA) decision to grant with conditions a Special Exception for 638 Brevard Ave "The Backyard", permitting the establishment of a bar or lounge with or without a package store in the CBD-CVO and Cocoa Waterfront Overlay District, Cocoa Village Subdistrict to operate an outdoor beer and wine bar. It should be noted that the BOA approved with conditions the Special Exception application as well as an off-street parking waiver for the same property on May 15, 2024. In addition, on the same evening the BOA denied a variance request related to the erection of shade structures within the setbacks on the property. Neither the decision on the parking waiver nor the variance was included within the Mr. Greenwood's appeal and are final decisions of the Board of Adjustment.

A special exception is defined as a use that would not be appropriate generally or without restriction throughout the zoning division or district but which, if controlled as to number, area, location, or relation to the neighborhood would promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity or general welfare. App. A, Zoning, Article V. "Bars or lounges, with or without a package store" requires a special exception permit in the CBD-CVO and Cocoa Waterfront Overlay District, Cocoa Village Subdistrict.

Appeals of BOA decisions may be made to the City Council by any party aggrieved by a final decision of the BOA by filing a timely notice of appeal, along with an administrative filing fee established by resolution. In this case, Aleck Greenwood is the appellant and has alleged that he is aggrieved by the decision approving with conditions the Special Exception for a bar or lounge for 638 Brevard Ave. The appellant timely filed the notice of appeal and paid the required fee within the designated timeframe. 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. 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.

Pursuant to Appendix A, Zoning, Article XVIII, Appeals from the BOA, Sec. 1(a)(3), the 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.

The City Council, like the BOA, must review this special exception by analyzing the criteria listed below. Written findings were provided by staff in the staff report dated May 15, 2024 (see attachment "A") to the Board of Adjustment. Staff continues to recommend that the special exception application be approved with conditions for the reasons described in that staff report. Staff's findings explain that, as conditioned, the special exception application satisfies the following criteria as established in Article XVII Section 2 Special Exception (A) - (K) of the Zoning Code of the City of Cocoa, 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.

(C) Refuse and service areas, with particular reference to the items in (A) and (B) above.

(D) Utilities, with reference to locations, availability, and compatibility.

(E) Screening and buffering with reference to type, dimensions, and character.

(F) Signs, if any, and proposed exterior lighting with references to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.

(G) Required yards and other open space.

(H) Height.

(I) Landscaping.

(J) Renewal and/or termination dates.

(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.

The Appellant claims the property owner failed to show that it would be in compliance with all above criteria prior to the granting of the special exception. The City Council is tasked with determining whether the Special Exception should be affirmed or reversed, in whole or in part, or may modify the decision in accordance with the powers of the Board of Adjustment.

SPECIAL EXCEPTION DETAILS

The subject property, “The Backyard”, a .19-acre site, contains an existing barber shop, and the new property owner Christopher Hyskell proposes a venue that will vary between hosting occasional special events and operating as a self-seating, family and pet-friendly outdoor beer garden with beer and wine sales from Wednesday thru Sunday from 10:00 am to 10:00 pm.

Application No.:	PZ-24-00000009
Property Owner:	Christopher Hyskell 30 Lime Ave Cocoa, FL 32955
Company:	Farm Bar Inc. - “The Backyard”
Future Land Use:	Mixed Use
Zoning District:	CBD-CVO
Existing Land Use:	Personal service establishment- barber shop
Council District:	District 1 - Councilmember Goins

Overview of Surrounding Area:

powered by Legistar™

	Future Lan	Zoning District	Land Use
North	Mixed Use	CBD-CVO	Commercial and Residential
South	Mixed Use	CBD-CVO	Residential
East	Mixed Use	CBD	Residential
West	Mixed Use	CBD-CVO	Residential

Staff Analysis

As stated in the Letter of Appeal, dated July 1, 2024 (see attachment “B”), the Appellant claims in the Amended Notice of Appeal that the BOA erred in granting the special exception to 638 Brevard Avenue, on the factual and legal basis which includes, but not limited to, the following items A-D, which are reproduced below with a response from staff:

A. *The applicant owner of 638 Brevard Avenue for the SPECIAL EXCEPTION to said property failed to carry its burden showing that it would be in compliance with all applicable rules to the granting of same, as set forth in Article XVII Section 2 SPECIAL ESCEPTIONS [sic] (A)-(K) of the Zoning Code of the City of Cocoa.*

Staff Response: as stated in the original staff report findings, City Planning Staff determined that the respondent met the criteria to be granted the special exception. City planning staff makes the same recommendation to the City Council as was made to the BOA. Further, it should be noted that the burden of proof is generally not carried by the applicant/owner for special exception applications. Florida law provides that, in the case of a special exception, where the applicant has otherwise complied with those conditions set forth in the zoning code, the burden is upon the zoning authority to demonstrate by competent substantial evidence that the special exception is adverse to the public interest. A special exception is a permitted use to which the applicant is entitled *unless* the zoning authority determines according to the standards of the zoning ordinance that such use would adversely affect the public interest. In staff’s view, imposing the recommended conditions (including prohibiting amplified music and requiring compliance with the City of Cocoa’s noise ordinances) upon the special exception use is anticipated to greatly reduce or eliminate the adverse impacts to the public interest.

B. *The granting by the BOA of this SPECIAL EXCEPTION adversely affects the public interest, especially of the contiguous property owners, in Violation of ARTICLE XVII, Section 2 (D) which states "in no case shall (the BOA) grant a SPECIAL EXCEPTION that in ANY WAY ADVERSELY AFFECTS THE PUBLIC INTEREST (emphasis supplied), adversely affecting nearby property owners by negatively impacting their quality of life and lowering property values is adverse to the public interest."*

Staff Response: The City has not received any competent, substantial evidence that the business operations have or will adversely affect the nearby property owners or the general public interest. As stated above, the conditions of approval recommended for the special exception were designed to greatly reduce or eliminate potential adverse impacts to the public interest and surrounding property owners.

C. *The BOA failed to make written findings certifying compliance with the specific rules governing SPECIAL EXCEPTIONS as set forth in the City of Cocoa's Zoning Code Article XVII Section 2 (A)-(K) also set forth on the application for SPECIAL EXCEPTION required to be properly completed by the applicant.*

Staff Response: As mentioned previously, City Planning Staff based their recommendation on the analysis of the required criteria, and recommended approval to the BOA and provided written findings to the BOA for each special exception criteria in its written Staff Report. The BOA adopted and included the written findings of the Staff Report in its motion to approve with conditions the special exception application. The draft minutes for the BOA's meeting on May 15, 2024 have been included as an attachment for the City Council's review. The BOA has not held a meeting since May 15th in order to formally approve the minutes.

D. *The BOA has failed to consider the matters set forth herein by the aggrieved party appellant and surrounding residents and property owners that expressed at the May15th hearing by failing to prescribe appropriate conditions and safeguards to protect their interests to protect them from the negative effects of the operation of an outdoor bar during afternoon and evening hours affecting the City's residents. This includes the fact that the City has failed on numerous occasions to enforce the noise ordinances when complaints have been made by more than several residents and property owners with regard to other bars in Cocoa Village. Yet the BOA disregarded this issue when granting this property at 638 Brevard, (which is in a previously quiet area for many years of South Brevard Avenue), to operate with live entertainment and mechanical music in an outside environment during early afternoon hours, early evening hours and late nighttime hours disturbing the peace for the City's residents*.

Staff Response: The BOA considered the potential impact of the new bar on surrounding residential uses, including traffic, noise, and property values. The BOA, at Staff's recommendation, imposed special conditions to the Special Exception approval to address community concerns with noise in the area. Such as, Mr. Hyskell shall conform to the City of Cocoa noise ordinances ensuring the maximum permissible sound level in a commercial area is 65 dBA between 7:00 a.m. and 7:00 p.m. and 60 dBA between 7:00 p.m. and 7:00 a.m. Sixty (60) dBA is the volume of normal conversation. No amplified music is permitted. Also, the hours of operation are limited to 10 a.m. to 10 p.m, safeguarding the neighbors and protecting their interest from negative effects of the operation of an outdoor bar during afternoon and evening hours. The bar and lounge is also limited to selling beer and wine only as opposed to liquor. Finally, the Special Exception conditions limit the outdoor seating capacity to 49 people based upon the site plan and seating plan provided by the applicant, which is also binding upon the property. Expansions or enlargements of this seating capacity will require additional special exception approval.

Conclusion and Recommendations

The BOA's decision to grant the special exception was based on consideration of the evidence presented at the hearing. Specific concerns raised in the appeal regarding noise, traffic, and property values were not fully addressed in the application, though staff recommended conditions be imposed as described above. Given the concerns raised by the appellant regarding compatibility with residential uses, the City Council in affirming the special exception may affirm the conditions recommended by staff and adopted by the BOA or may consider imposing additional conditions or safeguards to mitigate potential negative impacts and to ensure community standards. These may

include:

- Specific additional restrictions on operating hours and noise levels.
- Enhanced screening and buffering to minimize impacts on residential properties.

Based on the appeal, staff recommends that the City Council review the specific concerns raised by the appellant, consider additional conditions or modifications to the special exception as necessary, and ensure that the decision aligns with the intent of the zoning code to protect the public interest and compatibility with surrounding uses.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

May 15, 2024 - Special Exception approved by the Board of Adjustment.

August 13, 2024 - City Council postponed appeal hearing to date certain of August 27, 2024.

RECOMMENDED MOTION:

Staff recommends that the City Council affirm the BOA's approval of the Special Exception for a bar or lounge in the CBD-CVO zoning district and the Cocoa Village Subdistrict in accordance with Appendix A, Zoning, Article XI, Section 13(C) and Section 22 (F)of the City of Cocoa Code, with the following original conditions:

1. The Special Exception shall not be effective until the applicant has secured all the permits and approvals necessary for any development related to the Special Exception, such as site plan approval. Such permits shall be obtained within six (6) months of the Board's approval unless the Board grants the applicant additional time.

2. If the use is extended, enlarged, or expanded, additional special exception approval shall be required. The outdoor capacity authorized by this approval is limited to 49 people. The site plan included as Exhibit E shall be binding upon the applicant, except that minor modifications may be made during the site plan review process to conform to the City Code or life safety requirements.

3. The applicant shall conform to the City of Cocoa noise ordinances. The maximum permissible sound level in a commercial area is 65 dBA between 7:00 a.m. and 7:00 p.m. and 60 dBA between 7:00 p.m. and 7:00 a.m. Sixty (60) dBA is the volume of normal conversation. Therefore, no amplified music shall be permitted.

4. Hours of operation shall be limited to 10 a.m. to 10 p.m.

5. The Special Exception shall not be effective until the applicant has secured a waiver for the six (6) existing parking spaces located on the property.

6. The approval shall be limited to the sale of beer and wine only.

Any other conditions deemed necessary by the City Council.

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COCOA
FLORIDA

N

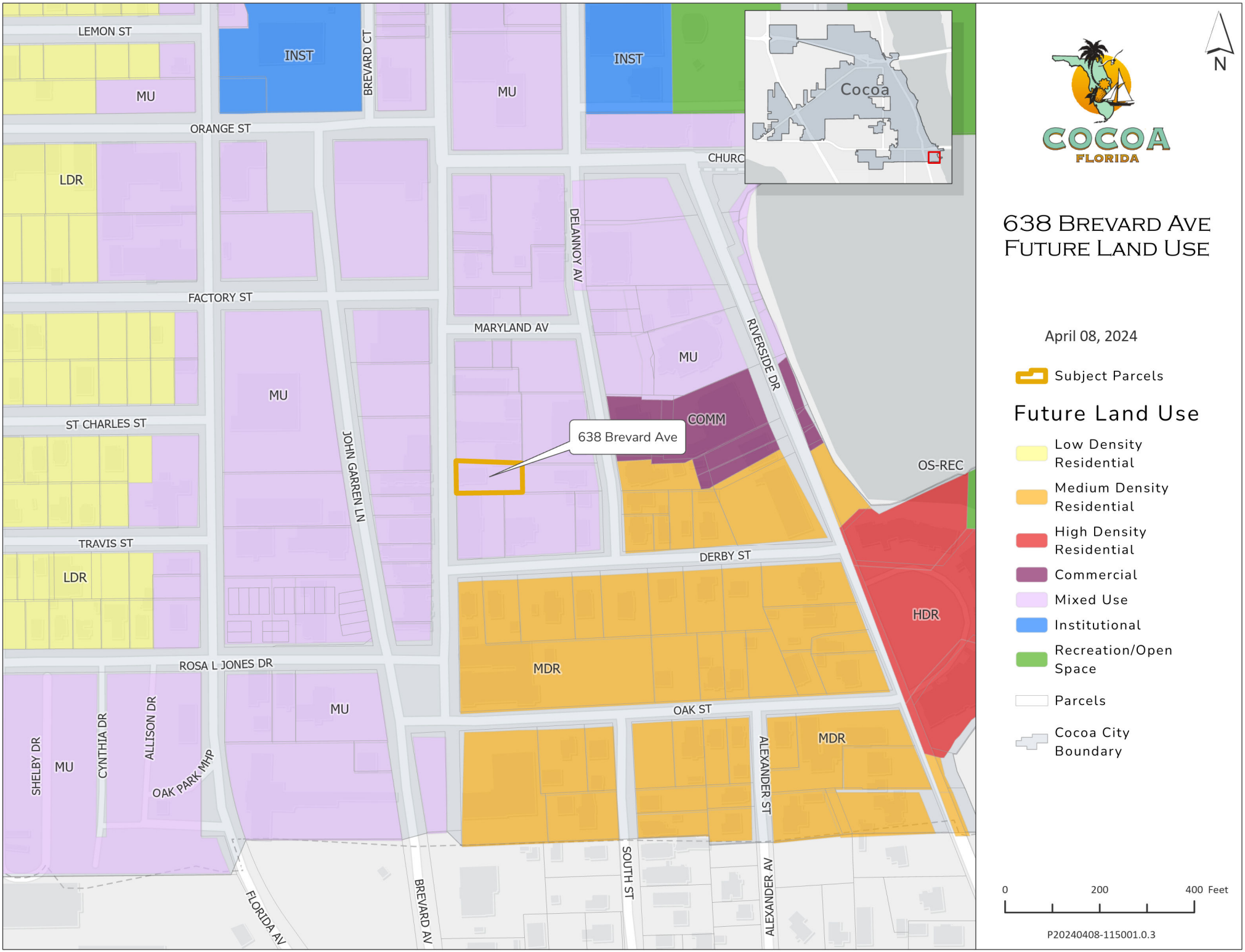
638 Brevard Ave Location

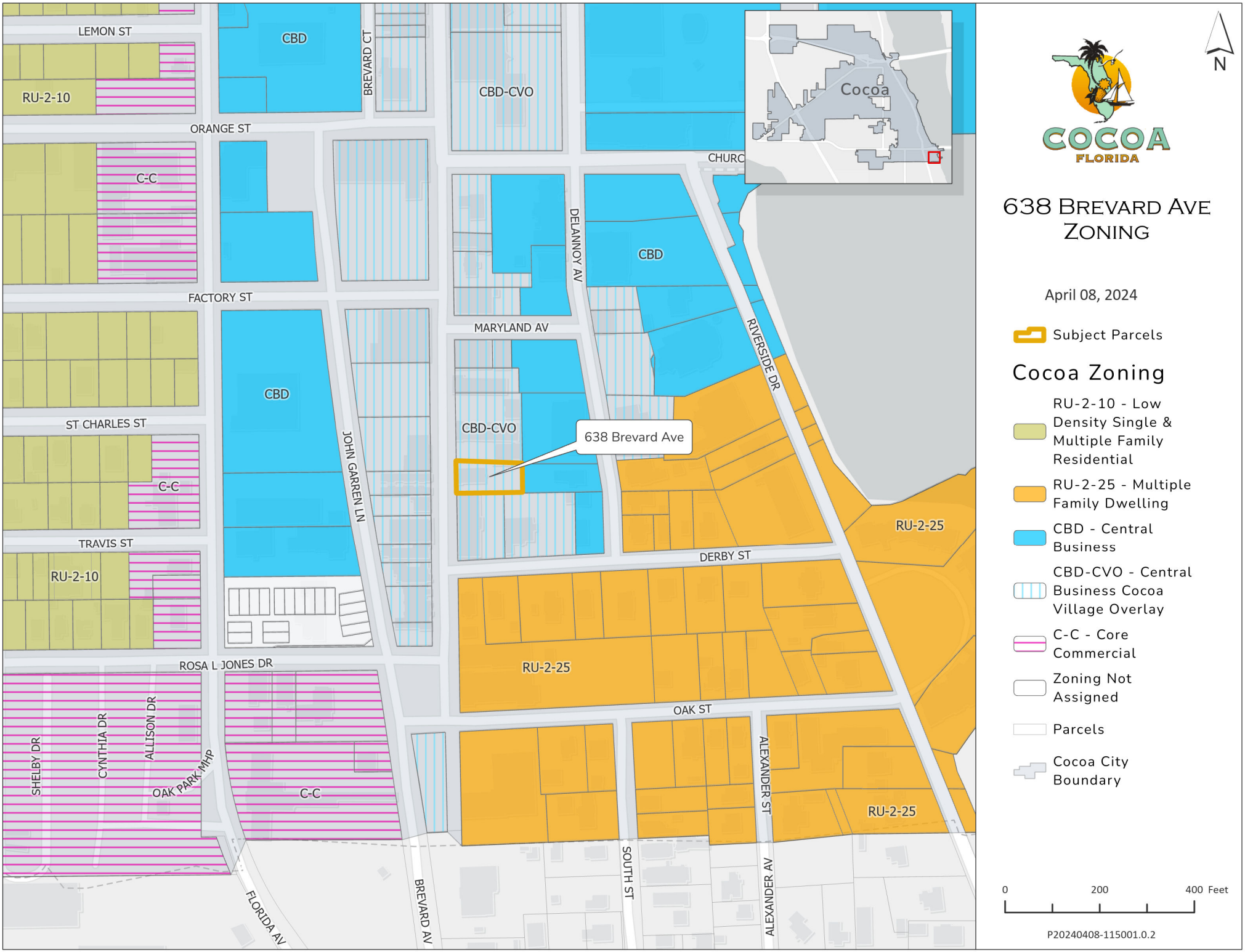
April 08, 2024

- Subject Parcels
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20240408-115001.0.1


LEMON ST
INST
BREVARD CT
MU
INST
ORANGE ST
CHURC
LDR
DELANNOY AV
FACTORY ST
MARYLAND AV
MU
RIVERSIDE DR
MU
COMM
ST CHARLES ST
638 Brevard Ave
JOHN GARREN LN
OS-REC
TRAVIS ST
LDR
DERBY ST
HDR
MDR
ROSA L JONES DR
MU
OAK ST
SHELBY DR
MU
CYNTHIA DR
ALLISON DR
OAK PARK MHP
MDR
ALEXANDER ST
FLORIDA AV
BREVARD AV
SOUTH ST
ALEXANDER AV
Cocoa
N
COCOA
FLORIDA
638 Brevard Ave
Future Land Use
April 08, 2024
Subject Parcels
Future Land Use
Low Density Residential
Medium Density Residential
High Density Residential
Commercial
Mixed Use
Institutional
Recreation/Open Space
Parcels
Cocoa City Boundary
0
200
400 Feet
P20240408-115001.0.3


LEMON ST
CBD
BREVARD CT
CBD-CVO
RU-2-10
ORANGE ST
C-C
CHURC
DELANNOY AV
CBD
FACTORY ST
MARYLAND AV
RIVERSIDE DR
CBD
ST CHARLES ST
JOHN GARREN LN
CBD-CVO
638 Brevard Ave
C-C
RU-2-25
TRAVIS ST
DERBY ST
RU-2-10
RU-2-25
ROSA L JONES DR
OAK ST
SHELBY DR
CYNTHIA DR
ALLISON DR
OAK PARK MHP
C-C
ALEXANDER ST
RU-2-25
FLORIDA AV
BREVARD AV
SOUTH ST
ALEXANDER AV
Cocoa
N
COCOA
FLORIDA
638 Brevard Ave Zoning
April 08, 2024
Subject Parcels
Cocoa Zoning
RU-2-10 - Low Density Single & Multiple Family Residential
RU-2-25 - Multiple Family Dwelling
CBD - Central Business
CBD-CVO - Central Business Cocoa Village Overlay
C-C - Core Commercial
Zoning Not Assigned
Parcels
Cocoa City Boundary
0
200
400 Feet
P20240408-115001.0.2

NOTICE of APPEAL

Charlene Neuterman, MPA
Community Services Director
65 Stone Street
Cocoa, Florida 32922
321.433.8509

Received
JUN 13 2024
City Manager's Office

Re: FARM INC,
(TAX ID 24-36-33-85-A)
638 BREVARD AVENUE, COCOA FLORIDA 32922

The City of Cocoa Board of Adjustment vote on May 15, 2024 (*for the property listed above*), upset myself and several other property owners next to and in proximity to the above property.

The decision of the board has created several serious concerns that involve **Loss of Property Values**, **Loss of Income**, and **Property Rights** that we have enjoyed for 35 plus years. This includes not addressing a similar case that was denied for the same reasons we have above.

The above variance requests basically involves a zoning change request that should have gone before the Planning and Zoning Board not the Board of Adjustment for approval.

Please allow this appeal to be addressed by the Cocoa City Council to review this important issue that has ignores many other issues not listed here.

Thank You
Aleck Greenwood
P.O.Box 1077
Cocoa, Florida 32923
321.917.3770

NOTICE of APPEAL

Charlene Neuterman, MPA
Community Services Director
65 Stone Street
Cocoa, Florida 32922
321.433.8509

Re: FARM INC,
(TAX ID 24-36-33-85-A)
638 BREVARD AVENUE, COCOA FLORIDA 32922

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Please allow this appeal to be addressed by the Cocoa City Council to review this important issue that has ignores many other issues not listed here.

Thank You
Aleck Greenwood
P.O.Box 1077
Cocoa, Florida 32923
321.917.3770

PREPARED 6/13/24, 13:15:14 PAYMENTS DUE INVOICE
City Of Cocoa PROGRAM PZ821L

PROJECT NUMBER: 24-02500002 APPEAL FOR FARM BAR BOA DECISION

FEE DESCRIPTION	AMOUNT DUE
APPEAL OF BOA/PZ DECISION	850.00
TOTAL DUE	850.00

Please present this invoice to the cashier with full payment.

PREPARED 6/14/24, 16:32:43 CASH EDIT LISTING
PROGRAM CR400L
CITY OF COCOA

BATCH ID - COCOSMR 6/14/24 01 OVER THE COUNTER DRAWER #: 1

DETAIL TOTALS

PYMT TYPE	DESCRIPTION	COUNT	AMOUNT	ZERO/VOID COUNT
PZ	PLANNING & ZONING PAYMENT	1	850.00	0

TENDER METHOD	DESCRIPTION	COUNT	TENDERED AMOUNT	NON-CASH AMOUNT
CK	CHECK	1	850.00	850.00

TENDERED TOTAL	850.00	NON-CASH TOTAL	850.00
CHANGE	.00	CASH IN DRAWER	.00
GRAND TOTAL	850.00	GRAND TOTAL	850.00

ENDORSEMENT CODES	DESCRIPTION	COUNT	AMOUNT
**	DEFAULT ENDORSEMENT . . .	1	850.00

BANK CODE TOTALS

CODE		AMOUNT
00	DEFAULT BANK CODE	850.00

VOIDED OR ZERO RECEIPTS	0	.00
ENTERED TOTAL	0	.00
COMPUTED NON-ZERO RCPTS	1	850.00

**** OUT OF BALANCE ****

9248

+NT
PRIVATE PROPERTY DEVELOPMENT, INC.
GENERAL
P.O. BOX 1077
COCOA, FL 32923-1077

DATE 6-13-24 63-8413/2670

PAY TO THE ORDER OF City of Cocoa $ 850.00

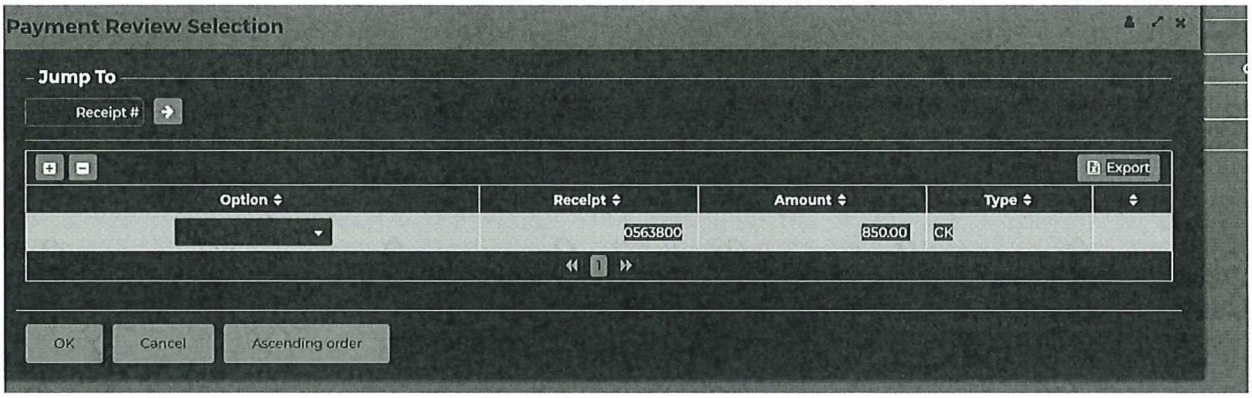
eight hundred fifty & no/100 DOLLARS

Security Features Included Details on Back.

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

FOR Appeal of BOA decision

⑈009248⑈ ⑆267084131⑆ 940180602 5⑈


Payment Review Selection
Jump To
Receipt #
Export
Option
Receipt
Amount
Type
0563800
850.00
CK
1
OK
Cancel
Ascending order

CITY OF COCOA
JUL 2 2024
RECEIVED
PLANNING & ZONING DIVISION

AMENDED NOTICE of APPEAL

July 1, 2024
Stockton Whitten
City Manager for City of Cocoa
65 Stone Street
Cocoa, Florida32922

Sir, In response to your letter of June 25th, As the Appellant Aggrieved Person, Please accept this as my, ((and/or) ("our")) Amended Notice of Appeal from the final decision of the Board of Adjustment arising out of its hearing held May 15, 2024.;

1). MATTER APPEALED

The final decision of the City of Cocoa Board of Adjustment, Case# 24-271 rendered as a result of its May 15, 2024 hearing in City Hall Council Chambers, granting the application of Farm Bar, Inc. for a SPECIAL EXCEPTION to the property it owns located at 638 Brevard Avenue, Cocoa, Florida for an outside bar and package store in accordance with Article XI, Section 13(C) and Section 22(F) to allow for a "bar or lounge, with or without package store" to operate a beer and wine bar.

2.) MANNER IN WHICH THIS PARTY IS AGGRIEVED.

Appellant Aleck Greenwood owns property adjacent to 638 Brevard Ave, at (640 Brevard Avenue) and resides there full time.

Appellant is an aggrieved party (("party" is undefined in the City Code for this matter, but deference to the Oxford Dictionary, is a "person" as defined therein) by virtue of the fact that the permitted exceptional use of 638 Brevard Avenue as an outside bar is incompatible with his use and quiet enjoyment of his property that will negatively

impact his quality of life as it will generate an unacceptable level of noise for the residential use of his property, and it preceded that of 638 Brevard Avenue for over 35 years and therefore negatively impacts his property values.

3.) STANDING

Appellant would incorporate the matters stated in Section 2, above, and would further state as an owner and resident of an adjacent property to that which the Board of Adjustment **(BOA) GRANTED** the special exception qualifies as an" aggrieved party " and therefore has standing to bring this appeal pursuant to City of Cocoa Zoning Ordinance Appendix A, Article XVII Section 1(a)(1) which states that **"ANY"** (emphasis supplied) party aggrieved by **"ANY"** final decision of the BOA shall have the right to appeal the final decision to the City Council by filing a notice of appeal along with an administrative fee established by the City Council by resolution."

Appellant has timely and duly filed said notice of appeal and paid the fee as required by the City. Furthermore, Appellant is a "party" (person) and a property owner and resident of the City of Cocoa and has sufficient standing to bring this appeal before the City Council.

4.) SUBSTANCE AND LEGAL BASIS OF APPEAL

The BOA erred in granting the SPECAL EXCEPTION to 638 Brevard Avenue, on the factual and legal basis which includes, but not limited to, the following:

A.) The applicant owner of 638 Brevard Avenue for the SPECIAL EXCEPTION to said property failed to carry its burden showing that it would be in compliance with all applicable rules to the granting of same, as set forth in Article XVII Section 2 SPECIAL ESCEPTIONS (A)-(K) of the Zoning Code of the City of Cocoa.

B.) The granting by the BOA of this SPECIAL EXCEPTION adversely affects the public interest, especially of the contiguous property owners, in Violation of ARTICLE XVII, Section 2 (D) which states **"in no case shall (the BOA) grant a SPECIAL EXCEPTION that in ANY WAY ADVERSELY AFFECTS THE PUBLIC INTEREST** (emphasis supplied), adversely affecting nearby property owners by negatively impacting their quality of life and lowering property values is adverse to the public interest."

C.) The BOA failed to make written findings certifying compliance with the specific rules governing SPECIAL EXCEPTIONS as set forth in the City of Cocoa's Zoning Code Article XVII Section 2 (A)-(K) also set forth on the application for SPECIAL EXCEPTION required to be properly completed by the applicant.

D.) The BOA has failed to consider the matters set forth herein by the aggrieved party appellant and surrounding residents and property owners that expressed at the May15th hearing by failing to prescribe appropriate conditions and safeguards to protect their interests to protect them from the negative effects of the operation of an outdoor bar during afternoon and evening hours affecting the City's residents.

This includes the fact that the City has failed on numerous occasions to enforce the noise ordinances when complaints have been made by more than several residents and property owners with regard to other bars in Cocoa Village. Yet the BOA disregarded this issue when granting this property at 638 Brevard, (which is in a previously quiet area for many years of South Brevard Avenue), to operate with live entertainment and mechanical music in an outside environment during early afternoon hours, early evening hours and late nighttime hours disturbing the peace for the City's residents.

> Wherefore, Appellant requests the City Council of Cocoa to docket this matter on its agenda for a de novo hearing on this matter and consider the testimony and evidence to be presented and find that the BOA erred in granting the SPECIAL EXCEPTION to the property located at 638 Brevard Avenue, Cocoa, Florida.

Repectfully,

Notary Public State of Florida
Heidi F Byron
My Commission HH 302204
Expires 8/17/2026

7/2/24

Aleck Greenwood
(Aggrieved Person Appellant)
640 Brevard Avenue, 201
Cocoa, Florida 32922
321.917.3770

PERSONALLY KNOWN

BOARD OF ADJUSTMENT AGENDA ITEM

Memo Date: May 3, 2024
Agenda Date: May 15, 2024
Prepared By: Lucilene Ribeiro - Planner
Through: Stockton Whitten, City Manager
Requested Action:

Consideration of a Special Exception request from Appendix A, Zoning, Article XI, Section 13(C) (6) and Section 22(F) of the City of Cocoa Code to allow for "a bar or lounge, with or without a package store" to operate a beer and wine bar.

BACKGROUND:

Date:	May 3, 2024
Project No.:	PZ-24-00000009
Meeting Date:	May 15, 2024
Project Planner:	Lucilene Ribeiro, Planner
Applicant:	Chris Hyskell 30 Lime Ave Cocoa, FL 32955
Property Owner:	Chris Hyskell 30 Lime Ave Cocoa, FL 32955
Requested Action:	Consideration of a Special Exception request from Appendix A, Zoning, Article XI, Section 13(C) (6) and Section 22(F) of the City of Cocoa Code to allow for "a bar or lounge, with or without a package store" to operate a beer and wine bar
Notice Provided:	Notice of the public hearing was provided by publishing in the newspaper on April 2, 2024, and posting the property and mailers to property owners within 500 feet.

I. Project Information

The applicant seeks Special Exception approval to operate a family and pet-friendly outdoor beer garden in the rear yard of an estimated 1624 sqft building at 638 Brevard Ave. The property, with a total of .19-acre site, contains an existing barber shop, and the applicant proposes a venue that will vary between hosting occasional special events and operating as

a self-seating outdoor area with beer and wine sales from Wednesday thru Sunday from 10:00 am to 10:00 pm.
Farm Bar proposes partnerships with other local businesses to provide food to its customers throughout the day.

City records indicate the subject property has been in use as a professional service establishment, beauty, and barber shop since 2007, going through many businesses, including Victoria's Skin Revenue Spa, Color Glam Salon and Spa, Village Hair & Nail, and others.

The Future Land Use (FLU) designation is Mixed Use, and the property is zoned CBD-CVO and is located in the Cocoa Waterfront Overlay District, Cocoa Village Subdistrict, which allows for bars and lounges as a special exception only. The site is located between Factory St and Derby St, on the East side of Brevard Ave, and is surrounded by CBD-CVO-zoned commercial properties to the North, South, and West.

The applicant has submitted a conceptual plan (Exhibit E) showing a seating area layout for 49 seats.

Future Land Use:	Mixed Use
Zoning District:	CBD-CVO
Existing Land Use:	Personal service establishment- barber shop
Council District:	District 1 – Councilmember Goins

Overview of Surrounding Area:

	Future Land Use Designation	Zoning District	Land Use
North	Mixed Use	CBD-CVO	Commercial and Residential
South	Mixed Use	CBD-CVO	Residential
East	Mixed Use	CBD	Residential
West	Mixed Use	CBD-CVO	Residential

Please see the existing site, surrounding zoning, and future land uses on the map included as Exhibits "A", "B" and "C

II. Special Exception Analysis

Before any special exception may 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 concerning the following where applicable (according to Appendix A, Article XVII, Section 2):

A.) Demonstrate that there is ingress and egress to the 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.

Staff Finding: The existing driveway will be converted to a main pedestrian access to the outdoor area located on the east side of the property. As a result, no automotive traffic is expected on the property. The previously existing parking area will be utilized to accommodate the proposed business concept eliminating the existing parking. The applicant submitted for a parking waiver to address the six (6) parking spaces required for the existing barber shop, which will be considered by the Board of Adjustment concurrently with this special exception application.

B.) Explain where the required off-street parking and loading areas are required, with particular attention to the items in (a) above, and economic, noise, glare, or odor effects of the special exception on the adjoining properties and properties generally in the district.

Staff Finding: A loading area is not required since the pre-existing building preserves a total gross area of less than 4,999 square feet.

The applicant completely relies on nearby parking within the village district for patron and team member parking and loading/unloading activities. Based on Appendix A Zoning, Art. XII, Sec. 4(d) (45), the unchanged **building** gross floor area allows the City to consider the provided parking spaces sufficient.

Appendix A Zoning, Art. XII, Sec. 4(d)(45) Central Business District, including the Cocoa Village Overlay. The Central Business District, as defined in the City of Cocoa Code, shall have the following special parking requirements:

*a) Whenever there is a change of use or use intensity which changes parking generating factors in a building existing as of August 10, 2004, and the gross floor area **of the existing building** remains unchanged, no additional parking or loading spaces will be required; however, increases in residential dwelling units shall meet the parking requirements outlined above for specific uses.*

The applicant incorporated a bike rack into the design, providing a welcome alternative to transit riders and the community.

This use will be consistent with the entertainment, bar, and nearby uses, including several with outside seating, and is expected to complement and facilitate the economic vitality of the CBD-CVO.

The outdoor beer garden is not expected to cause any additional noise, glare, or odor effects to adjacent properties, given the similarity with other local businesses. The City of Cocoa's noise ordinance provides for a maximum permissible sound level in a commercial area of 65 dBA between 7:00 a.m. and 7:00 p.m. and 60 dBA between 7:00 p.m. and 7:00 a.m. Sixty (60) dBA is the volume of normal conversation. Lighting shall be designed, installed, maintained, and directed to avoid glare on adjoining properties.

Planning and Zoning set conditions for this approval to address any concerns with noise as previously seen in similar businesses.

C.) Explain the impact of refuse and service areas, with particular attention to the items in (a) and (b) above.

Staff Finding: No impact on the existing refuse and service areas. A slab on the Southern portion of the building will be used to store roll-off trash containers for pickup. This should provide enough refuse capacity for the intended use.

D.) Demonstrate sufficient utilities regarding locations, availability, and compatibility.

Staff Finding: The City of Cocoa Utilities Department already serves the property for water, sewer, and reclaimed service. The proposed use would not require additional utilities.

Stormwater The site area is 0.18 acres or 7,700 SF, of which 5,581 SF is impervious. To meet Appendix A Article XIII, Section 19(1), the stormwater retention facility would need to retain the stormwater runoff from impervious areas resulting from a ten-year storm experience within the limits of the property. The precipitation frequency estimate for a 10 yr, 24 hr storm event is 7.47 inches, or 0.6225 Ft. so the retention volume would be 5,581 SF x 0.6225 Ft. = 3,474 Ft^3. The site plan and calculations provided reflect the requirements established, and Public Works has no further comments.

E.) Demonstrate that there is adequate screening and buffering with reference to type, dimension, and character.

Staff Finding: A 6-foot fence will surround the property for safety and will prohibit patrons from leaving the premises with alcohol open containers. The applicant will provide landscape in accordance with the site plan amendment review in accordance with the City of Cocoa Ordinances.

F.) Demonstrate that there are adequate yards and open space.

Staff Finding: The building layout is pre-existing, and no proposed changes are proposed to it. The proposed concept operates mainly outdoors, replacing the parking area on the east side of the property with a paved area and picnic tables.

G.) Demonstrate how adequate height requirements have been met.

Staff Finding: The accessory structure installed on-site exceeds the height of the primary structure and should be addressed by the applicant. In accordance with Appendix A- Zoning, Article XI Sec. 22 (I) (3).

H.) List any renewal and/or termination dates.

Staff Finding: Staff does not recommend any renewal or termination requirements.

I.) Explain how the use will be reasonably compatible with the surrounding uses in its functions, 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 functions that may be used to measure compatibility.

Staff Finding: The proposed bar/lounge use is commercial and compatible with other uses in the vicinity and along Brevard Avenue and the hours of operation would be limited to no later than a 10:00 p.m. closing, which is earlier than other local bar/lounge businesses.

It is anticipated that the Farm Bar will serve most Cocoa Village visitors and is not anticipated to generate large volumes of independent traffic. The hours of operation are Wednesday thru Sunday from 10:00 until 10:00 pm.

Applicant Responses to the above-referenced criteria are found in Exhibit D, the Application for the Special Exception.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff recommends APPROVAL of the Special Exception in accordance with Appendix A, Zoning, Article XI, Section 13(C) (6) and Section 22(F) of the City of Cocoa Code to allow for "a bar or lounge, with or without a package store" to operate a beer and wine bar, with the following conditions:

1. The Special Exception shall not be effective until the applicant has secured all the permits and approvals necessary for any development related to the Special Exception, such as site plan approval. Such permits shall be obtained within six (6) months of the Board's approval unless the Board grants the applicant additional time.
2. If the use is extended, enlarged, or expanded, additional special exception approval shall be required. The outdoor capacity authorized by this approval is limited to 49 people. The site plan included as Exhibit E shall be binding upon the applicant, except that minor modifications may be made during the site plan review process to conform to the City Code or life safety requirements.
3. The applicant shall conform to the City of Cocoa noise ordinances. The maximum permissible sound level in a commercial area is 65 dBA between 7:00 a.m. and 7:00 p.m. and 60 dBA between 7:00 p.m. and 7:00 a.m. Sixty (60) dBA is the volume of normal conversation. Therefore, no amplified music shall be permitted.
4. Hours of operation shall be limited to 10 a.m. to 10 p.m.
5. The Special Exception shall not be effective until the applicant has secured a waiver for the six (6) existing parking spaces located on the property.
6. The approval shall be limited to the sale of beer and wine only.

Any other conditions deemed necessary by the Board of Adjustment

Board of Adjustment
Special Exception Application

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Board of Adjustment hearing. A pre-application meeting with Staff is **recommended**.

For Office Use Only - Date Received
RECEIVED
MAR 15 2024
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Request:** Sale of Beer and Wine in CBD-CVO District
2. **Applicable City Code Section(s):** Article XI Sec. 13c

3. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

Company (if applicable): Farm Bar Inc
Name: Chris Hyskell
Mailing Address: 30 Lime Ave
City: Rockledge State: _____ Zip Code: 32955
Phone #: (321)431-9889 Fax #: _____
Mobile #: (321)431-9889 E-mail: chrishyskell@gmail.com

4. **Property Owner Information:** ** Check here if same as Applicant* → ☒
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____
Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone #: _____ Fax #: _____
Mobile #: _____ E-mail: _____

5. Property Information:

Street Address and Location: 638 Brevard Ave, Cocoa, FL

Parcel ID: 24-36-33-85-*-A□□.□-□□□□.□□

Tax Account Numbers: 2426510

Land Area: 7,740 square feet or 0.19 acres

Future Land Use *(to be completed by City)*: _____

Zoning District *(to be completed by City)*: _____

Existing Use(s) on Property: Commercial

Proposed Use(s) on Property: Commercial and Outdoor Bar

6. Special Exception Petition:

Before any Special Exception may be issued, the Board of Adjustment must make a positive finding for each of the criteria listed below. Applicants must provide the following information for the Board's review and consideration:

a. *Demonstrate that there is ingress and egress to the property and proposed structures thereon providing automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.*

The improvements and operation of this proposal are entirely outdoors oriented with exception of bathroom facilities in an existing structure. Ample exit space is alloted via a 15 ft open walkway exiting to Brevard Ave. The walkway is pedestrian only.

b. *Explain where the required off-street parking and loading areas are, 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 districts.*

Ample parking is available approximately 50 ft North of this improvement at a public lot on the corner of Factory St. and Brevard Ave. Operations will be family and pet friendly with simple beverage service concluding at or before 10pm. No odor, glare or obnoxious activities will be conducted.

c. *Explain the impact of refuse and service areas are, with particular reference to the items in (a) and (b) above.*

All bottles and cans consumed will be recycled through normal waste services and will not accumulate on premise. Minimal trash is expected, as almost all products to be served will be recycleable.

d. *Demonstrate that there are sufficient utilities, with reference to location, availability, and compatibility.*

A licensed electrician concluded there are four available circuit breaker slots on an exterior panel on the existing building, which are plenty sufficient to provide power for LED lighting and cooling fans. No major electrical appliances will be needed.

e. *Demonstrate that there is adequate screening and buffering with reference to type, dimensions, and character.*

No screening is required, but sun sails will be utilized to provide shade and misting fans will help keep patrons comfortable

f. Explain the impact of signs, if any, and proposed exterior lighting with references to glare, traffic safety, economic effect, and compatibility and harmony with properties in the districts.

A simple neon and bulb sign will be installed facing Brevard Ave. The sign only faces commercial properties that close prior to dark (a sewing shop, bike shop and salon). The sign will be about 2ft tall by 6ft wide and extinguished upon closing.

g. Demonstrate that there are adequate yards and other open space.

Ample open space and yards have been reserved on all sides of the proposed patio. These yards are typically 7ft of more in width. Several Native and continually flowering trees and plants will be installed, all irrigated

h. Demonstrate how adequate height requirements have been met.

N/A, the existing building height will not change.

i. Demonstrate how adequate landscaping requirements have been met.

All existing trees have been retained. I'm happy to show several additional plantings of Crepe Myrtle, Dogwood, white orchid, golden trumpet, hibiscus and two stately palms that will provide an exceptionally attractive environment!

j. List any renewal and/or termination dates.

N/A

k. Explain how 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.

The existing building already adds an attractive style to Brevard Ave. Patio Operations will be reasonably Quiet and operate very similar to long-time businesses like Murdocks, Time Out, The Biergarten, Village Idiot, etc. The improvements work in harmony and cooperation with all these functions while increasing land value over the current gravel lot that is fairly useless.

7. Please submit the following items in order complete the application:

a. ☒ **Notarized application.**

b. ☒ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to **servicedesk@brevardfl.gov** and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

c. ☒ **Application fee.** The fee is $1200 Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal.

d. ☒ **Proof of ownership.** A copy of the most recent recorded warranty deed or record of ownership printed from the Brevard County Property Appraiser website is required.

e. ☐ **Property Owner Authorization.** If the applicant is not the property owner, then the property owner will need to provide authorization by signing below (See #10 below).

f. ☒ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

g. ☒ **Certified boundary survey and/or site plan.** Contact Planning & Zoning Division staff to determine if both a boundary survey and a site plan are required. Site plans should be drawn to scale and show the size and shape of the property, location of existing and proposed structures, streets, access points, fences, parking and landscaping areas.

h. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, or elevations.

8. Application filing deadline. The application filing deadline is the first day of each month at 5:00 pm for public hearings that are held in the following month. Example: Application deadline is Oct. 1st for the November BOA meeting.

9. Application filing procedure. This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division prior to the established filing deadline for the public hearing before the Board of Adjustment.

Public hearing process information – please read this!

- **Public hearing date and location.** All regularly scheduled hearings are held on the third Wednesday of each month at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

- **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

- **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan. The City recommends all applicants to consider consulting an attorney regarding their applications.

- **Format of public hearing.** The public hearing before the Board of Adjustment is quasi-judicial in nature. State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing. Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Board of Adjustment before the public hearing date. A copy may be obtained from the City Clerk's Office.

- **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

- **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:
  a. The witness has personal knowledge of the fact in which the witness will testify; and/or
  b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
     1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
        - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
        - The opinions and inferences do not require any special knowledge, skill experience or training.
     2. *Expert witness*. Testimony of an expert witness is qualified only if:
        - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
        - The witness is adequately qualified to express an opinion on the matter.

- **Board action.** If the Board of Adjustment finds that the facts presented in the matter justify approval, it may approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board of Adjustment finds that the facts presented do not justify approval, it must deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held.

- **Appeals.** Appeals of a decision by the Board of Adjustment may be made to the City Council by filing an application with the Community Services Department within fifteen (15) days of the Board's decision. Any party aggrieved by the final decision of the City Council shall have the right to file an appropriate action in a court of competent jurisdiction.

10. Property Owner Authorization. * *Check here if same as Applicant* → ☒

I am the fee simple owner (or legal representative) of the property at: 638 Brevard Ave
and I hereby authorize the applicant to submit this Board of Adjustment Application regarding my property described above.

Chris Hyskell
(PRINT OWNER NAME)

Christopher T. Hyskell
(OWNER SIGNATURE)

☒ Personally Known OR ☐ Produced Identification

Type of I.D. Produced _____

CYDNEY MAKSYMOW
Notary Public, State of Florida
Commission No. HH 462236
My Comm. Exp. Nov. 7, 2027

Aydney Maksymow
(NOTARY PUBLIC SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 15 day of March, 20 24

---

11. Applicant Signature.

_____
(PRINT APPLICANT NAME)

_____
(APPLICANT SIGNATURE)

☐ Personally Known OR ☐ Produced Identification

Type of I.D. Produced _____

_____
(NOTARY PUBLIC SIGNATURE)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this _____ day of _____, 20 _____

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____



Detail by Entity Name

Florida Profit Corporation
FARM BAR INC.

Filing Information

Document Number	P21000038816
FEI/EIN Number	86-3403854
Date Filed	04/22/2021
Effective Date	04/20/2021
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	01/03/2023

Principal Address

638 BREVARD AVE
COCOA, FL 32922

Mailing Address

30 Lime Ave
ROCKLEDGE 32955 UN

Changed: 01/03/2023

Registered Agent Name & Address

HYSKELL, CHRISTOPHER
30 Lime Ave
ROCKLEDGE, FL 32955

Name Changed: 01/03/2023

Address Changed: 01/03/2023

Officer/Director Detail

Name & Address

Title P

HYSKELL, CHRISTOPHER
30 Lime Ave
ROCKLEDGE 32955 UN

Title VP

OWENS, BRITTANY
7705 POINSETTA AVE
CAPE CANAVERAL, FL 32920

Annual Reports

Report Year	Filed Date
2022	01/03/2023
2023	01/03/2023
2024	02/13/2024

Document Images

02/13/2024 -- ANNUAL REPORT	View image in PDF format
01/03/2023 -- REINSTATEMENT	View image in PDF format
04/22/2021 -- Domestic Profit	View image in PDF format

CFN 2021139887, OR BK 9138 Page 2805, Recorded 06/01/2021 at 09:09 AM Rachel M. Sadoff, Clerk of Courts, Brevard County Doc. D: $2100.00

Prepared by and return to:
Mitzi Thompson
Landing Title Agency, Inc.
1679 Garden Avenue
Melbourne, FL 32934
(321) 259-4445
File Number: **TL-172-21**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **18th day of May, 2021** between **Kelly Young, a married woman and Patricia Evans a/k/a Trish Evans, an unmarried woman** whose post office address is **340 W Exeter Street, Satellite Beach, FL 32937**, grantor, and **Farm Bar Inc., a Florida Corporation** whose post office address is **638 Brevard Avenue, Cocoa, FL 32922**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Brevard County, Florida** to-wit:

Begin on the West line of Lot A of the Davidson and Hicks subdivision located in the City of Cocoa in Brevard County, Florida, as shown by the plat of said subdivision recorded in Plat Book 2, Page 71, Public Records of Brevard County, Florida, at a point 5 feet South of the Northwest corner of said Lot A, thence run the West line of said Lot A, South 55 feet to the Southwest corner of said lot, thence run the South line of said Lot A, East to the Southeast corner thereof, thence run the East line of Lots A and B, North 55 feet to a point on the East line of Lot B, 3/4ths feet North of the Southeast corner of Lot B, thence run West and parallel to the South line of Lot A, 140 feet to the point of beginning, the said parcel of land being part of Lots A and B of said Davidson and Hicks subdivision.

Parcel Identification Number: 24-36-33-85-*-A

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **12/31/2020**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name: Glenn Tomasone

Witness
Printed Name: Mitzi B Thompson

Kelly Young

Patricia Evans a/k/a Trish Evans

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 18th day of May, 2021 by Kelly Young and Patricia Evans a/k/a Trish Evans who [X] are personally known or [ ] have produced drivers' licenses as identification.

[Seal]

GLENN W. TOMASONE
MY COMMISSION # GG 285197
EXPIRES: March 14, 2023
Bonded Thru Notary Public Underwriters

Notary Public
Print Name: Glenn Tomasone
My Commission Expires: 3/14/23

BASIN DATA AND CALCULATIONS

PROJECT: 638 Brevard Ave
DATE: 13-Mar-24
ENGINEER: C. Maksymow

Post-Development Basin Data:

Post Basin

Type	Area (acres)	
Impervious	0.04	35%
Semi-Impervious	0.08	73%
Pervious	0.07	65%
Total	0.11	

10 yr/24 hr Storm Required Retention:

Rainfall (10 yr/24 hr Storm)	7.47	inches
Impervious Area (100% bldg)	1,692	sf
Semi-Impervious (80% pavers)	2,731	sf
Volume Required	1,053	cf

Swale Capacity (north property line)

V=1/2 * TOP WIDTH *DEPTH *LENGTH		
Top Width:	3	
Depth:	0.5	
Length:	80	
Volume Provided	**60**	**cf**
V=1/2 * TOP WIDTH *DEPTH *LENGTH		
Top Width:	6	
Depth:	1	
Length:	60	
Volume Provided	**180**	**cf**

Swale Capacity (lawn area)

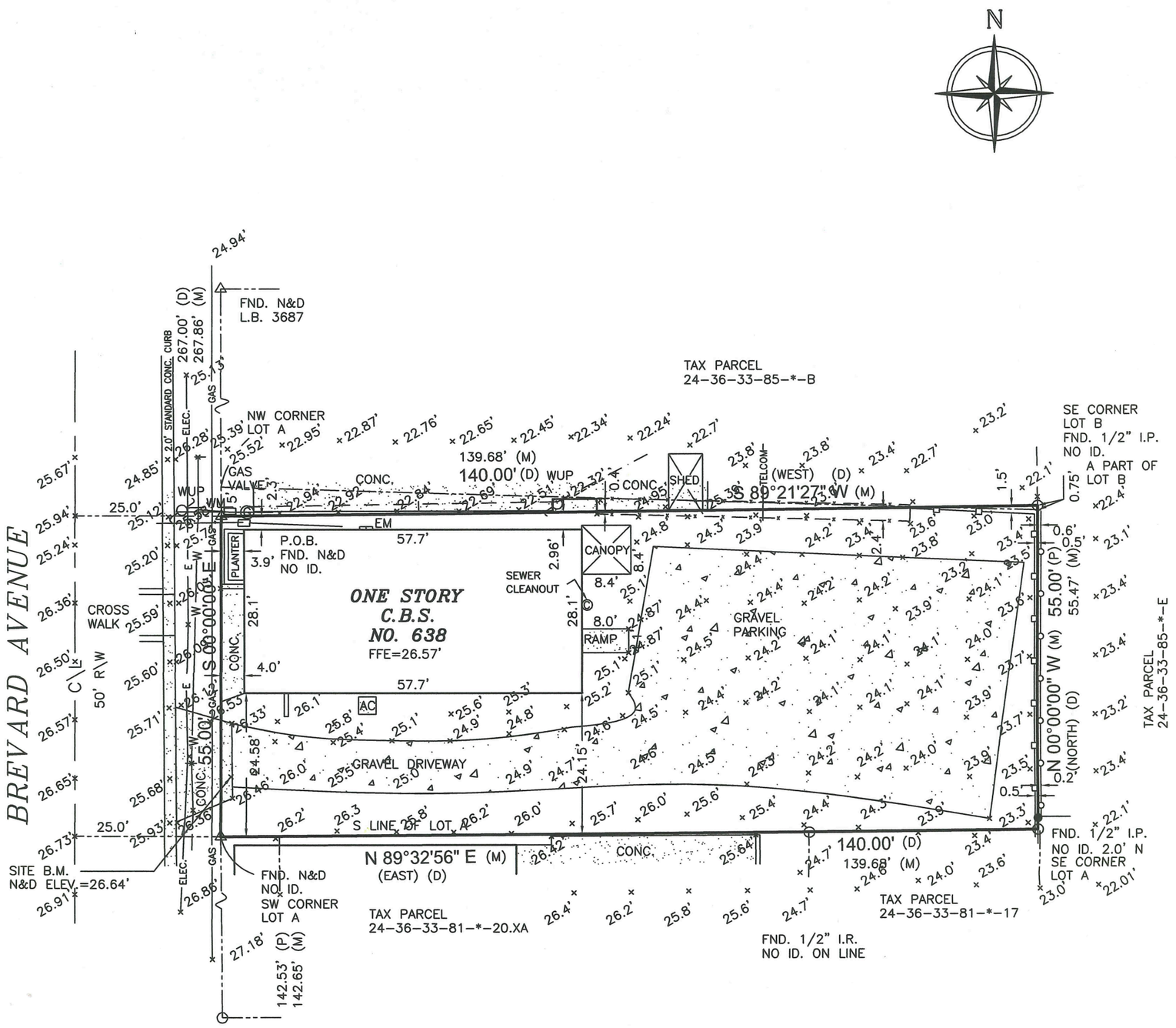
Depth (ft)	Area (Sq. Ft.)	Avg. Area (Sq. Ft.)	Volume (Cu. Ft.)	Sum. Volume (Cu. Ft.)
0.00	2,470		1,730	1,730
		1,730		
-1.00	990		0	0

Total Volume Required	**1,053**	**cf**
Total Volume Provided	**1,910**	**cf**

Infiltration of 1":

Rainfall	1	inch	
Site Area	0.18	acre	
Volume Required	**653**	**cf**	**< Vprovided**

MAP OF BOUNDARY/TOPOGRAPHIC SURVEY



DESCRIPTION:

Begin on the West line of Lot A of the Davidson and Hicks subdivision located in the City of Cocoa in Brevard County, Florida, as shown by the plat of said subdivision recorded in Plat Book 2, Page 71, Public Records of Brevard County, Florida, at a point 5 feet South of the Northwest corner of said Lot A, thence run the West line of said Lot A, South 55 feet to the Southwest corner of said lot, thence run the South line of said Lot A, East to the Southeast corner thereof, thence run the East line of Lots A and B, North 55 feet to a point on the East line of Lot B, 3/4ths feet North of the Southeast corner of Lot B, thence run West and parallel to the South line of Lot A, 140 feet to the point of beginning, the said parcel of land being part of Lots A and B of said Davidson and Hicks subdivision.

SURVEYORS NOTES:

1. This property is located in Flood Zone(s) X, The Residence is lying in Flood Zone(s) X, Map No. 12009C0426H, Panel No. 426, Suffix H, Community No. 120020, Effective Date, January 29, 2021
2. The bearings shown are based on an Assumed North Meridian, Being N 00°06'19" E along the East R/W line of Brevard Avenue.
3. This is Real Property being situated in Section 33, Township 24S, Range 36E.
4. The Surveyor has not abstracted the property. Only platted or furnished easements or encumbrances that may restrict the property are shown.
5. Underground improvements are not located unless requested.
6. Elevations if shown hereon based on NAVD88.Brevard County PID 7002B027 FLDOT Elev.= 32.71'

LEGEND & ABBREVIATIONS:

○ = Set 5/8" I.R.C.
△ = Set nail with metal disc
□ = Set concrete monument with disc
—o— = 4' C.L.F.
—□— = 6' W.F.
—x— = 6' VINYL FENCE
-·-·-·- = OHPL
— – — = Center line

(B.M.)=Benchmark,(CONC.)=Concrete,(C\L)=Centerline,(C.B.S.)=Concrete Block Structure (C.B.S.)=Concrete Block Structure,(C.&.S)=Covered and Screened, (C.M.)=Concrete Monument,(C.M.P.)=Corrigated Metal Pipe,(C.L.F.)=Chain Link Fence (D)=Deed,(E.M.)=Electric Meter,(F.F.E.)=Finished Floor Elevation,(Fnd.)=Found, (F.P.R.)=Fixed Point of Reference, (IRC)=Iron Rod with Cap,(I.P.)=Iron Pipe (G.M.)=Gas Meter,(L.B.)=Licensed Business,(L.S.)=Licensed Surveyor,(M)=Measured (M.E.S.)=Mitered End Section,(N&D)=Nail & Disc,(O.R.B.)=Official Records Book, (OHPL)=Over Head Power Line,(P.C.P.)=Permanent Control Point, (P)=Plat (P.O.B.)=Point of Beginning,(P.O.C.)=Point of Commencement (P.R.M.)=Permanant Reference Monument,(P.U.& D.E.)=Public Utility & Drainage Easement, (RNG.)=Range,(R.C.P.)=Reinforced Conc. Pipe,(R\W)=Right of Way,(SEC.)=Section (TWP.)=Township,(WUP)=Wood Utility Pole,(W.F.S.)=Wood Frame Structure,(W.M.)=Water Meter

CERTIFIED TO: CHRIS HYSKELL
FARM BAR INC.

Certified By: Eric Nielsen
Digitally signed by Eric Nielsen
Date: 2023.08.24 14:01:47 -04'00'
Signature Date:

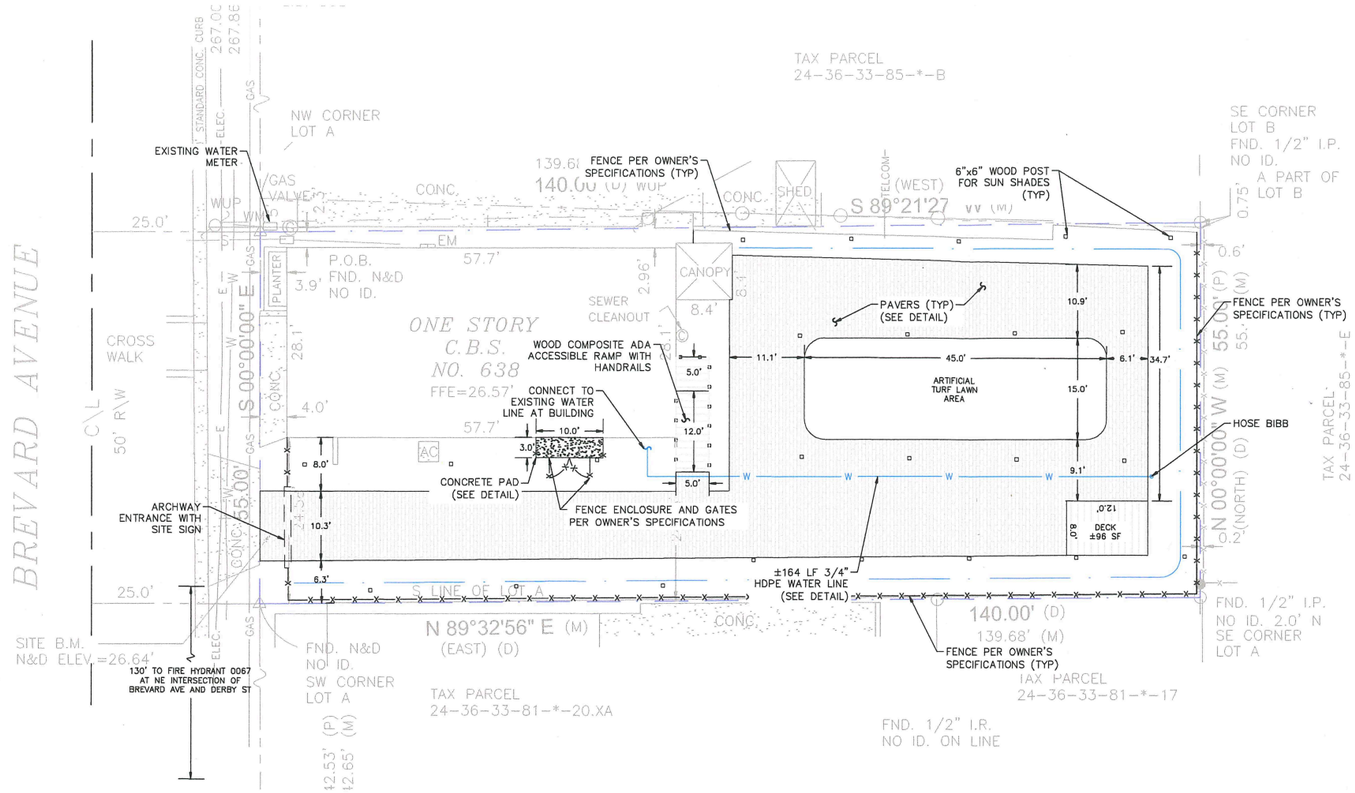
I Eric Nielsen Profesional Surveyor & Mapper, No. 5386, L.B. 6946, State of Florida certify this map of survey meets the standards set per Florida Administrative Code 5J-17.051 pursuant to Chapter 472.027 per Florida Statutes.

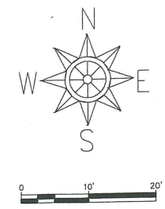
ERIC NIELSEN License Number 5386 STATE OF FLORIDA Professional Surveyor and Mapper

Eric Nielsen Land Surveying, Inc.
12 STONE STREET, COCOA, FL. 32922
Ph: (321) 631-5654
email: nielsensurveying@bellsouth.net

Revisions:	SCALE:	DATE:	JOB NO
TOPO.&UTILITY 8-15-23	1"= 20'	07-13-2021	21-368-07

UNLESS IT BEARS THE SEAL & SIGNATURE OF A FLORIDA LICENSED SURVEYOR THIS SURVEY IS FOR INFORMATIONAL PURPOSES ONLY. ©





GENERAL NOTES:

1. CONTRACTOR SHALL COORDINATE WITH ENGINEER OF RECORD IF ANY DISCREPANCIES ARE FOUND BETWEEN THE PROPOSED PLAN AND EXISTING CONDITIONS.
2. CONTRACTOR SHALL ADHERE TO ALL EROSION CONTROL MEASURES SPECIFIED IN THE EROSION CONTROL PLAN AND CITY OF COCOA.
3. CONTRACTOR SHALL PROVIDE PROTECTION FOR EXISTING SITE FEATURES THAT ARE NOT TO BE ALTERED AS PART OF PROPOSED IMPROVEMENTS.
4. CONTRACTOR SHALL COORDINATE ANY DOWN TIME OF UTILITIES WITH EXISTING BUILDING TENANTS.
5. ARTIFICIAL TURF TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
6. ALL PROPOSED PIPING WILL BE PRIVATELY OWNED AND MAINTAINED.

SITE DATA TABLE		
TOTAL PROJECT AREA	5,895 SF	0.14 AC
TOTAL SITE AREA	7,700 SF	0.18 AC
EXISTING BUILDINGS & CANOPY		1,824 SF
PROPOSED PAVERS, CONCRETE, DECK, AND ARTIFICIAL TURF		3,547 SF
TOTAL IMPERVIOUS AREA		5,171 SF
TOTAL PERVIOUS AREA		4,153 SF
TOTAL IMPERVIOUS %		67.16 %
TOTAL PERVIOUS %		53.94 %
OPEN SPACE		4,153 SF
SETBACKS:		
FRONT (0')		4.0'
REAR (0')		78.0'
SIDE (0')		2.3'
MAX BUILDING HEIGHT		65'

PARKING CALCULATIONS
PER LAND DEVELOPMENT CODE ARTICLE XII SEC 1(d)(45) FOR OFF-STREET PARKING AND LOADING REGULATIONS, NO PARKING REQUIRED WITHIN CENTRAL BUSINESS DISTRICT AND COCOA VILLAGE OVERLAY DUE TO NO CHANGE IN GROSS FLOOR AREA OF THE EXISTING BUILDING.

REVISIONS

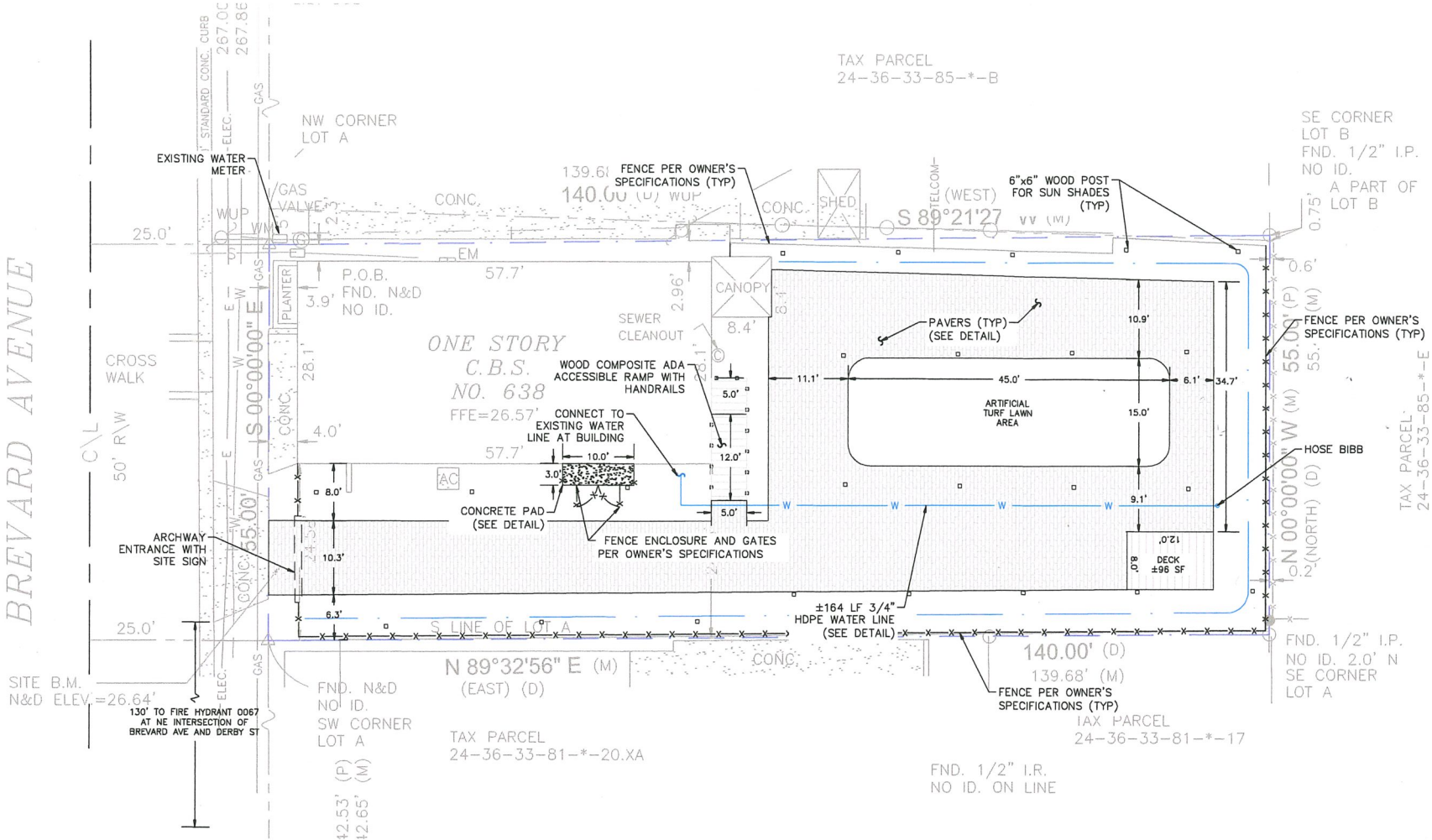
#	DATE	DESCRIPTION
1	1/15/24	REVISED PER CITY OF COCOA
2	3/13/24	REVISED PER CITY OF COCOA

CIVIL ENGINEERING

SITE AND UTILITY PLAN

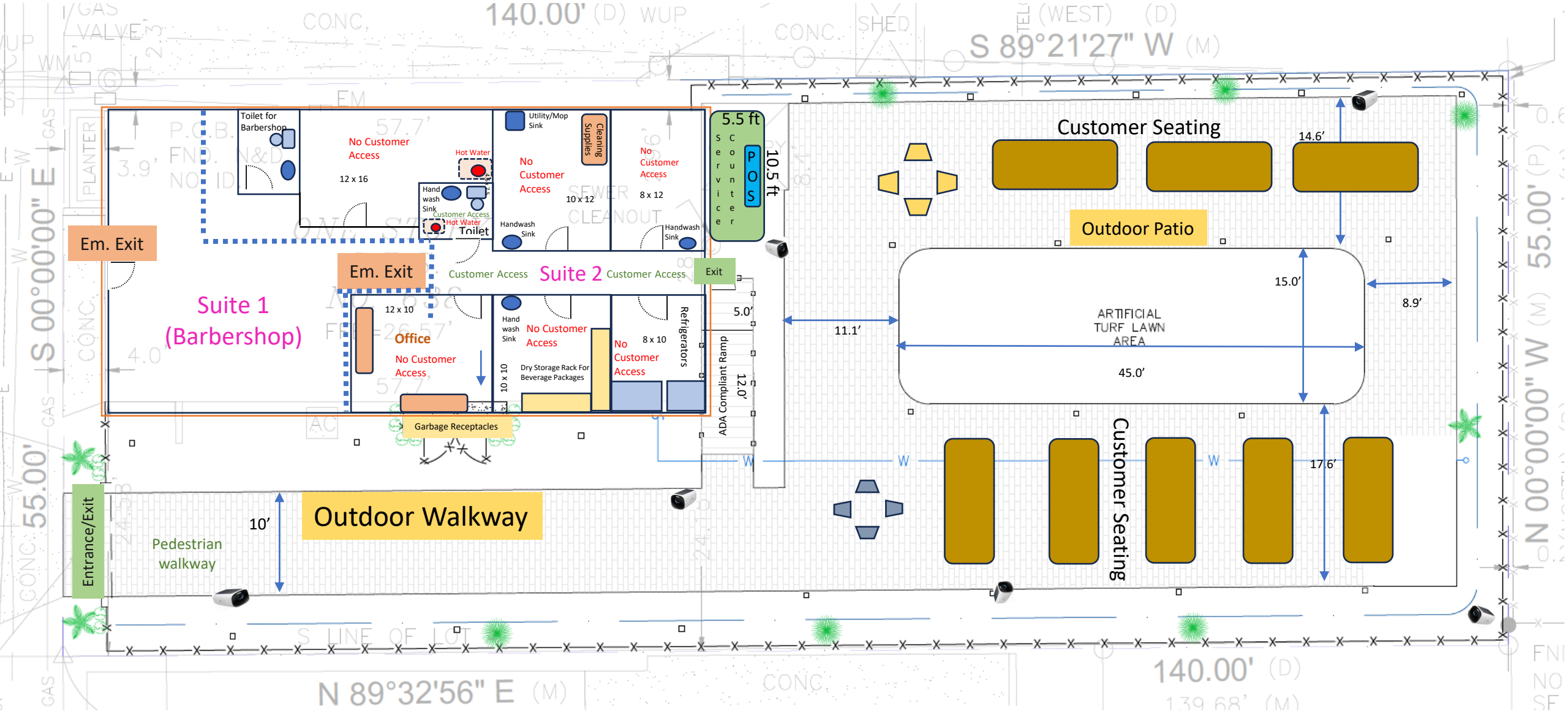
FARM BAR
638 BREVARD AVENUE, COCOA, FL
PREPARED FOR
FARM BAR INC.

DRAWN BY: CCM
DESIGNED BY: CCM
CHECKED BY: JEM
DATE: 10/3/23
PROJECT #: 23014
SHEET #: 4


BREVARD AVENUE
C\L
50' R\W
CROSS WALK
STANDARD CONC. CURB
ELEC.
GAS
NW CORNER LOT A
EXISTING WATER METER
GAS VALVE
WUP
WMH
25.0'
P.O.B. FND. N&D NO ID.
3.9'
PLANTER
S 00°00'00" E
28.1'
CONC.
4.0'
ONE STORY C.B.S. NO. 638
FFE=26.57'
57.7'
AC
8.0'
10.3'
24.5'
CONC. 35.00'
6.3'
25.0'
SITE B.M. N&D ELEV.=26.64'
130' TO FIRE HYDRANT 0067 AT NE INTERSECTION OF BREVARD AVE AND DERBY ST
FND. N&D NO ID. SW CORNER LOT A
42.53' (P) 42.65' (M)
TAX PARCEL 24-36-33-81-*-20.XA
S LINE OF LOT A
N 89°32'56" E (M)
(EAST) (D)
CONC.
TAX PARCEL 24-36-33-85-*-B
FENCE PER OWNER'S SPECIFICATIONS (TYP)
139.68'
140.00' (D) WUP
CONC.
SHED
TELCOM
(WEST)
S 89°21'27" W (M)
6"x6" WOOD POST FOR SUN SHADES (TYP)
SE CORNER LOT B FND. 1/2" I.P. NO ID. A PART OF LOT B
0.75'
0.6'
CANOPY
8.4'
SEWER CLEANOUT
2.96'
8.1'
PAVERS (TYP) (SEE DETAIL)
10.9'
WOOD COMPOSITE ADA ACCESSIBLE RAMP WITH HANDRAILS
5.0'
11.1'
45.0'
6.1'
34.7'
ARTIFICIAL TURF LAWN AREA
15.0'
CONNECT TO EXISTING WATER LINE AT BUILDING
10.0'
12.0'
3.0'
CONCRETE PAD (SEE DETAIL)
5.0'
9.1'
FENCE ENCLOSURE AND GATES PER OWNER'S SPECIFICATIONS
12.0'
8.0'
DECK ±96 SF
±164 LF 3/4" HDPE WATER LINE (SEE DETAIL)
FENCE PER OWNER'S SPECIFICATIONS (TYP)
FENCE PER OWNER'S SPECIFICATIONS (TYP)
HOSE BIBB
55.0' (P) 55.2' (M)
N 00°00'00" W (M)
0.2' (NORTH) (D)
TAX PARCEL 24-36-33-85-*-E
FND. 1/2" I.P. NO ID. 2.0' N SE CORNER LOT A
140.00' (D)
139.68' (M)
TAX PARCEL 24-36-33-81-*-17
FND. 1/2" I.R. NO ID. ON LINE

Operating Plan – 638 Brevard

4/9/24



CITY OF COCOA
BOARD OF ADJUSTMENT
MEETING MINUTES
May 15, 2024

A Regular meeting of the Board of Adjustment of the City of Cocoa was held on Wednesday, May 15, 2024 in the Council Chambers at 65 Stone Street, Cocoa, as publicly noticed.

I. OPENING MATTERS:

Chairperson Shaia called the meeting to order at 6:00pm.

The Recording Secretary called the roll.

ROLL CALL:

Pam Shaia	Chairperson
Patricia Weeks	Vice Chairperson
Kaitlyn Aliano	Board Member
Robert Dyar	Board Member
Dan Quattrocchi	Board Member
Robert Butler	Board Member
James Green	Board Member
Kristin Eick	Assistant City Attorney

MEMBERS PRESENT:

Pam Shaia	Chairperson
Patricia Weeks	Vice Chairperson
Robert Dyar	Board Member
Dan Quattrocchi	Board Member
Robert Butler	Board Member

MEMBERS ABSENT:

Kaitlyn Aliano	Board Member
James Green	Board Member

OTHERS PRESENT:

Luci Ribeiro	City Planner
Jennifer Webster	City Planner
Kristin Eick	Assistant City Attorney
Lori Chabot	Recording Secretary
Abigail Bass	Assistant City Clerk

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II. APPROVAL OF AGENDA & MINUTES:

* **Motion by Vice Chairperson Weeks; Seconded by Board Member Quattrocchi to approve the May 15, 2024 Agenda as written.**

Ayes: Shaia, Weeks, Dyar, Quattrocchi, Butler

Motion Passed Unanimously (5-0).

* **Motion by Board Member Quattrocchi; Seconded by Board Member Butler, to approve the April 17, 2024 Minutes as written.**

Ayes: Shaia, Weeks, Dyar, Quattrocchi, Butler

Motion Passed Unanimously (5-0).

III. OLD BUSINESS:

None.

IV. NEW BUSINESS:

A. PZ 24-0040001– Zoning Verification Letter Appeal (430 Cox Rd.)

An appeal relating to a zoning verification letter issued for a vacant lot in the Manufacturing and Industrial District (M-1), particularly related to a proposed regional trucking and parking facility. The 9.8-acre property is identified as 430 Cox Road, Cocoa, Florida. Tax Parcel ID: 24-35-26-00-757. **-Postpone to next meeting**

Luci Ribeiro presented the item and requested the Board pass a motion to postpone to the June 19, 2024 meeting.

* **Motion by Vice Chairperson Weeks; Seconded by Board Member Dyar to postpone the item to the June 19, 2024 meeting at 6:00 PM at Cocoa City Hall.**

Ayes: Shaia, Weeks, Dyar, Quattrocchi, Butler

Motion Passed Unanimously (5-0).

B. PZ 24-00000009– Special Exception (638 Brevard Ave.)

Consideration of a Special Exception request pursuant to Appendix A, Zoning, Article XI, Sec 13 (c)(6) and Section 22 (F) of the Cocoa Village Subdistrict of the Cocoa Waterfront Overlay of the City of Cocoa Code to allow for a “bar or lounge, with or without a package store” to operate a beer and wine bar. The property is identified as 638 Brevard Ave, Cocoa, Florida. Tax Parcel ID: 24-36-33-85-*-A.

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Luci Ribeiro, City Planner, presented the item via PowerPoint.[1]

Chris Hyskell, 638 Brevard Ave, Cocoa, the applicant, presented a small video to the board. The video included testimonials from citizens of Cocoa and included a decibel reader video to show the noise in his establishment does not go over the noise ordinance that is currently in place.

Chairperson Shaia had everyone who planned on speaking stand and be sworn in all together.

Cydney Maksymow, Cay Civil Engineering, and civil engineer for the project, made the board aware she was available to answer any questions as she did the planning for the establishment.

Candance Rogers, 93 Delannoy, Cocoa asked the board about the parking situation and was confused as to why he was referring to the parking he had listed that was available for extra parking as that is currently under discussion to be sold. She believed it should not be included in this item. She asked for more information to be provided in reference to the parking and why parking and square footing would need to be changed. She pointed out that when it used to be the barber shop that it worked for them for all those years. She also made mention of the noise and said someone should go in and actually review the noise and where it travels.
She wanted to know if the applicant checked with the city before proceeding with his plans or if he did construction without any approval from the city.

Ms. Ribeiro reminded the board that when the application was analyzed they reviewed the use of the location and what is needed. She said due to the new use of the establishment he would need a waiver for parking due to the new business that is being proposed. She advised Ms. Rogers that Mr. Hyskell did submit plans to the city before doing anything on the property and had two meetings discussing changes.

Chairperson Shaia reminded everyone that we were not yet discussing the item pertaining to the parking situation.

Pat Chambers, 37 Derby Street, Cocoa, asked why he would provide anything to the city when he already did what he wanted. She also asked about restrooms and about building a wall for privacy and wanted to know how they had people attend before the open house. She said that was putting the cart before the horse and the board should look at how the applicant is doing things before approval. She advised the board she is not in favor of the noise that will be affecting her house as the establishment is across from her house.

Attorney Eick re-explained that the Board of Adjustment is required to make decisions based on competent and substantial evidence. She advised that “competent” evidence

[1] Exhibit A Board of Adjustment Special Exception 24-271- 638 Brevard Ave

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means evidence provided by an individual qualified to testify on that subject. Florida law requires expert testimony regarding the potential impacts of noise.

Gwenette Sinclair, 640 Brevard Ave., Cocoa, asked the board about the bathrooms being handicap accessible and asked about security and how it would affect where she lives. She informed the board that on the day of the open house she could hear the music in her house and she is on an interior apartment with her windows closed. She advised she works from home and wants to know if the noise is going to affect her working capability.

Alex Greenwood, 640 Brevard Ave., Cocoa, informed the board that this project does not fit in with the City of Cocoa. He said the issue is they have experienced this before and all the things that could go wrong. He spoke on behalf of two other people who were not able to attend. He advised that for 40 years Cocoa Village has seen nothing but growth up until recently. He said the new applicants are bringing negativity into Cocoa Village. He stated the decibel reader is not accurate as other places in Cocoa Village have music that already shakes the floors and windows and stated during the open house, he was experiencing that.

He provided a packet to council to show that the noise ordinance is not being enforced. He said he worries if the owner sells after the variance is set it could be sold to someone who does not respect the laws of Cocoa and could not be a family-oriented company. He advised to council that in two years we will have a hotel and other large multi-million-dollar businesses. He said this could cause issues for the new way Cocoa is heading.

Board Member Quattroccchi asked if the variance and special exception stays with the land even if ownership changes.

Attorney Eick advised that is correct. She informed the board that if it is granted even if ownership changes the new owners get to keep the variance and special exceptions granted to it.

Charles Steinberg, 640 Brevard Ave., Cocoa, advised the board that a special exception request needs to be proven that it is needed before asking for one. He said the applicant shouldn't assume it is their right but he said them opening before approval already shows they believe it is their right. He advised you have to accept what you have when you bought it as is instead of changing zoning. He stated that they should not be open and operating without approval and this should not be allowed.

Tom Wasdin, 29 Riverside Dr., Cocoa, said this new business is just north of his current business. He has over 30 residential units. He said this business affects people sleeping and their well-being. He said he doesn't have a problem with the business just a problem with the location.

Nancy Maloney, 1167 N. Indian River Drive, Cocoa said she is a property owner in cocoa village for over 20 years. She said she is flat out opposed to this business and said it is completely wrong for the community. She said it is a very serious issue and related the

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business to a marriage saying that is easier to ask forgiveness than permission as the owner has moved forward with whatever he wanted instead of asking for permission. She said value will be lost in the surrounding properties.

Attorney Eick asked Mr. Greenwood for clarification on whether his letter should be considered for the special exception or another agenda item. He explained it was related to the issue of noise. Attorney Eick asked Mr. Greenwood about the letter, specifically that it was dated June 2022. Ms. Eick clarified that the letter did not specifically address this special exception application or the proposed business.

Alex Greenwood advised the board that the letter he provided has 45 signatures saying that other members of the community are against this business. He advised it covers noise and other issues from previous issues but it still pertains to todays issue at hand.

Chris Hyskell said he understands other bars in the area do exceed the noise ordinance and does not think he should be punished due to others faults. He said everyone started in his position and is just asking for fairness to be granted to him. He stated he doesn't want to work against the community but with the community.

Chairperson Shaia asked about licensing and about the open house having beverages without any licenses.

The applicant said nothing was sold everything provided was free.

Chairperson Weeks asked if some of the noise could have come from the craft fair since the day this happened was the same day as the craft fair.

The applicant advised a lot of the noise and traffic that day was coming from the craft fair and that would not be a normal day to day basis.

Attorney Eick touched on the public comments and explained to the board that special exception uses are permitted uses and that the burden of proof is not upon the applicant but would be upon the City or based on competent testimony presented to demonstrate that adverse impacts will result from the proposed use in order to deny the application. She also stated competent evidence requires expert testimony for subjects such as traffic impacts, property value impacts, noise and light pollution.

Alex Greenwood said the craft fair was not causing the noise and said his location is less than 300 ft from the church and alcohol should not be allowed to be sold.

Charles Steinburg said in the article 17 in zoning code what it stated in the burden of proof and that the board needed to make a written finding before they can grant special exception.

Attorney Eick said the burden of proof she stated is supported by case law and she would be happy to provide that to him if he would like.

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* **Motion by Vice Chairperson Weeks; Seconded by Board Member Dyar to approve the Special Exception in accordance with Appendix A, Zoning, Article XI, Section 13(C) (6) and Section 22(F) of the City of Cocoa Code to allow for "a bar or lounge, with or without a package store" to operate a beer and wine bar, to incorporate the 6 written staff recommendations and to include findings from staff given in the staff report.**

Ayes: Weeks, Dyar, Quattrocchi, Butler

Nayes: Shaia

Motion Passed (4-1).

C. PZ 24-00700001– Waiver (638 Brevard Ave.)

Consideration of a waiver from Appendix A, Zoning, Article XII, Section 1 (D)(8) of the City Code, regarding off-street parking, for approximately 6 parking spaces for an existing barber shop on one parcel in the CBD-CVO (Central Business District - Cocoa Village Overlay) Zoning District. The property is identified as 638 Brevard Ave, Cocoa, Florida. Tax Parcel ID: 24-36-33-85-*-A.

Luci Ribeiro presented the item via PowerPoint.[2]

Chris Hyskell, the applicant, clarified that the salons and barber shops downtown do not have parking and said a lot of the traffic is from foot traffic because there is not a lot of available parking options. He advised he would try to give bike ride transportation to customers.

Ms. Ribeiro advised the board that the bike transportation was not mentioned in his application and that it was not a part of the item as it was her first time hearing of this.

Chairperson Shaia asked that when the property was bought in 2021 was the intended use to be a bar.

Mr. Hyskell advised this was not the intended use and due to the nature of the inside of the building he had to brainstorm and come up with a new concept for the space.

Mr. Greenwood said it was a previous doctors office at that location. He advised that the statement that was said that it couldn't be made a parking lot was incorrect. He added that it could have been graded and changed.

[2] Exhibit B 24-269 Parking Waiver

DRAFT

Mr. Steinburg said they applied for a waiver to turn the parking lot into their business instead of using the actual establishment. He stated he is concerned by the city and board's focus without taking the citizens concern into consideration.

Ms. Sinclair said she owns a business near the location and the parking lot in discussion has been used for parking for 15 years and doesn't see an issue with why it can't be used anymore as a parking lot. She also wanted clarification on how it's going to be used as a dog park.

Cydney Maksymow, engineer for the project, said the gravel in the parking lot would cause issues with parking requirements. She also touched on how many feet are required for driveway entrances for parking and said under the code it was not feasible.

Chairperson Shaia said it was already used as a parking lot and asked why zoning would have to change.

Ms. Ribeiro said if the use of the building would have stayed a barber shop it would have been fine but since the use of the building changed a new permit would be required for the parking lot.

Mr. Wasdin asked for clarification of what exactly is being proposed in the item and how much parking is needed for 49 people which is allowed in the establishment.

Mr. Steinburg wanted to clarify the application he read and said the waiver stated parking needed to be eliminated by approving it to a patio to make another business. He said he doesn't think it's being made in good faith as he's relying on a lot down the street for parking when he had perfectly good parking.

Attorney Eick clarified if the choice was to close the barber shop since the board already approved the bar and lounge, meaning that there would be no need for parking. She re-explained what exactly was being asked in the item.

* **Motion by Vice Chairperson Weeks; Seconded by Board member Dyar to approve the requested Waiver from the City of Cocoa Code, Article XII, Section 1 (D)(8) of the City Code, regarding off-street parking, for approximately 6 parking spaces to incorporate the 3 written staff recommendations and to include findings from staff given in the staff report.**

Ayes: Weeks, Dyar, Quattrocchi

Nayes: Shaia, Butler

Motion Passed (3-2).

D. **PZ-23-00800002 – Variance (638 Brevard Ave)**

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Consideration of a variance from Appendix A, Zoning, Article XI, Section 22 (I) of the City Code, Design Districts and Building Types, to allow for an 8-foot reduction to the required 10-foot side yard setback and 3.6-foot reduction to the required 10-foot rear yard setback for an accessory structure in the Cocoa Waterfront Overlay District. Tax Parcel ID: 24-36-33-85-*-A.

Ms. Ribeiro presented the item via PowerPoint.[3]

Mr. Hyskell explained that they had to build or lose the property. He said they were receiving false information from outside sources. He said he attempted to call the Mayor and everyone he could to receive help and guidance in what he needed to do. He presented a presentation to the board.[4]

Mr. Greenwood said he's been in the building construction business for 40 years and the precedence being set here is not appropriate. He stated you can't build it then go back without permission. He stated he opposes this completely.

Mr. Steinburg stated this is a classic case of trying to get their way around getting a permit. He said this makes another unpermitted property being permitted after they already went ahead and did what they wanted first. He stated the applicant created the problem then asked for a variance to fix a problem he created.

Vice Chairperson Weeks addressed the applicant and stated modifications could be made to accommodate the posts and keep the green turf.

* **Motion by Chairperson Shaia; Seconded by Board Member Butler to Deny the Variance request from Appendix A, Zoning, Article XI, Section 22 (I), Design Districts and Building Types, to allow for an 8-foot reduction to the required 10-foot side yard setback and 3.6-foot reduction to the required 10-foot rear yard setback for an accessory structure on a single-story commercial building lot in the Cocoa Waterfront Overlay District based on staff recommendations and to include staff findings.**

Ayes: Shaia, Weeks, Dyar, Quattrocchi, Butler

Motion Passed Unanimously (5-0).

E. <u>PZ 24-00700001– Waiver (638 Brevard Ave.)</u>

[3] Exhibit C Board of Adjustment Variance 24-270-638 Brevard Ave
[4] Exhibit 4 Board of Adjustment Visuals

DRAFT

A waiver request from Appendix A, Zoning Article XIII, Sec. 19 (1) of the City of Cocoa Code to waive the requirements to provide stormwater retention facilities to retain the runoff of water resulting from a ten-year storm event. The property is identified as 638 Brevard Ave, Cocoa, Florida. Tax Parcel ID: 24-36-33-85-*-A. **WITHDRAWN**

F. PZ 24-00800001 – Variance (3071 Oxbow Circle)

Consideration of two variance requests pursuant to Appendix A, Zoning, Article XI, Section 19(F) (2) to allow for a 10-foot reduction to the required 25-foot front yard setback. The properties are identified as 3071 Oxbow Circle. Tax Parcel ID: 24-35-12-25-*-8.

Ms. Ribeiro presented the item via PowerPoint.[5]

Joseph Scales, the applicant, provided a presentation via PowerPoint.[6] He showed his plans and why the setback reduction would actually be beneficial to the location. He stated it would allow more spaces for small businesses.

Chairperson Shaia wanted clarifications on the parking and if it was being moved to the back.

Mr. Scales advised the parking will be in the middle and it allows more room for emergency vehicles to turn around in the back and have trash moved to the back.

* **Motion by Vice Chairperson Weeks; Seconded by Board Member Quattrocchi to approve the modification to a 25ft setback to a 15ft setback on lots 7 & 8.**

Ayes: Shaia, Weeks, Dyar, Quattrocchi, Butler

Motion Passed Unanimously (5-0).

G. PZ 24-00800001 – Variance (3081 Oxbow Circle)

Consideration of two variance requests pursuant to Appendix A, Zoning, Article XI, Section 19(F) (2) to allow for a 10-foot reduction to the required 25-foot front yard setback. The properties are identified as 3081 Oxbow Circle. Tax Parcel ID: 24-35-12-25-*-7.

V. OTHER BUSINESS:

Board of Adjustment Open Discussion

VI. NEXT MEETING DATE:

[5] Exhibit 5 Board of Adjustment Variance 24-272-3071 Oxbow Circle
[6] Exhibit 6 Grissom Ridge Commerce Park Grissom Work Bays Lots 7 & 8

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The next meeting date for the Board of Adjustment is June 19, 2024.

VII. ADJOURNMENT:

* **Motion by Chairperson Shaia; Seconded by Vice Chairperson Weeks to adjourn the April 17, 2024 meeting.**

Motion Passed Unanimously (5-0).

Ayes: Shaia, Weeks, Dyar, Quattrocchi, Butler

There being no further business the meeting adjourned at 9:10 P.M.

_____
Pam Shaia, Chairperson

_____
Abigail Bass, Assistant City Clerk

DRAFT

crsteinberg1@gmail.com

SCANNED

From: crsteinberg1@gmail.com
Sent: Wednesday, May 15, 2024 4:13 PM
To: marsenault@cocoafl.gov
Cc: 'Charles Steinberg'
Subject: RE: BOARD OF ADJUSTMENT 5/15 HRING APPLICATIONS 24-269-271 seeking a special exception, parking waiver and variance

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From: crsteinberg1@gmail.com <crsteinberg1@gmail.com>
Sent: Wednesday, May 15, 2024 4:06 PM
To: meetings@cocoafl.org
Cc: 'JJ Meyer' <jjmeyerrealtor@gmail.com>; agreenwood2@cfl.rr.com
Subject: BOARD OF ADJUSTMENT 5/15 HRING APPLICATIONS 24-269-271 seeking a special exception, parking waiver and variance

TO THE BOARD OF ADJUSTMENT:

My name is Charles Steinberg and I am the owner (via 640 Brevard Avenue LLC) of three office condominium units at 640 Brevard Ave, Cocoa which borders on the subject property immediately to the south.

Please note my strong objections to the applications above referenced which are currently pending before this Board.

The basis of my objections are as follows:

B. 24-271 Application for a special exception by the owner to operate a bar w or w/o a package store.

1. To begin with, a bar and package store is incompatible with the uses of the properties immediately adjacent to, across the street and w/in the block of Brevard Ave from Maryland south to Derby Street and beyond, which includes the Church and chapel. One of the owners of 640 Brevard Ave resides in the second floor of the property, and certainly an outside bar next door would be negatively impact his quality of life. Furthermore, my tenants are both counseling services, one of which specializes in the treatment of troubled children.
   The area where this building is located is predominantly professional and business offices, with some retail, anchored by the Church at the circle intersecting Derby Street and has been the quiet end of the Village. Additionally, The Alcoholics Anonymous meeting center is directly across the street from this property, and it goes w/o saying that a bar that close can't be a positive influence.

2. This property has been operated for many years as a barber shop or beauty salon, with all business and services conducted inside the building and during regular daytime business hours.

3. This applicant bought the property in 2021, with its then use being compatible to the surrounding properties in the neighborhood and permitted as a "personal service establishment" in the CBD and CVO.

4. Under the Code, the owner seeking a Special Exception has the burden of complying with each every requirement set forth in the application for same and furthermore, is a "use that would not be appropriate generally or without restriction throughout the zoning division or district but which, if controlled as to number, area, location or relation to the neighborhood WOULD PROMOTE THE PUBLIC HEALTH, SAFETY, WELFARE, MORALS, ORDER,COMFORT, CONVENIENCE, APPEARANCE, PROSPERITY OR GENERAL WELFARE (emphasis supplied). Such uses maybe permitted in such zoning districts as special exceptions."

5. I would submit that the applicant and applicant falls far short of carrying it s burden to show that the property is entitled to a special exception to be operated as an outdoor bar (see application and plan) and certainly would be a detriment to the owners and operators of the neighborhood and would not promote the "public health, safety, welfare, etc and all the matters set forth in the Code requirement for a Special Exception to be granted.

B 24-269 Waiver request to eliminate existing parking spaces

1. Applicant requests this Board eliminate the code requirement for existing parking spaces for the existing business of a barber shop so it can utilize those required parking spaces as an outdoor bar, which is a permitted use under the Code only in the event a special exception is granted based on the plan submitted by the applicant. In the event that the Board denies the application for Special Exception as requested, then I would submit this request becomes moot, as the only reason stated for it would no long exist.

2. Even if the Board grants the special exception, the property would still need to meet the minimum on site parking requirement under section 13 for the CBD and CVO. Applicant is asking this Board to not only grant it a special exception for a bar that would presumably attract a lot more cars and traffic at given times than a barber shop or beauty parlor, but eliminate any on site parking requirement and thereafter, burden the City w the parking in a lot that may not exist for long if developed.

3. Applicant's assertion that its "improvements" to the property will increase property values is unsupported, unfounded and on the contrary, I would assert it would negatively affect the values of the surrounding properties based on the increased traffic, noise, and burdening the streets w excess parking. For example, 640 Brevard has paved onsite parking that is utilized to accommodate employees and the resident, as well as guests all in assigned parking.

4. In conclusion, the only reason applicant seeks to eliminate on site parking is to utilize that space to accommodate its business which would attract more people w nowhere to park on the premises (including employees) based on a plan it developed AFTER it purchased the property in 2021 subject to the Code of the City of Cocoa. This applicant bought the property subject to the existing codes and restrictions which pertain the property, and cannot now claim a need for a waiver because it desires to use the property in a way not permitted by the City when it was purchased.

C 24-269 Variance request to reduce setback requirements

1. Applicant requests rear and side setback requirements for the purpose of building poles to accommodate its plan to operate an outdoor bar for which a special exception is required. As is the case with the waiver request, I would submit this variance request is moot if the special exception based on the outdoor plan, is denied by the Board.

2. Florida law is clear that in order for a variance to be granted, the applicant must prove an unnecessary hardship, meaning that, under the present zoning, there is a showing that no reasonable use can be made of the property. See, Thompson v Planning Com'n of City of Jacksonville 464 So2d 1231 (Fl 1st DCA 1985).

3. Furthermore, an applicant can't base a variance request on what is known as a self created hardship. See, Thompson, supra. One of the prime examples of a self created hardship is when the applicant purchases a property subject to the Code, is fully aware of its shape, size, function, but designs a plan for the property use which is not in compliance with the existing codes. The hardship arose solely from their own conduct and expectations. See, Thompson, supra. Applicant bought this property in 2021 where either a beauty or barber shop has been operating for many years, and for whatever reason, desires to turn it into an outside bar, which was not a permitted use when it was purchased.

4. Applicant nevertheless fails to show that it is suffering from the necessary hardship on its property that would legally justify this Board granting it a variance, which would negatively affect my and the other owners' interests in the property at 640 Brevard Ave. based on the proposed use applicant states for the special exception and parking waiver and the stated above reasons why this would incompatible to my property at 640 Brevard and the immediate neighborhood on Brevard from Maryland south to the Church on Derby.

Thank you for your kind attention and consideration.

Sincerely,

Charles R. Steinberg
Mgr. 640 Brevard Avenue LLC
321-637-1990
Csteinberg1@gmail.com

GOLDMAN, MONAGHAN,
THAKKAR & BETTIN, P.A.

SCANNED

Attorneys At Law

June 13, 2022

Honorable Stockton Whitten, City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RE: Enforcement of Noise Ordinance

Dear Mr. Whitten:

All of us who, work, eat, play and enjoy being in Cocoa Village during the day and night agree that it is a unique experience. The Village provides an opportunity to enjoy our history, live in a number of picturesque settings, work, shop, and eat at a variety of different locations. It is imperative that all who partake of this experience, either as business owners or consumers, respect the balance that must be maintained to enable this special place to survive and prosper.

Many residents and business owners reached out to me expressing concerns about excessive noise from certain businesses in the Village. Music from these locations exceeds the levels permitted by Cocoa ordinances. I understand that these businesses were previously cited for these violations. We strongly encourage you to rigorously enforce the noise ordinances so that the situation does not worsen to the detriment of all interested and affected parties.

I do not want to see Cocoa Village turning into the bar and restaurant scene like downtown Orlando near Church Street. The noise and atmosphere there is not conducive to a safe, friendly, family environment. I know the City has worked very hard to promote a different kind of experience in Cocoa Village, and part of that means enforcing the noise ordinances.

Attached is a list of the people who have asked me to write on their behalf. I am also writing on behalf of my law firm.

Thank you for your courtesies and understanding.

Very truly yours,

Mitchell S. Goldman, Esq.

MSG/cj
Att.

Individuals:

1. Katherine M. Angell – 100 Riverside Drive, Unit 903
2. Ed Fouche – Oleander Pointe Condominium
3. Janet Hoffman – 117 Derby Street
4. Mr. and Mrs. Richard Louden – 547 Delannoy Avenue

Businesses:

1. Aleck Greenwood – Murdock's
2. Donna Kettner – Green Apples
3. Mac Osborne – Travis Harware

Thursday, November 09, 2023

640

Cocoa Village Businesses and Residents Petition

We, (signed below), applaud the recent City approval of $ 300,000/yearly cost for additional police presence for Downtown Cocoa Village, Cocoa, Florida.

We also strongly encourage the City to proactively and rigorously enforce "ALL" ordinances to promote a safe, friendly, family environment with extra attention to the following:

(1) Proactive enforcement of Crowd control to prevent public altercations and physical arguments.
(2) Proactive enforcement preventing Homeless Issues affecting Cocoa Village customers.
(3) Proactive enforcement of the City Noise Ordinance affecting Cocoa Village residents and Businesses.

[illegible]	41 Derby st Cocoa
Linda & Richard Louder	547 Delannoy Ave.
[illegible]	115 Harrison St.
[illegible]	117 Harrison St. Cocoa FL.
[illegible]	39 [illegible]
[illegible]	37 Derby St Cocoa FL 32922
[illegible]	34 Derby Street
[illegible]	103 Riverside Dr Cocoa
[illegible]	103 Derby St Cocoa
[illegible]	39 [illegible]
[illegible]	102 Riverside Dr #304B
Diana Lynn	103 Riverside Dr #303
[illegible]	104 Riverside Dr. #803
[illegible]	104 Riverside Dr #803A
Lee Parker	102 RIVERSIDE DR B306
Phyllis Parker	102 RIVERSIDE DR B306
[illegible]	102 Riverside Dr #305 B
[illegible]	601 Delannoy Ave.
[illegible]	40 Derby St Cocoa FL
[illegible]	546 Delannoy Cocoa FL
Kathy Clark	109 Derby st
[illegible] Raymond	109 Derby St
Holly Raymond	

Thursday, November 09, 2023

Cocoa Village Businesses and Residents Petition

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(3) Proactive enforcement of the City Noise Ordinance affecting Cocoa Village residents and Businesses.

Carol Seanan - Last Call Consignment	321-376-0901
Kim Barlowe - Murdocks	321-696-9681
Mike Barlowe - Murdocks	321-863-3927
John Ward - Travis	321-607-9220
John Buss - Travis	321-323-4897
Nancy Benard - Cocoa Sign	321-431-0440
Jerry Boggs -	321-536-9315
Carolyn Seiler - Carolyn Seiler & Friends	321-637-0444
Greg R. Hehir 401 Florida Ave	321 243-5918
Lois Felder - Village Plate Collector	(321) 543-6644
Ellen Cook - Village Cycle Shop	321-977-2360
Janne Etz Contemporary Concepts	321-446-0374
Gwenette Sinclair - 1 Village Wonders	
Jon Shanburg - Village Beach House	321-639-4694
Diana Nablan Peanuts Pet Attractive	321 631 8230
Lisa Lacy Horne	321 412 5810
Dale S Kralla	321 208 8781

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:

07/29/2024

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 07/29/2024

Legal Clerk

Notary, State of WI, County of Brown

5.15.27
My commission expires

Publication Cost:	$240.05	
Tax Amount:	$0.00	
Payment Cost:	$240.05	
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Customer No:	1127247	1
PO #:	PUBLIC HEARING	

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NANCY HEYRMAN
Notary Public
State of Wisconsin

AD#10415054 7/29/2024

CITY OF COCOA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT

The Cocoa City Council

PROPOSES TO CONSIDER THE FOLLOWING:

PZ 24-00000009- Special Exception APPEAL (638 Brevard Ave.)

Consideration of an appeal of a Board of Adjustment decision approving a Special Exception for a bar or lounge in the CBD-CVO zoning district and the Cocoa Village Subdistrict in accordance with Appendix A, Zoning, Article XI, Section 13(C) and Section 22 (F)of the City of Cocoa Code. The City Council shall conduct the appeal hearing in accordance with Appendix A, Zoning, Article XVIII, Section 1. Tax Parcel ID 24-36-33-85-*-A.

Cocoa City Council

PUBLIC HEARING WILL BE HELD ON

August 13, 2024

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) 433-8400.

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 #:	24-475	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	8/14/2024		**In control:**	City Council	
On agenda:	8/27/2024		**Final action:**		
Title:	Consideration of a Land Development Code Amendment to Appendix A, Article XI, Sections 4a and 22 of the Zoning Ordinance of the City of Cocoa 1) to allow for Neighborhood Commercial, Mixed-Use development, and public parking on certain, very limited properties within the Consent Decree area, also known as the Heart of Cocoa, consistent with the Substitute Consent Decree, and amending the list of permitted and special exception uses and 2) building types permitted for those certain properties authorized for Neighborhood Commercial and Mixed-Use development within the Heart of Cocoa subdistrict of the Cocoa Waterfront Overlay; 3) amending the bulk regulations for single-family, duplex, triplex, and fourplex development in the Consent Decree area; 4) amending the minimum yard setbacks in the Consent Decree area. (City Manager)			
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 11-2024 Revising RU-2-10 Authorizing Mixed Use and Amending Setbacks and Lot Size v 2 Exhibit A FINAL Cocoa GIS Regulating Plan Map August 6 2024.pdf Exhibits B-F FINAL (8-7-24).pdf Consent Decree Future Land Use Map.pdf Consent Decree Zoning Map.pdf Houston Substitute Consent Decree Attachment 1 - Update on Heart of Cocoa Substitute Consent Decree 03-2018.pdf FL ad 10486298.pdf				

Date	Ver.	Action By	Action	Result

PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AGENDA ITEM

Memo Date: August 14, 2024
Agenda Date: August 27, 2024
Prepared By: Luci Ribeiro and Jennifer Webster, Planners, City of Cocoa
Through: Stockton Whitten - City Manager
Requested Action:
Consideration of a Land Development Code Amendment to Appendix A, Article XI, Sections 4a and 22 of the Zoning Ordinance of the City of Cocoa 1) to allow for Neighborhood Commercial, Mixed-Use development, and public parking on certain, very limited properties within the Consent Decree area, also known as the Heart of Cocoa, consistent with the Substitute Consent Decree, and amending the list of permitted and special exception uses and 2) building types permitted for those certain properties authorized for Neighborhood Commercial and Mixed-Use development within the Heart of Cocoa subdistrict of the Cocoa Waterfront Overlay; 3) amending the bulk regulations for single-family, duplex, triplex, and fourplex development in the Consent Decree area; 4) amending the

minimum yard setbacks in the Consent Decree area.

BACKGROUND:

This is a City initiated LDC amendment to Appendix A, Article XI, Sections 4A and 22 the City of Cocoa's zoning regulations, specifically targeting the RU-2-10 district which is the Heart of Cocoa sub-district of the Cocoa Waterfront Overlay District, also known as the "Consent Decree Area". (For the purposes of this report, the terms "Heart of Cocoa", "Consent Decree Area or CDA" and the "RU-2-10 District" shall be synonymous).

The Consent Decree Area is generally bounded by several major roadways: Florida Avenue on the east, SR 520 on the north; US 1 on the west; and Rosa L. Jones Blvd. on the south. The parcels specifically designated for commercial and mixed-use developments are located primarily near the perimeter of the CDA, adjacent to existing neighborhood commercial corridors in Cocoa Village.

The Heart of Cocoa Consent Decree of 1990 is an agreement that was adopted in the federal district court case in a settlement negotiation between Beatrice Houston and the City of Cocoa which addresses legal obligations and agreements between both parties regarding the preservation of the neighborhood's historic cultural heritage. The Consent Decree aimed to balance community development goals with the protection of residents' rights and interests, particularly those of low-income and minority populations. It provides a legal framework for sustainable growth and equitable housing practices within the City of Cocoa's designated areas.

The 1990 Consent Decree was replaced by a Substitute Consent Decree in 2009 which legally binds the City of Cocoa to specific zoning and development regulations. Southern Legal Counsel, located in Gainesville Florida, monitors the City's enforcement of and compliance with the Substitute Consent Decree and has received notice of the proposed amendments.

The Substitute Consent Decree requires that the City (1) maintain the Consent Decree Area's low-density residential character; (2) continue to encourage the voluntary replacement of Wholesale Commercial uses, as defined and enumerated in the City Code, Appendix A, Zoning, Article XI, Section 15, with low-density residential uses or less intensive neighborhood commercial uses such as mixed-use developments where residential serves as the primary use, while preserving rights to existing uses as provided by law; and (3) continue to encourage the production and development of affordable homes in the CDA by the private sector through zoning incentives for the CDA including, but not limited to, any incentives that are currently in place. (For more history on the Heart of Cocoa / Consent Decree Area, please see Supporting Attachment "1".)

The RU-2-10 Zoning District is unique to the Consent Decree Area and currently allows for single-family and multi-family development. This amendment is intended to add uses for limited neighborhood commercial and mixed-use developments within the CDA on specifically designated parcels as described in the revised Regulating Plan of the Waterfront Overlay District (Exhibit "A") consistent with the Substitute Consent Decree. The Regulating Plan guides the location and intensity of development on these specific parcels and establishes design and construction requirements, such as setback distances, lot coverage, building types on the commercial and mixed-use lots, and parking provisions on designated City-owned lots to mitigate potential issues stemming from an increase in commercial activities.

The proposed ordinance allows for these limited commercial activities and public parking only on specified properties, ensuring that the Substitute Consent Decree requirements are observed while facilitating compatible economic development and maintaining neighborhood character and quality of life in the Heart of Cocoa.

SUMMARY OF CODE REVISIONS:

1. **Zoning and Land Use**

The RU-2-10 Low Density Single-Family and Multiple Family District rules are currently designed for an area with a mix of low-density multi-family housing, single-family homes. Staff proposes to add to this district neighborhood commercial development for designated properties. The properties that are proposed to be designated on the Regulating Plan for either single-story neighborhood commercial or mixed-use small/medium buildings with neighborhood commercial uses permitted on the ground floor were selected in accordance with Section I, Zoning, Subsection 3(2) and Section II, CRA's Redevelopment Plan, Subsection 7 of the Substitute Consent Decree. Section I, Zoning, Subsection 3(2) provides that the City continue to encourage the voluntary replacement of Wholesale Commercial uses, as defined and enumerated in the City Code, Appendix A, Zoning, Article XI, Section 15, with low-density residential uses or less intensive neighborhood commercial uses such as mixed-use developments where residential serves as the primary use. Staff conducted a review of the properties that were utilized for commercial purposes at the time of the Substitute Consent Decree's approval and determined whether those properties were still used for commercial purposes that are encouraged for replacement. Such properties were designated with a SC/CM or SC/CS on the Regulating Plan. In addition, Section II, CRA's Redevelopment Plan, Subsection 7 of the Substitute Consent Decree provides that the City and Redevelopment Agency may enhance the residential character of, and neighborhood amenities within, the CDA by supporting appropriate neighborhood commercial uses on CDA lots as provided in Section I.(3)(2) and on CDA lots located along the outermost perimeter of the CDA and adjacent to Florida Avenue, US Highway 1, SR 520, or Rosa L. Jones Drive. Thus, the majority of the properties designated on the Regulating Plan with a SC/CM or SC/CS building type were selected because of their location along the perimeter of the CDA in accordance with the Substitute Consent Decree.

On those lots designated in Appendix A, Zoning, Article XI, Section 22, Regulating Plan, the following neighborhood commercial uses shall be permitted either in a single-story commercial building or on the ground floor in a mixed-use building in which residential is the primary use:

(a) Professional services/office.

(b) Gym and Fitness Facilities, less than 7500 square feet.

(c) Personal service establishments, beauty, barber, laundry, dry cleaning, tailor shops and similar uses.

(d) Restaurants.

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(e) Retail stores (except automotive) with no outside storage.

(f) Medical and dental clinics.

(g) Animal clinics

Child care centers and day care facilities has been added as a use by special exception.

Additionally, electronic communication/transmission facilities and exchanges will no longer be a permitted use in the RU-2-10 district, and has been removed from the list of uses.

The uses table - ART XI, Sec. 22 (F) Uses - was also updated to include the above uses as permissible in the Heart of Cocoa.
In addition, the proposed ordinance designates certain City-owned properties within the Consent Decree Area for public parking. This aims to mitigate potential parking issues stemming from increased commercial and mixed-use development activities. (Regulating Plan, Exhibit “A”).

2. Bulk Regulations

The table reference under Section E - Bulk Regulations for minimum lot area and minimum lot depth has been deleted and language has been added to align with the Waterfront Overlay District’s Regulating Plan, as follows:

“Bulk regulations related to minimum lot area, minimum lot width, minimum lot depth, lot coverage, and maximum height shall be determined by referring to Appendix A, Zoning, Article XI, Section 22, Cocoa Waterfront Overlay District and the Regulating Plan therein. Such bulk regulations may vary based on the street location and building type selected. The maximum density shall be determined by referring to the Future Land Use Element of the City of Cocoa Comprehensive Plan”

3. Yard Requirements

Minimum yard setbacks have been deleted and language has been added to align with the Waterfront Overlay District’s Regulating Plan, as follows:

“Minimum yard requirements shall be determined by referring to Appendix A, Zoning, Article XI, Section 22, Cocoa Waterfront Overlay District and the Regulating Plan therein. Such minimum yard requirements may vary based on the street location and building type selected.”

4. Building Types

Specific building types are currently permitted by the Subdistrict when any new and/or redevelopment occurs on any parcel within the Cocoa Waterfront Zoning Overlay. The building typologies are consistent with the size, scale and character desired within each sub-district.

In the neighborhood commercial uses, the building types permitted are Commercial/Mixed-Use - Small (CS), Commercial/Mixed-Use - Medium (CM), and Single-Story Commercial (SC) buildings (Exhibits “B”, “C”, and “D”). These amendments ensure that new developments adhere to desired size, scale, and architectural standards suitable for the Consent Decree Area. In particular, the height of these building types is limited to three (3) stories in the Consent Decree Area to ensure compatibility and maintaining the low-density residential character of the neighborhood.

The Waterfront Overlay District and the Regulating Plan also regulate the residential building types that are allowed in the Heart of Cocoa, examples of which are shown in Exhibits “E” and “F” and the Allowable Building Types table in the Regulating Plan.

The above new code provisions comply with the Substitute Consent Decree and pave the way for future development projects to adhere to updated zoning regulations and development standards, promoting sustainable growth and community enhancement.

ANALYSIS

I. Zoning Code

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.

Staff Finding: As the Substitute Consent Decree mandates the encouragement of the voluntary replacement of Wholesale Commercial (C-W) uses, as defined and enumerated in the City Code, Appendix A, Zoning, Article XI, Section 15, with low density residential uses or less intensive neighborhood commercial uses, such as mixed-use developments where residential serves as the primary use, this proposed amendment provides a mechanism for this transition of C-W uses to less intense, more neighborhood-compatible commercial uses.

Given the recent increase in development along Florida Avenue adjacent to the Consent Decree Area and the likely increased neighborhood commercial and mixed-use development within the CDA as a result of this ordinance, staff recommends designating certain City-owned properties within the CDA for public parking uses in order to support such neighborhood commercial uses.

The transition from C-W uses to less intense neighborhood commercial uses (on designated lots) will provide opportunities for small businesses that may directly support the needs of Heart of Cocoa residents. The parking provision will improve traffic flow and pedestrian safety. Introducing commercial uses closer to residential neighborhoods helps reduce the number and length of automobile trips by encouraging pedestrian and bike travel. This initiative supports the City’s infrastructure goals by enhancing accessibility and walkability within the CDA.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Staff Finding: The proposed amendment expands the permitted uses in the RU-2-10 district to include neighborhood commercial activities and mixed-use developments. This aligns with the Comprehensive Plan's goals of promoting diverse land use patterns that support residential growth while accommodating compatible commercial activities in designated areas. The proposed amendment is anticipated to assist in attaining the following cited goals and objectives of the City of Cocoa Comprehensive Plan:

I FUTURE 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.

Objective 1.1.1: Future Land Use Categories Established. The city hereby establishes land use categories and a Future Land Use Map (FLUM) that provide for compatible and coordinated land uses, allowing for the protection of natural and historic resources as well as maximizing economic development opportunities

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. Institutional, open space and recreational uses are also allowed in this category. The following criteria shall be used for determining appropriate locations for low density residential areas.

A. Low-density residential areas shall be buffered from the nuisance effects of higher intensity uses and major traffic corridors.

B. Low density residential developments should be located in areas where more intensive development would be unwarranted due to environmental constraints, incompatible with surrounding land uses, or where criteria set forth in Paragraph c, below, cannot be met.

C. The City may permit increased densities up to 12 units per acre as part of planned residential development or planned redevelopment activities based on the following criteria:

1. Redevelopment through rehabilitation and improvement of substandard or deteriorating housing.

2. For planned redevelopment activities, preservation and improvement of neighborhoods containing affordable single family and multiple family housing, especially where

neighborhoods contain vacant lots or abandoned commercial uses.

3. Use of a variety of building and site designs, housing types and efficient construction techniques that lower construction cost.

4. Provide for more efficient use of land and protection of the existing neighborhoods, natural systems, and historic resources.

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 1.1.4.5: The City shall protect and buffer residential areas in the Cocoa (Downtown) Redevelopment Area from uses of high density or intensity.

Policy 1.1.4.8: The City shall continue to monitor and, as appropriate, conduct parking studies to examine the demand and availability of parking in the Cocoa (Downtown) Redevelopment Area.

Objective 1.1.5: Neighborhood Protection. The City shall ensure that additional growth and development will be respectful of established neighborhoods that define much of the City's character.

Policy 1.1.5.2: The City shall consider developing neighborhood plans, as needed, to either strengthen preservation of established neighborhoods or encourage redevelopment of transitional neighborhoods.

Policy 1.1.5.3: The City's land development regulations shall maintain appropriate standards and nuisance regulations to limit the impact of more intense development on established residential zones.

Objective 1.1.9: Sustainability/Energy Efficiency. The City shall aim at achieving a sustainable/energy efficient environment by minimizing the emission of greenhouse gases and reducing the vehicle miles traveled.

Policy 1.1.9.2: The City shall promote walking, bicycle riding and use of public transit by requiring compact design, shared facilities between adjacent or nearby uses, and providing for interconnected walkways, bicycle ways and parking, and bus stops as part of development approvals, where applicable.

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 the Comprehensive Plan.

III TRANSPORTATION ELEMENT

GOAL 1.2: The City of Cocoa shall place a strong emphasis on requiring quality integrated mixed-use development to improve the appearance of the City, increase property values and achieve a higher quality of life for its businesses, residents and visitors.

Objective 1.2.1: Smart Growth Principles. New development in the City shall incorporate "Smart Growth" principles that will lead to compact development standards as opposed to conventional development standards that encourage urban sprawl.

Policy 1.2.1.1: The City should encourage public-private partnership to develop mixed-use projects at key-locations in the Central Business District, and entice others to do the same.

Policy 1.2.1.2: Development in the Mixed-Use land use category shall provide pedestrian-friendly street design (examples: buildings close to street; providing porches, windows and doors oriented to the street; treelined streets; hidden parking lots; garages in rear; narrow, slow-speed streets).

III 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 3.7.5.1: The City shall support reasonable efforts to make these areas economically diversified neighborhoods with housing, shopping, public transportation, health services, schools, and employment opportunities for all.

Policy 3.7.5.6: The City shall promote design standards that encourage image improvement opportunities in the neighborhood.

The proposed changes will not negatively impact existing neighborhood and will further the objectives of the Substitute Consent Decree by supporting development for low-density single-family and multi-family housing, and low-intensity neighborhood commercial use.
.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

August 7, 2024 Planning and Zoning Board recommended approval to City Council for approval of Ord 11-2024.

RECOMMENDED MOTION:

Staff recommends the City Council **APPROVE** First Reading of proposed Ordinance 11-2024.

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ORDINANCE NO. 11-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 4A AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW FOR NEIGHBORHOOD COMMERCIAL, MIXED USE DEVELOPMENT, AND PUBLIC PARKING ON CERTAIN VERY LIMITED PROPERTIES WITHIN THE CONSENT DECREE AREA, ALSO KNOWN AS THE HEART OF COCOA, CONSISTENT WITH THE SUBSTITUTE CONSENT DECREE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES FOR THE CONSENT DECREE AREA; AMENDING THE BUILDING TYPES PERMITTED FOR THOSE CERTAIN PROPERTIES AUTHORIZED FOR NEIGHBORHOOD COMMERCIAL AND MIXED USE DEVELOPMENT WITHIN THE HEART OF COCOA SUBDISTRICT OF THE COCOA WATERFRONT OVERLAY DISTRICT AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE BULK REGULATIONS FOR SINGLE-FAMILY, DUPLEX, TRIPLEX, AND FOURPLEX DEVELOPMENT IN THE CONSENT DECREE AREA; AMENDING THE MINIMUM YARD SETBACKS IN THE CONSENT DECREE AREA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City of Cocoa is subject to the Substitute Consent Decree, approved by the United States District Court, Middle District of Florida, in *Houston, et. al. v. City of Cocoa, et. al.*, Case No: 6:89-CV-00082-PCF, which requires that the City maintain that certain area of the City referred to as the Consent Decree Area or the "Heart of Cocoa" as low density residential in character; and

WHEREAS, the low density residential zoning district RU-2-10, is a zoning designation only utilized by the City in the Consent Decree Area for the sole purpose of complying with the Substitute Consent Decree and implementing the requirements of the Substitute Consent Decree; and

WHEREAS, the Substitute Consent Decree requires that the City shall maintain zoning regulations that apply to the Consent Decree Area which are intended to (1) maintain the Consent Decree Area's low density residential character; (2) continue to encourage the voluntary replacement of Wholesale Commercial uses, as defined and enumerated in the City Code, Appendix A, Zoning, Article XI, Section 15, with low density residential uses or less intensive

neighborhood commercial uses such as mixed use developments where residential serves as the primary use, while preserving rights to existing uses as provided by law; and (3) continue to encourage the production and development of affordable homes in the Consent Decree Area by the private sector through zoning incentives for the Consent Decree Area including, but not limited to, any incentives that are currently in place; and

WHEREAS, the Substitute Consent Decree provides that the City and the Cocoa Community Redevelopment Agency may enhance the residential character of, and neighborhood amenities within, the Consent Decree Area by supporting appropriate neighborhood commercial uses on Consent Decree Area lots currently utilized for Wholesale Commercial uses that are encouraged to be replaced and on lots located along the outermost perimeter of the Consent Decree Area and adjacent to Florida Avenue, US Highway 1, SR 520, or Rosa L. Jones Drive; and

WHEREAS, the City Council desires to amend the RU-2-10 zoning district and the Cocoa Waterfront Overlay District, Heart of Cocoa Subdistrict, to implement the provisions of the Substitute Consent Decree encouraging neighborhood commercial and mixed use development with neighborhood commercial and multi-family residential uses on those certain lots designated on the Regulating Plan attached hereto as "Exhibit A"; and

WHEREAS, given the recent increase in development along Florida Avenue adjacent to the Consent Decree Area and the likely increased neighborhood commercial and mixed-use development within the Consent Decree Area as a result of this ordinance, the City Council further desires to designate certain selected properties within the Consent Decree Area owned by the City of Cocoa for public parking uses in order to support such neighborhood commercial uses; and

WHEREAS, this Ordinance also amends the Zoning Ordinance of the City to effectuate the goal of encouraging neighborhood commercial and mixed use development on certain lots within the Consent Decree Area, consistent with the Substitute Consent Decree, by amending the list of permitted and special exception uses within the RU-2-10 District to include and specify certain neighborhood commercial uses that will be allowed and allow for certain mixed-use and single-story commercial building types to be constructed on such properties; and

WHEREAS, the City desires to further modify the setbacks within the Consent Decree Area to be consistent with the Cocoa Waterfront Overlay District regulations and encourage development on substandard lots within the Area and to clarify minimum lot sizes required for certain types of development to ensure consistency with the Low Density Residential Future Land Use requirements in the City's Comprehensive Plan; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances Appendix A, Article Article XI, Sections 4A and 22, are hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI. It is intended that the text in Appendix A, Article XI 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. 4A. District and intent—RU-2-10, Low Density Single-Family and Multiple-Family District.

The provisions of this district are intended to apply to an area of mixed, low density multifamily, ~~and~~ single-family residential, and neighborhood commercial development in close proximity to major collector and arterial streets and, after the effective date of Ord. 02-2021 [April 13, 2021], shall be specifically limited to the real property subject to the Substitute Consent Decree as ordered on January 28, 2009.

(A) PRINCIPAL USES AND STRUCTURES.

(1) Multifamily dwellings of not more than four (4) units per building.

(2) Single-family dwellings.

(3) Multifamily dwellings of more than four (4) units, provided such use was in existence as of the date of adoption of this ordinance.

(4) That specific use of land and structures legally existing as of March 8, 1988, provided such use was a permitted use in the CW district as of March 8, 1988, and certain other CW and CC permitted uses as follows:

(a) Any lot of record containing such a specific CW use legally existing as of March 8, 1988, may be converted to (1) warehousing or wholesaling in a completely enclosed structure as provided by article XI, section 15(A) (2), or (2) service or repair establishments limited to dry cleaning and laundry plants, business services, printing plants, welding shops, and light

assembly/manufacturing as provided by article XI, section 15(A) (3) and (10); and

(b) Any lot of record containing such a specific CW use legally existing as of March 8, 1988, and any such lot of record subsequently converted to an alternative CW use as provided in subsection (a) may be converted to any use permitted in the CC district under article XI, section 18(a) (1)—(12) as of the date of adoption of this ordinance;

Provided that, once such specific CW use legally existing as of March 8, 1988, has been converted to a CC use pursuant to subsection (b) hereof, or has been converted to a residential use permitted in the RU-2-10 district, or has been abandoned as defined for a nonconforming use in article X, section 7, such lot of record may not return or be converted to such specific CW use or to any alternative CW use provided in subsection (a) hereof. Once any specific CW use legally existing as of March 8, 1988, or any CC use permitted pursuant to subsection (b) hereof has been converted to any residential use permitted in the RU-2-10 district, or has been abandoned as defined for a nonconforming use in article X, section 7, such lot of record may not return or be converted to any CC use permitted by subsection (b) of this section. The owner of a principal use set forth in this section shall have the right to continue such principal use on a lot of record until and unless such use is so converted or abandoned.

(5) That specific use of land and structures legally existing as of the date sixty (60) days following the date of the adoption of this ordinance provided such use was a permitted use in the CC district as of the date of the adoption of this ordinance, and certain other CC permitted uses as follows: any lot of record containing such specific CC use or any lot of record containing a specific CC use legally existing as of the date of the adoption of this ordinance may be converted to any other use permitted in the CC district under article XI, section 18(a)(1)—(12) as of the date of the adoption of this ordinance, provided that, once any such CC use has been converted to any residential use permitted in the RU-2-10 district, or has been abandoned as defined for a nonconforming use in article X, section 7, such lot of record may not return or be converted to any CC use. The owner of a principal use set forth in this section shall have the right to continue such principal use on a lot of record until and unless such use is so converted or abandoned.

(6) On those lots designated in Appendix A, Zoning, Article XI, Section 22, Regulating Plan, the following neighborhood commercial uses shall be permitted either in a single-story commercial building or on the ground floor in a mixed-use building in which residential is the primary use:

(a) Professional services/office.

(b) Gym and Fitness Facilities, less than 7500 square feet.

(c) Personal service establishments, beauty, barber, laundry, dry cleaning, tailor shops and similar uses.

(d) Restaurants.

(e) Retail stores (except automotive) with no outside storage.

(f) Medical and dental clinics.

(g) Animal clinics.

(7) Public parking shall be permitted on those municipally-owned lots designated in Appendix A, Zoning, Article XI, Section 22, Regulating Plan.

(B) ACCESSORY USES AND STRUCTURES.

(1) Customary accessory uses clearly incidental and subordinate to the principal use and in keeping with the intent and purpose of the district.

(2) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(C) SPECIAL EXCEPTIONS.

(1) Public parks and playgrounds.

(2) Noncommercial cultural centers, social service centers, museums, galleries, community centers.

(3) Private clubs and lodges.

(4) Reserved.

(5) Sewer lift stations.

(6) Churches, rectories, parish houses, temples, synagogues and associated buildings, including educational and recreational facilities.

(7) Security mobile home located upon public property.

~~(8) Electronic communication/transmission facilities and exchanges.~~

(8) Child care centers and daycare facilities.

(D) PROHIBITED USES AND STRUCTURES.

(1) All uses not specifically or provisionally permitted herein.

(E) BULK REGULATIONS.

~~Minimum Lot Area~~	~~Minimum Lot Width~~	~~Minimum Lot Depth~~	~~Maximum Lot Coverage~~	~~Maximum Height~~
	~~*Single Family or Duplex*~~			
~~5,000 sq. ft.~~	~~50 ft.~~	~~100 ft.~~	~~40%~~	~~35 ft.~~
	~~*Triplex*~~			
~~7,500 sq. ft.~~	~~50 ft.~~	~~100 ft.~~	~~40%~~	~~35 ft.~~

	~~*Fourplex*~~			
~~10,000 sq. ft.~~	~~100 ft.~~	~~100 ft.~~	~~40%~~	~~35 ft.~~

Bulk regulations related to minimum lot area, minimum lot width, minimum lot depth, lot coverage, and maximum height shall be determined by referring to Appendix A, Zoning, Article XI, Section 22, Cocoa Waterfront Overlay District and the Regulating Plan therein. Such bulk regulations may vary based on the street location and building type selected. The maximum density shall be determined by referring to the Future Land Use Element of the City of Cocoa Comprehensive Plan.

(F) MINIMUM LIVING AREA.

Single family—One thousand (1,000) square feet.

Duplex—Seven hundred fifty (750) square feet each unit.

Triplex—Seven hundred fifty (750) square feet each unit.

Fourplex—Seven hundred fifty (750) square feet each unit.

(G) MINIMUM YARD REQUIREMENTS.

~~*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~~

Minimum yard requirements shall be determined by referring to Appendix A, Zoning, Article XI, Section 22, Cocoa Waterfront Overlay District and the Regulating Plan therein. Such minimum yard requirements may vary based on the street location and building type selected.

*** * ***

Sec. 22. – Cocoa Waterfront Overlay District.

*** * ***

(F) *Uses*. The following table identifies, by zoning district and overlay sub district what uses are permitted (P), not permitted (blank) and/or requires a special exception (SE).

"Key: SE-Special Exception, Blank Cell-Not Permitted, P-Permitted, RP- as identified on the regulating plan"	Heart of Cocoa	* * * [Remainder of Table unchanged]
	RU-2-10	
* * *		
Office		
Professional Service/office	RP [2]	
* * *		
Community/Services Uses		
Child care centers, day nurseries, kindergartens	SE	
Clinic, Animal	RP [2]	
* * *		
Electronic communication/ trans facilities & exchanges	~~SE~~	
* * *		
Medical & Dental Clinics & Labs	RP [2]	
* * *		
Commercial		
* * *		

Gym and Fitness facilities less than 7500 square feet	RP [2]	
* * *		
Parking, public or private	RP [3]	
Personal Service Establishments, beauty, barber, laundry, dry cleaning, tailor	RP [2]	
* * *		
Restaurants	RP [2]	
Retail Stores (Except Automotive)	RP [2]	
* * *		

[1] Parking uses shall be located either in a garage conforming to the requirements of subsection (L) or, except for municipal lots, in a surface lot shared with a commercial, institutional, or civic building in accordance with the on-site location requirements of subsection (I). Parcels solely occupied by a surface parking lot use existing upon the effective date of this Ordinance (August 14, 2019) and as further identified as Parcel Number 24-36-33-39-8-7 (unassigned address) and 24-36-33-77-*-1 (4 Church Street), shall be exempt from this requirement until such time as a parking garage or commercial, institutional or civic building is constructed on the parcel. Parking uses located on property with a commercial, institutional, or civic building shall not reduce the number of required parking spaces associated with the use of the building.

[2] Only in single-story commercial buildings and on the ground floor in mixed use buildings where residential is the primary use.

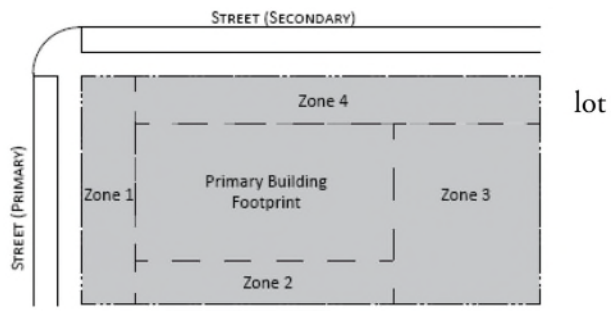
[3] Public parking on municipally-owned lots only.

* * *

(I) *Building Types.* Building types are permitted by Sub-district when any new and/or redevelopment occurs on any parcel within the Cocoa Waterfront Zoning Overlay. The building typologies are consistent with the size, scale and character desired within each sub-district.

The following categories are included in the table provided for each building type. Each standard is labeled by a letter (A, example) which directly relates to the table provided on each building type. The categories are described as follows:

1. *Lot requirements:* Provisions for minimum and maximums; lot depth, lot size and the permitted lot coverage;
2. *Building envelope:* Provisions for the minimum and maximum setbacks permitted by front, side, and rear yards for Urban and Suburban development. There is a minimum and maximum setback for each lot type. The maximum and minimum frontage refers to the proportion of the lot width along which the primary building façade must be within the minimum and maximum front setback; and
3. *Accessory Structure Envelope:* Provides the setbacks and maximum building footprints permitted for accessory structures. In no case shall an accessory structure exceed the height of the primary structure on the parcel.
4. *Building height:* Provisions for permitted heights in stories (st). The maximum height for first floor residential development shall be fourteen (14) feet and twenty (20) feet for non-residential. The maximum height for second story and higher shall not exceed twelve (12) feet. Each building lot typology provides the range of height appropriate for the building type. Height shall be measured from finished floor.
5. *Parking provisions:* The amount of parking shall be determined by Article XII, Off street parking, of the Land Development Regulations. Parking provisions provide zones where parking is permitted. The parking zone refers to any uncovered parking area located on the parcel in accordance to Appendix A, Article 12. Driveways are permitted in any zone provided the frontage requirements have been met as required by building type. The diagram illustrates a Primary and Secondary street. Primary streets are streets that are addressed to the parcel of land. Secondary streets may or may not have access to the parcel. Zones are defined and illustrated by the lot area between the principal building frontage and:



Zone 1: The right-of-way of any primary street.

Zone 2: Any common interior lot line.

Zone 3: Any rear lot line.

Zone 4: The right-of-way of any secondary street.

6. *Private frontages,* refers to the area that is attached or integrated into the primary building. The building types are either required or preferred. If there are multiple frontages provided in the table, the applicant may choose what private frontage to provide per building. The private frontage area may count towards the calculation of the frontage build out requirement under the "Building Envelope" category.

Design Districts and Building Types Table

Design District	* * *	Commercial/Mixed Use Small (CS)	Commercial/Mixed Use-Medium (CM)	* * *	Single Story Commercial (SC)	* * *
Cocoa Village (CV)		P	P		RP	
Heart of Cocoa (HC)		~~(2)~~ RP (2)	RP(2)		RP(2)	
King/Willard Corridor (KW)		P	P		P	
Uptown Neighborhood (UN)						
South of the Village (SV)		RP				
South End (SE)		P	P		RP	
Waterfront (WF)		P	P		RP	
North of Village (NV)		P	P		RP	

RP, permitted only where indicated on Regulating plan.

P, Permitted in the Design District.

Blank Cell, is not permitted.

* Commercial/Mixed Use is a mix of uses, ie. Office/retail, office/residential.

(1) Townhomes are permitted up to 4 units per building.

(2) Consistent with the Substitute Consent Decree as ordered on January 28, 2009 with no more than four multi-family units per building.

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

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

Section 2. **Regulating Plan Amendment.** Appendix A, Zoning, is hereby amended to delete the Regulating Plan set forth in Article XI, Section 22(G), City Code, and replace it with the Regulating Plan attached hereto as **Exhibit "A"** and fully incorporated herein by this reference.

Section 3. **Building Type Amendment.** Appendix A, Zoning, is hereby amended to delete the Building Type requirements for House (HS), Cottage (CO), Commercial/Mixed-Use – Small (CS), Commercial/Mixed-Use Medium (CM), and Single Story Commercial (SC) Buildings as set forth in Article XI, Section 22(I), City Code, and replace both with the Building Type requirement sheets attached hereto as **Exhibit "B," Exhibit "C," Exhibit "D," Exhibit "E," and Exhibit "F."**

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of other ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Incorporation into Code.** This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2024.

_____

MICHAEL C. BLAKE
Mayor

ATTEST:

_____
MONICA ARSENAULT
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Second Reading: _____

EXHIBIT A

REGULATING PLAN

EXHIBIT B
Commercial/Mixed-Use Small (CS) Building Type

EXHIBIT C
Commercial/Mixed-Use Medium (CM) Building Type

EXHIBIT D
Single Story Commercial (SC) Building Type

EXHIBIT E
Cottage (CO) Building Type

EXHIBIT F
House (HS) Building Type

Proposed Update to Regulating Plan

City of Cocoa - Waterfront Overlay District

Cocoa, FL

8/6/2024

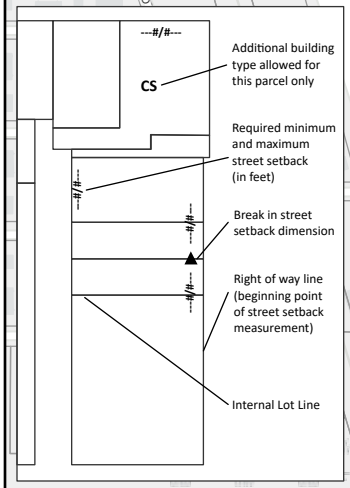
Allowable Building Type															
Sub-District	Homestead	Estate	House	Cottage	Townhouse	Apartment Building	Courtyard Apartment	Comm/Mixed *Small	Comm/Mixed *Med	Comm/Mixed *Large	Single-Story Commercial	Large Format Commercial	Institutional	Civic	Parking
	HO	ES	HS	CO	TH	AB	CA	CS	CM	CL	SC	LF	IT	CI	PA
Cocoa Village (CV)			◦	◦	◦	•	•	•	•	◦ (3)	◦		•	◦	
Heart of Cocoa (HC)		•	•	•	• (1)			◦(2)	◦(2)		◦(2)		•		◦
King/Willard Corridor (KW)			◦		◦	◦	◦	•	•		•		•		
Uptown Neighborhood (UN)		•	•	•	•								•	◦	
South of the Village (SV)	•	•	•	•	•	◦	◦	◦					•		
South End (SE)				•	•	•	•	•	•	◦ (3)	◦		•		
Waterfront (WF)						•	•	•	•	•	◦		•	◦	
North of Village (NV)					•	•	•	•	•		◦	◦	•		

◦ Allowed only where indicated on Regulating Plan
• Allowed throughout Design District
* New development within the Comm/MXD use district may be developed as either commercial or mixed use.

1. Townhomes allowed up to four per building.
2. Consistent with the Substitute Consent Decree as ordered on January 28, 2009.
3. Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved subject to the discretion of the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of Cocoa Village and respective subdistrict, and other similar relevant factors.

N

Waterfront Overlay Sub Districts:
- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area (CDA)



0 300 600 Feet

P20240702-129003.0

CS COMMERCIAL/ MIXED-USE - SMALL

A building lot located and designed to accommodate a multi story building with commercial, office and/or multiple dwellings in any story that is designed for smaller lot sizes.

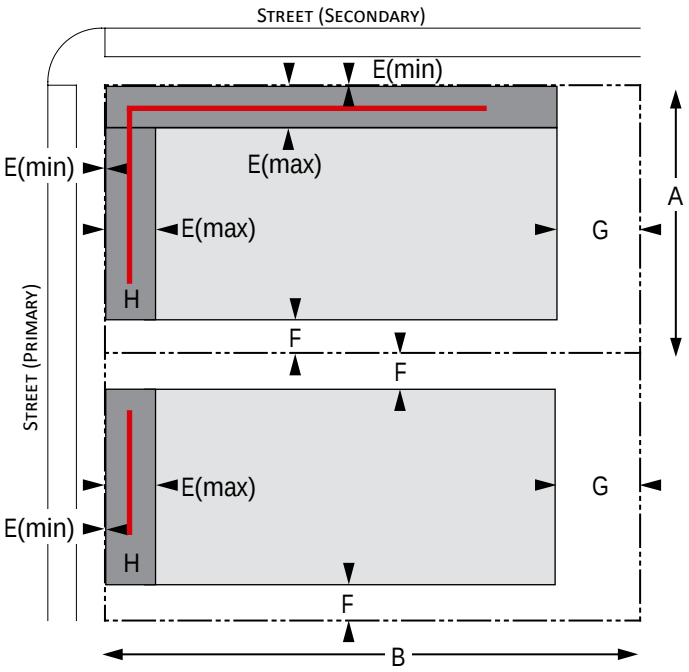
LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	15(1)	60(1)
B - Lot Depth (ft)	80(1)	120(1)
C - Lot Size (sf)	1,800(1)	7,200(1)
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	6
G - Rear Setback (ft)	5	--
H - Frontage Buildout (%)	80	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	4(2)
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	C	

(1) Lot width, depth, and size may vary in Heart of Cocoa.
(2) 3 stories maximum in Heart of Cocoa.

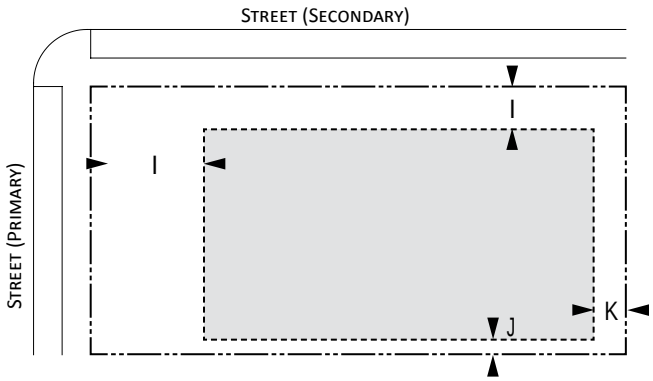


EXAMPLE

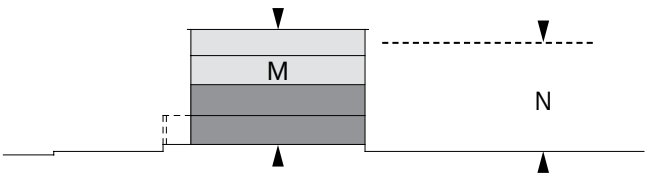
LOT REQUIREMENTS AND BUILDING ENVELOPE



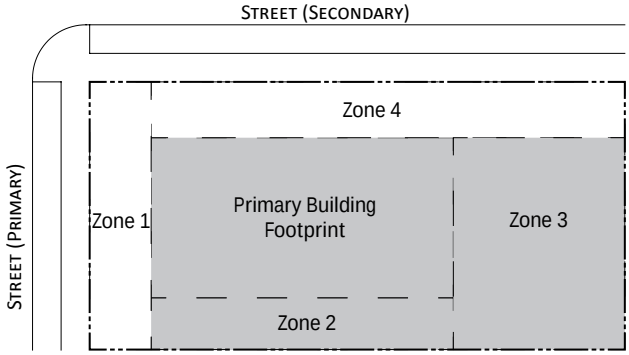
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CM COMMERCIAL/ MIXED-USE - MEDIUM

A building lot located and designed to accommodate a multi story building with commercial, office and/or multiple dwellings in any story that is designed for average lot sizes.

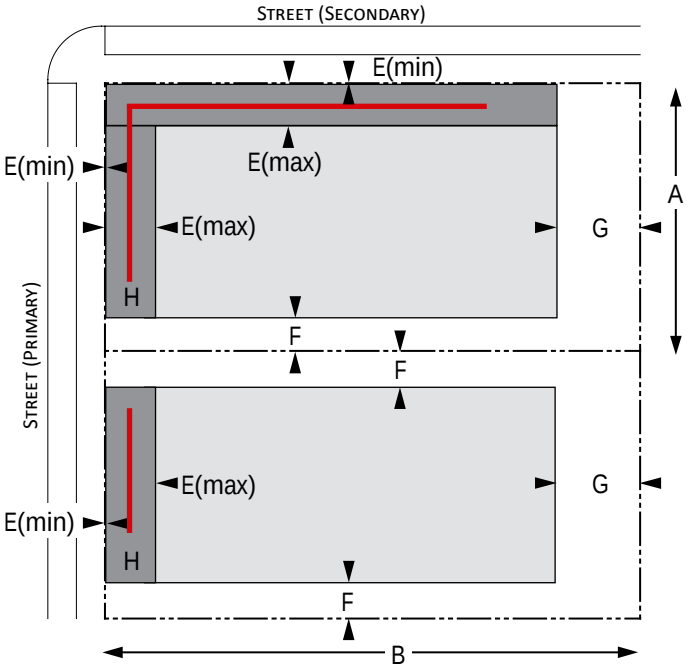
LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	60(1)	120(1)
B - Lot Depth (ft)	--	500
C - Lot Size (sf)	--	60,000
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	90	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	5(2)
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	C	

(1) Lot width may vary in Heart of Cocoa.
(2) 3 stories maximum in Heart of Cocoa.

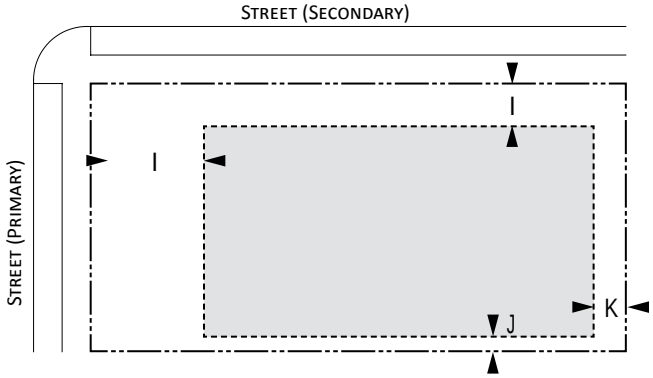


EXAMPLE

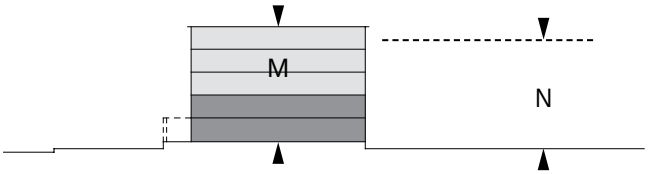
LOT REQUIREMENTS AND BUILDING ENVELOPE



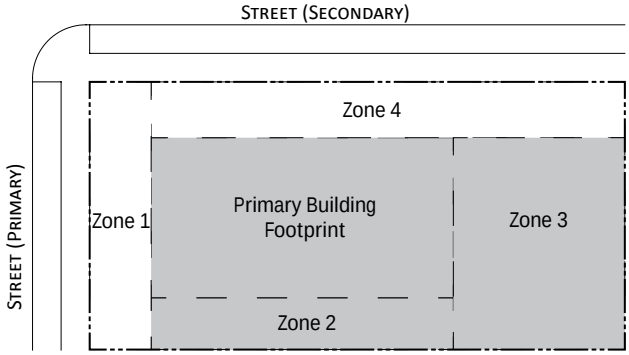
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



SC SINGLE STORY COMMERCIAL BUILDING

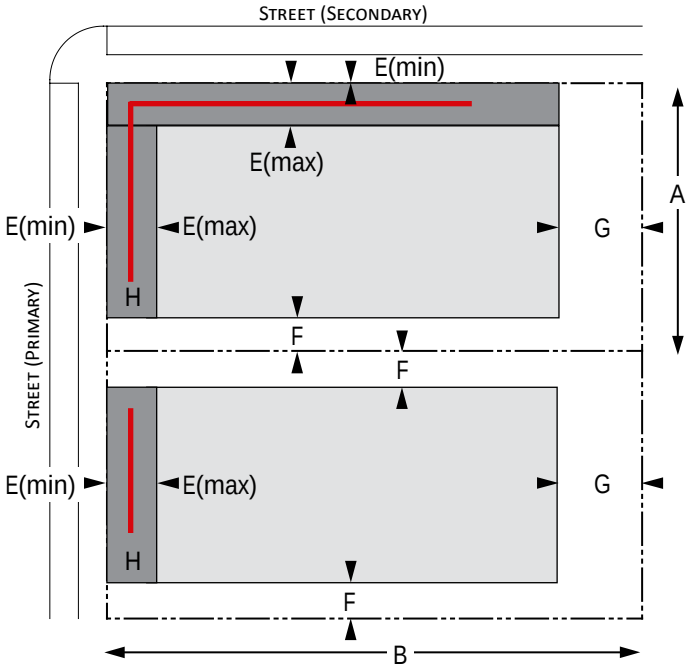
A building lot located and designed to accommodate single use office and retail.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	50(1)	300(1)
B - Lot Depth (ft)	100(1)	400(1)
C - Lot Size (sf)	~~7500~~ 5,000(1)	90,000(1)
D - Lot Coverage (%)	--	60
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	50	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	1
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
(1) Lot width, depth and size may vary in Heart of Cocoa.	C	

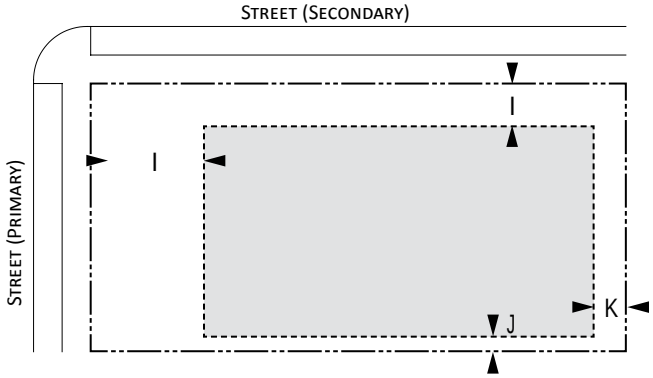


EXAMPLE

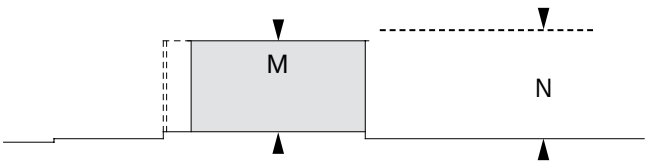
LOT REQUIREMENTS AND BUILDING ENVELOPE



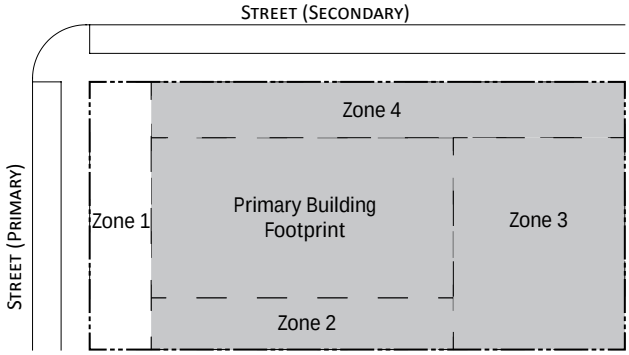
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CO COTTAGE

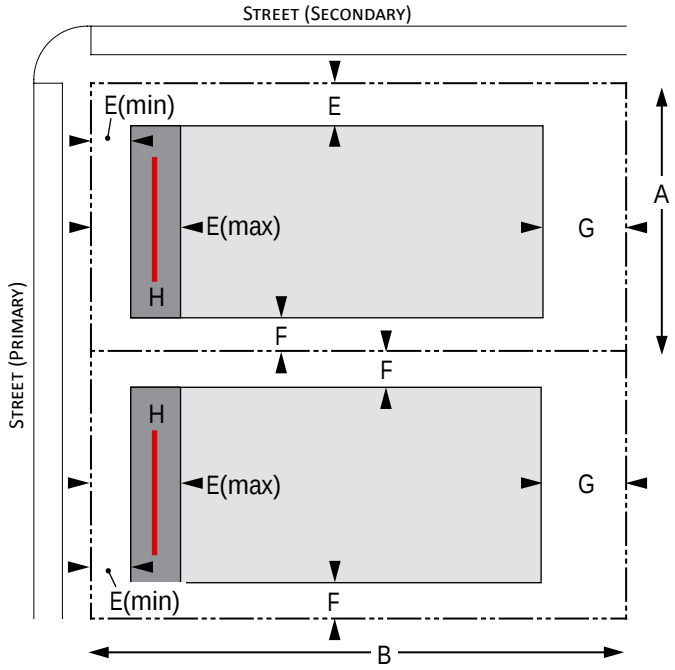
A building lot located and designed to accommodate a small detached building with small side and front yards.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	25	40
B - Lot Depth (ft)	100	120
C - Lot Size (sf)	3,000	~~4,800~~ 5000
D - Lot Coverage (%)	--	50
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	3	--
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	70	90
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	2
N - Accessory Structure(s) (ft)	--	24
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, S	

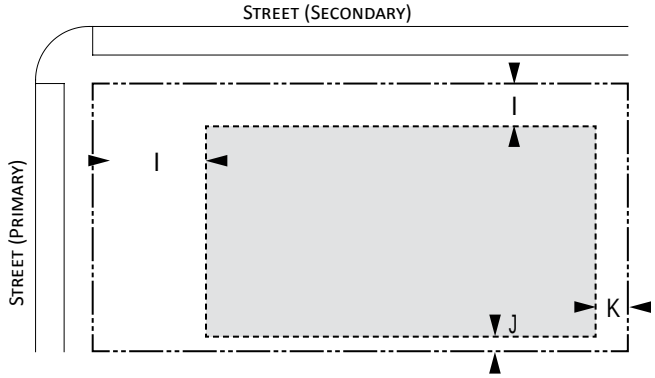


EXAMPLE

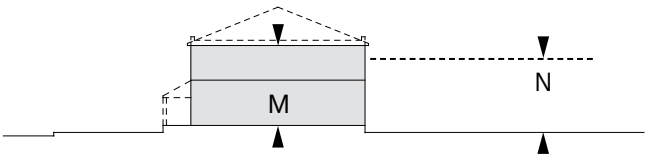
LOT REQUIREMENTS AND BUILDING ENVELOPE



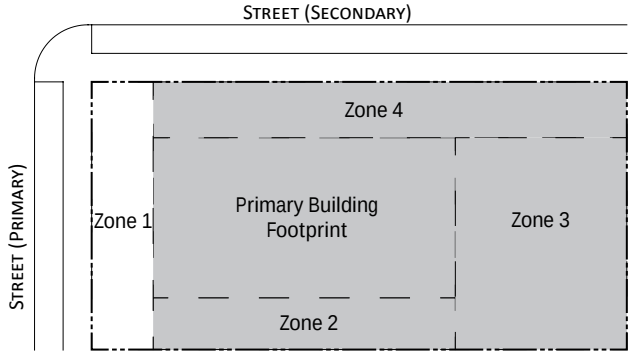
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



HS HOUSE

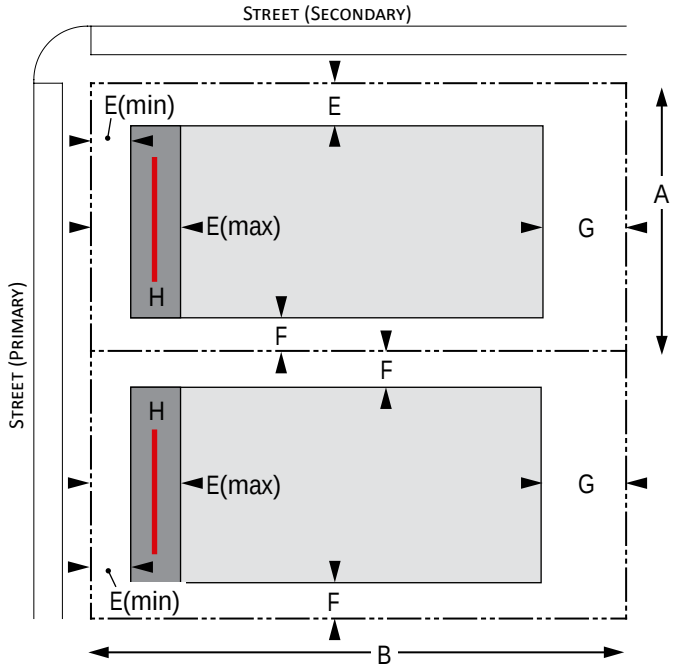
A building lot located and designed to accommodate a detached building with small side yards and a large front yard.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	40	70
B - Lot Depth (ft)	100	120
C - Lot Size (sf)	4,000	8,400
D - Lot Coverage (%)	--	30
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	5	--
G - Rear Setback (ft)	~~20~~ 10	--
H - Frontage Buildout (%)	60	80
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	3
N - Accessory Structure(s) (ft)	--	24
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4 *	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, S	

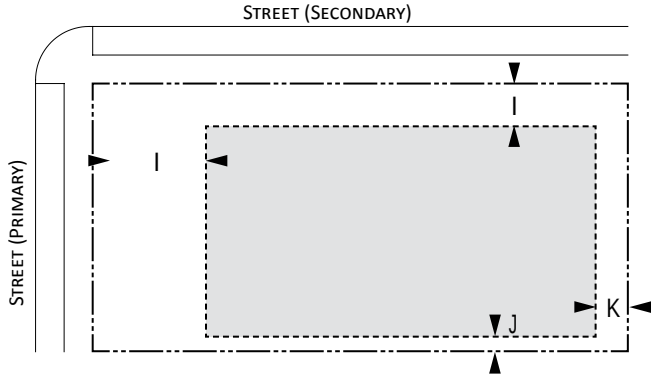


EXAMPLE

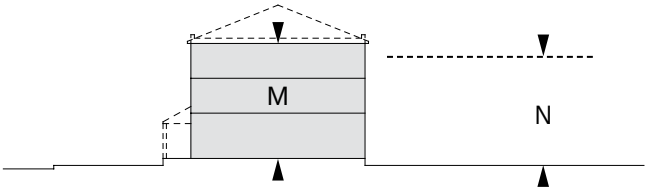
LOT REQUIREMENTS AND BUILDING ENVELOPE



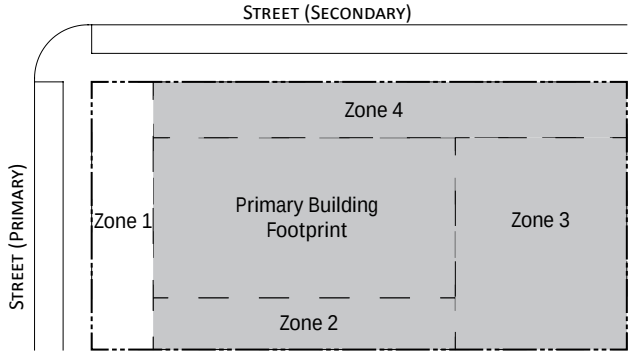
ACCESSORY STRUCTURE ENVELOPE

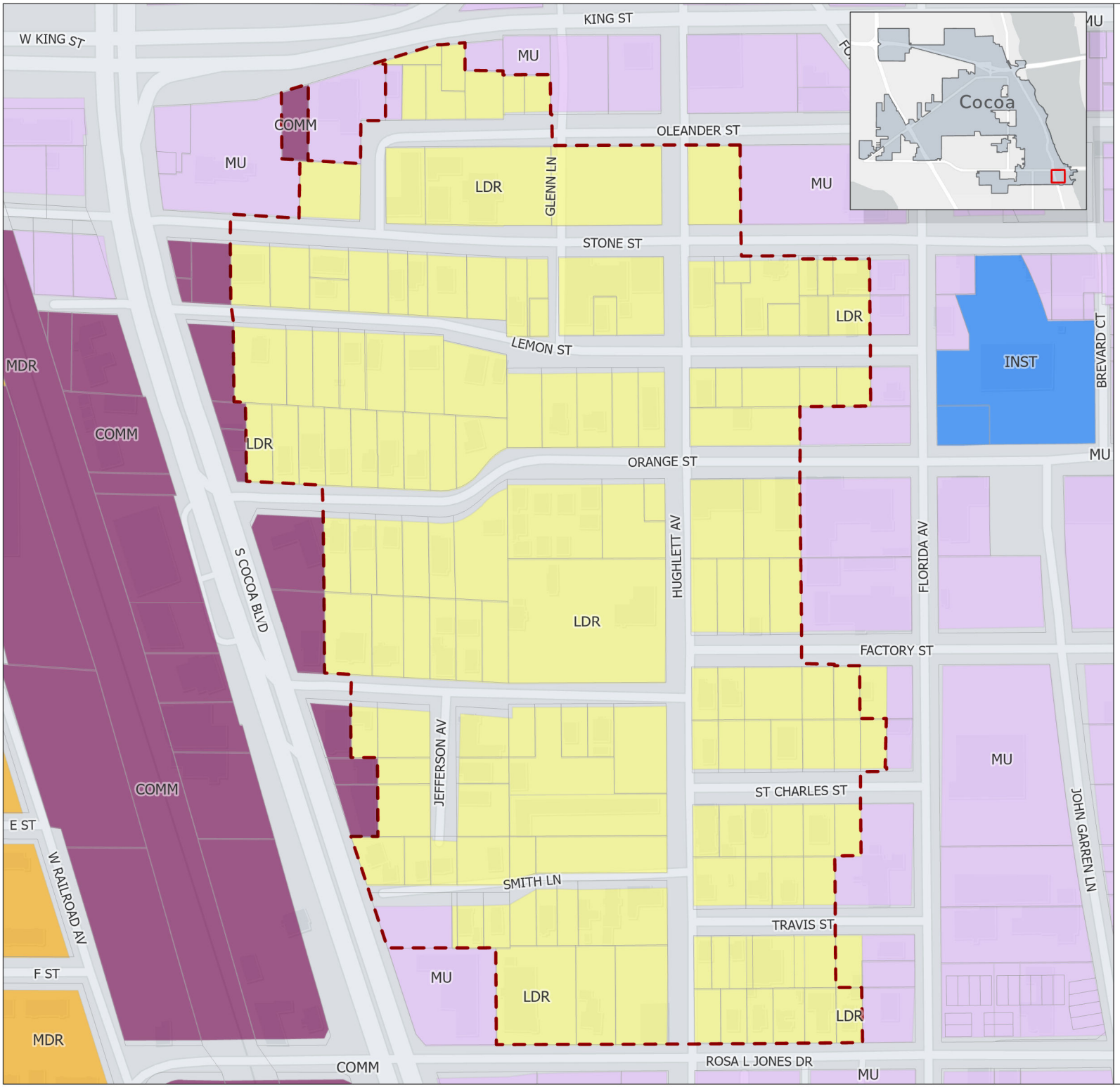


BUILDING HEIGHT



PARKING LOCATION





Consent Decree Future Land Use

July 24, 2024

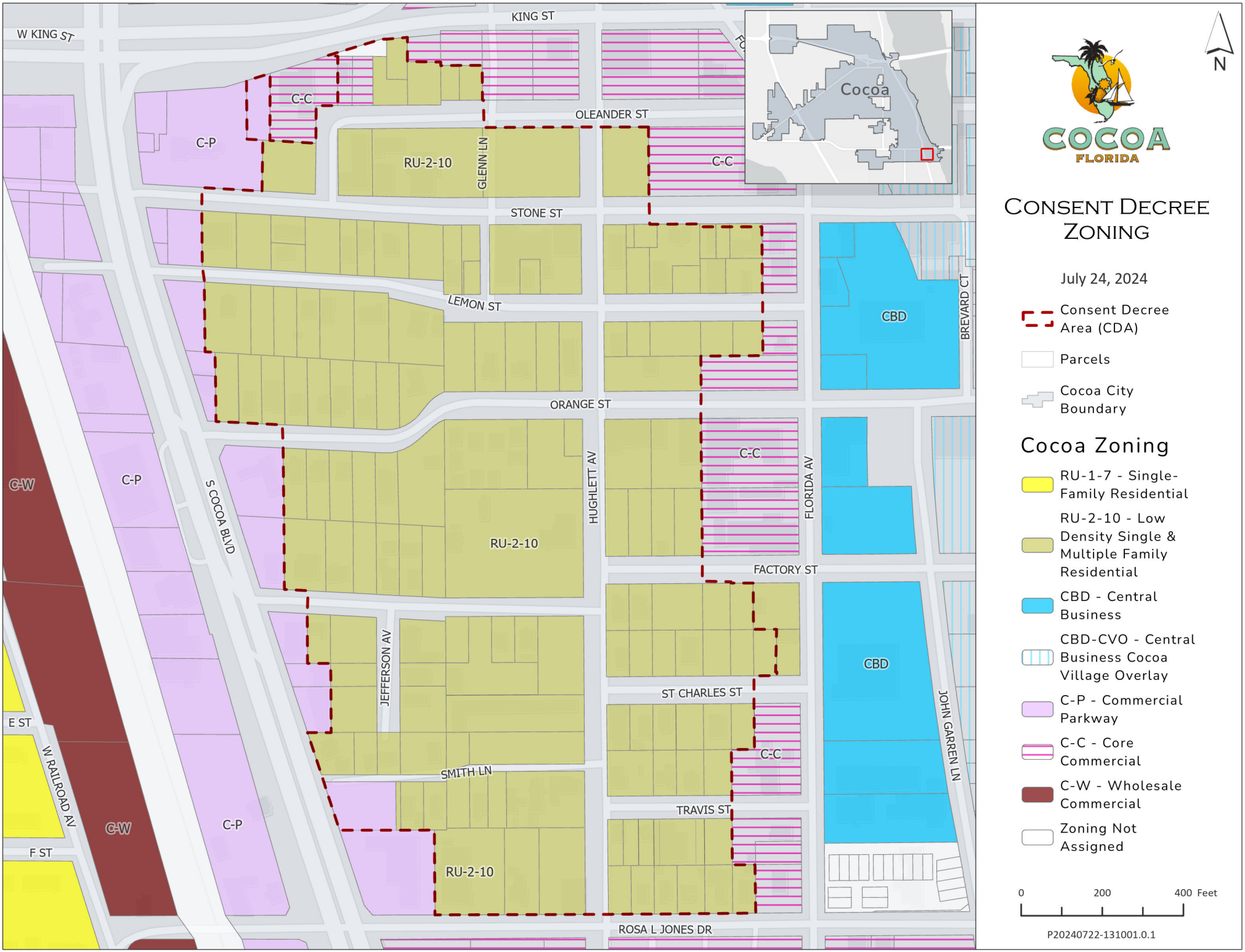
- Consent Decree Area (CDA)
- Parcels
- Cocoa City Boundary

Future Land Use

- Low Density Residential
- Medium Density Residential
- Commercial
- Mixed Use
- Institutional

0 200 400 Feet

P20240722-131001.0.2


KING ST
W KING ST
C-C
C-P
RU-2-10
GLENN LN
OLEANDER ST
C-C
STONE ST
LEMON ST
CBD
BREVARD CT
ORANGE ST
C-W
C-P
S COCOA BLVD
HUGHLETT AV
C-C
FLORIDA AV
RU-2-10
FACTORY ST
JEFFERSON AV
CBD
ST CHARLES ST
JOHN GARREN LN
E ST
W RAILROAD AV
C-C
SMITH LN
TRAVIS ST
C-W
C-P
F ST
RU-2-10
ROSA L JONES DR
Cocoa
N
COCOA
FLORIDA
CONSENT DECREE ZONING
July 24, 2024
Consent Decree Area (CDA)
Parcels
Cocoa City Boundary
Cocoa Zoning
RU-1-7 - Single-Family Residential
RU-2-10 - Low Density Single & Multiple Family Residential
CBD - Central Business
CBD-CVO - Central Business Cocoa Village Overlay
C-P - Commercial Parkway
C-C - Core Commercial
C-W - Wholesale Commercial
Zoning Not Assigned
0
200
400 Feet
P20240722-131001.0.1

IN THE UNITED DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

BEATRICE HOUSTON, et.al.

Plaintiffs,

vs. CIVIL ACTION 6:89-CV-00082-PCF

THE CITY OF COCOA, et.al.

Defendants.
_____/

SUBSTITUTE CONSENT DECREE

WHEREAS, the Plaintiff Class and the Defendants, City of Cocoa and City Redevelopment Agency (Defendants), agree that the Consent Decree entered by the parties in July 1990 (Dkt. #55) no longer meets the needs of the parties and should be modified; and

WHEREAS, the parties agree that a substitute consent decree should be entered; and

WHEREAS, the parties have negotiated in good faith to resolve their outstanding differences; and

WHEREAS, the parties wish to maintain the residential character of the consent decree area;

WHEREAS, the parties have reached agreement on the payment of attorneys' fees and costs to Plaintiffs' Counsel, Southern Legal Counsel, Inc.;

NOW THEREFORE, it is agreed:

1. The Consent Decree entered on July 25, 1990 (Dkt. # 55) is no longer in effect and this Substitute Consent Decree shall take its place.

2. The area of the City of Cocoa ("Consent Decree Area" or "CDA") is the same as described in the original consent decree as modified by the parties joint stipulation filed July 14, 1988 (Dkt. #179), correcting one section of the CDA's boundaries. This motion was granted on July 17, 1988 (Dkt. # 179-1).

I. ZONING

3. The City shall maintain zoning regulations that apply to the Consent Decree Area that are intended to:

(1) maintain the CDA's low density residential character;

(2) continue to encourage the voluntary replacement of Wholesale Commercial uses, as defined and enumerated in the City Code, Appendix A-Zoning, Article XI, Section 15, with low density residential uses or less intensive neighborhood commercial uses such as mixed use developments where residential serves as the primary use, while preserving rights to existing uses as provided by law; and,

(3) continue to encourage the production and development of affordable homes in the CDA by the private sector through zoning incentives for

the CDA including, but not limited to, any incentives that are currently in place.

II. CRA'S REDEVELOPMENT PLAN

4. The City and the Redevelopment Agency, through the Redevelopment Agency's Redevelopment Plan, shall continue to support programs for improvement of rental housing, and continue to support the program for infill housing and new construction of affordable housing to low and low to moderate income persons in the CDA. To that end, the City and the Redevelopment Agency shall continue to support affirmative measures to support rehabilitation of rental units and owner occupied houses for members of the Plaintiff Class. The City and the Redevelopment Agency shall continue to investigate and, where appropriate, apply for funds from federal, state, and local agencies for improvement of rental housing and owner occupied houses and provision of rental assistance to low and low to moderate income tenants.

5. The City shall continue to support applications for Section Eight certificates, vouchers, and other forms of rental assistance for low income renters. The City shall make affirmative efforts to promote the use of such rental assistance in conjunction with rental rehabilitation of units to ensure the continued affordability of rehabilitated units to members of the Plaintiff class who are low income renters and to take such other measures as are appropriate to prevent displacement of members of the Plaintiff class who are low income renters from rehabilitated units.

6. The City and the Redevelopment Agency shall continue to support the development of new single family residences on vacant lots in the CDA for low and low to moderate income families and to support the rehabilitation of the unoccupied and occupied single family houses in poor condition in the CDA to the extent rehabilitation is physically and financially practicable. The City shall continue its program of the housing bonus program whereby construction or rehabilitation of a qualifying affordable housing unit is required in the CDA. The City and the Redevelopment Agency shall also continue to support non-profit community development corporations which wish to construct new single family homes within the CDA on vacant lots.

7. The City and the Redevelopment Agency may enhance the residential character of, and neighborhood amenities within, the CDA by supporting appropriate neighborhood commercial uses on CDA lots as provided in section I.3(2) above and on CDA lots located along the outermost perimeter of the CDA and adjacent to Florida Avenue, US Highway 1, SR 520, or Rosa L. Jones Drive.

III. CONSISTENCY CLAUSE

8. The City shall maintain provisions with the City's Comprehensive Plan with the intent to:

(1) denote and protect the CDA's low density residential land

use;

(2) recognize and preserve the historic resources in the CDA; and

(3) reflect the goals of housing and neighborhood improvement for the CDA as set forth in this Substitute Consent Decree.

IV. FUTURE ASSURANCES

9. Defendants agree not to initiate a rezoning of the CDA or take any action in the CDA which has the purpose or effect of involuntarily displacing current or future members of the Plaintiff class. In the event of a rezoning initiated by the request of a property owner, the City agrees to give due weight to preserving the low density residential and historic character of the CDA in acting on the rezoning request.

10. In rezonings initiated by property owners, the City agrees to provide individual mailed notice to all property owners and residents in the CDA living within 500 feet of property considered for rezoning, together with all other notice required under applicable laws. In any city-initiated rezoning involving any property in the CDA, the City shall provide individual mailed notice to all residents and property owners of the CDA which notice shall refer to and explain the terms of the Consent Decree, together with all other notice required under law. Notice to property owners shall be taken from tax records maintained by the City.

Notice to residents may be addressed to "Occupant" at the address of each unit located in the CDA.

11. The City agrees to enforce the current provisions of the RU-2-10 zoning code and all ordinances applicable to CW uses which were existing as of March 8, 1988, requiring the removal or regulation of junk yards or unenclosed storage areas in the CDA . However, nothing herein shall be construed to prohibit the City from re-codifying or renumbering those provisions elsewhere in the Code or adopting more stringent zoning amortization provisions related to said CW uses in the future. The City shall also take such other action as the City deems necessary to remove or correct conditions that pose public safety hazards to CDA residents or that substantially undermine the quality of the residential environment.

12. If the City or Redevelopment Agency should consider modifying the terms of the City's zoning regulations or comprehensive plan or the Redevelopment Agency's Redevelopment Plan applicable to the CDA, the City or the Redevelopment Agency shall provide mailed notice and a copy of the proposed modification to Southern Legal Counsel, counsel for the Plaintiffs, at least thirty (30) days prior to the date of initial and final consideration of the proposed modification and provide notice of its intentions in conformity with Florida law.

V. MISCELLANEOUS

13. The Court shall retain jurisdiction for the enforcement of this Substitute Consent Decree.

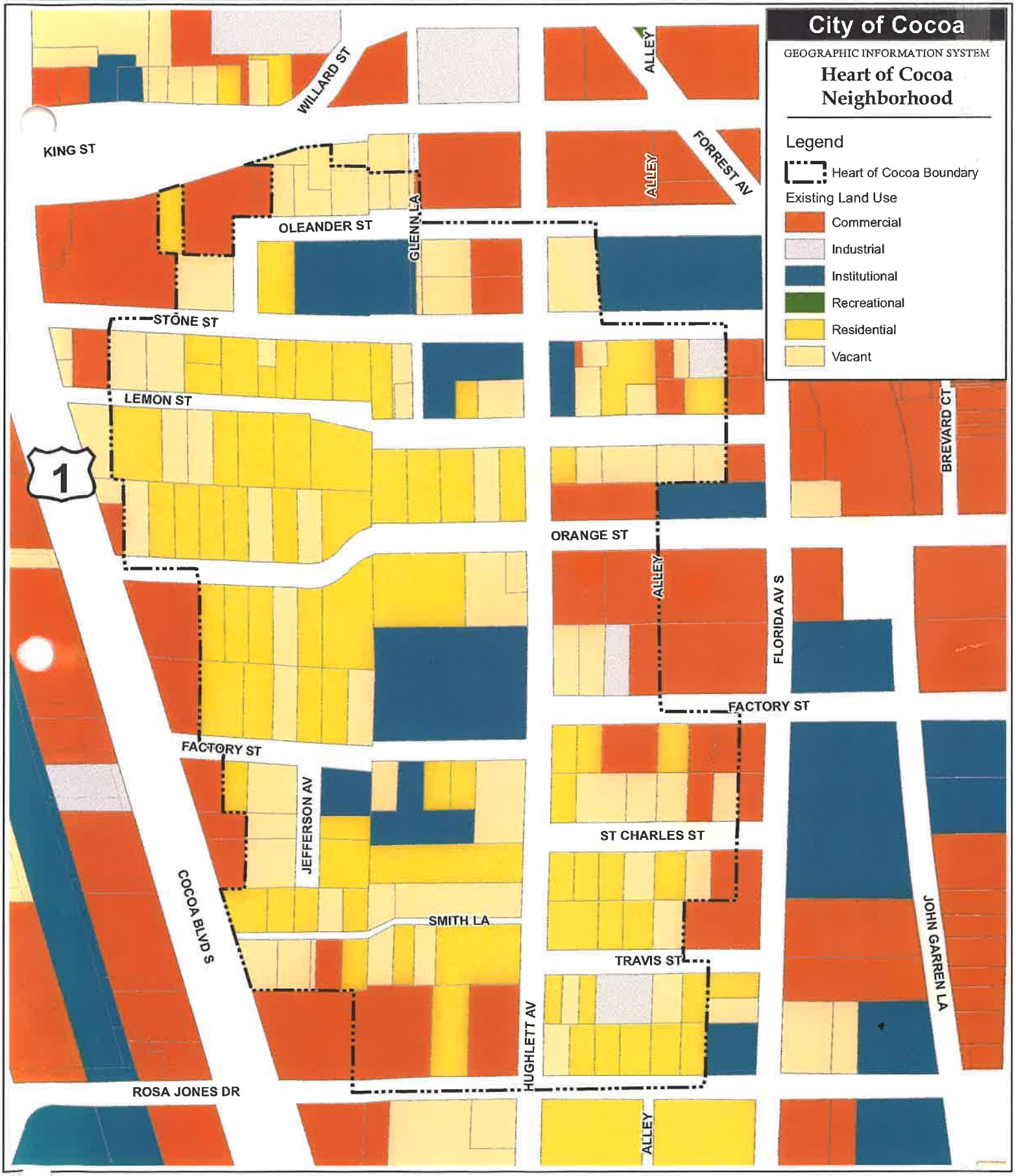
14. Plaintiff's counsel shall not be entitled to any monitoring fees and expenses, including but not limited to attorney's fees, or other fees and expenses after February 10, 2005. However, should Plaintiffs seek enforcement of this decree or defend a motion to modify and/or terminate this decree, they shall not be barred from seeking prevailing party fees and expenses in accordance with applicable law.

APPROVED AND ORDERED in Orlando this 28th day of January, 2009.

PATRICIA C. FAWSETT
UNITED STATES DISTRICT JUDGE

Copies to:

All Counsel of Record



Disclaimer:

Abutting parcels/lots under same ownership may be shown as one (1) parcel. This map was compiled from record documents of the Brevard County Property Appraiser's Office and Geographic Information Services, and does not reflect an actual survey. The City of Cocoa does not assume responsibilities for errors or omissions.

N W E S

0 125 250 500 Feet

0 0.025 0.05 Miles

City of Cocoa
603 Brevard Avenue
Cocoa, Florida 32922
321-639-7550 phone
321-637-7203 fax
www.cocoafl.org

Serving the Community

CITY COUNCIL AGENDA ITEM

Memo Date: March 20, 2018
Agenda Date: March 27, 2018
Prepared By: Anthony A Garganese, City Attorney and Karen D. Hamilton, Community Services Director
Through: John A. Titkanich, Jr. AICP, ICMA-CM, City Manager
Requested Action:
Informational Item – Update on Heart of Cocoa Substitute Consent Decree

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BACKGROUND:

First, this Agenda Item is not intended to be an all-inclusive account of history of the Heart of Cocoa and the matters leading up to the adoption of consent decree related to the Heart of Cocoa neighborhood. It is also not intended to be an all-inclusive account of all actions taken by the City related to comply with the applicable 1990 consent decree, as substituted by the substitute consent decree in 2009. Rather per the direction of the City Council, this Agenda Item is intended to provide a summary of the history of the Heart of Cocoa neighborhood and the consent decree matter for purposes of educating the current members of the City Council, City staff, and interested members of the public who did not experience, first hand, the events leading up to the adoption of the consent decree and the substitute consent decree, including the early implementation thereof. Hopefully, the importance of the Heart of Cocoa to the city of Cocoa is captured herein and the relevance of the Substitute Consent Decree will be better understood.

History and Significance of the Heart of Cocoa Neighborhood

In addition to the Voting Rights Consent Decree, which was reviewed by the City Council two meetings ago, the City is also subject to another federal consent decree that only applies to a specific geographical area within the City known today as the “Heart of Cocoa” neighborhood (“HCN”) (also commonly referred to in the past as the “Consent Decree Area or Core Area”.) Although the two consent decrees serve two totally different purposes, both consent decrees share a common thread involving the challenges faced by the black community in Cocoa. The Heart of Cocoa consent decree was adopted in the federal district court case, Beatrice Houston, et. al. v. City of Cocoa, Civil Action 6:89-CV-00082-PCF.

The HCN is located immediately west of the historic Cocoa Village and although the boundaries are irregular, the boundaries are generally between several major roadways: east of Florida Avenue, South of SR 520; west of US 1; and north of Rosa L. Jones Blvd (formerly Poinsett Drive). A map of the HCN is attached to this Agenda Item. The HCN has been subject to a federal consent decree since 1990. The original voluminous consent decree (approx. 150 pages including exhibits) was replaced by a substantially streamlined Substitute Consent Decree on January 28, 2009 (6 ½ pages). As noted above, the Substitute Consent Decree only applies to the HCN. A copy of the Substitute Consent Decree is attached to this Agenda Item.

To truly understand the relevance and historical and legal significance of the map and the Substitute Consent Decree, a person must know a little bit about the history of Cocoa, particularly the black community in the HCN. Cocoa has a tremendous history going back to the initial settlement days in the late 1880s and incorporation as a city in 1895. During this time period, the Cocoa Village area was born and began to establish itself. During this time period, a sizeable black community also began to settle into a small area, and establish homes, on the west side of Florida Avenue and the railroad tracks that once ran in the vicinity of the existing location of Florida Avenue (commonly referred to as the old Flagler Railroad line). Moreover, over the years several black-owned businesses were known to be located and operating within the HCN including Evelyn's Beauty Shop, Rosa Marie's Coffee Shop, D.R. B.C. Scurry's Office, and J.C. Ager's Grocery. Further, two historic churches were established in the HCN: Mt. Moriah A.M.E. Church and Greater St. Paul's Baptist Church. These businesses and churches served the local residents residing in the HCN.

In essence, by the 1980s, the HCN had established itself as an historic African-American neighborhood. According to reported statistics, there were 536 people living in 276 homes by1980 and virtually all the residents were African-American. See Koons, Fair Housing and Community Empowerment: Where the Roof Meets Redemption, 4 Geo. J. on Fighting Poverty 75 (Fall, 1996). Severe poverty marked the HCN: 76% of the residents earned less than $5,000 per year; rents were nearly half ($130 per month) of what was expected for minimally expected rent for a standard unit; two out 5 households did not own an automobile; only 22% of the residents owned their own home and 78% rented; and half of the residents were purported to be elderly. Id.

But, by the same time period, heavier wholesale commercial uses were also established in the HCN and dotted the landscape between homes. These heavier commercial uses were neither owned by nor serving the residents and included auto body shops, storage yards and a central facility for a major utility company. Id. Some of these businesses still exist in the HCN today.

As time passed, the HCN suffered significant decay and dilapidated structures had to be demolished. As a result, a significant number of vacant lots were created and exist today. From past experience, the City has noticed that many of the vacant lots have title challenges existing in the chain of title because properties were not properly conveyed over the years.

The Redevelopment Agency and Community Redevelopment Plan.

In the early 1980s, the city of Cocoa was one of the first municipalities to create a redevelopment agency in the State of Florida. A large redevelopment area was established and currently exists today. The area includes the HCN. Significantly, the first Redevelopment Plan was adopted during this time period, and the details contained in this Plan were, in retrospect, the root cause of the consent decree being imposed on the HCN.

Particularly, the Plan identified numerous subareas within the redevelopment area and a specific project was planned for each subarea with the goal of encouraging economic

redevelopment within each subarea for purposes of ameliorating slum and blight within the redevelopment area. The projects were ambitious and included a 99 slip marina, a restaurant complex, riverfront condominiums, Willard Street Office Complex, Historic Preservation District, Cocoa Village theme extension, Downtown Parking expansion, Florida Avenue widening, among other projects. The HCN, which was referred to as the "Core" redevelopment area at the time, was identified as Project 12. Generally, Project 12 called for the development of townhouses, shopping centers, professional offices and park space within the HCN. But, perhaps incredibly by today's standards, Project 12 explicitly called for the removal of all of the existing homes in the HCN and the displacement of the residents through a very detailed relocation benefits program that was incorporated into the Plan in order to make way for the redevelopment of the Core area. Project 12 was expected to displace approximately 300 households including the home owned by one of the plaintiffs in the case, Beatrice Houston.

As with the creation of most redevelopment agencies, Cocoa's downtown redevelopment agency was slow to get moving. To kick start the Agency's redevelopment efforts several years after creation in 1988, the City proceeded with the adoption of a comprehensive amendment to its comprehensive plan and rezoning ordinances. See Cocoa Ordinance 7-88. Relevant to the HCN, the zoning map and code would be amended to Core Commercial and RU-2-25, which would allow more refined commercial uses and high density residential to presumably support higher end shops, professional offices, condominiums and townhouses called for under Project 12 within the Redevelopment Plan. Most of the existing residential and higher intense commercial uses would become nonconforming. To say the least, this ordinance became highly contentious and opposition to the Ordinance and Project 12 grew not only among the residents who feared losing their homes, but among the commercial businesses in the HCN who feared they could be prevented from expanding or rebuilding their businesses because they were being made nonconforming uses under the new zoning ordinance.

The sentiment at the time of City officials and opponents is generally reflected in a special newspaper article published in the Orlando Sentinel on February 21, 1988 which was entitled "Cocoa: Neighborhood Must Go Old Timers Reluctant to Lose Way of Life." A copy of the Article is attached to this Agenda Item. First, from the City's perspective, some officials felt that crime was tearing the neighborhood apart citing, for example, the old Silver Dollar Bar which was located on Hughlett Street and vagrants. It was reported that City Councilwoman Betty Woehle said, "We're looking to Cocoa's future. Without question, that area is more suited to what we have in mind." City Councilman Noah "Sonny" Butt, Jr. was quoted as saying, "The city should buy and tear down the neighborhood a block at a time until developers are willing to come in." Community Improvement Director Rochelle Lawandales described her vision of the neighborhood as follows: "I see a One Harbor Place, the 1900 Building. I see the Hilton at Rialto Place. … If we have one holdout property owner and something like a Hilton wants to come in … you're darn tootin' we'd do everything to get that property." The Redevelopment Coordinator, Merrill Ladika, echoed that statement, reasoning, "If we're going to have a development come in, you can't have Mrs. Smith in her little shack on the corner. … She's going to have to go somewhere else too." In Ms. Ladika's assessment, "It's not like they're leaving the good old days. The good old days are long gone

for those people." The former staff member credited with authoring the Redevelopment Plan, Doug Robertson, offered this summary: "The core area, in pragmatic, cold dollars and cents, should be very valuable."

Opposition to the zoning change and the Plan came from two different factions at odds with one another in the HCN and with different perspectives: the intense commercial business owners and the residents. The business owner's perspective can be summarized by Chuck Billias of Billias Brothers Body Shop, who was quoted as saying, "I'm concerned about this, very upset. I've been in business here for 15 years. I spent a lot of money … to expand my business. … If my business burns down, I couldn't rebuild it. … this thing might just end up in court." However, from the standpoint of the residents, a general theme was. "I own this house," said resident Omega Austin. "My daddy built this house and that makes it special. … We had so many Christmases in this house, big feasts with all the grandchildren. There's so many memories, I'm talking about fifty years." In her mind, the neighborhood still had significant value. She replied, "Everybody still looks out for each other. If you miss somebody a couple of days, you go check on them. You walk across the street and say, "Are you all right, Miss Rosa? Is there anything I can do for you?" Regarding his impression of the relocation benefits, resident Glanville Bethel proclaimed, "It would make no sense to take $40,000 or $50,000 if it's not enough to go buy another house. Because then you have to rent, and when you're out of money you're out on the streets." Landlord Willie Davis' view point was the zoning change and Plan were designed to "root the people out of the area in a small and slick way. That's what it's all about. They want this entire area, from U.S. 1 to the beach, lily white."

The Lawsuits and Legal Challenges to City's Redevelopment Plan – In General.

The City Council faced mounting criticism and opposition to the zoning changes and Plan especially by black residents in the HCN. The residents retained local legal counsel, Central Florida Legal Services, who in turn obtained assistance from the NAACP Legal Defense & Educational Fund, and a New York City law firm specializing in land use law. In sum, residents argued that the zoning changes and Plan had a disproportionate adverse impact on black residents and mounted a multi-prong legal attack against the City and CRA challenging the zoning change and Plan. In very general terms, they filed: (1) objections to HUD; (2) a petition challenging the City's Comprehensive Plan Amendments; and (3) a twelve count complaint in Federal Court. For the limited purpose of this Agenda Item, it would suffice to say that many of the challenges, except for the Comprehensive Plan challenge related to whether the amendments were in compliance with the State's Growth Management Act, were based on several allegations and legal theories, and proffered evidence by the plaintiffs, that the City's past practices constituted race-based discrimination under Federal law including the adoption of the zoning changes by the City and Plan by the CRA and City.

As string of legal events later occurred. The challenge to the Comprehensive Plan amendments were affirmed by the Administration Commission (Governor and Cabinet) and the amendments were found to be not in compliance with the Growth Management Act. HUD advised the City that its CDBG funds were in jeopardy. In addition, the City's motion to dismiss the federal lawsuit was denied by the Federal District Court. Ultimately, the plaintiffs,

City and HUD engaged in settlement negotiations and a settlement was reached after the November 1989 City Council election when a more pro-neighborhood City Council apparently took office. The original Consent Decree soon followed.

The Original Consent Decree

The original Consent Decree included a variety of provisions intended to preserve and enhance the HCN including three extensive implementing ordinances: (1) rezoning the HCN to low density residential; (2) a housing rehabilitation program; and (3) amendments to the comprehensive plan including a low density future land use map amendment for the HCN. The City and CRA also agreed to appropriate $675,000 over five years for single family housing rehabilitation in the HCN. Additionally, the Consent Decree provided provisions related to: a permanent injunction against involuntary displacement of African-Americans from the HCN; special notice to residents of private-and City-initiated rezonings; affirmative action in non-displacing rental rehabilitation; a new construction in-fill homeownership program for low-income families to be administered by a community development corporation; a historic preservation plan (including the designation of the Richard E. Stone Historic District); assistance with a neighborhood community center; certain compensatory damages for the named plaintiffs in the case; and reservation of attorneys' fees and jurisdiction by the Federal District Court for enforcement if necessary. As for the owners of the intense commercial business owners, a compromise was reached and protections were adopted to permit the existing businesses to continue to operate within the HCN until abandoned or converted to other allowable commercial uses until the converted uses were abandoned. Some existing commercial property owners unsuccessfully attempted to prevent the adoption of the Consent Decree.

The City has taken various actions to implement and comply with the original Consent Decree over the years. Examples of the actions that it has taken include, but are not limited to:

Zoning
Required the City to change the zoning in the Cocoa CRA area and revise the applicable code and maps to preserve the "low-density residential character," maintain and expand conversion right of existing commercial businesses and induce affordable housing.

City Action
The City rezoned the consent decree area to RU-2-10 and revised the relevant zoning codes and maps and directed. The City has not initiated any rezoning of the HCN. The RU-2-10 designation has remained on the HCN since its adoption.

Neighborhood Improvement Plan
The intent was created to improve the quality of homes and residential character of the area by detailing and implementing programs to: rehab single-family housing, improve rental housing, and promote affordable house construction.

City Action

A Heart of Cocoa Neighborhood Revitalization Plan was developed. The City used over $400,000 in various funding sources (CDBG, HOME, SHIP, and CRA) to rehabilitate, replace, and construct new homes. The City and CRA also invested over $1 million dollars to stabilize the consent decree area including the monies required to be appropriated by the Consent Decree. A combination of CRA, SHIP, and CDBG funds were used for emergency home repair, housing rehabilitation, relocation expenses, replacement and new construction. Several infrastructure projects were completed including the installation of water /reclaimed water mains, conduits for street lights, crosswalk improvements, street repaving, and streetscapes. The City continues to look for opportunities to address affordable housing needs in the HCN.

Historic Preservation Plan
This plan contains specific activities required to preserve and memorialize historically significant structures.

City Action
The City designated the Richard E. Stone Historic District as directed by the Consent Decree. In addition, the City identified and mapped historic resources located in the decree area.

Consistency Clause
Required specific revisions to the City's Comprehensive Plan to: define and maintain low-density residential land use, identify and preserve historic resources, and include housing and neighborhood improvement goals.

City Action
The City adopted Ordnance 15-90 to revise the comprehensive plan consistent with the requirements of the Consent Decree. As noted below, many of these comprehensive plan policies protecting the HCN and other residential areas substantively exist in the current City Comprehensive Plan.

Future Assurances
The major substance of the further assurance clause was that the City agreed not to take any action or to initiate any rezoning of the HCN that has the purpose or effect of involuntarily displacing current or future members of the plaintiff's class. Further, the City agreed to provide the plaintiffs with certain notice related to other zoning requests. Additionally, the City agreed to enforce the zoning code applicable to the existing CW commercial uses within the HCN.

City Action
As noted above, the City has not initiated any rezonings in the HCN. Further, City staff is not aware of any zoning applications being initiated by any of the property owners in the HCN. The City has, in the past, discouraged certain property owners from filing rezoning applications to attempt to initiate new commercial uses within the HCN because of the terms and conditions of the Consent Decree. Over the years, the City has also taken code enforcement actions against property owners that attempt to commercially use their property in violation of the RU 2-10 zoning provisions, and to preserve the HCN. Further, in 2001 the

City retained consultants, Moore Enterprises Worldwide, LLC and Blackmon Roberts Group, Inc. to conduct a study of the HCN. The Consultants held numerous public meetings, conducted surveys of residents and community stakeholders, and prepared and presented to the City Council a Neighborhood Revitalization Plan, dated September 28, 2001, for the HCN.

The Substitute Consent Decree

As the years passed, Congress enacted restrictions to the Legal Services Corporation Act that resulted in Central Florida Legal Services withdrawing as counsel for the plaintiffs. Soon thereafter, Southern Legal Counsel, from Gainesville Florida, appeared on the scene, and engaged in vigorously monitoring the City's enforcement of the original Consent Decree. As referenced above, the original Consent Decree was very voluminous and contained numerous provisions which were incorporated into the City's zoning code and comprehensive plan. It also served as a permanent injunction against the City relative to enforcement of its terms and conditions. City staff and City Council realized through experience that many of its provisions became obsolete or were very cumbersome and subjective to enforce. Communications by the City and Southern Legal Counsel were fairly regular in the mid to late 2000s. Towards the apparent end of their legal representation, Southern Legal Counsel served, but did not file, a proposed motion to find the City in contempt related to the enforcement of the Consent Decree. They also sought reimbursement of attorney's fees and costs for monitoring the Consent Decree on behalf of the plaintiffs' class. This action taken by Southern Legal Counsel resulted in the City and Southern Legal Counsel engaging in serious negotiations to amend the Consent Decree and to condense it down to its fundamental spirit and essence: to wit; maintaining the low density residential character of the HCN. The parties ultimately agreed on the City's payment of attorney's fees and costs, the motion for contempt was withdrawn, and the Substitute Consent Decree was prepared by the Parties and approved by the Federal District Court on January 28, 2009. The Substitute Consent Decree entirely replaced the original Consent Decree and the original Consent Decree, with its voluminous implementing ordinances and terms, is no longer in effect. A copy of the Substitute Consent Decree is attached to this Agenda Item.

The Substitute Consent Decree is only 6 ½ pages long and contains five short articles as follows:

1. ***Zoning.*** The City will maintain the low density residential character of the HCN; encourage voluntary replacement of existing wholesale commercial uses with low density residential uses or low intensive neighborhood commercial uses such as mixed use developments, while preserving existing uses as provided by law. Further, the City will encourage production and development of affordable houses by the private sector in the HCN.

2. ***CRA's Redevelopment Plan***. The City and CRA will generally support a variety of housing initiatives in the HCN. For example, through the CRA's Redevelopment Plan, the

CRA and City shall continue to support applications for Section 8 housing certificates, vouchers, and other rental housing programs. The City will support programs for improving rental housing, infill housing, new construction of affordable housing to low and low to moderate income persons in the HCN. The City will make affirmative efforts to promote the use of rental assistance in conjunction with rental rehabilitation units to members of the plaintiffs' class who are low income renters and to take other appropriate measures. The City and CRA shall continue to support the development of new single family residences in the HCN for low and low to moderate income families and to support. The City and the CRA may also enhance the residential character of, an neighborhood amenities within, the HCN by supporting appropriate neighborhood commercial uses within the HCN and along the outermost perimeter of the HCN and adjacent to Florida Avenue, US Highway 1, or Rosa L. Jones Drive.

3. ***Consistency Clause***. The City will maintain provisions within its Comprehensive Plan that denote and protect the HCN's low density residential land use; recognize and preserve historic resources with the HCN, and reflect the goals of housing and neighborhood improvement for the HCN. However, unlike the original Consent Decree which contained voluminous and cumbersome enabling provisions, the Substitute Consent Decree provides the City with the flexibility to enact, and amend provisions as necessary to serve the aforesaid guiding principles.

4. ***Future Assurances***. The City and CRA agree not to initiate a rezoning in the HCN or take any action in the HCN which has the purpose or effect of involuntarily displacing current or future members of the Plaintiff class. Special notice requirements must be met for any rezonings, or modifications to zoning and comprehensive plan regulations or the CRA plan that are applicable to the HCN. Further, the City must give due weight to preserving the low density residential and historical character of the HCN in acting on rezoning request. The City will continue to enforce the provisions of the RU-2-10 zoning code and all ordinances applicable to CW uses which were existing as of March 8, 1988. The City shall also take such other action as the City deems necessary to remove or correct conditions that pose public safety hazards to HCN residents or that substantially undermine the quality of the residential environment.

5. ***Miscellaneous***. The Court retains jurisdiction to enforce the Substitute Consent Decree. The Plaintiff's counsel shall not be entitled to monitoring fees and expenses after February 10, 2005, which was the cut-off date for the previous reimbursement made by the City and CRA. However, should the Plaintiffs successfully seek enforcement of the Substitute Consent Decree, or defend a motion to modify and/or terminate the Substitute Consent Decree, the Plaintiff's counsel is not barred from seeking prevailing arty attorney's fees and costs against the City and CRA.

Since it was approved, the City has taken various additional actions to implement and comply with the Substitute Consent Decree over the years. Examples of the actions that it has taken include, but are not limited to:

1. The Heart of Cocoa is a Sub-district of the Cocoa Redevelopment Agency's Waterfront Overlay District. Consistent with the Substitute Consent Decree, the zoning is RU2-10 which allows for low-density single and multi-family residential. Allowable building types include single-family, mixed use, and neighborhood supported commercial.

2. On July 15, 2016 at a Ministerial Alliance Meeting city leadership presented on three topics, one of which was regarding the Substitute Consent Decree. At the conclusion of the presentation, members of the public were able to participate in a question and answer session. Community Services staff works closely with property owners and developers to ensure proposed development applications are consistent with current zoning and future land use in the HCN. Projects that seek to expand existing or cerate high intensity commercial uses are denied and staff encourages revision of unsuccessful plans to consider allowable uses. Code enforcement staff conducts routine sweeps of the consent decree area. The Planning and Zoning division created a parking schematic for a used car lot on US1, to address a code violation. The economic development team identifies appropriate alternate sites for voluntary relocation of non-confirming uses.

3. CRA's Redevelopment Plan requires the City and the CRA to support applications, programs, and diverse types of developments resulting in the rehab, infill, and construction of housing that is affordable to low and low to moderate income groups. The support of appropriate neighborhood uses is sought adjacent to and along the perimeter of the HCN as required by the Substitute Consent Decree.

4. Through the City's Housing program two structures were demolished at 232 Orange Street; one new house was constructed; and two replacement homes were built.

5. The CRA invested $1.25 million for the US 1 Widening and Beautification Project. This important infrastructure project was completed in 2016 and included decorative street lights, texturized median treatments and landscaping to intersection medians at Forrest Avenue, Dixon Boulevard, and State Road 528 interchange. While outside the HCN, the road widening and beautification efforts have resulted in development interest east and west of, and along the Project corridors.

6. The City and CRA were partners on the Florida Avenue Complete Streets project. This $3.4 million infrastructure project was completed in 2017 and resulted in new sidewalks, shared bike/car lanes and light to improve mobility for all users. This project has spurred redevelopment interest on both sides of Florida Avenue including two new neighborhood commercial establishments Time Out Sports Bar Plus and Cryderman's Barbeque opened in 2017.

7. The CRA is in the proceeding with developing a site at 6 Forrest Avenue into a gateway entry feature and pocket park to create an enhanced entryway into Downtown Cocoa near the HCN. The resulting Department of Environmental Protection Voluntary Cleanup Tax Credits can be used to incentivize complementary development projects.

8. A Community Meeting Room within the HCN was once an aspiration under the original Consent Decree, but grant funding referenced in the Consent Decree was not obtained to construct it. Notwithstanding, the City has taken the initiative to plan for the construction of a new community meeting room at 217 Factory Street. This new facility will serve community residents and groups. The meeting room site was acquired by the City on January 30, 2015. The City contracted with RZK Architects to design the building in 2015. The City original went to bid on the construction portion in 2016, but unfortunately was required to rebid the project when the proposals received were much higher than the budgeted amount. The project went to rebid on August 17, 2017. City Council later authorized the City Manager to execute contract documents with C&D Construction at its October 24, 2017 meeting. The site is being prepped for construction and the building should be completed in the late summer of 2018 absent unexpected delays.

9. The City expended approximately $850,000 to acquire the former Oaks Mobile Home Park at the corner of Florida Avenue and Rosa L. Jones Blvd, and pursuant to a study has identified multi-family residential development, with a small neighborhood commercial use, as the highest best use for the property. The City has also issued a Request for Proposals in January 2018 to redevelop the former Oaks Mobile Home Park. The site is comprised of one main parcel and a smaller companion parcel totaling just under 5 acres of vacant land immediately suitable for development. Although this future project is just outside the HCN boundaries on the south side of Rosa L. Jones Boulevard, this residential project, if it comes to fruition, is expected to serve as a catalyst for additional residential development in and around the HCN.

10. The consistency clause in the Substitute Consent Decree requires the City's Comprehensive Plan to contain goals, objectives, and policies that protect the HCN's neighborhood characteristics. The following goals, objectives and policies of the Future Land Use and Housing Elements of the City's Comprehensive Plan are applicable, in relevant part, to assist in maintaining and supporting the low-density and historic character of the consent decree area:

I FUTURE 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.

Objective 1.1.1 Future Land Use Categories Established. The city hereby establishes land use categories and a Future Land Use Map (FLUM) that provide for compatible and coordinated land uses, allowing for the protection of natural and historic resources as well as maximizing economic development opportunities

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. Institutional, open space and

recreational uses are also allowed in this category. The following criteria shall be used for determining appropriate locations for low density residential areas.

A. Low-density residential areas shall be buffered from the nuisance effects of higher intensity uses and major traffic corridors.

B. Low density residential developments should be located in areas where more intensive development would be unwarranted due to environmental constraints, incompatible with surrounding land uses, or where criteria set forth in Paragraph c, below, cannot be met.

C. The City may permit increased densities up to 12 units per acre as part of planned residential development or planned redevelopment activities based on the following criteria:

1. Redevelopment through rehabilitation and improvement of substandard or deteriorating housing.
2. For planned redevelopment activities, preservation and improvement of neighborhoods containing affordable single family and multiple family housing, especially where neighborhoods contain vacant lots or abandoned commercial uses.
3. Use of a variety of building and site designs, housing types and efficient construction techniques that lower construction cost.
4. Provide for more efficient use of land and protection of the existing neighborhoods, natural systems, and historic resources.

Policy 1.1.2.8: Neighborhood Commercial. 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 by 2020, the 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.

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 1.1.4.5: The City shall protect and buffer residential areas in the Cocoa (Downtown) Redevelopment Area from uses of high density or intensity.

Objective 1.1.5: Neighborhood Protection. The City shall ensure that additional growth and development will be respectful of established neighborhoods that define much of the City’s character.

Policy 1.1.5.2: The City shall consider developing neighborhood plans, as needed, to either strengthen preservation of established neighborhoods or encourage redevelopment of transitional neighborhoods.

Policy 1.1.5.3: The City's land development regulations shall maintain appropriate standards and nuisance regulations to limit the impact of more intense development on established residential zones.

Objective 1.1.6: Historic and Archeological Resources. All development activities undertaken in the City will be consistent with and supportive of the plan's goals, objectives, and policies for protecting historic and archeological resources.

Policy 1.1.6.1: The City shall undertake the necessary steps to identify its historical and archeological resources and create a local register of historic places. The local register will list all the properties within the City that have been designated as an individual historic resource or historic
districts.

Policy 1.1.6.2: The City shall consider creating design regulations to protect the locally designated historic sites and districts.

Policy 1.1.6.3: By 2012, the City shall consider a historic preservation ordinance to protect significant historic, cultural and archaeological resources.

Policy 1.1.6.4: Nominations may, with the owner's consent, be made to the National Historic Registers based upon the periodic review of properties.

Policy 1.1.6.5: The City shall facilitate the education of the public regarding the significance and historic values associated with the City's architectural, historical, geological, and archaeological resources, and the costs associated with the loss of such resources.

Policy 1.1.6.6: The City shall give consideration to the establishment of an historic zoning district.

Objective 1.3.2: Maintain Infrastructure. The City shall maintain adequate infrastructure for encouraging economic activities in the industrial and commercial sectors.

Policy 1.3.2.1: To the extent financially feasible, the City shall continue providing adequate supporting infrastructure (i.e. paved streets, sanitary sewer, drainage, potable water, etc.) in strategic locations throughout the City to appropriately entice economic development.

Policy 1.1.6.7: The City shall establish a program for public, private, or public and private purchase, within funding capabilities, of development rights to preserve properties identified as historically significant at local or national levels.

Policy 1.1.6.8: The City shall adopt land development regulations that include a requirement for development plans in any areas of the City to identify potential historic resources, to mitigate adverse impacts of development on potentially significant historic resources and to minimize any adverse impacts of development on sites or structures identified as historically significant, except when demolition is required because neither rehabilitation nor relocation is practical.

Policy 1.1.6.9: The City shall look for funding, including grants, to update and expand the 1991 “Historic Buildings of Cocoa” survey.

Policy 1.1.6.10: The location and density of new residential development shall be compatible with historic and natural resources.

III HOUSING ELEMENT

GOAL 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.

Objective 3.1.2: Elimination of Substandard Housing. The City shall seek ways to eliminate substandard housing conditions and seek ways to improve the structural and aesthetic value of existing homes.

Policy 3.1.2.1: The City shall periodically review and update established housing policies to guide in the conservation, rehabilitation, and demolition program techniques and strategies.

Policy 3.1.2.2: The City of Cocoa will endeavor to eliminate slum and blight throughout the City.

Policy 3.1.2.3: The City shall identify existing housing units that need structural and aesthetic improvements and those that are beyond repair and rehabilitation should be demolished.

Policy 3.1.2.4: The City shall continue to enforce the Florida Building Code and the City of Cocoa’s Property Maintenance Standards and Rental Regulations to ensure the construction and maintenance of sound and safe housing and, to encourage the correction of housing code violations, and to set the standards for quality housing within the City. Low income owner-occupants will continue to be referred to available housing assistance programs.

Policy 3.1.2.5: The City shall continue its proactive code enforcement program to monitor the conditions of the City’s housing stock, reduce the amount of substandard housing, discourage boarded-up buildings, increase the number of affordable units, and preserve available housing stock using city, county, state or federal funds as available and within the scope of funding capabilities.

Objective 3.1.7: Housing Programs. The City shall develop housing programs to improve the structural and aesthetic value of existing homes and the creation of new homes to meet the current and anticipated future residents of the City.

Policy 3.1.7.1: The City shall strengthen public education measures through affirmative outreach efforts to low income households to ensure that the persons or neighborhoods eligible for assistance are aware of its availability as well as the procedures for obtaining such assistance. Public workshops shall be held in areas where the needs are demonstrated.

Policy 3.1.7.2: The City will continue to seek and apply for funding programs to assist in housing rehabilitation, demolition, and preservation for qualified applicants. Housing ownership opportunities for low income households will continue to be provided through federal and state housing programs.

Policy 3.1.7.3: The City shall survey all homeowners receiving housing rehabilitation assistance after receiving assistance to evaluate the quality of the work and to determine homeowner satisfaction with the program.

Policy 3.1.7.4: The City of Cocoa shall promote personal investment in the community and homeownership by encouraging residents, especially those participating in housing assistance programs, to become involved in community service organizations, projects, and City Boards.

GOAL 3.2: In order to encourage the preservation of the existing housing stock and minimize the relocation of residents and the demolition of housing, the city shall ensure the availability and maintenance of supporting infrastructure and avoid the concentration of affordable housing units only in specific areas of the city.

Objective 3.2.1: Housing Stock and Neighborhoods. The City shall encourage the stabilization of neighborhoods by extending the useful life of the existing housing stock through the enforcement of City codes that preserve neighborhood quality and maintain community facilities.

Policy 3.2.1.2: The City shall encourage the stabilization of neighborhoods by maintaining the quality of existing neighborhoods, by upgrading the supporting infrastructure and facilities, including paved public road access; storm water management facilities and flood protection; wastewater disposal facilities; potable water facilities; solid waste collection service; electric utility service; and by protecting natural and historic resources.

Objective 3.2.2: Historically Significant Housing. Housing designated as historically significant by virtue of architecture, social significance, or ethnic heritage will continue to be identified and continue to be preserved and protected, and if possible, maintained for residential uses.

Policy 3.2.2.1: Applications will be submitted by the City to the Florida Division of Historical Resources for the housing units which have been and maybe designated as individual

structures or as part of a locally significant historic district to be included on the Florida Master Site File.

Policy 3.2.2.2: The City shall pursue available grants and alternative funding, where appropriate, to expand the local knowledge and awareness of existing historic and archaeological sites and structures.

Policy 3.2.2.3: The City shall assist owners of designated historically significant housing to apply for and utilize state and federal assistance programs.

Goal 3.7: The City shall promote opportunities for the creation of housing and infill development within the city.

Objective 3.7.3: Land Development Regulations. To the greatest extent possible, the City's land development regulations shall not contribute to increased housing costs.

Policy 3.7.3.1: The City shall conduct periodic reviews of existing land development regulations and consider before adoption, policies, procedures, ordinances, regulations, or plan provisions that may have an impact on the cost of housing.

11. The City has not initiated any rezonings in the HCN and continues to enforce the RU 2-10 zoning provisions. If a rezoning application is submitted in the future, the City will properly notify property owners and residents within 500 feet of a property that is considered for rezoning by a third party, and appropriately notice changes to the zoning regulations/comprehensive plan/redevelopment plan applicable to the area covered by the Substitute Consent Decree

Conclusion.

The HCN has tremendous historical significance to the City of Cocoa especially to the African-American community. As explained above, since the original Consent Decree was approved by the Federal District Court, the City has made a substantial financial investment in the HCN and has adopted policies and programs in furtherance of the Consent Decree. In addition, the City hired a local consultant to conduct a study of the HCN and to recommend suggestions to improve the HCN through public and private investment. The City has also taken enforcement action against property owners and tenants when such actions are warranted to preserve the residential and historical character of the HCN. However, for whatever reason, private investment in the HCN has not been significant within the HCN. But, new private and public investment projects have recently materialized on property adjacent to and near the HCN. City staff hopes that this investment will be catalyst for future private investment within the HCN. The City intends to continue to abide by the provisions of the Substitute Consent Decree and desires to continue to maintain the residential and historical character of the HCN.

STRATEGIC PLAN CONNECTION:

This agenda item is consistent with the Community Development component of the Strategic Plan.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council requested a brief update on the Heart of Cocoa Substitute Consent Decree at its February 13, 2018 Council meeting.

RECOMMENDED MOTION:

Information Item – Update on the Heart of Cocoa Substitute Consent Decree

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster. Planning & Zoning Dept.
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 Main Legal CLEGL, 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

D. Roberts
Legal Clerk

Kathleen Allen
Notary, State of WI, County of Brown

1-2-25
My commission expires

Publication Cost:	$498.80		
Tax Amount:	$0.00		
Payment Cost:	$498.80		
Order No:	10486298	# of Copies:	
Customer No:	1127247	0	
PO #:	Consent Decree Legal 8/27/24		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT
The Cocoa City Council
PROPOSES TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 11-2024 – Zoning Text Amendment 1st Reading (RU-2-10)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 4A AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW FOR NEIGHBORHOOD COMMERCIAL, MIXED USE DEVELOPMENT, AND PUBLIC PARKING ON CERTAIN VERY LIMITED PROPERTIES WITHIN THE CONSENT DECREE AREA, ALSO KNOWN AS THE HEART OF COCOA, CONSISTENT WITH THE SUBSTITUTE CONSENT DECREE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES FOR THE CONSENT DECREE AREA; AMENDING THE BUILDING TYPES PERMITTED FOR THOSE CERTAIN PROPERTIES AUTHORIZED FOR NEIGHBORHOOD COMMERCIAL AND MIXED USE DEVELOPMENT WITHIN THE HEART OF COCOA SUBDISTRICT OF THE COCOA WATERFRONT OVERLAY DISTRICT AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE BULK REGULATIONS FOR SINGLE-FAMILY, DUPLEX, TRIPLEX, AND FOURPLEX DEVELOPMENT IN THE CONSENT DECREE AREA; AMENDING THE MINIMUM YARD SETBACKS IN THE CONSENT DECREE AREA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Cocoa City Council
PUBLIC HEARING WILL BE HELD ON

August 27, 2024

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, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org.

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:

The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: https://cocoa.legistar.com/Calendar.aspx

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org.

Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: https://cocoa.legistar.com/Calendar.aspx The City is not responsible for technical difficulties that may occur while viewing or listening online.

FT-10079988

Legislation Details (With Text)

File #:	24-424	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	7/24/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property at 730 Thomas Ln., be reduced to $2,677.50 as recommended by the Code Enforcement Board. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cost Aff -$2677.50.pdf 10. LR Staff Report.pdf LR App.pdf 1. NOV.pdf 2. NOH(2).pdf 2. NOH.pdf BCPAO(3).pdf 8. Facts.pdf 4. NOHNC.pdf 4. NOHNC(2).pdf 9. Order.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 24, 2024.
Agenda Date: August 27, 2024.
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier, IV (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 730 Thomas Ln, be reduced to ***$2,677.50*** as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 21-626

Code Enforcement Offense:
On ***October 2, 2021*** Code Enforcement conducted a proactive patrol on Thomas Ln. The Code Enforcement Officer observed code violations at 730 Thomas Ln and initiated an inspection. The owner, Mary George, was found to be in violation of "*Exterior General Condition, Sec. 6-1003 (a) and Failure to Secure Structure, Sec. 6-900 (b)(7),* A notice of violation was generated on ***October 2,***

2021 and sent to the address on file with the Brevard County Property Appraiser.

The Code Enforcement Board held a public hearing on ***September 15, 2022***, at which time the Board found the owner ***Madison Alamosa HECM LLC*** in violation of the above-mentioned sections of the city code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** $50.00 per day
- **Duration:** From 10/15/2022 to 6/22/2023
- **Total Fine:** $12,510.00

Lien Reduction Request: Kerei Stampfel (current property owner) is requesting a reduction of the lien to the cost of staff ***$2,677.50.***

RECOMMENDED MOTION

Approve the current Code Enforcement Lien for the property located at 730 Thomas Ln, be reduced to ***$2,677.50*** as recommended by the Code Enforcement Board

Factors Considered for Lien Reduction (Section 6-707 of the City Code):

1. The gravity of the violation
2. The time in which it took the violator to come into compliance
3. The accrued amount of the code enforcement fine or lien
4. Any previous or subsequent code violations
5. Any financial hardship
6. Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine

Staff Assessment and Findings:

- **Ownership at Time of Violation:** No, the current owner purchased the property on January 27, 2023
- **Residency:** The property is vacant.
- **Number of Violations:** 2
- **Number of Inspections:** 21
- **Property Taxes:** Paid through 2023
- **Other Liens:** No outstanding liens, including water liens
- **Property Condition:** Inspected on *July 18, 2024*, and found in compliance before the Code Board Hearing; another inspection will occur prior to the Council Meeting.
- **Current Market Value:** $179,510 (Brevard County Property Appraiser, categorized as Single-Family Residence)
- **Staff Cost:** *$2,677.50*

Council Procedure: After a recommendation is rendered by the Code Enforcement Board, the city council may:

- Approve
- Approve with conditions
- Deny the application to satisfy or release the lien

If approved with conditions, the satisfaction or release of the lien will not be prepared or recorded until the conditions are met. The violator has thirty (30) days to comply with the conditions. Failure to comply will result in automatic denial of the application. If denied, or automatically denied due to non-compliance, the violator is barred from reapplying for a reduction or forgiveness of the lien for one year from the date of denial. During this period, the lien can only be satisfied by full payment of the fine or penalty imposed.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

The Code Enforcement Board at the regular meeting July 18, 2024, recommended that the fine be reduced to ***$2,677.50.***

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-21-626 **Date: 7/18/2024**

Kerei Stampfel

Site Address: 730 Thomas Ln

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	19	0.75	$35.06	$499.61
2	Code Manager	2	0.75	$48.54	$72.81
3					
				Total A1	$572.42

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	19	0.5	35.06	$666.14
2	Code Manager	4	0.5	48.54	$194.16
3					
				Total A2	$860.30

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15	$36.06	$540.90
2	City Attorney	Case Duties	3	$150.00	$450.00
3	Chief	Board Hearings	0	$69.71	$0.00
4					
5					
				Total A3	$990.90

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	$0.35	$122.50
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	86	$0.55	$47.30
5	Standard Mail	6	$0.55	$3.30
6	Certified Mail	5	$5.26	$26.30
7	Recording Fees	2	$10.00	$20.00
8				
9				
			Total B	$253.88

C. Total Amount of Cost (A1+A2+A3+B): $2,677.50

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
7/18/2024

LIEN REDUCTION REQUEST FOR
730 Thomas Ln

CASE # 21-626

The Code Enforcement Board held a public hearing on **September 15, 2022**, at which time the Board found the owner, **Madison Alamosa HECM LLC** in violation of the following:

- **Exterior General Condition, Sec. 6-1003 (a)**
- **Fail to Secure Structure, Sec. 6-900 (b)(7)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **January 19th, 2023.**

The lien ran at **$50.00** per day from **October 15, 2022** until compliance was achieved on **June 22nd, 2023.** Code records show onsite inspections were conducted by **Officers Murdick, and Myself**. The case was closed leaving a fine of **$12,510.00**.The current owner, **Kerei Stampfel**, is requesting that the lien be reduced to **the cost of staff**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **No, this home is vacant**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **21**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, July 18th, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$179,510** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **$2,677.50**

Staff's recommendation is that the fine/lien be reduced to **$2,677.50** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

730 Thomas Ln

Application # CE - 21 - 626

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received
RECEIVED
JUN 14 2024
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 6/14/2024

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: Kerei Stampfel

Mailing Address: 410 Artemis Blvd.

City: Merritt Island State: Fl Zip Code: 32953

Phone #: 4078109993 Fax #: _____

Mobile #: 4078109993 E-mail: kereistampfel@gmail.com

3. **Property Owner Information:** ** Check here if same as Applicant →* ☒
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 730 A and 730 B Thomas Lane Cocoa, Fl 32926

Parcel ID:

2 4 - 3 6 - 3 2 - 0 0 - 0 0 7 5 8 . 0 -

0 0 0 0 . 0 0

Tax Account Number:

Existing Use(s) on Property: Vacant For Sale

Proposed Use(s) on Property: SELL

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): Property was condemed when I purchased it, tree had fallen on it, was vacant

Date Fine or Lien Imposed: 10/15/2022 Amount of Fine: 12,500 per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 6/22/23

5. **Please provide the following information:**

Code enforcement case number: 21-626

Were you the property owner at the time the lien was imposed? Yes / (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? (Yes) / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? 146 days

Did you receive the Notice of Violation issued by the Code Enforcement Division: (Yes) / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

I bought the property to improve for my sister, her kids and I. I thought I could have the property ready in 3 months. It took a year and 6 months. The damage and required updates were greater than expected.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

My understanding was a tree fell on the property and the home owner could not repair. It sat vacant for years and vandilized. I purchased from a wholesaler as is.

Amount you are requesting that the lien be reduced to: Cost of staff

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

I kept in contact with the code enforcement officer throughout the rehab. The rehab was extensive, massive framing repair from termites and tree falling, roof replaced, Sewer lines were cast iron had to be replaced, supply piping replaced, electrical wiring and new boxes, HVAC and ducting, insultion and drywall, all cabinetry and applicances etc.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

No

6. **Please submit the following items in order complete the application:**

   a. ☒ **Notarized application.**

   b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF BREVARD. I, KEREI STAMPFEL being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

(APPLICANT SIGNATURE) (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced Florida Drivers Lic.

Darla D. Crowl
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 14 day of June, 20 24

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

   a. The witness has personal knowledge of the fact in which the witness will testify; and/or

   b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

      1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

         - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

         - The opinions and inferences do not require any special knowledge, skill experience or training.

      2. Expert witness. Testimony of an expert witness is qualified only if:

         - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

         - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) ***Application.*** The application shall be executed under oath and sworn to in the presence of a notary public.

(c) ***Reimbursement to city for recording costs at time of application.*** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) ***Processing of application by Code Enforcement Manager or Chief of Police.*** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) ***Code enforcement board hearing.*** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) ***Presentation to city council.*** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) ***Compliance with city council conditions.*** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) ***Effect of denial on application for subsequent lien reduction or forgiveness.*** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 10/2/2021
CASE: 21-0626

To: GEORGE, MARY
730 THOMAS LANE
COCOA FL 32922

Notice of Violation

Address of Violation: 730 THOMAS LN COCOA FL 32922
Parcel Control No.: 24-36-32-00-758
Legal Description: W 50 FT OF E 545 FT OF N 100 FT OF NE 1/4 OF SE 1/4

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days*.*

City of Cocoa Code Violation(s):

IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)

XI.Fail to Secure Struct Ch 6 Sec. 6-900 (b)(7)

XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)



XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)



Corrective Action*:*

IX-Please keep the exterior of a structure maintained in good repair, structurally sound and sanitary.
XXXIII-Please remove all items or place all outside storage in a fully enclosed building.

XI-Please secure to all doorways, windows, and other openings into vacant structures or buildings.
** XI-Please secure to all doorways, windows, and other openings into vacant structures or buildings.*





In the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

If you have any questions regarding this Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

Gerald Pettengill

Gerald Pettengill
Code Enforcement Officer
(321)704-0647 gpettengill@cocoapolice.com

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 7/28/2022
CASE: 21-0626
ADDRESS: 730 Thomas Ln

To: CORPORATION SERVICE COMPANY
251 LITTLE FALLS DR
WILMINGTON, DE 19808

Complainant	**Respondent(s)**
THE CITY OF COCOA, **A Florida municipal Corporation**	MADISON ALAMOSA HECM LLC **Current Property Owner**

VS.

NOTICE OF HEARING

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 9/15/2022, at 6:00 p.m. or as soon thereafter possible. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The Code Enforcement Board will receive testimony and evidence at said hearing regarding the violation(s) occurring upon the Property of the Respondent(s) as set forth in the Notice(s) of Violation and shall make a determination as to whether such violation(s) is/are corrected pursuant to Section 162.07, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances.

You are entitled to testify and present evidence and witnesses in defense at the hearing. Since the proceedings of the Code Enforcement Board are legal in nature, you may wish to have legal counsel attend the above referenced hearing.

The Code Enforcement Board may enter an Order requiring the owner of the Property to correct any violation(s) by a specific date and that a fine may be imposed not to exceed Two Hundred and Fifty Dollars ($250.00) per violation for a first violation or Five Hundred Dollars ($500.00) per violation for a repeat violation, for each day any violation(s) exist(s) or continue(s) to exist beyond the date the Code Enforcement Board orders you to correct the violation(s). This penalty, if not paid, will become a lien on the Property and any other personal or real property owned by the Respondent(s) which can be satisfied by foreclosure and sale of said Property and/or other personal or real property.

AN AGGRIEVED PARTY, INCLUDING THE CITY OF COCOA, MAY APPEAL A FINAL ADMINISTRATIVE ORDER OF THE CODE ENFORCEMENT BOARD TO THE CIRCUIT COURT AS PROVIDED BY THE GENERAL LAW OF THE STATE OF FLORIDA. ANY SUCH APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THE ORDER TO BE APPEALED. FURTHER, IF AN APPEAL IS FILED, THE AGGRIEVED PARTY MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE BOARD'S HEARING IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Augusto Gonzalez
Augusto Gonzalez, Code Enforcement Officer
321-482-4608 | aruiz@cocoapolice.com

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 7/28/2022
CASE: 21-0626
ADDRESS: 730 Thomas Ln

To: MADISON ALAMOSA HECM LLC
500 E KENNEDY BLVD, STE 200
C/O MCINTYRE THANASIDES
TAMPA FL 33602

Complainant	**Respondent(s)**
THE CITY OF COCOA, **A Florida municipal Corporation**	MADISON ALAMOSA HECM LLC **Current Property Owner**

VS.

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Augusto Gonzalez
Augusto Gonzalez, Code Enforcement Officer
321-482-4608 | aruiz@cocoapolice.com

Dana Blickley, CFA, Brevard County Property Appraiser
Titusville • Viera • Melbourne • Palm Bay

(321) 264-6700
www.BCPAO.us
Disclaimer

REAL PROPERTY DETAILS
Account 2424151 - Roll Year 2023

Owners	STAMPFEL, KEREI
Mailing Address	410 ARTEMIS BLVD MERRITT ISLAND FL 32953
Site Address	730 THOMAS LN COCOA FL 32922
Parcel ID	24-36-32-00-758
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.11
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	W 50 FT OF E 545 FT OF N 100 FT OF NE 1/4 OF SE 1/4



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$111,190	$127,040	$69,720
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$111,190	$76,690	$69,720
Assessed Value School	$111,190	$127,040	$69,720
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$111,190	$76,690	$69,720
Taxable Value School	$111,190	$127,040	$69,720

SALES / TRANSFERS

Date	Price	Type	Instrument
01/27/2023	$115,900	WD	9711/0840
01/26/2023	$107,100	WD	9708/1429
01/24/2023	$76,700	QC	9708/0713
05/23/2022	$144,000	CT	9513/0828

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	
Exterior Wall:	STUCCO
Frame:	MASNRYCONC
Roof:	ASPH/ASB SHNGL
Roof Structure:	HIP/GABLE

Details	
Year Built	1958
Story Height	8
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas	
Base Area (1st)	2,028
Open Porch	32
Total Base Area	2,028
Total Sub Area	2,060

Extra Features
No Data Found

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 21-0626

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

MADISON ALAMOSA HECM LLC
Owners of the Property located at:
730 THOMAS LN
Cocoa, FL 32922
Parcel ID: 24-36-32-00-758

Respondent,
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on September 15, 2022 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of:

- ☑ *IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)*
- ☑ *XI.Fail to Secure Struct Ch 6 Sec. 6-900 (b)(7)*
- ☐ *Select Code Violation*
- ☐ *Select Code Violation*
- ☐ *Select Code Violation*
- ☐ *Select Code Violation*

of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following violations of the City Code:

☒ *IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)*

☒ *XI.Fail to Secure Struct Ch 6 Sec. 6-900 (b)(7)*

☐ *Select Code Violation*

☐ *Select Code Violation*

☐ *Select Code Violation*

☐ *Select Code Violation*

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until October 15, 2022 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein,the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of $50.00 per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $50.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 15 DAY OF September, 2022.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Chairman, Code Enforcement Board

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at MADISON ALAMOSA HECM LLC, whose mailing address is 500 E KENNEDY BLVD STE 200 C/O MCINTYRE THANASIDES TAMPA, FL 33602 this 15 day of September, 2022 via __hand delivery/__certified mail/ ✓ U.S. mail/__posting (mark all that apply).

Secretary, Code Enforcement Board

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 11/3/2022
CASE: 21-0626
ADDRESS: 730 Thomas Ln

To: MADISON ALAMOSA HECM LLC
C/O MCINTYRE THANASIDES
500 E KENNEDY BLVD, STE 200
TAMPA FL 33602

Notice of Non Compliance Hearing

Complainant	Respondent(s)
THE CITY OF COCOA,	**MADISON ALAMOSA HECM LLC**
A Florida Municipal Corporation	Current Property Owner

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 11/17/2022, at 6:00pm or as soon thereafter possible, to determine whether Respondent has come into compliance with the Code Enforcement Board's previous order. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

Augusto Gonzalez

_____

Augusto Gonzalez | Code Enforcement Officer
City of Cocoa Code Enforcement
321-482-4608 | aruiz@cocoapolice.com

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 11/3/2022
CASE: 21-0626
ADDRESS: 730 Thomas Ln

To: CORPORATION SERVICE COMPANY
251 LITTLE FALLS DR
WILMINGTON DE 19808

Notice of Non Compliance Hearing

Complainant	Respondent(s)
THE CITY OF COCOA,	**MADISON ALAMOSA HECM LLC**
A Florida Municipal Corporation	Current Property Owner

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 11/17/2022, at 6:00pm or as soon thereafter possible, to determine whether Respondent has come into compliance with the Code Enforcement Board's previous order. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

Augusto Gonzalez

_____

Augusto Gonzalez | Code Enforcement Officer
City of Cocoa Code Enforcement
321-482-4608 | aruiz@cocoapolice.com

CFN 2023038747, OR BK 9726 Page 1024, Recorded 02/27/2023 at 12:06 PM Rachel M. Sadoff, Clerk of Courts, Brevard County

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 21-0626
1/19/2023

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

MADISON ALAMOSA HECM LLC
Owners of the Property located at:
730 THOMAS LN
Cocoa FL 32922

Parcel ID: 24-36-32-00-758

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 1/19/2023 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 10/15/2022

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of **$50.00** per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 19, day of January, 2023

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

_____
Lloyd Roberts, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 19 day of January, 2023, by Lloyd Roberts, Chairman of the City of Cocoa Code Enforcement Board.

_____
Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

Legislation Details (With Text)

File #:	24-425	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	7/24/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property at 803 Kensington Dr., be reduced to $4,654.71 as recommended by the Code Enforcement Board. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	8. LR Staff Report.pdf Cost Aff -$3154.71.pdf LR Appl..pdf BCPAO.pdf 1. NOV.pdf 2. FNOV.pdf 3. NOH.pdf 5. Facts.pdf 6. NOHNC.pdf 7. Order.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 24, 2024.
Agenda Date: August 27, 2024.
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier IV, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 803 Kensington Dr, be reduced to ***$4,654.71*** as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 22-527

Code Enforcement Offense:

On ***August 12, 2022*** Code Enforcement conducted a proactive patrol on Kensington Dr. The Code Enforcement Officer observed code violations at 803 Kensington Dr and initiated an inspection. The owner, Federal National Mortgage Association, was found to be in violation of "*Roofs & Drainage, Sec, 6-1003 (g), Boarded Up Buildings, Sec. 6-900 (b)(5), Window Glazing, Sec. 6-1003 (m)(1), and Protective Treatment, Sec. 6-1003 (b)"*. A notice of violation was generated on ***August 12, 2022***

and sent to the address on file with the Brevard County Property Appraiser.

The Code Enforcement Board held a public hearing on ***January 19, 2023***, at which time the Board found the owner ***Federal National Mortgage Association*** in violation of the above-mentioned sections of the city code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** $100.00 per day
- **Duration:** From 2/18/2023 to 2/9/2024
- **Total Fine:** $35,610.00

Lien Reduction Request: Federal National Mortgage Association is requesting a reduction of the lien to ***$1,500.00*** + the cost of staff ***$3,154.71.***

RECOMMENDED MOTION

Approve the current Code Enforcement Lien for the property located at 803 Kensington Dr, be reduced to ***$4,654.71*** as recommended by the Code Enforcement Board

Factors Considered for Lien Reduction (Section 6-707 of the City Code):

1. The gravity of the violation
2. The time in which it took the violator to come into compliance
3. The accrued amount of the code enforcement fine or lien
4. Any previous or subsequent code violations
5. Any financial hardship
6. Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine

Staff Assessment and Findings:

- **Ownership at Time of Violation:** Yes.
- **Residency:** The property is vacant.
- **Number of Violations:** 4
- **Number of Inspections:** 29
- **Property Taxes:** Paid through 2023
- **Other Liens:** No outstanding liens, including water liens
- **Property Condition:** Inspected on *July 18, 2024*, and found in compliance before the Code Board Hearing; another inspection will occur prior to the Council Meeting.
- **Current Market Value:** $210,810 (Brevard County Property Appraiser, categorized as Single-Family Residence)
- **Staff Cost:** *$3,154.71*

Council Procedure: After a recommendation is rendered by the Code Enforcement Board, the city council may:

- Approve
- Approve with conditions
- Deny the application to satisfy or release the lien

If approved with conditions, the satisfaction or release of the lien will not be prepared or recorded until the conditions are met. The violator has thirty (30) days to comply with the conditions. Failure to comply will result in automatic denial of the application. If denied, or automatically denied due to non-compliance, the violator is barred from reapplying for a reduction or forgiveness of the lien for one year from the date of denial. During this period, the lien can only be satisfied by full payment of the fine or penalty imposed.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards.

BUDGETARY IMPACT:

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

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property at 803 Kensington Ave., be reduced to $4,654.71 as recommended by the Code Enforcement Board.

PREVIOUS ACTION:

The Code Enforcement Board at the regular meeting July 18, 2024, recommended that the fine be reduced to ***$4,654.71.***

powered by Legistar™

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
7/18/2024

LIEN REDUCTION REQUEST FOR
803 Kensington Dr

CASE # 22-527

The Code Enforcement Board held a public hearing on **January 19th, 2023**, at which time the Board found the owner, **Federal National Mortgage Association** in violation of the following:

- **Roofs & Drainage, Sec. 6-1003 (g)**
- **Boarded Up Buildings, Sec. 6-900 (b) (5)**
- **Window Glazing, Sec. 6-1003 (m)(1)**
- **Protective Treatment, Sec. 6-1003 (b)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **March 16th, 2023.**

The lien ran at **$100.00** per day from **February 18th, 2023** until compliance was achieved on **February 9th, 2024** Code records show onsite inspections were conducted by **Officers Buonocore, Folger, and Myself**. The case was closed leaving a fine of **$35,610.00**.The current owner, **Federal National Mortgage Association**, is requesting that the lien be reduced to **$1,500 + Cost of Staff**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, this home is vacant**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **29**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, July 18th, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$210,810** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **$3,154.71**
Staff's recommendation is that the fine/lien be reduced to **$3,154.71** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-22-527 **Date: 7/18/2024**

Federal National Mortgage Association

Site Address: 803 Kensington Dr

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	24	0.75	$35.06	$631.08
2	Code Manager	4	0.75	$48.54	$145.62
3					
				Total A1	$776.70

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	24	0.5	35.06	$841.44
2	Code Manager	6	0.5	48.54	$291.24
3					
				Total A2	$1,132.68

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15	$36.06	$540.90
2	City Attorney	Case Duties	3	$150.00	$450.00
3	Chief	Board Hearings	0	$69.71	$0.00
4					
5					
				Total A3	$990.90

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	$0.35	$122.50
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	87	$0.55	$47.85
5	Standard Mail	6	$0.55	$3.30
6	Certified Mail	5	$5.26	$26.30
7	Recording Fees	2	$10.00	$20.00
8				
9				
			Total B	$254.43

C. Total Amount of Cost (A1+A2+A3+B): $3,154.71

Application # CE - 22 - 0527

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received
RECEIVED
APR 15 2024
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** April 4, 2024

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): ALDRIDGE PITE, LLP

Name: Jason Knyper / Andrew Scolaro, Esq.

Mailing Address: 5300 W. Atlantic Avenue, Suite 303

City: Delray Beach State: FL Zip Code: 33484

Phone #: 561-288-8920 Fax #:

Mobile #: 914-552-7798 E-mail: JKNYPER@ALDRIDGEPITE.COM

3. **Property Owner Information:** ** Check here if same as Applicant →* ☐
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): FEDERAL NATIONAL MORTGAGE ASSOCIATION

Name: FNMA - Code Compliance Team

Mailing Address: 5600 GRANITE PKWY, GRANITE PARK VII

City: Plano State: TX Zip Code: 75024

Phone #: 972-656-8879 Fax #:

Mobile #: E-mail: Code Compliance <code_compliance@fanniemae.com>

4. Information for property on which lien occurs:

Street Address and Location: 803 Kensington Dr, Cocoa, FL 32922

Parcel ID:

2 4 - 3 6 - 2 0 - B V - * 6 4 _ _ _ _ -

_ _ _ _ _ _ _

Tax Account Number:

2 4 1 5 7 8 9

Existing Use(s) on Property: Residential

Proposed Use(s) on Property: Residential

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?
N/A

Nature of Violation(s): Case 22-0527 for protective treatment, roofs and drainage, boarded up building, window glazing.

Date Fine or Lien Imposed: 3.16.23 Amount of Fine: $100/per day, Currently $ 35610.00 per day

Have the violation(s) on the subject property been corrected: Yes / No (Circle one)

Date upon which the subject property was brought into compliance: 2.9.24

5. Please provide the following information:

Code enforcement case number: 22-0527

Were you the property owner at the time the lien was imposed? Yes / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

This property deeded to current holder, Federal National Mortgage Association "FNMA" stemming from a foreclosure in Case #2018CA035714 on 10.13.21. FNMA should be granted a reduction as there was vast amount of property damage stemming from the prior owner and unauthorized occupants. They abated case 19-1415 for Junk/Debris as well as case(s) 20-3128 and 21-0343. As to the underlying violation this was for several major issues and note when FNMA took title we were still during the height of COVID pandemic. FNMA filed with the Cocoa Police Department several trespass for this house as a vagrant took over this house as his home. The board up needed police escort due to a murder in front of the house in Dec 2021. The original notice was sent to FNMA on for this violation 8.12.22 and 9.20.22 and hearing set which was set initially on 1.9.23 which is when the Code Board issued the Compliance Date of 2.18.23 and set hearing for 3.16.23 to Order fine @ $100/per day commencing 2.18.23 fwd until property is fully brought into Compliance.
At the 3.16.23 hearing in which our firm attended were advised by the Board Chairman did say the City will negotiate liens once in compliance.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Yes, per the above the frequent trepasses was an issue for FNMA + vendors to ensure they can go to the property without any issue of potential physical harm.

During Oct 2021, FNMA was trying to determine occupancy as neighbors were reporting it occupied. Oct 15, 2021 we reported that the City of Cocoa had tagged the home Open and Unsafe and Oct 17, 2021 a vagrant was found in the home during our inspection and a trespass warning was issued. Oct 20, 2021, Field Services secured part of the home and ordered clearboard for broken windows. Vendor reported delay clearboarding due to delay in materials. Nov 9, 2021 At inspection a neighbor approached and informed us that she has called the police a few times when she noticed people at the house during the overnight hours. On Nov 30, 2021 At inspection found clearboarding had been removed and debris in the home. On Dec 16, 2021 Previous clearboarding replaced after vandalism/break-in. Dec 21. 2021 Reported to Code Office Mudrick that the property was cleared of overgrowth and junk and ready for re-inspection.*

Amount you are requesting that the lien be reduced to: $ 1,500.00 + Costs

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

*Jan- Feb, 2022 Discussions with Cocoa Police Department included their recommendation for plywood boarding since the clearboarding was not effective at deterring vandalism and break ins and on Feb 16, 2022 Field Service requested authorization for plywood boarding. Barbara initiated bids for plywood to be painted to match exterior of home. Jun 7, 2022 Finalized conversations regarding past-due water bills and paid all outstanding water liens/bills. Now on to this vio case, Sep-Oct 2022 Worked with repair contractor on scope and bids with Jan 2023 Repairs began with the roof first. Roof Final was approved 3/2/2023 by City of Cocoa Building Department. The real delay which was beyond FNMA's control was the contractor being able to obtain the windows as the home required new windows that needed to be special ordered, because the windows to be installed needed to be impact windows (as it is close to the coast). The lead time for these windows were approx 4 - 5 months. While waiting for these windows, it was discovered that the existing electrical wiring in this home was cloth wiring and needed to be replaced. **

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

Based on review of Brevard Property Appraiser:

4213 KIPLING DR COCOA FL 32926

6508 JUNE DR COCOA FL 32926

However both are located: 1800 - UNINCORP DISTRICT 1

6. **Please submit the following items in order complete the application:**

a. ☒ **Notarized application.**

b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

**Once we received approval on our bid work from Fannie Mae, we were able to begin the permit applications with the city. Also due to delays with City of Cocoa to issue permits for this property this added significantly to the timeline. They do not issue 1 permit for everything, but instead wanted individual permits for plumbing, electrical, fence, windows, and general repairs. This was a long process, where they would keep coming back to us asking for additional items, instead of letting us know collectively what was needed. They also only issued us 1 permit approval at a time which added in additional significant time, specifically the City of Cocoa took approx 3 months to issue the window and general permit here allowing us to proceed with the work, as no work could be done without the required permit. Lastly, the last remaining item, "Exterior Paint" could not be completed until after install of the windows, and other repairs / general permit approval. The above from the top of the page are the reasons it took as long as it did to get this property into full compliance on 2.9.24.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. Signatures and Notarization.

STATE OF FL COUNTY OF PALM BEACH. I, Andrew Scolaro, Esq as Attorney for FNMA being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Andrew R. Scolaro
FBN 44927 4/9/24
(APPLICANT SIGNATURE)

NOTARY PUBLIC Expires 8/29/2025 Jessina Mendez My Commission # HH 144418 STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced n/a

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF Palm Beach

Sworn and subscribed to before me this 9 day of April, 2024

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

   a. The witness has personal knowledge of the fact in which the witness will testify; and/or

   b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

      1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

         - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

         - The opinions and inferences do not require any special knowledge, skill experience or training.

      2. Expert witness. Testimony of an expert witness is qualified only if:

         - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

         - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) ***Application.*** The application shall be executed under oath and sworn to in the presence of a notary public.

(c) ***Reimbursement to city for recording costs at time of application.*** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) ***Processing of application by Code Enforcement Manager or Chief of Police.*** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) ***Code enforcement board hearing.*** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) ***Presentation to city council.*** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) ***Compliance with city council conditions.*** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) ***Effect of denial on application for subsequent lien reduction or forgiveness.*** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700
https://www.bcpao.us

PROPERTY DETAILS

Account	2415789
Owners	FEDERAL NATIONAL MORTGAGE ASSOCIATION
Mailing Address	PO BOX 650043 DALLAS TX 75265
Site Address	803 KENSINGTON DR COCOA FL 32922
Parcel ID	24-36-20-BV-*-64
Property Use	0110 - SINGLE FAMILY RESIDENCE
Exemptions	NONE
Taxing District	23D0 - COCOA
Total Acres	0.18
Subdivision	COCOA HILLS SUBD
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0011/0038
Land Description	COCOA HILLS SUBD LOT 64



VALUE SUMMARY

Category	2022	2021	2020
Market Value	$140,270	$93,350	$74,680
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$140,270	$82,140	$74,680
Assessed Value School	$140,270	$93,350	$74,680
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$140,270	$82,140	$74,680
Taxable Value School	$140,270	$93,350	$74,680

SALES/TRANSFERS

Date	Price	Type	Instrument
10/12/2021	--	CT	9289/2747
01/24/2017	--	DC	7823/2566
06/07/2012	--	QC	6630/1717
10/12/2005	--	WD	5565/7651
08/19/1988	$50,000	WD	2936/0829

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	
Exterior Wall:	STUCCO
Frame:	MASNRYCONC
Roof:	ASPH/ASB SHNGL
Roof Structure:	HIP/GABLE

Details	
Year Built	1958
Story Height	8
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas	
Base Area (1st)	1,388
Garage	552
Utility Room	72
Total Base Area	1,388
Total Sub Area	2,012

Extra Features
No Data Found

Generated on 8/12/2022 2:51:08 PM

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 8/12/2022
CASE: 22-0527

To: FEDERAL NATIONAL MORTGAGE ASSOCIATION
PO BOX 650043
DALLAS TX 75265

Notice of Violation

Address of Violation: 803 KENSINGTON DR COCOA FL 32922
Parcel Control No.: 24-36-20-BV-*-64
Legal Description: COCOA HILLS SUBD LOT 64

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days.

City of Cocoa Code Violation(s):

XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)

XXXVII.Window Glazing, Ch 6 Sec. 6-1003(m)(1)

XXIX.Roofs & Drainage, Ch 6 Sec. 6-1003 (g)



Corrective Action*:*

XXVII-Please clean or paint the structure.

XXXVII-Please repair, replace, or fix all window that are broken or cracked.

XXIX-Please repair, replace, or clean all roof and drainage systems.

Select Corrective Action

In the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

If you have any questions regarding this Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

Vincent Buonocore

Vincent Buonocore
Code Enforcement Officer
321-704-0647/vbuonocore@cocoapolice.com
Tuesday – Friday 7am-6pm

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 9/20/2022
CASE: 22-0527

To: FEDERAL NATIONAL MORTGAGE ASSOCIATION
PO BOX 650043
DALLAS TX 75265

Final Notice of Violation

Address of Violation: 803 KENSINGTON DR COCOA FL 32922
Parcel Control Number: 24-36-20-BV-*-64
Legal Description: COCOA HILLS SUBD LOT 64

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days***.***

City of Cocoa Code Violation(s):

XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)
XXIX.Roofs & Drainage, Ch 6 Sec. 6-1003 (g)
XXXVII.Window Glazing, Ch 6 Sec. 6-1003(m)(1)
IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)



Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

Corrective Action*:*

XXVII-Please clean or paint the structure.

XXXVIII-Please repair or replace damaged doors or window. Obtain all necessary permits from the Building Dept.

IV-Please remove the boards covering any and all egress.

XXIX-Please repair, replace, or clean all roof and drainage systems.

Code Enforcement has sent notices and given reasonable time to correct or make contact with the officer to obtain compliance. This is a final attempt to gain compliance, in the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

If you have any questions regarding this Final Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer. Si tiene alguna pregunta, comuniquese con el oficial a continuacion.

Vincent Buonocore

Vincent Buonocore
Code Enforcement Officer
(321)704-0647/vbuonocore@cocoapolice.com
Tuesday – Friday 7am-6pm

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 10/5/2022
CASE: 22-0527
ADDRESS: 803 KENSINGTON DR

To: FEDERAL NATIONAL MORTGAGE ASSOCIATION
PO BOX 650043
DALLAS TX 75265

Complainant	**Respondent(s)**
THE CITY OF COCOA, **A Florida municipal Corporation**	FEDERAL NATIONAL MORTGAGE ASSOCIATION **Current Property Owner**

VS.

NOTICE OF HEARING

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 9/15/2022, at 6:00 p.m. or as soon thereafter possible. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The Code Enforcement Board will receive testimony and evidence at said hearing regarding the violation(s) occurring upon the Property of the Respondent(s) as set forth in the Notice(s) of Violation and shall make a determination as to whether such violation(s) is/are corrected pursuant to Section 162.07, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances.

You are entitled to testify and present evidence and witnesses in defense at the hearing. Since the proceedings of the Code Enforcement Board are legal in nature, you may wish to have legal counsel attend the above referenced hearing.

The Code Enforcement Board may enter an Order requiring the owner of the Property to correct any violation(s) by a specific date and that a fine may be imposed not to exceed Two Hundred and Fifty Dollars ($250.00) per violation for a first violation or Five Hundred Dollars ($500.00) per violation for a repeat violation, for each day any violation(s) exist(s) or continue(s) to exist beyond the date the Code Enforcement Board orders you to correct the violation(s). This penalty, if not paid, will become a lien on the Property and any other personal or real property owned by the Respondent(s) which can be satisfied by foreclosure and sale of said Property and/or other personal or real property.

AN AGGRIEVED PARTY, INCLUDING THE CITY OF COCOA, MAY APPEAL A FINAL ADMINISTRATIVE ORDER OF THE CODE ENFORCEMENT BOARD TO THE CIRCUIT COURT AS PROVIDED BY THE GENERAL LAW OF THE STATE OF FLORIDA. ANY SUCH APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THE ORDER TO BE APPEALED. FURTHER, IF AN APPEAL IS FILED, THE AGGRIEVED PARTY MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE BOARD'S HEARING IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Vincent Buonocore
Vincent Buonocore, Code Enforcement Officer
321-704-0647 | vbuonocore@cocoapolice.com

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-0527

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

FEDERAL NATIONAL MORTGAGE ASSOCIATION
Owners of the Property located at:
803 KENSINGTON DR
Cocoa, FL 32922
Parcel ID: 24-36-20-BV-*-64

Respondent,
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on January 19, 2023 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of:

- ☒ *XXIX.Roofs & Drainage, Ch 6 Sec. 6-1003 (g)*
- ☒ *IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)*
- ☒ *XXXVII.Window Glazing, Ch 6 Sec. 6-1003(m)(1)*
- ☒ *XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)*
- ☐ *Select Code Violation*
- ☐ *Select Code Violation*
- ☐ *Select Code Violation*
- ☐ *Select Code Violation*

of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following violations of the City Code:

☐ *XXIX.Roofs & Drainage, Ch 6 Sec. 6-1003 (g)*
☑ *IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)*
☑ *XXXVII.Window Glazing, Ch 6 Sec. 6-1003(m)(1)*
☑ *XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)*
☐ *Select Code Violation*
☐ *Select Code Violation*
☐ *Select Code Violation*
☐ *Select Code Violation*

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until February 18, 2023 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein,the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of **$100.00** per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 19 DAY OF January, 2023.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Chairman, Code Enforcement Board

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at FEDERAL NATIONAL MORTGAGE ASSOCIATION, whose mailing address is PO BOX 650043 DALLAS TX 75265 this 19 day of January, 2023_____via __hand delivery/__certified mail/__U.S. mail/__posting (mark all that apply).

Darla D. Crowl
Secretary, Code Enforcement Board

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 2/22/2023
CASE: 22-0527
ADDRESS: 803 Kensington Dr

To: FEDERAL NATIONAL MORTGAGE ASSOCIATION
PO BOX 650043
DALLAS TX 75265

Notice of Non Compliance Hearing

Complainant	**Respondent(s)**
THE CITY OF COCOA,	FEDERAL NATIONAL MORTGAGE ASSOCIATION
A Florida Municipal Corporation	Current Property Owner

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 3/16/2023, at 6:00pm or as soon thereafter possible, to determine whether Respondent has come into compliance with the Code Enforcement Board's previous order. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

Vincent Buonocore

Vincent Buonocore | Code Enforcement Officer
City of Cocoa Code Enforcement
321-704-0647 | vbuonocore@cocoapolice.com

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-0527
3/16/2023

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

FEDERAL NATIONAL MORTGAGE ASSOCIATION
Owners of the Property located at:
803 KENSINGTON DR
Cocoa FL 32922

Parcel ID: 24-36-20-BV-*-64

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 3/16/2023 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 2/18/2023

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of **$100.00** per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 16, day of March, 2023

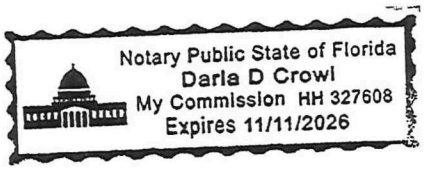
CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

_____
Lloyd Roberts, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 16 day of March, 2023, by Lloyd Roberts, Chairman of the City of Cocoa Code Enforcement Board.

_____
Notary Public Signature



Legislation Details (With Text)

File #:	24-471	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Agenda Ready
File created:	8/13/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	Consider the appointment of Qualified Candidate Patricia Weeks to fill the vacancy and unexpired term of City Council District 3 Seat through November, 2024. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Legislation Text - 24-417.pdf FL Today Ad.pdf 2024-069 (Declaring District 3 Council Seat Vacant).pdf Application for Vacancy.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 21, 2024
Agenda Date: August 27, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Anthony A. Garganese, City Attorney

Through: Stockton Whitten, City Manager
Requested Action:
Consider the appointment of Qualified Candidate Patricia Weeks to fill the vacancy and unexpired term of City Council District 3 Seat through November, 2024.

BACKGROUND:

At the July 23, 2024 City Council Meeting, a vacancy was declared via Resolution No. 2024-069 due to the resignation of Councilman Matthew Barringer. In recognition of the requirements under City Charter, Article III, Section 10 (a), that specify the timeframe required to fill the Council Seat vacancy and unexpired term through November, 2024, two options were provided to City Council.

City Charter, Article III, Section 10 (a) states that "*A vacancy in a councilmember's office shall occur upon the death, resignation, removal from office as authorized by law, or forfeiture of office of the councilmember. In the event of such a vacancy, it shall be the duty of the remaining members, absent the councilmember that created the vacancy, at either of the next two regular meetings following the creation of such vacancy, to select a duly qualified citizen to fill said vacancy until the next general election; except that no such appointment shall be made during the period between any election and the time the newly elected councilmembers are seated. Appointment of such person shall be by the*

affirmative vote of three (3) councilmembers."

City Council was provided two options of action they can take in order to fulfill the vacancy and unexpired term of City Council District 3 Seat through November, 2024. It was decided by City Council to go with Option #2:

(*2) The City Council can take a more structured approach and require that a public notice be published in various places advising interested candidates to file an application for serving in the District 3 seat by 12:00 p.m., Friday, August 16, 2024. Candidate application packages that were timely submitted to the Office of the City Clerk will be reviewed to determine whether the person is qualified to serve in Seat 3.*

The City Clerk's Office received an application from candidate Patricia Weeks to be considered for the appointment. Her completed candidate application will be distributed to the City Council with the publication of this Agenda packet.

Based on information provided, Patricia Weeks, the candidate of interest, is deemed complete to serve as a City Council member in District 3. At this time, the City Council should deliberate and determine whether a majority of the City Council (3 votes) desire to appoint Patricia Weeks to fill Seat 3 pursuant to City Charter.

As such, the City Council has a "duty" to attempt to fill the vacancy, by majority vote of at least 3 of the remaining City Councilmembers. If a majority of the City Council cannot agree on a candidate appointment this evening, the seat will be vacant until the General Election in November.

Furthermore, the City held a separate qualification period for City Council District 3 Seat General Election which closed at noon on August 20, 2024. Ms. Weeks is unopposed and is deemed elected per City Charter for the November 5, 2024 general election. She will be sworn-in for the new 4-year term in November.

Application and backup information is attached.

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

At the Regular City Council Meeting on July 23, 2024, City Council approved Resolution No. 2024-069 recognizing the resignation of Councilman Matthew Barringer and declared a vacancy in Seat 3 of the City Council. City Council approved option two to advertise for interested candidates to file an

application for serving in the District 3 Seat.

RECOMMENDED MOTION:

Consider the appointment of Qualified Candidate Patricia Weeks to fill the vacancy and unexpired term of City Council District 3 Seat through November, 2024.

File #: 24-417, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: July 22, 2024
Agenda Date: July 23, 2024
Prepared By: Stockton Whitten, City Manager
Through:
Requested Action:
Approve Resolution No. 2024-069 recognizing the resignation of Councilman Matthew Barringer and declaring a vacancy in Seat 3 of the City Council effective July 31, 2024. Take whatever action the City Council deems legally necessary to fill the Seat (District) 3 vacancy on the City Council pursuant to Article III, Section 10 (a) of the City Charter.

BACKGROUND:

Councilman Mathew Barringer has announced his resignation of Seat (District) 3 effective July 31, 2024.

City Charter, Article III, Section 10 (a) states that *"A vacancy in a councilmember's office shall occur upon the death, resignation, removal from office as authorized by law, or forfeiture of office of the councilmember. In the event of such a vacancy, it shall be the duty of the remaining members, absent the councilmember that created the vacancy, at either of the next two regular meetings following the creation of such vacancy, to select a duly qualified citizen to fill said vacancy until the next general election; except that no such appointment shall be made during the period between any election and the time the newly elected councilmembers are seated. Appointment of such person shall be by the affirmative vote of three (3) councilmembers."*

As such, the City Council has a "duty" to attempt to fill the vacancy, by majority vote of at least 3 of the remaining City Councilmembers, at either of the next two regular Council meetings. The next two regular City Council meetings are scheduled for August 13, and August 27, 2024.

Given that the vacancy is related to Seat (District) 3, any person appointed to fill the vacancy must meet all of the qualifications for Seat 3 in order to serve on the City. Specifically, pursuant to Article III, Section 1 of the City Charter, that person *"shall have been domiciled within the district … for at least one year prior to the date of qualification for office and shall have the qualifications of a city elector and shall be domiciled within the district during their term as councilmember."*

Any person appointed by the City Council to serve in Seat 3 will serve the remaining balance of the existing four (4) year term which will expire at the general election held in November of 2024.

At this time, the City Council is working under a tight time frame per the City Charter. Generally, the City Council has the following two options for appointing a duly qualified person to fill the vacancy

and serve as a Seat 3 City Councilmember:

1. The City Council can take a less structured approach and leave it up to each City Councilmember to nominate one or more duly qualified persons for consideration by the City Council. Again, the nominations must occur at either the August 13th or August 27th, 2024 meeting, or

2. The City Council can take a more structured approach and require that a public notice be published in various places advising interested candidates to file an application for serving in the District 3 seat by 12:00 P.M., Tuesday, August 6, 2024. Candidate application packages that are timely submitted to the Office of the City Clerk will be reviewed to determine whether the person is qualified to serve in Seat 3.

Any appointment of a qualified person made by the City Council to fill the vacancy will be effective immediately upon acceptance by the person and upon the candidate taking the oath of office.

However, City Charter, Article III, Section 10 (b) also provides that if the council fails to fill the vacancy by the conclusion of the second regular meeting following the creation of such vacancy, the city clerk is required to schedule a special election pursuant to Article XVII, Section 5 of the City Charter, to fill the vacancy for the balance of the unexpired term

Here, however, a separate special election is not required because the November 5, 2024, general election is only 97 days away from the vacancy's effective date of July 31, 2024. Thus, assuming the council had to schedule a special election, Article XVII, Section 5 provides that when a regular municipal election "is scheduled to be held within 100 days of the creation of such vacancy, … [then] … the special election shall be held on the same day as the regular municipal election." Therefore, the Charter would require the unexpired term to be filled by a qualified candidate on November 5, 2024. In this case though, District 3 is already scheduled for a general election for a new 4-year council term. As such, there is an intervening general election already scheduled within 100 days for District 3 and no special election will be required if the council is unable to make an appointment because the District 3 seat will be filled in accordance with its normal election schedule per City Charter.

Accordingly, if Council is unable to make an appointment of a qualified candidate to serve the remaining balance of the District 3 term for approximately 3-months, the District 3 seat will just remain vacant until filled by the voters at the general election scheduled on November 4, 2024.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Resolution No. 2024-069 recognizing the resignation of Councilman Matthew Barringer and declaring a vacancy in Seat 3 of the City Council effective July 31, 2024. Take whatever action the City Council deems legally necessary to fill the Seat (District) 3 vacancy on the City Council pursuant to Article III, Section 10 (a) of the City Charter.

Ad Preview

AD#10415368 7/29/2024

CITY OF COCOA
NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL IS SEEKING A QUALIFIED CANDIDATE TO BE APPOINTED BY THE CITY COUNCIL TO TEMPORARILY FILL A VACANCY IN CITY COUNCIL SEAT/DISTRICT 3 UNTIL NOVEMBER 2024.

Qualified candidates wishing to be considered for appointment must file an application with the City Clerk no later than 12 PM on Friday, August 16, 2024. Applicants shall have been domiciled within District 3 or an area annexed by the City included in District 3 for at least one year prior to qualifying.

At the Regular City Council Meeting held on Tuesday, August 27, 2024, at 6:00 p.m.at Cocoa City Hall, the Cocoa City Council will consider applications of duly qualified persons desiring to serve on the City Council to fill a current vacancy for District 3 pursuant to its municipal charter Article III, Section 10 (a).

For further information, please contact the Office of the City Clerk by phone at 321-433-8488, by email at marsenault@cocoafl.gov, or by visiting Cocoa City Hall at 65 Stone Street, Cocoa, Florida. City Hall hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Dated this the 29th day of July, 2024

/s/ Monica Arsenault

Monica Arsenault, City Clerk

City of Cocoa

RESOLUTION NO. 2024-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, OFFICIALLY RECOGNIZING AND DECLARING EFFECTIVE ON JULY 31, 2024 A VACANCY IN DISTRICT SEAT 3 OF THE CITY COUNCIL, PURSUANT TO ARTICLE III, SECTION 10 OF THE CITY CHARTER; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article III, Section 11 of the City Charter, the City Council is the sole judge of the election and qualifications of its members; and

WHEREAS, a vacancy in a councilmember's office shall occur upon the death, resignation, removal from office as authorized by law, or forfeiture of office of the councilmember; and

WHEREAS, the City Council desires to recognize that Councilmember Matthew Barringer has submitted a resignation for his District 3 seat effective July 31, 2024; and

WHEREAS, in recognition of the resignation of Councilmember Matthew Barringer, the City Council desires to officially declare Seat 3 on the City Council vacant on July 31, 2024, pursuant to Article III, Section 10(a) of the City Charter; and

WHEREAS, due to the creation of the vacancy on July 31, 2024, the City Council intends to exercise its duty to attempt to appoint, by majority vote of at least three remaining councilmembers, a duly qualified citizen to fill the vacancy during the next two duly held regular City Council meetings; and

WHEREAS, if the City Council fails to fill the vacancy by the conclusion of the second regular meeting following the creation of such vacancy, which shall become effective on July 31, 2024, the City Council finds that a special election shall not be required due to the fact that within 100 days, an intervening general election is already scheduled on November 5, 2024 and the District 3 seat will be filled for a new 4-year term by the voters under District 3's regular election cycle at the general election scheduled on November 5, 2024. See Article XVII, Section 5 of the Cocoa City Charter (special election to fill council vacancy within 100 days of regular municipal election to be held on same day as the regular municipal election); and

WHEREAS, this Resolution is hereby deemed by the City Council to be in the best interest of the City of Cocoa.

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

SECTION 1. Vacancy on City Council.

(A). Pursuant to Article III, Section 10(a) of the City Charter, the City Council hereby officially recognizes and declares City Council Seat 3 vacant due to the resignation of Councilmember Matthew Barringer. Said declaration and vacancy shall be deemed effective on July 31, 2024, pursuant to this Resolution.

(B). Pursuant to Article III, Section 10 of the City Charter, the City Council shall exercise its duty to attempt to appoint, by majority vote of at least three remaining councilmembers, a duly qualified citizen to fill the vacancy. The appointment shall be made at either of the next two (2) duly scheduled and held regular City Council meetings.

(C). If the City Council fails to fill the vacancy by the conclusion of the second regular meeting following the creation of such vacancy, which shall become effective on July 31, 2024, the City Council declares that the City Clerk will not schedule a special election to fill the vacancy because the vacancy is within 100 days of an intervening general election to be held on November 5, 2024, and the District 3 seat will be filled for a new 4-year term by the voters under District 3's regular election cycle at that general election. See Article XVII, Section 5 of the Cocoa City Charter (special election to fill council vacancy within 100 days of regular municipal election to be held on same day as the regular municipal election).

SECTION 2. Repeal of Prior Inconsistent Resolutions.

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

SECTION 3. Severability.

Should any section or provision of this Resolution, or any portion hereof, any paragraph, sentence, or work be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 4. Effective Date.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 23rd day of July, 2024.

Michael C. Blake

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

SEAL

FLORIDA

CITY OF COCOA
APPLICATION FOR SEAT/DISTRICT 3 CITY COUNCIL VACANCY
(REMAINDER OF UNEXPIRED FOUR-YEAR TERM)

The City Council will consider appointing a qualified person to serve as a Seat/District 3 City Councilmember. The appointment will be for the remaining balance of the unexpired term which expires in November 2024. The appointment shall be at the sole and absolute discretion of the City Council pursuant to the powers vested in the City Council by City Charter and applicable law.

The City Charter requires that any person serving on the City Council for Seat/District 3 must be domiciled in District 3 for at least one year prior to the date of qualification for office and shall have the qualifications of a city elector and shall be domiciled within the district during their term as councilmember. Further, City Code requires prospective and existing board members to fill out an application. Consent to a standard criminal background check is required[1]. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Patricia Weels Application Date: 7-27-2024

Street Address, Including Zip Code: 1351 Tarton Way Cocoa FL 32926

Phone Number(s): Home: _____ Work: _____ Cell: 321-759-8563

Place of Business: Happy House Real Estate

Title/Position Held: Broker/Associate

Date of Birth: [redacted]

Email Address: Patriciaweels@Bellsouth.net

ELIGIBILITY

Have you been domiciled within District 3 for at least 1 year prior to the date of this Application?	Yes	X	No	____
Is a completed domicile qualifying statement attached to your Application?	Yes	X	No	____
Do you own property or a business in Cocoa?	Yes	X	No	____
Are you registered to vote in the City of Cocoa, Florida?	Yes	X	No	____
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any				

NO

[1] the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No X

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes X No ____

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board? Yes X No ____
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on the City Council. 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 City Council. PLEASE INCLUDE A CURRENT RESUME IF AVAILABLE.

I have served on the Cocoa-BOA. for 5 years and I'm the vice chair. That is what got me interested in running for the council. I serve on Chamber of commerce military affairs and Govt. Affairs. I serve of Space Coast Assoc. Govt Affairs & Realtor political action committee.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
X Caucasian

GENDER

____ Male
X Female

DISABILITY

no Physically Disabled

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) and any other forms required by law to serve on the City Council.
4. If appointed to serve on the City Council, I acknowledge that this is my obligation and duty to comply with the following:

    a. Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
    b. Florida Sunshine Law (Florida Statutes, Chapter 286)
    c. Florida Public Records (Florida Statutes, Chapter 119)
    http://www.flsenate.gov/Statutes
    d. Applicable City Council Rules of Procedure and Code of Conduct
    e. Applicable City Charter provisions.

Signature: Patricia Week Date: 7-27-2024

Social Security No: [redacted]

Drivers License No: _____

This form must be fully completed and returned to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

THE DEADLINE TO FULLY COMPLETE AND SUBMIT THIS FORM AND OTHER APPLICABLE QUALIFIYING DOCUMENTS SHALL BE FRIDAY, AUGUST 16, 2024 AT NOON. LATE FILINGS WILL NOT BE ACCEPTED.

Candidate Advisory

Please read carefully.

PLEASE BE ADVISED THAT AFTER THE APPLICATION DEADLINE, THE CITY CLERK'S OFFICE WILL REVIEW ALL SUBMITTED APPLICATIONS TO DETERMINE WHETHER EACH APPLICATION IS PROPERLY FILED AND COMPLETE. FURTHER, A BACKGROUND CHECK WILL BE CONDUCTED ON EACH QUALIFIED PERSON.

THE CITY CLERK WILL NOTIFY APPLICANTS OF THEIR QUALIFICATION STATUS.

ALL APPLICATIONS DULY FILED AND DEEMED COMPLETE WILL BE FORWARDED TO THE CITY COUNCIL FOR CONSIDERATION. THE CITY COUNCIL WILL CONDUCT A REVIEW OF ALL SUCH APPLICATIONS AT THE REGULAR CITY COUNCIL MEETING HELD ON TUESDAY, AUGUST 27, 2024 AT 6:00 PM. QUALIFIED CANDIDATES ARE STRONGLY ENCOURAGED TO ATTEND THE MEETING IN THE EVENT THAT THE CITY COUNCIL DESIRES TO ASK QUESTIONS AND INTERVIEW THE CANDIDATE. SUCH QUESTIONS AND INTERVIEWS WILL BE CONDUCTED AT THE CITY COUNCIL'S DISCRETION.

IT IS ANTICIPATED THAT THE CITY COUNCIL WILL CONSIDER APPOINTING ONE CANDIDATE TO SERVE AS THE DISTRICT 3 COUNCIL MEMBER SCHEDULED AT THE MEETING ON AUGUST 27, 2024. IF THE CITY COUNCIL CANNOT AGREE ON AN APPOINTMENT BY MAJORITY VOTE BY THE AUGUST 27, 2024 CITY COUNCIL MEETING, THE CITY CHARTER REQUIRES THE VACANCY IN SEAT/DISTRICT 3 TO BE FILLED BY A QUALIFIED CANDIDATE FOR A NEW, REGULAR 4-YEAR TERM AT THE GENERAL ELECTION ON NOVEMBER 5, 2024.

THE SUCCESSFUL CANDIDATE APPOINTED BY THE CITY COUNCIL MUST BE PREPARED TO BE SWORN INTO OFFICE IMMEDIATELY UPON APPOINTMENT. THE APPOINTMENT WILL BE FOR REMAINING BALANCE OF THE UNEXPIRED TERM WHICH EXPIRES NOVEMBER 2024.

ALL MEETINGS OF THE CITY COUNCIL ARE OPEN TO THE PUBLIC.

NOTICE IS ALSO HEREBY GIVEN THAT SEAT/DISTRICT 3 IS SCHEDULED FOR A REGULAR GENERAL ELECTION ON NOVEMBER 5, 2024 TO ELECT A QUALIFIED CANDIDATE TO SERVE A NEW 4-YEAR TERM. APPLICANTS

SEEKING TO QUALIFY AS A CANDIDATE TO RUN FOR THE NEW 4-YEAR TERM MUST FILE SEPARATE QUALIFYING PAPERS WITH THE CITY CLERK UNDER A DIFFERENT QUALIFYING PROCESS BETWEEN 12:00PM, AUGUST 6, 2024 AND 12:00 PM, AUGUST 20, 2024. FILING AN APPLICATION TO BE CONSIDERED FOR APPOINTMENT BY THE CITY COUNCIL TO SERVE THE UNEXPIRED TERM WILL NOT QUALIFY YOU AS A CANDIDATE FOR THE GENERAL ELECTION TO SERVE THE NEW 4-YEAR TERM.

PW

Patricia Weeks

COCOA, FL 32926 3217598563 patriciaweeks@bellsouth.net

Bold Profile

PROFESSIONAL SUMMARY

Outgoing Real Estate Broker with exceptional talent connecting with buyers and sellers on personal levels. Proven success over 20 years in industry. Expertly negotiate contracts, deliver advice to provide satisfactory outcomes on both sides of deals. This experience will help me on the City Council.

ACCOMPLISHMENTS

2021 President of Space Coast Association of Realtors
2023 Florida Realtors DVP for District 2
Florida Realtors Key Contact for Representative Tyler Sirois
2021 Graduate of Lead Brevard
2019 Graduate of Florida Realtors Leadership Academy
served on Board of Directors for National Association of Realtors, Florida Realtors and Space Coast Association of Realtors
2019-present City of Cocoa Board of Adjustment
Cocoa Beach Chamber of Commerce, Military Affairs council, Govt. affairs Committee.
2010 - present, served or chaired on over 70 committees, at Space Coast Association of Realtors and Florida Realtors.
2023 -present, Adamson Creek HOA President
2022 Graduate of Spokesperson training

SKILLS

- Negotiation
- Leasing and Sales
- Contract Negotiation
- Leadership skills
- Can work with different personality types
- Realtor

WORK HISTORY

REALTOR

08/2012 to CURRENT

Happy House Real Estate | 30 N Brevard Ave, Cocoa Beach, FL

- Assisted buyers with finding ideal homes by assessing needs, requirements, and budgets.
- Wrote contracts to outline sales and purchases of properties.
- Resolved client concerns related to home purchases to maintain high satisfaction ratings.
- Advised and informed prospective clients on current market activities and conditions.
- Liaised between buyers and sellers to establish favorable prices and negotiate contract terms.

- Managed contracts, negotiations, and all aspects of sales to finalize purchases and exceed customer expectations.
-

REALTOR *03/2004 to 09/2012*

Housing Market | Cocoa, Fl

- Advised and informed prospective clients on current market activities and conditions.
- Compared recently sold area properties to determine competitive market prices.
- Prepared and presented contracts and other legal documents to clients.

EDUCATION

Some College (No Degree) | Banking

Gulf Coast State College, Panama City, FL

Brokers License *03/2017*

IFREC, Orlando Fl

High School Diploma *06/1976*

Bay High School, Panama City, FL

Legislation Details (With Text)

File #:	24-496	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/21/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	Consider the Donation Application for Cocoa Youth Athletics Corporation in the amount of $1,000. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa_Donation Application Form 2024 CYAC.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 22, 2024
Agenda Date: August 27, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Donation Application for Cocoa Youth Athletics Corporation in the amount of $1,000.

BACKGROUND:

Cocoa Youth Athletics Corporation submitted a donation application request for their program “Continuing to Build Champions”. The application is complete and all of the required information is attached.

Cocoa Youth Athletics plans to serve 200-300 participants during their upcoming season, with the majority of children being from the City of Cocoa. These funds will help provide an opportunity to our local youth to learn the skills of football and cheer. Funds will also be spent to order more equipment, uniforms and provide scholarships if necessary. There is an anticipated increase of fifty to one hundred more children this year.

Additionally, the program works to meet the needs of not only the youth but also the needs of the community, as they volunteer with churches, host parties for senior citizens, and promotes service over self.

Cocoa Youth Athletics Corporation has received a donation from the City of Cocoa in the amount of $1,000 in 2019, 2020, 2021, 2022 and 2023. All After Action Statements have been received for prior donations as well.

Each fiscal year, each City Council member is allotted $1,000 and can choose whether or not to donate any of their portions to applicants. It is suggested that if each member wishes to contribute, each would be using $250 of their allotment, leaving each member with a balance of $500.

There has only been one other donation request approved this year.

The donation application is attached for your review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$1,000
Account Number	001-1000-511.48-00
Account Name	Promotional Activities

PREVIOUS ACTION:

City Council has approved donations in the amount of $1,000 to Cocoa Youth Athletics Corporation at their Regular City Council meetings held on March 13, 2019; March 11, 2020; April 13, 2021; July 12, 2022; and May 23, 2023.

RECOMMENDED MOTION:

Consider the Donation Application for Cocoa Youth Athletics Corporation in the amount of $1,000.

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DONATION APPLICATION REQUESTS:

PURPOSE:

In accordance with the City Charter, there must be a "municipal purpose" in order to be eligible to receive a donation. The donation is designed to assist organizations that build relationships and enhance the Cocoa community. A maximum of $1,000 may be awarded, based on funding availability, per fiscal year for local projects and programs. It is the goal of the City Council that funding these programs will promote stronger and healthier neighborhoods.

ELIGIBILITY:

Any organization **that serves Cocoa residents**, may apply.

- Organization is in good standing and licensed to do business in Florida;
- Provides a service beneficial to the citizens of the City of Cocoa;
- Does not receive funding from any other City source e.g. CDBG funds, RDA funds;
- Has not already been awarded funding within the same fiscal year;
- Organization has not violated terms of previous fiscal year awards;
- Organization does not have any past due fees and taxes owed to the City.

Funds provided by the City are not intended to be used for cash scholarships, sub-grants, or sub-awards. They are to be used by the organization applicant. To clarify, however, membership scholarships for needy children, such as Little League, would be eligible. In-kind services from the City that may be requested include, but are not limited to, the following:

- Personnel time (police, fire, public works personnel);
- Waiver of fees for permits, banners, rental of facilities;
- Use of City equipment.

Donations are on a first come, first serve basis whether in-kind or monetary and the maximum amount awarded to any recipient is $1,000 per fiscal year. If the donation is in-kind, upon Council approval the requested funds will be transferred to the appropriate account to cover the costs of the donation.

PROJECT SELECTION:

Applications will be scored on the criteria contained in the application. A minimum score of 45 points must be obtained to be eligible to receive funding. Please make sure that all requested information is provided at the time of submittal. Successful applications will:

- Provide a service to Cocoa residents that enhance the community;
- Provide proof of non-profit status;
- Submit a Use of Funds Statement outlining the request from the City, statement of project impact, goals, and objectives as outlined in the Grant Application;
- Spend allocated funds within the specified fiscal year;

- Appoint a point of contact;
- Involve Cocoa residents whenever possible;
- Provide an After Action Statement, along with a Material Purchases Schedule identifying how City funds were expended.

Funds donated by the City are to be used for the sole purpose delineated in the submitted application unless unforeseen circumstances arise which affect the use of donated funds (e.g. natural or man-made disaster). The organization will be responsible for reporting any changes to the application to the City Clerk as soon as possible. If the monetary donation was for a special event and the event is canceled due to events outside of the organization's control such as inclement weather and the event cannot be rescheduled, the City Manager will have the authority to waive repayment requirements. The City Manager will have the discretion to request the reimbursement of City funds if the organization's justification for the change is not reasonable. If the City's donation was for in-kind staff time and the event is re-scheduled, the organization will have to coordinate with staff and the donation may not be possible.

Failure to adhere to the above requirements will result in denial of future application requests and possible forfeiture of funds already committed.

APPLICATION DEADLINE:

As of the initial date of adoption of this policy, the City Manager, through his designee, the City Clerk, will handle the processing of requests for any monetary contributions or donations. Each applicant must submit a Donation Application Request (Appendix C) with all attachments directly to the City of Cocoa's City Clerk's Office. All requests submitted directly to the City Council will not be considered for eligibility but will be referred to the City Clerk's Office for an application.

Monica Arsenault, City Clerk
65 Stone Street
Cocoa, FL 32922

Requests for a monetary contribution for a special event must be submitted to the City Clerk's Office a minimum of 60 days prior to the date of the event. The Donation Application Request does not eliminate the need to complete a Special Events application. The City's Special Events application is required for planning and coordinating purposes, not donations.

Donation Application Request forms will be accepted on a first-come, first-served basis and will be reviewed internally by an employee of the City Clerk's Office, the Finance Department, and OMB. Those applications that meet the minimum criteria will be submitted to the City Attorney to insure that the contribution request is consistent with the City Charter and applicable law. Requests that meet **ALL** minimum criteria will be forwarded to the City Council for action. The Council shall have the sole and absolute discretion to approve or deny any donation request. An applicant whose application does not meet the minimum criteria will be notified in writing that the request will not be forwarded to the City Council for further action. Any questions or comments please call (321) 433-8484.

Please refer to *OMB Policies & Procedures, Section III. Specific Policies, B. Donation Policy* for more information. Adopted by Cocoa City Council 04/11/2006.

SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompaning the application.

Organization Name: Cocoa Youth Athletics Corp.

Project Name: Continuing to build a positive program

		YES	NO
1	Completed Application	X	
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation	X	
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)	X	
4	Exhibit C - Project Objectives	X	
5	Exhibit D - Use Of Funds Statement	X	

Please send original application with requested attachments to:

City of Cocoa
Monica Arsenault, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than *60 days prior to the event.*

If you have any questions, please call City Hall at 321-433-8488 . Thank You.

65 Stone Street
Cocoa, Florida 32922

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: Cocoa Youth Athletics Corp.

FEDERAL ID #: 85-8017614722C-1

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: P.O. Box 236752

CITY/STATE: Cocoa, Fl **ZIP:** 32922

CONTACT PERSON: Alicia Phillips **TITLE:** Cocoa Youth Athletics Corp. Secretary

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: 321-208-6458 **FAX #:**

EMAIL ADDRESS: cyeaop@gmail.com

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET: 1500.00

PROJECT INFORMATION:

NAME OF PROJECT: Continuing to provide a positive program for the kids in our local areas

TOTAL PROJECT COST: $ 1500.00

AMOUNT OF MONETARY REQUEST: $ 1000.00

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF IN-KIND REQUEST: $ 500.00

COUNCIL DISTRICT:

[X] **CITYWIDE** [X] **DISTRICT 1** [X] **DISTRICT 2**
[X] **DISTRICT 3** [X] **DISTRICT 4**

For more information please go to our official City web site at www.cocoafl.org

ANTICIPATED PARTICIPANTS TO BE SERVED: 200-300 youth

 # OF COCOA RESIDENTS TO BE SERVED: 200
(20 POINTS)

NEW PROGRAM?: [ ] YES [X] NO
(10 POINTS)

EXPANDED PROGRAM?: [ ] YES [ ] NO

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to: Cocoa Youth Athletic
   - How quality of life for Cocoa residents will be enhanced;
   - Who will be served (children, seniors, families, and/or the disabled, etc.);
   - How the project is unique to the Cocoa community;
   - How the project meets an unmet need in the community;
   - Educational and informational benefits.

   Please limit response to one typed page and attach as Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes X No_____ If yes, briefly describe. (10 POINTS)

   The program includes residents in and of the City of Cocoa and surrounding areas of Brevard County. Residents will help organize and supervise youth during practices and games. Residents assist in planning. game and practices, equipment and uniform issuances, and setting up concessions.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

   As of this past year we were able to add 50 to 100 youth participate in our program. We were able to offer 25-50 scholarships to under privilege youth and suit each of them with new equipment and uniforms. We are expecting an increase in participation this year of 50 to 100 more youth as our registration period has begun and we are ahead by 20% from this time last year.

USE OF FUNDS: Complete Exhibit E. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

see attached copies of equipment purchases.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.

Antoinio Rashad Williams. , President — **Signature of Authorized Representative**

4/12/24 — **Date**

0000053 09/13/23

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8017614722C-1	10/23/2023	10/31/2028	501(C)(3) ORGANIZATION

This certifies that

COCOA YOUTH ATHLETICS CORPORATION
365 COUNTRY LANE DR
COCOA FL 32926-5384

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Exhibit B
INCOME/EXPENSE REPORT

Please provide the following information for your most current completed fiscal year.
This report must be submitted with Application Request For Funding.

Organization Name: Cocoa Youth Athletics Corp.
Fiscal Period: 1/1/24 - 12/31/24

INCOME	AMOUNT
Support	
Govt. grants	$
Foundations	$
Corporations	$
United Way	$
Individual contributions	$ 3000
Fundraising efforts	$ 500
Membership income	$
In-Kind support	$ 400
Investment income	$
Other (specify	$
	$
	$
Revenue	
Govt. contracts	$
Earned Income	$
Other (specify)	$
	$
TOTAL INCOME	$ $3900.00

EXPENSES	AMOUNT
Salaries and wages	$ 0
Insurance and Benefits	$ 1500
Professional fees	$ 500
Fundraising costs	$ 0
Travel	$ 0
Equipment	$ 14000
Printing fees	$ 200
Telephone/Utilities	$ 100
Postage	$ 0
Rent	$ 0
In-Kind expenses	$ 0
Depreciation	$ 0
Other (specify)	$ 0
	$
TOTAL EXPENSES	$ 16,300.00

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.

EXHIBIT C

1. Objectives of this project:

a. Give youth the opportunity to learn the skills of football and cheer.

b. To allow you to learn about trust, honesty, and teamwork.

c. To provide children with an outlet for physical activity to help with their health and mental well-being.

d. To promote teamwork and good sportsmanship.

2. This project will help the youth of our community with a chance to be kids! It will provide them many opportunities to participate at the local, state and national levels of sports.

3. We serve all kids. The majority are from the City of Cocoa, but we serve youth from all of Brevard County.

4. Our program works to meet the needs of not only our youth, but also the needs of our community. We volunteer with churches, we host parties for the senior citizens, we promote service over self.

Exhibit D

City of Cocoa
Use of Funds Statement
(To be submitted with Donation Application)

Date: 4/12/24 **Project Dates:** 7/1/14 to 12/15/24

Organization: Cocoa Youth Athletics Corp. **Project:** Continuing to build Champions

1.) Please list the in-kind services requested from the City, along with the dates and times required:

2020 to 2023 the City has donated $4,000 per year to help purchase new equipment and provide 5 to 10 scholarships for youth to participate in our program.

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases:

Any new commitment by the City will be spent to order more equipment, uniforms, provide scholarships if necessary.
Vendors used have been TTS, Inc for uniforms, Riddell, Academy or Dicks Sporting Goods for equipment

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Alicia Phillips, Secretary of State — **Project Administrator**

4/12/24 — **Date**

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Netayla Chapple, Treasurer — **Project Financial Officer**

4/12/24 — **Date**

City of Cocoa
After Action Statement
(To be submitted after completion of project/event)

Date: 4/12/24 **Project Dates:** 7/1/23-12/20/23

Organization: Cocoa Youth Athletics Corp. **Project:** Building Champions One TD at a time.

1.) Provide a follow-up to the event, including a description and success of the activity, attendance, etc:

This year we had two teams to win the ACYAA Superbowl and one team to go on to win the 2023 AAU -14U Division Champs.

2.) Were the Cocoa provided monetary funds and/or in-kind services helpful?

The monetary funding was very helpful in assisting the league with teams' fees for registrations for the tournaments.

3.) Additional Comments:

Without the help of the City of Cocoa, our youth would not have a program that helps build character, discipline, friendship, and leadership skills.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Alicia Phillips
Project Administrator

4/12/24
Date

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Netayla Chapple, Treasurer
Project Financial Officer

4/12/24
Date

Attach any back up documentation, pictures, newspaper stories, etc.

City of Cocoa

Material Purchases Schedule

To be attached when utilizing City of Cocoa funds to purchase or rent materials

Submit with the After Action Statement

Date: 4/12/24

Grantee: _____ Project: Continuing to build Champions.

Vendor Name	Vendor Invoice #	Check # and Date	Project Cost	General Description
TTS		7/20/23	14,000.00	New Uniforms for the league
Academy			300.00	Purchased water tent for the heat for the kids.
		TOTAL $	$17,000.00	

Certification: I hereby certify that the purchases noted above were used in accomplishing the project.

X: Alicia Phillips — 4/12/24

Project Administrator — Date

Certification: I hereby certify that the attached documents such as, canceled checks, sales receipts, and invoices support the funded project.

X: Netalya Chapple, Treasurer — 4/12/24

Project Financial Officer — Date

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: Cocoa Youth Athletic Corp. Project Name: Continuing to Build Champions

		SCORE
1. New or expanded program for the organization? If Yes, the applicant receives **10 points.**	**Yes** [ ] **No** [X]	0
2. How many Cocoa residents will be served with this project? Applicant can receive up to **20 points** in this section. Majority of recipients = **20 points;** Half of recipients served = **10 points.**	**Number** [200]	20
3. Were Cocoa volunteer residents used in the implementation of this project? If yes, the applicant receives **10 points.**	**Yes** [X] **No** [ ]	10
4. What impact will this project have on the community? The following will be considered: Enhances quality of life for Cocoa residents. Programs for children, seniors, families, and/or disabled. Unique to the Cocoa community Fills an unmet need in the Cocoa community Has record of community support Educational and informational benefits Applicant may receive up to **50 points** in this section		50
5. Has the applicant demonstrated the ability to execute their proposed project? Applicant may receive up to **20 points** in this section.	**Yes** [X] **No** [ ]	20

6. COMMENTS:

_____

_____

_____

_____

_____

Total Score 100

Minimum threshold met?: **Yes** [X] **No** [ ]

Forwarded to City Attorney for review: **Yes** [X] **No** [ ] **Date:** 07/11/2024

Meets municipal purpose?: **Yes** [X] **No** [ ]

City Council: _____ **Approved:** **Yes** [ ] **No** [ ]

Approved 04/06

Legislation Details (With Text)

File #:	24-468	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	8/13/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	Approve the Final Assessment Resolution 2024-078 for Fire Protection, for Fiscal Year 2025. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	fy25_cocoa_fire_assessment_tech_memo_20240711.pdf Final Fire Assessment Resolution 24-078.pdf FT Proof of Publication.pdf AFFIDAVIT OF MAILING Fire Assessment Resolution.docx.pdf DR-408A Certificate to Non-AD Valorem (Fire).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 13, 2024
Agenda Date: August 27, 2024
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve the Final Assessment Resolution 2024-078 for Fire Protection, for Fiscal Year 2025.

BACKGROUND:

On May 9, 2006, City Council approved Ordinance 20-2006 (“Ordinance”) that adopted a fire protection assessment to partially fund the provision of fire protection and first response medical services (“rescue”) (collectively “fire protection services”) to properties within the City. Each year as part of the budgeting process, City Council must adopt the fire assessment rate schedule for the upcoming budget year.

In May 2013, the City entered into a contract with Stantec (Burton & Associates, Inc.), to conduct a study for purposes of updating the City’s fire protection assessment using a revised methodology that is based upon the availability of fire protection services to all parcels within City limits and the protection from loss of structures on improved parcels within City limits. In addition, the new methodology was used to develop a rate structure that will partially fund the City’s cost to provide fire protection services consistent with the authority set forth in the Ordinance. The results of the Study and recommendations are reported in the “FY2014 Non-Ad Valorem Fire Protection Assessment Study Final Report” dated August 7, 2013, which was presented to City Council on August 13, 2013.

The Study was updated in July 2015 with the objective to develop an updated methodology that will result in assessment rates that will recover a portion of the full cost of providing fire protection service to properties within the City limits in proportion to the benefit received and to more equitably apportion the cost to vacant properties. Calculations to determine the rate structure include all appropriate costs to operate the City's Fire Department except for distinct costs attributable to emergency medical services, as required by law. Revenue from the fire protection assessment will be utilized to sustain the current level of service and to partially fund construction of new fire stations in future fiscal years.

The Final Assessment Resolution for FY2017 was approved by City Council on September 6, 2016 with the recommendation of a 3% increase to the Fire Assessment rate, which was incorporated into the General Fund Sustainability Analysis. Based on this analysis, it was determined that the rate increase would provide sufficient revenues for projected operations, maintenance costs, and the Fire Department's capital improvement plan.

During the FY2018 Budget Workshop on June 29th, 2017, City Staff presented to City Council, Stantec' s (Burton and Associates) recommendation of a proposed 5% increase to the Fire Assessment rate, which was incorporated into the General Fund Sustainability Analysis. Based on this analysis, it was determined that the rate increase would provide sufficient revenues operations, maintenance costs, and the Fire Department's capital improvement plan. The additional 2% over the projected 3% which equals the proposed 5%, provided for the full amount of debt service incurred for the construction of the City's three (3) fire stations. The original debt service was projected at $425,000 per year; however, after securing the debt the annual debt service amounted to approximately $465,000 per year. On September 5, 2017, City Council approved Final Fire Assessment Resolution 2017-78, with the recommended 5% increase.

At the September 5, 2018 City Council meeting, Staff recommended that the City Council approve the Final Fire Assessment Resolution inclusive of a 3% increase. For the purposes of this non-ad valorem assessment, benefited parcels are all parcels within the jurisdictional limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, rights-of-way/buffers and other properties exempted by law, agreement, or other lawful action of the City Council. Additionally, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment.

On September 11, 2019 at the City Council Meeting, Staff recommended a 3% increase to Fire Assessment Rates for the FY2020 Budget. The rate increase was approved and the Final Assessment Resolution was Adopted by City Council, which supported 43% of the Fire Departments Budget.

On September 9, 2020 at the City Council Meeting, Staff recommended a 3% increase to Fire Assessment Rates for the FY2021 Budget. The rate increase was approved and the Final Assessment Resolution was Adopted by City Council, which supported 42% of the Fire Departments Budget.

On September 14, 2021 at the City Council Meeting, Staff recommended a 3% increase to Fire Assessment Rates for the FY2022 Budget. The rate increase was approved and the Final Assessment Resolution was Adopted by City Council, which supported 44% of the Fire Departments Budget.

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On August 23, 2022 at the City Council Meeting, Staff Recommended a 3% increase to Fire Assessment Rates for the FY2023 Budget. The rate increase was approved and the Final Assessment Resolution was Adopted by City Council, which supported 43% of the Fire Departments Budget.

On August 22, 2023 at the City Council Meeting, Staff Recommended a 3% increase to Fire Assessment Rates for the FY2024 Budget. The rate increase was approved and the Final Assessment Resolution was Adopted by City Council, which supported 41% of the Fire Departments Budget.

At the July 10, 2024 Budget Workshop, City Council approved the recommendation by Stantec and City Staff, to build in a 3% increase to Fire Assessment Rates within the FY25 Budget. Per Ordinance it is required that the City Council first approve a Preliminary Assessment Resolution, which was approved at the August 13, 2024 Council Meeting. After the approval of the Preliminary Assessment Resolution, the City Council is required to hold a Public Hearing, in accordance with the Ordinance and Florida Statutes, for purposes of adopting a Final Assessment Resolution formally approving the fire assessment rates. The Final Assessment Hearing is held tonight August 27, 2024 at 6:00P.M., in City Council Chambers. The final approved rates are then submitted to the Brevard County Tax Collector for purposes of collecting the fire assessment on the annual non-ad valorem assessment portion of the annual property tax bill, no later than September 15, 2024.

For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue services to all parcels and the protection from loss of structures on improved parcels.

The current fire protection assessment rates adopted by City Council last year are as follows:

Fiscal Year 2024:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$242.69	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$171.59	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$10.75	$13.55

Proposed Fiscal Year 2025 is set forth below:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU

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Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$249.97	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$176.74	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$11.07	$13.55

Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to fund fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates due to ISO rating, protection from loss of property due to fire, and preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability is part of the City's strategic plan. The recommended rate structure will recover a portion of the cost of providing fire protection service to properties within the city limits for FY2025 and subsequent years in proportion to the benefit received from the fire protection service provided by the City. Costs not covered by the fire protection assessment must be met by other revenue sources within the General Fund.

BUDGETARY IMPACT:

The total amount gross revenue in FY2025 from this proposed fire protection assessment is estimated to be $3.67 million dollars, **which is ~38%** of FY2025 proposed budgeted fire protection services. Fire assessment budgeted at 95%, $3.49 million dollars, **which is ~37%** of the FY2025 proposed budgeted fire protection services.

PREVIOUS ACTION:

On May 9, 2006, City Council approved Ordinance 20-2006 that adopted a fire protection assessment to partially fund the provision of fire protection and first response medical services to properties within the City.

In reliance upon the Ordinance, the City Council has approved an annual fire assessment to fund a portion of the annual Fire Department budget since 2006.

RECOMMENDED MOTION:

Approve Final Fire Assessment Resolution 2024-078 and the Non-Ad Valorem Assessment Roll for Fire Protection Assessment Fiscal Year 2025.

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Technical Memorandum

To:	Stockton Whitten, City Manager 85 Stone Street Cocoa, FL 32922	From:	Peter Napoli, Manager 777 S Harbour Island Boulevard Suite 600 Tampa FL 33602
Project/File:	224802296	Date:	July 11, 2024

Reference: City of Cocoa Fiscal Year 2025 Fire Assessment Roll Update

Background

Stantec Consulting Services Inc. (Stantec) completed a Fire Assessment Study for the City of Cocoa (City) that was implemented in Fiscal Year (FY) 2014. Since 2015, annual updates have been performed for the Fire Assessment program and Non-Ad Valorem Assessment. This Technical Memorandum presents the results of the analysis for the Fire Assessment to be implemented for FY 2025.

Scope

The scope for the FY 2025 Fire Assessment Roll Update included the following:

1) Evaluate the need for increased Fire Assessment revenue to support the General Fund Financial Sustainability Analysis, the results of which are being delivered in a separate Report.
2) Obtain Brevard County Property Appraiser parcel data to use as the basis of the FY 2025 updated Assessment Roll.
3) Prepare an updated Non-Ad Valorem Fire Assessment Roll to include the revenue increase in the assessment to all assessed parcels as indicated in the results section of this memo.

Results

1) Based upon the analysis conducted in this year's update, the Fire Assessment rates should increase by 3.00% as shown in the table below. Note that there is no change to the Fire Assessment methodology for FY 2025.

	FY 2024	FY 2025	Increase %
Residential Rate per Dwelling Unit	$ 242.69	$ 249.97	3.00%
Tier 1 Rate per Parcel EBU [1]	$ 171.59	$ 176.74	3.00%
Tier 2 Rate per Parcel EBU [2]	$ 10.75	$ 11.07	3.00%

[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.

Reference: City of Cocoa Fiscal Year 2025 Fire Assessment Roll Update

The updated Non-Ad Valorem Assessment Roll submitted to the City for review indicates a total billed assessment revenue of $3.67 million or estimated collected revenue of $3.49 million at the assumed 95% collection rate for FY 2025. These revenues, in combination with a subsidy from the General Fund for the remaining costs of providing Fire Protection services, will sufficiently fund the Fire Department's projected operations and maintenance costs and capital improvement program. The General Fund Sustainability Analysis performed separately from this project provides for the projected financial dynamics of the General Fund and shows the sustainable 10-year projection with the 3.0% increased Fire Assessment rate adjustments included therein.

The City's projected Fire Assessment revenue must provide sufficient funding for the annual debt service requirements of the Series 2016 Fire Assessment Bonds (Fire Stations) and the Series 2014 Note (Fire Apparatus). This year's analysis confirms the City's projected Fire Assessment revenues will maintain the City's policy, requiring revenues at least 1.25 times greater than the annual debt service requirements, and ensure the adequate funding of the debt service requirements for the debt service amount due in FY 2025.

A Fire Assessment Roll is being delivered separately to reflect all current assessable parcels. Any parcels that are receiving the Fire Assessment for the first time are required to be noticed via first class mail and a list of those parcels have been provided to the City. A separate roll is delivered for use by the Brevard County Property Appraiser and Tax Collector for TRIM purposes. Upon review and any revisions, the final roll will be delivered for the FY 2025 tax bills.

If you have any questions or would like to discuss this Technical Memorandum, please do not hesitate to call me at (904) 671-0117.

Respectfully yours,

STANTEC CONSULTING SERVICES INC.



Peter Napoli
Senior Manager
Mobile: 904-671-0117
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CITY OF COCOA, FLORIDA

FIRE PROTECTON ASSESSMENT
FINAL ASSESSMENT RESOLUTION

RESOLUTION NO. 2024-078

ADOPTED AUGUST 27, 2024

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RESOLUTION No. 2024-078

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, PROVIDING FOR THE ADOPTION OF THE FINAL ASSESSMENT RATE AND FINAL ASSESSMENT ROLL RELATING TO THE DELIVERY AND FUNDING OF FIRE PROTECTION SERVICES AND FACILITIES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 20-2006 WITHIN THE ENTIRE AREA OF THE CITY TO FUND FIRE PROTECTION SERVICES AND FACILITIES; ESTABLISHING FIRE ASSESSMENT RATES FOR CITY FISCAL YEAR 2024/2025; ESTIMATING THE FIRE PROTECTION COSTS TO BE RECOVERED THROUGH SUCH ASSESSMENTS; RESTATING THE MAXIMUM ASSESSMENT RATE AND METHOD OF APPORTIONING THE BENEFITS AND COSTS OF FIRE PROTECTION SERVICES AND FACILITIES AMONG AFFECTED REAL PROPERTY PREVIOUSLY ADOPTED BY THE CITY COUNCIL BY RESOLUTION 2015-057; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Cocoa, Florida is adopted pursuant to City Ordinance No. 20-2006, Sections 166.021, 166.041 and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Final Rate Resolution as defined in the Assessment Ordinance. All capitalized words and terms not

otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all Parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the fire protection services, programs or facilities identified or contemplated in this Resolution and included in the Assessment Roll.

"Assessment Study" means the City of Cocoa FY 2016 Fire Protection Assessment Study, dated August 5, 2015, as updated by the FY 2017 Fire Protection Assessment Study, dated July 25, 2016, prepared by Burton & Associates, as updated by the Technical Memorandums prepared by Stantec, dated August 4, 2017, August 9, 2018, August 6, 2019, August 18, 2020, July 27, 2021, July 26, 2022, July 12, 2023 and July 11, 2024 as may be further amended in writing.

"Assessment Ordinance" means City Ordinance No. 20-2006, as may be amended from time to time, or its successor in function.

"City" means the City of Cocoa, Florida.

"City Clerk" means the clerk of the City Council.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Fire Protection Assessments or such person's designee.

"City Council" means the governing body of the City of Cocoa, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Tax Parcel" or "Parcel" means a parcel of property to which the Brevard County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. In addition, and supplemental to the findings adopted by the City Council in Ordinance No. 20-2006, it is hereby ascertained, determined and declared as follows:

(A) The constant preparedness to provide fire protection services, facilities and programs possesses a logical relationship to the use and enjoyment of real property by: (1) preserving and/or enhancing property values, marketability and ability to develop for all parcels; (2) protecting the value of the improvements and structures through the continual availability of fire control and provision of fire protection and associated rescue services; (3) protecting the life and safety of intended occupants in the use and enjoyment of real property; (4) lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection and associated rescue program within the City; (5) providing protection for uninsured or underinsured property and property owners; and (6) containing the spread of fire incidents, sometimes occurring on unimproved property, with the potential to spread and endanger the value, structures and occupants of nearby property, thereby limiting liability.

(B) The City Council has carefully considered the Assessment Study which describes an apportionment methodology based upon the benefit conveyed by readiness-to-serve availability of fire protection service provided by the City to all parcels (improved and unimproved), and an additional benefit that this availability of service provides to improved property by the protection from the loss of the structures on

improved parcels through the ability to obtain insurance at attractive rates and the ability of the City to respond to and suppress a fire, and has considered the recent decision of the Florida Supreme Court, Morris v. City of Cape Coral, 163 So. 3d 1174 (Fla. 2015), which upheld a similar methodological approach recommended by Burton & Associates that apportioned costs based on the general availability of fire protection services to all property owners in tier 1, and in tier 2, provided the additional benefit to improved property owners of protecting structures from damage.

(C) Readiness to serve apportionment is based upon the premise that real property receives a substantial benefit from the mere presence and availability of on-call fire protection services and facilities. Such benefit is independent of, and enjoyed even in the absence of, a call or need for actual service. A given Tax Parcel is benefited over time by that availability alone, even when that Tax Parcel does not generate a call for service, through increased value and marketability, development potential, heightened use and enjoyment of the property, and reduced insurance premiums.

(D) The City expends substantial and measurable resources each year in maintaining a constant state of availability, readiness and preparedness which is the primary function of the Fire Department. Preparedness costs are generally those incurred in providing the personnel, operations and facilities necessary for continual, around-the-clock readiness to serve fire protection. Aside from annual inflationary adjustments and atypical expenditures necessitated in a given budget cycle, such costs remain relatively

static and unchanged from year to year and are therefore predictable with accuracy across consecutive budget cycles. Preparedness costs are not determined by the nature of an actual fire event or the whether a Tax Parcel is improved or un-improved and are incurred even when the department remains on standby.

(E) Preparedness costs associated with readiness to serve will be incurred without regard to the nature, extent or duration of actual deployments, or the improved or un-improved status of an individual Tax Parcel, and logically apply to every Tax Parcel (or parcel equivalent for un-improved parcels) of real property in the City. However, in the City's current fire assessment rate structure, residential properties are assessed an equal amount per dwelling unit and it was determined to maintain that same feature in the proposed assessment rate structure. Therefore, it was determined that residential dwelling units share in the preparedness costs equally per dwelling unit. Un-improved parcels are converted to parcel equivalents, or parcel equivalent benefit units (parcel EBUs) by dividing the subject parcel's acreage by the average size of improved parcels of the same property class. Preparedness costs are logically related to the number of Tax Parcels/Dwelling Units/parcel EBUs) which, in the aggregate, define the geography of the City and establish the basic service area within which the City must ensure preparedness and readiness to serve. Such preparedness costs are equitably and reasonably shared by all Tax Parcels/Dwelling Units /parcel EBUs on an equal basis since each Tax

Parcel/Dwelling Unit /parcel EBU benefits in a substantially similar degree from the readiness to serve aspect of such costs.

(F) All Tax Parcels/Dwelling Units/parcel EBUs within the City receive a substantially similar special benefit from the availability of fire protection services and facilities provided by the City, because the fire protection resources are maintained throughout the City at the same state of response readiness and availability to all Tax Parcels/Dwelling Units/parcel EBUs.

(G) The City maintains its fire protection resources at a level that provides a response readiness condition to respond to calls for service throughout the City at relatively equal levels of service. When needed, responses are made to calls for service without discrimination as to the property type, location within the City, or any other factors specific to the property requiring the service.

(H) Therefore, all properties, improved and unimproved, receive a special benefit from the very availability of the City's fire protection services and facilities, and improved Tax Parcels also receive an additional special benefit in the protection from the loss of structures on the property afforded by 1) the ability to obtain fire insurance at attractive rates, and 2) the availability of the fire protection services provided by the City to actually suppress a fire and protect the structure(s) on the property from damage and/or loss. The special benefits provided to all Tax Parcels/Dwelling Units/parcel EBUs,

improved and unimproved, by the availability of fire protection services and facilities provided by the City include but are not limited to:

(1) Availability of immediate response to fire,

(2) First responder medical aid to protect the life and safety of occupants,

(3) Containment of liability for emergency incidents on the subject Tax Parcels and the spread of fires to other property,

(4) Enhanced property value, and

(5) Enhanced marketability of and/or ability to develop property.

(I) In addition to the above special benefits that are conferred upon all Tax Parcels/Dwelling Units/parcel EBUs in the City, additional benefits are conferred upon improved Tax Parcels including protection from the loss of structures on the property due to fire by virtue of:

(1) The ability to obtain fire insurance and to obtain that insurance at attractive rates because of the availability of fire protection service, and

(2) Protection of loss of structures provided by the availability of fire suppression service provided by the City.

(J) Accordingly, the apportionment methodology described in the Assessment Study recognizes two tiers of benefit: Tier 1, the simple availability of fire protection service which is available equally without discrimination to all Tax Parcels/Dwelling

Units/parcel EBUs of all types within the City by virtue of the continued state of readiness to provide fire protection service that is maintained by the City, and Tier 2, the protection from the loss of structures on the property provided by the availability of fire protection service by the ability to obtain fire insurance, and the continued state of readiness maintained by the City so that when actual calls for service are received the City can provide fire suppression service to protect property owners from the loss of structures on their property. As with the Tier 1 readiness costs, the Tier 2 costs for the structure value on all improved residential parcels is allocated equally per dwelling unit to all dwelling units on those parcels; thus, the combined Tier 1 costs per dwelling unit plus the Tier 2 costs per dwelling unit result in a uniform, equal assessment rate per dwelling unit for all dwelling units on improved residential parcels.

(K) The fixed, non-discretionary costs of the Fire Department comprising Tier 1 are generally the personnel costs that must be incurred independent of the number of calls for service (which are total personnel costs less the portion of personnel costs involved in actually responding to calls for service) plus lease payments and capital expenses. The Assessment Study has determined that such Tier 1 costs represent approximately 60% of total fire protection costs.

(L) Tier 2 costs associated with protection from loss of structures on property include all other costs that are not included in Tier 1. Such Tier 2 costs include the portion of personnel costs involved in actually responding to calls for service, plus other costs

that are incurred relative to variable drivers such as fuel, equipment maintenance, and other operating costs. The Assessment Study has determined that such Tier 2 costs represent approximately 40% of total fire protection costs.

(M) Improved properties benefit from the protection from loss of the structures on the Tax Parcels. The protection from the loss of the structures due to fire is best represented by the protection from the loss of the investment in the structure(s) or the avoidance of the cost of replacing the structure(s) on the property. This protection from loss is conferred on such Tax Parcels by the availability of the fire protection services provided by the City either through the ability to obtain fire insurance or by the ability of the City to provide actual fire suppression services, whether or not a request for service is ever received.

(N) The actual investment or replacement cost of the structure(s) on the Tax Parcels in the City is not readily available and would require inordinate resources to determine and maintain over time. However, the structure values on tax parcels analyzed annually pursuant to state law and kept in the County Property Appraiser's database are readily available and are the best data reasonably available as a surrogate representation of the relative investment or replacement cost of structures on each Tax Parcel in the City as compared to the investment or replacement cost of structures on all Tax Parcels in the City. Therefore, it is appropriate to apportion the costs associated with

Tier 2 based upon the relative value of structures on improved Tax Parcels as contained in the Property Appraiser's database.

(O) Apportionment associated with Tier 2 based upon structure value inherently addresses the higher and proportionate benefit accruing to properties facing potentially greater financial loss in the event of fire incident and is a direct and logical means to allocate the costs and benefits of fire protection services and facilities associated with Tier 2.

(P) Besides cost and efficiency advantages associated with relying upon a publicly maintained database for apportionment metrics, a methodology utilizing structure value is advantageous because it is uniform across all Tax Parcels in its application of value as a proxy for measuring and allocating the relative benefit conveyed to each improved Tax Parcel. Tax Parcels with similar structure value are assessed with proportionate fairness, and the methodology provides an internal system of controls which is self-correcting in that valuation may change over time according to improvements, redevelopment and other factors and such changes in value will be addressed automatically each subsequent year in accordance with the latest structure value determined by the Property Appraiser. In Morris v. City of Cape Coral, 163 So. 3d 1174, 1179 (Fla. 2015), the Florida Supreme Court found that the "use of property appraiser's structure value is reasonable because the property appraiser is statutorily required to use replacement cost to determine this value."

(Q) Utilizing improvement value as one factor among several considered in a given methodology is fair, reasonable and equitable since the resulting assessments form a logical valuation base against which the special benefits and costs may be multiplied or determined.

(R) In the City's current fire assessment rate structure, residential properties are assessed an equal amount per dwelling unit. It was determined to maintain that same feature in the proposed assessment rate structure. Therefore, the assessment rate per residential dwelling unit was calculated as the sum of the Tier 1 costs for all improved residential parcels plus the Tier 2 costs for all residential parcels divided by the total number of dwelling units on all improved residential parcels to derive the average assessment per dwelling unit.

(S) The two-tiered apportionment methodology relies upon the property database maintained by the Property Appraiser in the normal course of performing his or her constitutional responsibilities. The database indicates the number of Tax Parcels within the City, each Tax Parcel's status as improved or unimproved, and the structure or improvement value associated with each. The number of Tax Parcels and structure value are updated by the Property Appraiser as properties within the City develop or combine, split or subdivide. Therefore, the fire assessments will be essentially self-correcting as the assessment roll is updated each year and unimproved Tax Parcels upon which structures have been constructed are reclassified as improved Tax Parcels and their

assessments are adjusted accordingly. Furthermore, this database can be accessed from year to year without extraordinary effort or cost to the City and provides a stable, reliable, reasonably accurate and cost-effective basis for annual administration and updating of the assessment program.

(T) Use of such publicly maintained data avoids duplication of efforts and the ongoing expenses associated with the City developing and maintaining apportionment metrics on its own, thereby resulting in cost-efficient administration and use of public resources. The City avoids expending substantial resources in determining the factors upon which the methodology is based and administered over time because it relies upon the database developed, compiled and maintained by the Property Appraiser each year during the course of performing his or her constitutional responsibilities, at no additional cost to the Property Appraiser or the taxpayers of the City.

(U) Furthermore, if the owner of Assessed Property owner felt in any given year that the benefit to their Tax Parcel was inequitable, there is an appeal process already in place and administered by the countywide value adjustment board by which to seek remedy. If the value adjustment board or Property Appraiser, through existing statutory procedures, reduces the structure valuation associated with a given Tax Parcel, the fire assessment would likewise be reduced, automatically, as the annual assessment roll is updated with no further effort required by the property owner - an additional example of the self-correcting, equitable and cost-efficient nature of the methodology.

Additionally, the City has also established an administrative appeal process to hear inequitable claims made by an owner of vacant Assessed Property pursuant to Resolution No. 2013-143.

(V) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may determine to fund all or a portion of an essential service or improvement, such as fire protection services and facilities, with general fund or other legally available revenues. The determination as to whether to contribute such other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council.

(W) Stated in the alternative, there is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. The City Council may annually determine as a matter of public policy and tax equity to impose Fire Protection Assessments at a rate less than necessary to fund all or any specific portion of the Fire Protection Assessed Costs. Costs incurred in providing fire protection services and facilities not otherwise funded through Fire Service Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of budget allocation or expense otherwise funded by a special assessment, in part to one tier or class of any budget allocation or expense, or in any combination thereof, and maintain the

validity of the apportionment. The flexibility is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion and equity vested in the City Council. However, in no event shall any annual rate of Fire Protection Assessment exceed the maximum assessment rate previously noticed to the affected land owners without further notice and public hearing pursuant to the Assessment Ordinance.

(X) The findings and legislative determinations contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon the two distinct tiers or classes of apportionment allocation described herein. The two tiers, when used together, provide a legal, flexible and equitable means for the City to fairly and reasonably allocate assessable benefits and costs among Assessed Property in the City.

(Y) The apportionment among Tax Parcels of a portion of the City's annual budget for fire protection services, facilities and programs necessary for providing the continual readiness to provide fire protection is hereby determined to be a fair and reasonable means to annually allocate and share the benefits and costs associated therewith.

(Z) The benefits derived from the continual readiness to provide fire protection services, facilities and programs as to each Tax Parcel subject to the Fire Service Assessments

equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.

(AA) The City Council hereby finds and determines that the Fire Protection Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding fire protection services and facilities by fairly and reasonably allocating a portion of the costs associated therewith among specially benefited property.

(BB) The City Council also recognizes and finds that the City of Cocoa's fire assessment was recently validated on August 18, 2016 by the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida in case No. 05-2016-CA-025719 for purposes of securing funding for the construction of three new fire stations, and the City Council continues to rely on said validation for purposes of levying the Fire Protection Assessments to be imposed in accordance with this Resolution.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED FIRE PROTECTION ASSESSED COST.

(A) The estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments for the Fiscal Year commencing October 1, 2024, is approximately

$3.48 million. The Fire Protection Assessed Cost will be funded through the imposition of Fire Protection Assessments, as provided herein.

SECTION 2.02. ASSESSMENT ROLL. The Preliminary Assessment Roll, which was approved by Resolution No. 2024-071, and which is currently on file with the City Clerk and incorporated herein by this reference, is hereby approved, as may have been expressly directed by the City Council to be modified during the hearing at which this Resolution was adopted by the City Council. The Assessment Roll shall include all Tax Parcels within the City which are not otherwise exempted from payment of the Fire Protection Assessments hereunder.

ARTICLE III

ASSESSMENTS

SECTION 3.01. FIRE PROTECTION ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. Fire Protection Assessments are to be imposed throughout the entire area contained within the boundaries of the City in accordance with the Assessment Ordinance and the Final Assessment Resolution.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Fire Protection Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Fire Service Assessment for each Fiscal Year shall constitute a lien

upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments until paid, as provided in the Assessment Ordinance and in accordance with Florida law.

SECTION 3.03. APPORTIONMENT.

(A) The Assessment Study is hereby ratified and incorporated herein in its entirety. The apportionment method set forth therein is hereby ratified as the apportionment method for the Fire Protection Assessments authorized by this Resolution. The Final Assessment Rates for Fiscal Year 2024/2025, which are set forth in the following rate schedule, are hereby levied and imposed on all Tax Parcels described in the Assessment Role as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$249.97	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)*	All improved and un-improved non-exempt parcels	$176.74	$216.45
Protection from Loss of Structures	Per $5,000 of structure value (Structure EBU) rounded down to the nearest $5,000.	Improved non-exempt parcels	$11.07	$13.55

* The minimum size per parcel equivalent was determined to be 5 acres based upon an evaluation of the range of size of developed parcels. Thus, it was determined that un-improved properties will be converted to EBU by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres/EBU to determine the number of EBUs for the parcel.

(B) The Maximum Assessment Rate for the residential and non-residential assessment set forth in the rate schedule were previously approved by the City Council

by Resolution No. 2015-057 and are hereby being restated and shall continue to be the maximum rate for this next and all subsequent City fiscal years until otherwise modified by the City Council.

(C) Based upon the projections concerning net revenue requirements set forth in the Assessment Study, the Assessment Roll for subsequent Fiscal Years may reflect increases in the assessment rates up to and including the maximum rates presented in the rate schedule in Section 3.03.(A).

(D) The amount of the annual Fire Protection Assessment imposed against Assessed Property may include a pro rata share of the costs and expenses associated with collection and administration of the Fire Protection Assessments each year.

(E) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Protection Assessments shall be utilized for the provision of fire protection services and facilities. In the event there is any fund balance remaining at the end of the 2024-2025 Fiscal Year, such balance shall be carried forward and thereafter used only to fund fire protection related services, facilities, improvements and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Fire Protection Assessments for the 2024-2025 Fiscal Year shall be collected pursuant to the direct billing method provided for in the Assessment Ordinance, and each year thereafter pursuant to the Uniform Assessment Collection Act as provided for in the Assessment Ordinance, unless otherwise determined by the City Council.

SECTION 3.06. EXEMPTION.

(A) Tax Parcels assigned the following Florida Department of Revenue property use codes (DOR codes) by the Property Appraiser are not subject to the Fire Protection Assessment contemplated hereunder; provided, however, that the costs associated with the exemption of such Tax Parcels shall be funded through other legally available revenues of the City and not through Fire Protection Assessments imposed hereunder.

DOR Code	DOR Description	Parcel Count
465	CONDOMINIUM - MISCELLANEOUS (NOT COVERED	59
499	NON-TAXABLE CONDOMINIUM COMMON AREA	60
8010	SCHOOL (PUBLICLY OWNED) - VACANT	1
8020	COUNTY OWNED LAND - VACANT (THAT DOES	5
8040	HOUSING AUTHORITY - VACANT	13
8060	STATE OWNED LAND - VACANT (THAT DOES NOT	15
8080	MUNICIPALLY OWNED LAND - VACANT (THAT	78
8300	SCHOOL (PUBLICLY OWNED) - IMPROVED	7
8400	COLLEGE	1
8610	COUNTY OWNED LAND - IMPROVED (THAT DOES	6
8640	BREVARD COUNTY-OWNED (AGENCY OTHER THAN	1
8660	HOUSING AUTHORITY - IMPROVED	37
8710	STATE OWNED LAND - IMPROVED (THAT DOES	4
8810	FEDERALLY OWNED LAND - IMPROVED (THAT	1
8910	MUNICIPALLY OWNED LAND - IMPROVED (THAT	33
9105	LOCALLY-ASSESSED RAILROAD PROPERTY	14
9170	WATER & SEWER SERVICE	3
9400	RIGHT OF WAY STREET, ROAD, ETC - PUBLIC	-
9410	RIGHT OF WAY STREET, ROAD, ETC - PRIVATE	1
9499	ASSESSMENT ARREARS	-
9500	RIVERS AND LAKES	1
9510	SUBMERGED LANDS	2

In addition, the following are exempt from the fire protection assessments: (i) cemeteries; and (ii) and vacant (un-improved) parcels that contain jurisdictional wetlands, but only for the portion of the parcels that are jurisdictional wetlands as those portions do not receive material benefit from fire protection service.

(B) Tax Parcel classifications indicative of special designations used by the Property Appraiser for recordkeeping purposes which do not represent actual or assessable Tax Parcels are not subject to the Fire Protection Assessments contemplated hereunder (e.g. header records).

(C) Notwithstanding anything herein to the contrary, the City Council reserves the right and ability in the future to impose Fire Protection Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

3.07 EFFECT OF FINAL RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein and in the Preliminary Assessment Resolution including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property; the method of apportionment and assessment; the initial rate of assessment; the levy and lien of the fire protection assessment; the method by which the assessments will be computed, the Assessment Roll, and the Maximum Assessment Rate unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action on this Final Assessment Resolution. However, this Section shall not be construed or interpreted as conflicting with or abrogating the provisions of Section 75.09, Florida Statutes, that provides that the City's bond validation judgment shall forever be conclusive as to all matters adjudicated against the City and all parties affected thereby, including all property owners, taxpayers and citizens of the City, and all others having or claiming any right, title or interest in property to be affected by the issuance of said bonds, certificates or other obligations, or to be affected in any way thereby, and the validity of any future City bonds, certificates or other obligations or of any taxes,

assessments or revenues pledged for the payment thereof, or of the proceedings authorizing the issuance thereof, including any remedies provided for their collection, shall never be called in question in any court by any person or party. In addition, nothing contained in this Section shall be construed as prohibiting the City from presenting any legal arguments that actions filed against the validity or effectiveness of the City's fire assessment have been waived, estopped, forfeited or bared by the actions or inactions of any plaintiff, previous legal actions or the passage of time.

3.08 DELIVERY TO TAX COLLECTOR. The Assessment Roll, as approved by this Final Assessment Resolution, shall be delivered to the Tax Collector by the City Manager or his designee, as required by the Uniform Assessment Collection Act.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. However, nothing herein is intended to repeal or modify the administrative appeal process for vacant (unimproved) land which is set forth in Resolution No. 2013-143. Upon adoption of the 2024/2025 Final Assessment Resolution, Resolution No. 2013-143 shall be deemed supplemental to the 2024/2025 Final Assessment Resolution subject to severability as set forth in Section 3(b) of Resolution No. 2013-143.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 27th day of August, 2024.

CITY COUNCIL OF
COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

Attest:

By: _____
Monica Arsenault, City Clerk

APPENDIX A

PROOF OF PUBLICATION

APPENDIX B

AFFIDAVIT OF MAILING

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Monica Arsenault
Accounts Payable
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 Main Legal CLEGL, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

08/05/2024

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 08/05/2024

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

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NANCY HEYRMAN
Notary Public
State of Wisconsin

NOTICE OF HEARING TO ADOPT NON-AD VALOREM FIRE PROTECTION ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Fire Protection Assessment non-ad valorem assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2006 previously adopted by the City Council in 2006. The proposed updated rates will not exceed the maximum rate per EBU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment. Additionally, the City's Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida, in Case No. 05-2016-CA-025719.

The public hearing will be held on August 27, 2024, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Final Assessment Resolution and receiving public comment on the proposed assessment. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing.

The non-ad valorem assessment will fund a portion of the cost of the provision of essential services relating to fire protection service within the City. A more specific description of the services is set forth in the Preliminary and Final Assessment Resolutions being considered for adoption by the City Council pursuant to Ordinance 20-2006. Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

Upon authorization of the non-ad valorem Fire Protection Assessment for fiscal year 2024/2025 and thereafter, the fire protection non-ad valorem assessment will be billed by and collected by the Brevard County Tax Collector on the ad valorem tax bill to be mailed in November. In accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, failure to pay this or any non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in a loss of title to real property that is subject to the non-ad valorem assessment.

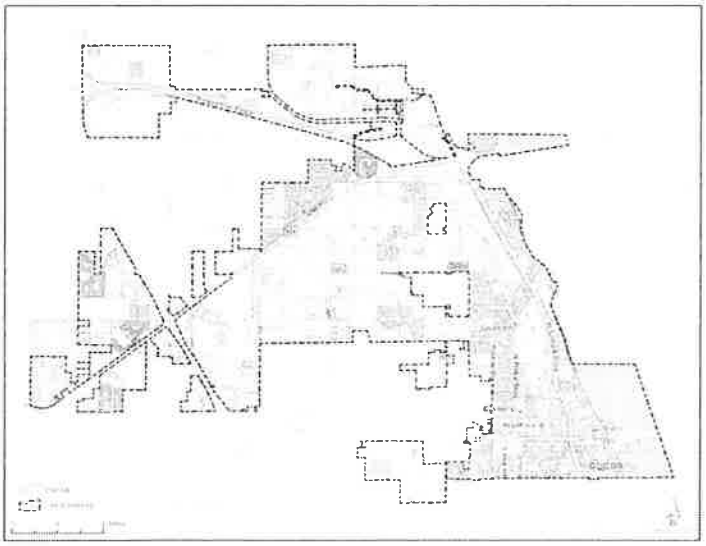
For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, rights-of-way/buffers and other properties exempted by law, agreement, or other lawful action of the City Council. In addition, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment. For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue service to all parcels and the protection from loss of structures on improved parcels and the rate schedule is as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU (1)	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$249.97	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$176.74	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$11.07	$13.55

(1) Parcel EBU is the Tier 1 equivalent benefit unit representing a parcel for improved parcels and a parcel equivalent (EBU) for un-improved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres to determine the number of EBUs for the parcel.

In addition, annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to provide fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa. The total amount of revenue to be collected by the City of Cocoa in FY 2024/2025 under the non-ad valorem assessment program is estimated to be approximately $3.49 million.

If you have any questions, please contact Lora Howell, Deputy Finance Director, at (321) 433-8611, Monday through Friday between 8:00 a.m. and 5:00 p.m.



CITY COUNCIL

CITY OF COCOA, FLORIDA

FT-39089308

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Rebecca J. Bowman, City of Cocoa Finance Director, whose business address is 65 Stone Street, Cocoa, Florida after being duly sworn, deposes and say:

I, Rebecca Bowman, have been designated by the City Manager of Cocoa, Florida, to mail the notices required by Section 2.05 of Resolution No. 2024-071, adopted by the City Council of Cocoa, Florida on August 13, 2024 (the "Preliminary Assessment Resolution"). On or before August 7, 2024, I mailed or directed the mailing of thirty-six notices in accordance with Section 2.05 of the Preliminary Assessment Resolution by first class mail, to each owner of property within the City of Cocoa Fire Assessment Area who was required to receive such notice in conformance with the requirements of Ordinance No. 20-2006, enacted by the City Council of Cocoa, Florida, at the address shown on the real property assessment tax roll maintained by the Brevard County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

Rebecca J. Bowman,
Finance Director
City of Cocoa

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by Rebecca J. Bowman, Finance Director of the City of Cocoa, Florida who is ✓ personally known to me or ____ who has produced _____as identification and did take an oath.

ABIGAIL BASS
MY COMMISSION # HH 199469
EXPIRES: November 16, 2025
Bonded Thru Notary Public Underwriters

Notary Signature and Stamp

DR-408A
N. 02/91

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the City of Cocoa, located in Brevard County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 27th day of August, 2024.
year

Chairman of the Board or authorized agent

of City of Cocoa
Name of local government

Brevard County, Florida

Legislation Details (With Text)

File #:	24-469	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	8/13/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	Approve the Final Assessment Resolution 2024-079 for Stormwater Utility Services, Fiscal Year 2025.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	fy24_cocoa_stmwtr_final_report.pdf 2024-079 Final Stormwater Resolution .pdf FT Proof of Publication.pdf AFFIDAVIT OF MAILING Stormwater Assessment Resolution .docx.pdf DR-408A Certificate to Non-AD Valorem (Fire).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 13, 2024
Agenda Date: August 27, 2024
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
Requested Action:
Approve the Final Assessment Resolution 2024-079 for Stormwater Utility Services, Fiscal Year 2025.

BACKGROUND:

In 1992, the City of Cocoa established a Stormwater Utility Fee (City Ordinance, Sec. 22-85), to fund operating and capital projects and to maintain the City's drainage, ditches, swales, piping, inlets, manholes, and retention/detention ponds. At that time, a complete evaluation of all pervious and impervious surfaces, on non-residential and undisturbed parcels within the City limits, resulted in the development of a calculation inclusive of both surfaces. Residential properties assigned a Single-Family Unit (SFU) rate, for parcels, under 5 acres and residential properties over 5 acres were inclusive of a pervious surface component and multi-family residential units assigned the (SFU) rate per unit.

December of 2018, the City contracted with Stantec Consulting, to develop a 10-year financial plan for the Stormwater Fund. City Staff provided our consultant with audited FY 2018 financial information and the amended FY 2019 budget, to assist with the 10-year financial plan modeling. Mead and Hunt, one of the City's engineering firms, was simultaneously evaluating capital and water

quality needs and developing a 10-year work plan for the stormwater utility, including new regulatory requirements for the Indian River Lagoon.

At the May 14, 2019 Stormwater Utility Workshop, Stantec presented to City Council a change in methodology on the calculation and collection of fees for the Stormwater Utility. Industry supports basing Stormwater rates on impervious surface only, and not including pervious surface in the calculation, which is a complete departure from the current methodology in our Utility database. A comprehensive evaluation of the impervious surface, utilizing the Brevard County Property Appraisers Data, on all non-residential parcels inside the City limits of Cocoa, presented to City Council at this workshop. Also presented to City Council was the average impervious surface for residential properties. At the Workshop, the direction from City Council was to also validate all residential properties impervious square surface, and develop a more equitable tiered rate structure.

During the workshop, a discussion on the current method of collection ensued as there are two primary issues using the Utility Fee method of collection. A shortfall in revenue, due to vacancies/turn -over of commercial and residential properties, creating inactive utility accounts not billing for stormwater service, and the mapping of a parcel with a utility account. Example: A larger commercial parcel (strip-mall) may have ten (10) utility accounts associated with it. It is challenging and not always equitable, to assign a utility fee to each unit. In addition, if the units are vacant, the parcel is not paying for its share of the stormwater benefit they are receiving. Direction from City Council was to continue to move forward with the Uniform Method of Collection as an Assessment, verses staying with the Utility Fee method.

On June 26, 2019, the first reading of Ordinance No. 10-2019, Home Rule Stormwater Special Assessment was presented to City Council, to utilize special assessment procedures. The Ordinance approved by City Council and the second and final reading held on and approved, July 10, 2019.

On August 28, 2019, an Initial Assessment Resolution No. 2019-069, was approved by City Council as required by Ordinance. After the approval of the Initial Assessment Resolution, a Public Hearing was held on September 11, 2019, in accordance with the Ordinance and Florida Statues, for the purposes of formally adopting the Final Assessment Resolution No. 2019-071. At this time, the Stormwater rates were removed from the Utility Bills September 30, 2019.

At the July 10, 2024 Budget Workshop, City Council approved the recommendation by Stantec and City Staff, to build in a 2% increase to Stormwater Rates within the FY 2025 Budget. Per Ordinance, it is required that the City Council first approve a Preliminary Assessment Resolution, which was approved August 13, 2024. After the approval of the Preliminary Assessment Resolution, the City Council is required to hold a Public Hearing, in accordance with the Ordinance and Florida Statutes, for purposes of adopting a Final Assessment Resolution formally approving the stormwater assessment rates. The Final Assessment Hearing will be held tonight August 27, 2024 at 6:00P.M., in City Council Chambers.

The current Fiscal Year 2024 stormwater assessment rates, adopted by City Council last year are as follows:

FY 2024 Assessment Rates for Single-Family Parcels (up to three units)		
Tier 1: 400 - 2,300 sq. ft. of impervious area	Tier 2: 2,400 - 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area

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$89.08	$137.04	$238.46

The Proposed Fiscal Year 2025 Rates, inclusive of a 2% increase are as follows:

FY 2025 Assessment Rates for Single-Family Parcels (up to three units)		
Tier 1: 400 - 2,300 sq. ft. of impervious area	Tier 2: 2,400 - 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$90.87	$139.78	$243.23

The final approved rates are submitted to the Brevard County Tax Collectors for the purpose of collecting the stormwater assessment on the annual non-ad valorem assessment portion of the 2024 annual property tax bill, no later than September 15, 2024.

For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that was calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a Single-Family parcel). The annual assessment to each parcel is then determined by multiplying $139.78 as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2025 Assessment Rate for Non-Single-Family Parcels
$139.78 Per ERU

The revenue sufficiency study updated and conducted this Fiscal Year, indicate the need for a 2% increase to the Stormwater Assessment Rates in FY 2025 with annual adjustments of 4% each year thereafter. The maximum residential assessment for Tier 1, $102.09, Tier 2, $157.06 and Tier 3, $273.29, with the maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

STRATEGIC PLAN CONNECTION:

Fiscal sustainability is part of the City's strategic plan. By creating the 10-year Financial Model, the City provides an equitable rate and method of collection.

Additionally, during the City Council - Leadership Retreat and planned for the upcoming revisions to the Strategic Plan is City Council consensus to address the issue of Infrastructure (and specifically proactively managing and maintaining it) in the revised Strategic Plan.

BUDGETARY IMPACT:

The estimated gross Stormwater Assessment Revenue to be collected for Fiscal Year 2025 is $2.18 million dollars.

PREVIOUS ACTION:

January 18th and 25th and February 1st and 8th 2019 - Advertised in the Florida Today Newspaper a Resolution of Intent, to change the method of collection to one of a Uniform Method of Collection, in pursuant to section 197.3632(3)(a) of Florida Statues and the Municipal Home Rule Powers Act.

February 13, 2019, 6:00 - Held a Public Hearing on the Resolution of Intent, to allow the use of the Uniform Method of Collection, pursuant of section 197.3632 of Florida Statues. Allow the City Manager, to enter into negotiations with the Brevard County Property Appraiser and Brevard County Tax Collectors Office to bill the assessment, should the 10-year financial model deem it prudent.

May 14, 2019 6:00 - Stormwater Utility Workshop, with Mead and Hunt, Stantec Consulting, City Staff, City Council, and the Public.

May 24, 2019 - The City of Cocoa entered into agreement with the Brevard County Tax Collector and Brevard County Property Appraiser, to bill the Non-Ad Valorem Assessment, previously approve by City Council on February 13, 2019.

June 26, 2019 - First Reading of Ordinance 10-2019: Home Rule Stormwater Special Assessment, advertised in Florida Today June 6, 2019.

July 10, 2019 - Final Reading of Ordinance 10-2019: Home Rule Stormwater Special Assessment, advertised in the Florida Today newspaper June 20, 2019.

August 23, 2019 - First Class mailing to all affected parcels, with the date, time and place of the reading of the Initial Assessment Resolution as well as the stormwater assessment rate/charge.

August 23, 2019 - Advertise in the Florida Today Newspaper, the date, time and place of the reading of the Initial Assessment Resolution as well as the stormwater assessment rate.

August 28, 2019 - Initial Assessment Resolution No. 2019-069 Adopted by City Council for FY20.

September 11, 2019 - Final Assessment Resolution No. 2019-071 Adopted by City Council for FY20.

August 26, 2020 - Preliminary Assessment Resolution 2020-194 Adopted by City Council for FY21.

September 9, 2020 - Final Assessment Resolution No. 2020-196 Adopted by City Council for FY21.

September 14, 2021 - Final Assessment Resolution No. 2021-083 Adopted by City Council for FY22.

August 23, 2022 - Final Assessment Resolution No. 2022-078 Adopted by City Council for FY23.

August 8, 2023 - Preliminary Assessment Resolution 2023-083 Adopted by City Council for FY24

August 22, 2023 - Final Assessment Resolution No. 2023-088 Adopted by City Council for FY24.

August 13, 2024 - Preliminary Assessment Resolution 2024-072 Adopted by City Council for FY25

RECOMMENDED MOTION:

Approve the Final Assessment Resolution 2024-079 for Stormwater Utility Services, Fiscal Year 2025.

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Stantec

City of Cocoa, Florida

FY 2024 Stormwater Revenue Sufficiency Analysis Final Report

August 5, 2024



August 5, 2024

Mr. Stockton Whitten
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: FY 2024 Stormwater Revenue Sufficiency Analysis – Final Report

Dear Mr. Whitten,

Stantec Consulting Services Inc. is pleased to present this final report of the Fiscal Year 2024 Stormwater Revenue Sufficiency Analysis that Stantec performed for the City of Cocoa, Florida. We appreciate the fine assistance provided by you and the members of City staff who actively participated in and contributed to this study.

If you have any questions or would like to discuss, please do not hesitate to call me at (904) 671-0117 or email me at peter.napoli@stantec.com. Stantec appreciates the opportunity to be of service to the City and look forward to the possibility of doing so again in the near future.

Sincerely,

Peter Napoli
Senior Manager
Direct: (904) 671-0117
peter.napoli@stantec.com

Stantec
777 S Harbour Island Blvd
#600 Tampa, FL 33602

Enclosure

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1. INTRODUCTION

Stantec Consulting Services Inc. (Stantec) has conducted a Stormwater Revenue Sufficiency Analysis (Study) for the City of Cocoa's Stormwater Enterprise Fund (Fund). This report presents the objectives, approach, methodologies, source data, and assumptions, as well as the findings and recommendations of the Study.

1.1 BACKGROUND

The City of Cocoa (City) manages an extensive Stormwater Utility System (Utility). The Stormwater Management Division of the City is responsible for maintaining the City's drainage ditches, swales, piping, inlets, manholes, and retention and detention ponds. The Stormwater System serves to protect individual and personal property, while reducing the impacts of urban runoff to the natural environment and specifically the ecologically significant Indian River Lagoon.

While the City evaluates the level of its stormwater user fees annually as part of its budget process, this study goes beyond normal budgeting and includes a 10-year revenue sufficiency analysis for the City's Stormwater Enterprise Fund. On October 1, 2019, the City established a non-ad valorem assessment for the collection of Stormwater Utility fees on each parcel's annual tax bill. This analysis reviews the sufficiency of the revenue collected by that assessment.

1.2 SCOPE OF SERVICES

The purpose of this Study was to develop a sustainable financial plan for the City's Stormwater Utility that satisfies the projected cost of providing the desired level of service, as well as update the City's Stormwater Assessment Roll with the current year property data.

The scope of services for the Study are outlined herein:

- Revenue Sufficiency Analysis – Develop a 10-year financial plan for the Stormwater Utility to ensure that the assessments developed will provide sufficient revenues to cover all the Stormwater Utility's operations, maintenance, debt service, and capital costs, while maintaining sufficient levels of reserve funds.
- Stormwater Assessment Roll Update – Update the city's Master Account File with the stormwater assessment for each account to be billed based on updated property data, including an analysis determining changes in impervious area from the Property Appraiser data.

2. REVENUE SUFFICIENCY ANALYSIS

2.1 DESCRIPTION

This section presents the development of annual system revenue requirements and the corresponding plan of annual revenue adjustments for the Utility as identified during the Revenue Sufficiency Analysis (RSA) component of the Study. The following sub-sections of the report present a description of the source data, assumptions, and resulting multi-year financial plan, while Appendix A includes detailed supporting schedules for the financial management plan identified herein for the Stormwater Utility.

During the RSA, Stantec reviewed several alternative multi-year financial management plans and corresponding stormwater annual revenue adjustment plans through interactive work sessions with City staff. During these work sessions, we examined the impact of various inputs and assumptions upon key financial indicators summarizing the results of the forecasting model under assumed conditions. We incorporated local information and management input as we developed the recommended financial management plan for the Utility. The result is a financial plan that considers the City's current and best assumptions and data to satisfy the Stormwater Utility's revenue requirements over a multi-year projection period, while meeting key financial performance objectives and minimizing annual assessment adjustments to the greatest extent possible.

To initialize the RSA, we obtained the City's historical and budgeted financial information regarding the operation of its Stormwater Utility, as well as information pertaining to the enterprise fund's fund balance and future out-year cost requirements. We also worked with the City staff to incorporate the Stormwater Utility's multi-year capital improvement program (CIP). We discussed with City staff other assumptions and policies that would affect the performance of the Stormwater Utility, such as planned developments/property growth, capital funding sources, debt service coverage, reserve fund levels, earnings on invested funds, escalation rates for operating costs, and other considerations.

This information was entered into the financial module of our proprietary Financial Analysis and Management System (FAMS) interactive modeling system. This module of FAMS produced a 10-year projection of the sufficiency of the revenue provided by stormwater assessments to meet current and projected financial requirements. Based upon these projections, Stantec then determined the level of revenue adjustments necessary in each year of the projection period to satisfy the Stormwater Utility's annual financial requirements.

The revenue sufficiency and financial planning module of FAMS utilizes all projected available funds in each year of the projection period (after payment of operations and maintenance expenses, debt service and renewal and replacement) to pay for capital projects. The model incorporates the rules of cash application as defined and applied by City staff and produces a detailed summary of the funding sources to be used for each project in the CIP. To the extent that current revenues and unrestricted reserves are not adequate to fund all capital projects in any year of the projection period, the model identifies a borrowing requirement to fund those projects or portions thereof that are determined to be eligible for borrowing. The

FAMS model is used to develop a borrowing program that includes the required borrowing amount by year and the resultant annual debt service requirements for each year in the projection period. However, the analysis reflected herein does not include any debt funded assets or debt service requirements.

2.2 SOURCE DATA

The following sections review the various source data and assumptions supporting the Utility revenue requirements identified during the Study.

2.2.1 Beginning Fund Balance

The City's FY 2023 Annual Comprehensive Financial Report (ACFR), supporting trial balance schedules, and associated details of fund balances, as provided by City staff, were used to establish the beginning FY 2024 (October 1, 2023) balances for the revenue fund (operating fund) of the Stormwater Utility. The detailed end of FY 2023 fund balances (as of September 30, 2023) that serve as the FY 2024 beginning fund balances are presented on Schedule 2 of Appendix A.

2.2.2 Revenues

The revenues utilized in the RSA reflect an evaluation of historical results, the FY 2024 Adopted Budget, and the FY 2025 Proposed Budget. Budgeted revenues for the Stormwater Utility consist of stormwater assessment revenues and interest income. FY 2024 projected stormwater assessment revenues are based upon the FY 2024 receipts to date. Revenue projections for the remainder of the forecast represent FY 2025 projected revenues, adjusted for assumed property growth and assessment increases. Interest income is calculated annually based upon average fund balances and assumed interest rates. A summary of projected cash inflows is presented on Schedule 3 of Appendix A.

2.2.3 Operating Expenditures

The Stormwater Utility's operating expenditures include all operating and maintenance (O&M) expenses, including personnel services expenses. The RSA based the operating expenditure projections on the individual expense categories and expense amounts contained in the FY 2024 Adopted Budget and the FY 2025 Proposed Budget. The cost requirements from the FY 2025 budget were adjusted annually thereafter based upon assumed cost escalation factors that were determined in consultation with City staff. The projected operating expenditures and cash outflows (excluding the cash funding of capital) are presented on Schedule 4 of Appendix A.

2.2.4 Capital Improvement Program

The RSA utilized the capital improvement program (CIP) provided by Utility staff for FY 2025 through FY 2029, with assumptions for annual capital spending from FY 2030 through FY 2034. For capital expenditures beginning in FY 2025, the RSA includes an annual cost inflation factor of 3.0%, based upon recent increases observed in the Engineering News Record - Construction Cost Index, to account for

inflation in the future cost of construction. In total, the CIP in future year dollars from FY 2024 through FY 2034 is approximately $13.5 million. The financial management plan presented herein assumes cash funding of the entire CIP, except for instances where the City provided a list of projects for which grant funding is expected. A detailed list of the specific projects and costs by year is included on Schedule 6 of Appendix A.

2.3 ASSUMPTIONS

2.3.1 Cost Escalation

Annual cost escalation factors for the various types of operating and maintenance expenses were developed based upon discussions with City staff, a review of historical trends, and industry experience, which are applied in each year of the projection period beginning in FY 2026. The table below outlines several of the key expense categories and their respective escalation factor. Additional escalation factors assumed for the various categories of expenses can be found on Schedule 5 of Appendix A.

Table 2-1 Commonly Utilized Escalation Factors

Escalation Factor Category	Escalation Factor %
Default Operating	3.00%
Salaries	3.00%
Repair & Maintenance	5.00%
Professional/Contract Services	3.00%
Retirement	5.00%
Medical Insurance	8.00%

2.3.2 Cost Execution

As part of the analysis, Stantec analyzed multiple years of historical budget-to-actual comparisons to evaluate how the Utility executed their budget each year. It was determined that the Utility does not generally execute 100% of its operating budget each year. Based on the analysis of historical results, all O&M and personnel services costs are assumed to be executed at 95% in each year of the projection.

2.3.3 Interest Earnings

The Study reflects annual interest earning rates of 1.00% beginning in FY 2025 and continuing each year thereafter. Projected interest earnings are presented on Schedule 3 of Appendix A.

2.3.4 Property & Impervious Area Forecast

A forecast of stormwater properties (equivalent units) within the City was developed based on historical trends and staff discussions. The forecast includes equivalent unit growth in FY 2025 based on the updated assessment roll which incorporated new properties and development within the City. Beginning in FY 2026 the analysis assumes a conservative growth rate of 0.70% and continuing annually for residential and non-residential equivalent units.

2.3.5 Minimum Reserve Policy

Reserve balances for utilities are funds set aside for a specific cash flow requirement, financial need, project, task, or unforeseen system requirements. These balances are maintained to meet short-term cash flow requirements and minimize the risk associated with meeting the financial obligations and continued operational and capital needs under adverse conditions. The level of reserves maintained by a utility is an important component and consideration in developing a utility system multi-year financial management plan.

Many utilities, rating agencies, and the investment community place a significant emphasis on having sufficient reserves available for potentially adverse economic conditions. The rationale related to the maintenance of adequate reserves is twofold. First, it helps to ensure that a utility will have adequate funds available to meet its financial obligations during unusual periods (i.e., when revenues are unusually low and/or expenditures are unusually high). Second, it provides funds that can be used for emergency repairs or replacements to the system that can occur because of natural disasters or unanticipated system failures.

The financial management plans presented in this report assume that the City will maintain a minimum unrestricted cash reserve balance equal to 4 months of annual operating and maintenance expenses. This level of reserve is consistent with 1) our industry experience for similar systems, and 2) a healthy level of reserves for a municipal utility system per the evaluation criteria published by the municipal utility rating agencies (Fitch, Moody's, and Standard & Poor's).

2.3.6 Future Borrowing & Capital Funding

Per direction from the City, no borrowing is projected in the projection period and the 10-year CIP is assumed to be paid for out of the Stormwater Utility's revenue fund and through grant proceeds as applicable. The analysis reflects grant funding for the following specific capital projects over the 10-year projection period: North Fiske Stormwater Pond Floating Wetlands. A complete schedule of assumed CIP funding can be found on Schedule 9 of Appendix A.

2.3.7 Debt Service Coverage

The City's Stormwater Utility currently has no outstanding debt; however, a minimum senior-lien debt service coverage ratio of 1.25 (with a target of 1.50), was utilized in the current Study for any possible projected future debt issuances. The debt service coverage ratio signifies that net income must be at least 1.25 times annual debt service.

The ratio of net income to annual debt service requirement (referred to as a debt service coverage ratio hereafter) described above was developed through discussions with City Staff and represents the minimum requirements of bondholders. As a policy decision, utilities frequently opt to measure revenue sufficiency and set fees based upon a higher debt service coverage ratio to ensure compliance with the rate covenants in the event future projections of revenue and expenses do not occur as predicted (due to unanticipated capital requirements or substantial operating cost increases, natural disasters, etc.). The financial management plan presented herein results in projected total debt service coverage greater than 1.50 in each year of the forecast, which is indicative of the midrange level of municipal utility system performance per the current evaluation criteria published by the municipal utility rating agencies (Fitch, Moody's, and Standard & Poor's).

The projections for the City's Stormwater Utility do not reflect any debt funded assets or future debt service requirements.

2.4 RESULTS

Based upon the source data and assumptions presented herein, the Study resulted in the following findings and recommendations relative to the financial sustainability of the City's Stormwater System:

- The City's current stormwater revenues are insufficient to meet projected operating & capital expenditures of the Stormwater Utility through the projected forecast period.
- A 2.0% rate increase in FY 2025 and 4.0% rate increases each year thereafter is recommended to meet the financial needs of the Utility. A 5-year recommended revenue adjustment plan for the Stormwater Utility is shown in Table 2-2.
- Stantec recommends the City continue to seek supplemental funding such as grants for qualifying capital projects to ensure the Fund maintains sufficient minimum balances.
- The combination of continued rate increases and additional grant funding will result in a sustainable financial plan for the Stormwater Utility.

Table 2-2 Stormwater Assessment Adjustments

Fiscal Year	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Effective Date	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028
Stormwater Revenue Adjustment Plan	2.0%	4.0%	4.0%	4.0%	4.0%

It is important to note that the projections of future conditions underlying this analysis are not intended to be predictions. Applicable to many utility systems, there are multiple factors beyond the City's control, such as i) weather, ii) regulatory changes, iii) national, regional, and local economic conditions, iv) the rate of growth in developed properties, v) operating and capital cost inflation, and vi) changes in the timing and composition of the Stormwater Utility's capital improvement program, that may have material impacts on the future financial condition of the City's utility operations. Further, the projections in this Study rely upon

data and guidance provided by the City during the development of the Study, and while the information utilized in this Study is believed to be reliable, detailed independent reviews or auditing of the data were not conducted.

As a result, there will usually be differences between forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. While Stantec has no responsibility to update this report for events and circumstances occurring after the date of this report, future management actions should be based upon and adjusted to reflect future results as they occur. These comments are provided to emphasize the importance of active City management, informed by the actual future results of Stormwater Utility operations. While the planning effort supported by this Study will serve to guide and inform the City in balancing future revenue and spending decisions, it is only through observation of future results, and the update of this analysis, that the City will be able to determine the actions required to ensure its financial and operational objectives are met over time.

Appendix A includes detailed schedules presenting all components of the financial management plan developed for the Stormwater Utility.

3. STORMWATER ASSESSMENT ROLL UPDATE

As part of the analysis, Stantec performed an interim update to the assessment roll and updated the Master Account File with the FY 2025 stormwater assessment for each parcel to be billed based on the most current Brevard County Property Appraiser data. The assessment roll analysis consisted of first identifying parcels that were new or had been modified since the last assessment roll was prepared in September 1st, 2023 adopted in September 2023 by City Council. This was completed by performing a change analysis contrasting the FY 2024 assessment roll to the most current parcel data obtained from the Property Appraiser in June 2024. This resulted in the identification of 66 flagged parcels, which were geospatially analyzed to determine their measured impervious area for the purposes of assessing the non-ad valorem stormwater assessment for FY 2025. This interim update will ensure that the FY 2025 stormwater assessment roll matches the correct billing units to the correct parcel. However, a full recalculation of impervious area has not been completed since the initial analysis in 2019. It is recommended that a full update of impervious area for each and every parcel be completed every 5 years. Doing so will ensure that the City can account for changes in the intensity of development on each parcel and reflect those changes in the fees assessed for stormwater services.

3.1 IMPERVIOUS AREA UPDATE

Impervious area is defined in the City's Stormwater Resolution 2019-071 and broadly incorporates all features on a parcel that disrupt the natural percolation of water into the ground. Impervious area along with a customer class designation determines the stormwater assessment a parcel receives. To accurately measure the impervious area contained on a parcel, a geospatial analysis was conducted that digitalized the impervious area as shown below in yellow shading in Figure 3-1. This digital impression of the physical impervious area was then used to create the assessment for each of the new 66 parcels that were analyzed as part of the effort. An updated geodatabase will be provided to City staff that includes all parcels within the City, inclusive of the modifications made.

Figure 3-1 Geospatial Analysis



Disclaimer

This document was produced by Stantec Consulting Services, Inc. ("Stantec") for the City of Cocoa and is based on a specific scope agreed upon by both parties. Stantec's scope of work and services do not include serving as a "municipal advisor" for purposes of the registration requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Stantec is not advising the City of Cocoa, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, terms, or other similar matters concerning such products or issuances.

In preparing this report, Stantec utilized information and data obtained from the City of Cocoa or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliance on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City of Cocoa should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

APPENDIX A: SUPPORTING SCHEDULES FOR THE RSA

Schedule 1 - Assumptions - Contains the assumptions of the RSA, including developed property growth assumptions

Schedule 2 - Beginning Balances - Identifies the end of FY 2023 fund balances that serve as the FY 2024 beginning balances of the analysis

Schedule 3 - Projection of Cash Inflows - Presents a list of all projected cash inflows from FY 2024 - FY 2034

Schedule 4 - Projection of Cash Outflows - Presents a list of all projected cash outflows from FY 2024 - FY 2034

Schedule 5 - Cost Escalation Factors - Presents a list of all cost escalation factors utilized in the projection of cash outflows

Schedule 6 - Capital Improvement Program - Provides a detailed listing of the annual capital improvement projects from FY 2024 - FY 2034

Schedule 7 - FAMS Control Panel - Contains the FAMS Control Panel that presents a summary of the financial management plan, including annual assessment increases, debt service coverage ratios, total CIP spending levels, property impacts, and fund balances

Schedule 8 - Pro Forma - Presents the projected annual net income, debt coverage, and cash flow results

Schedule 9 - Capital Project Funding Summary - Shows the projected funding sources for the capital improvement program

Schedule 10 - Funding Summary by Fund - Presents a fund-level cash flow reconciliation, providing the beginning balance in each year, the amount utilized for project funding or payment of debt service, interest earnings calculations, and the end of year fund balance

Assumptions

Schedule 1

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Rate Increase Adoption Date	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029	10/1/2030	10/1/2031	10/1/2032	10/1/2033
Annual Growth											
Stormwater											
Ending # of ERUs	17,335	17,494	17,617	17,740	17,864	17,989	18,115	18,242	18,370	18,498	18,628
ERU Growth	279	159	122	123	124	125	126	127	128	129	129
% Change in ERUs	*1.63%*	*0.92%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*
Capital Spending											
Annual Capital Budget (Future Year Dollars)	$ 1,146,094	$ 584,010	$ 2,058,146	$ 688,418	$ 2,020,288	$ 649,193	$ 1,194,052	$ 1,229,874	$ 1,266,770	$ 1,304,773	$ 1,343,916
Annual Percent Executed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Average Annual Interest Earnings Rate											
On Fund Balances	2.97%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Operating Budget Reserve											
Target (Number of Months of Reserve)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Operating Budget Execution Percentage											
Personal Services	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
Cost of General Fund Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Operations and Maintenance	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%

FY 2024 Beginning Balances as of 10/1/2023 — Schedule 2

	Revenue Fund
Current Unrestricted Assets [1]	
Cash and Cash Equivalents	$ 486,869
Investments	2,510,414
Accounts Receivable, net	3,992
Prepaid Items	3,409
Total Assets	**$ 3,004,684**
Current Liabilities	
Accounts and Claims Payable	$ (33,642)
Accrued Payroll and Related Liabilities	(16,438)
Compensated Absences	(7,579)
Calculated Fund Balance (Assets - Liabilities)	**$ 2,947,025**
Plus/(Less): Encumbrances	-
Net Unrestricted Fund Balance	**$ 2,947,025**
Available Fund Balance	**$ 2,947,025**

Fund Summary

Revenue Fund	$	2,947,025
Total Available Funds	**$**	**2,947,025**

[1] Beginning Balances per Statement of Net Position as of September 30, 2022.

Projection of Cash Inflows

Schedule 3

		FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
1	**Rate Revenue Growth Assumptions**											
2	% Change in Revenue	N/A	0.92%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%
3	**Assumed Rate Revenue Increases**	N/A	2.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
4	**Stormwater Rate Revenue**											
5	Charges for Public Svcs	$ 2,094,572	$ 2,156,074	$ 2,258,013	$ 2,364,772	$ 2,476,579	$ 2,593,671	$ 2,716,300	$ 2,844,727	$ 2,979,226	$ 3,120,083	$ 3,267,601
6	**Total Stormwater Rate Revenue**	**$ 2,094,572**	**$ 2,156,074**	**$ 2,258,013**	**$ 2,364,772**	**$ 2,476,579**	**$ 2,593,671**	**$ 2,716,300**	**$ 2,844,727**	**$ 2,979,226**	**$ 3,120,083**	**$ 3,267,601**
7	**Other Operating Revenue**											
8	Penalties	$ 464	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Tax Certificates	110,207	110,207	115,418	120,875	126,589	132,575	138,843	145,407	152,282	159,482	167,022
10	**Total Other Operating Revenue**	**$ 110,671**	**$ 110,207**	**$ 115,418**	**$ 120,875**	**$ 126,589**	**$ 132,575**	**$ 138,843**	**$ 145,407**	**$ 152,282**	**$ 159,482**	**$ 167,022**
11	**Non-Operating Income**											
12	Disposition Fixed Assets	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13	Other Misc Revenues	4,575	-	-	-	-	-	-	-	-	-	-
14	**Total Non-Operating Income**	**$ 4,575**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
15	**Interest Income**											
16	Unrestricted Interest Income	$ 93,646	$ 34,388	$ 29,324	$ 24,154	$ 18,917	$ 14,283	$ 14,239	$ 11,811	$ 9,554	$ 7,485	$ 5,621
17	**Total Interest Income**	**$ 93,646**	**$ 34,388**	**$ 29,324**	**$ 24,154**	**$ 18,917**	**$ 14,283**	**$ 14,239**	**$ 11,811**	**$ 9,554**	**$ 7,485**	**$ 5,621**
18	**Transfers In**[1]											
19	Grant Funding	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
20	Floating Wetlands Grant [2]	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
21	ARPA	888,000	-	-	-	-	-	-	-	-	-	-
22	**Total Transfers In**	**$ 893,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**
23	**Total Cash Inflows** [3]	**$ 3,196,464**	**$ 2,305,670**	**$ 2,407,755**	**$ 2,514,801**	**$ 2,627,085**	**$ 2,745,529**	**$ 2,874,382**	**$ 3,006,945**	**$ 3,146,062**	**$ 3,292,050**	**$ 3,445,245**

[1] Represents transfers into the Grant Proceeds Fund and as such are not included in the calculation of operating revenues for the Revenue Fund.

[2] Floating Wetlands Grant proceeds earmarked for Floating Wetlands in City Stormwater Ponds capital projects.

[3] FY 24 and FY 25 revenues per the FY 2024 Budget and FY 2025 Proposed Budget respectively. All future projections based on FY 2025 Proposed Budget and identified escalation factors.

Projection of Cash Outflows

Schedule 4

		Account Number	Expense Line Item	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
			Personal Services											
1	PS	423-3570-538.12-00	Regular Salaries & Wages	$ 427,011	$ 381,122	$ 392,556	$ 404,332	$ 416,462	$ 428,956	$ 441,825	$ 455,080	$ 468,732	$ 482,794	$ 497,278
2	PS	423-3570-538.14-00	Overtime	6,400	7,000	7,088	7,176	7,266	7,357	7,449	7,542	7,636	7,731	7,828
3	PS	423-3570-538.15-00	Special Pay	200	-	-	-	-	-	-	-	-	-	-
3	PS	423-3570-538.20-00	Clothing/Shoe Allowance	600	480	494	509	525	540	556	573	590	608	626
4	PS	423-3570-538.21-00	FICA Taxes	33,269	28,787	29,651	30,540	31,456	32,400	33,372	34,373	35,404	36,467	37,561
5	PS	423-3570-538.22-00	Retirement Contributions	52,553	51,948	54,545	57,273	60,136	63,143	66,300	69,615	73,096	76,751	80,588
6	PS	423-3570-538.23-00	Life/Health Insurance	1,302	990	1,069	1,155	1,247	1,347	1,455	1,571	1,697	1,832	1,979
7	PS	423-3570-538.23-04	Medical/Rx Self Insured	95,834	95,105	102,713	110,930	119,805	129,389	139,740	150,920	162,993	176,033	190,115
8	PS	423-3570-538.23-07	0	3,716	3,920	4,234	4,572	4,938	5,333	5,760	6,221	6,718	7,256	7,836
9	PS	423-3570-538.23-08	0	707	644	696	751	811	876	946	1,022	1,104	1,192	1,287
10	PS	423-3570-538.23-09	0	1,316	1,003	1,083	1,170	1,263	1,365	1,474	1,592	1,719	1,856	2,005
11	PS	423-3570-538.24-00	Worker's Compensation	54,787	48,247	50,659	53,192	55,852	58,645	61,577	64,656	67,888	71,283	74,847
12	PS	423-3570-538.27-00	Cafeteria Plan	4,800	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	7,601	7,829
			Operating Expenses											
13	OMF	423-3570-538.31-00	Professional Services	$ 185,290	$ 190,100	$ 195,803	$ 201,677	$ 207,727	$ 213,959	$ 220,378	$ 226,989	$ 233,799	$ 240,813	$ 248,037
14	OMF	423-3570-538.31-01	Professional Services	500	500	515	530	546	563	580	597	615	633	652
15	OMF	423-3570-538.34-00	Contract Services	105,100	267,000	275,010	283,260	291,758	300,511	309,526	318,812	328,376	338,228	348,374
16	OMF	423-3570-538.40-00	Travel & Per Diem	2,850	2,850	2,936	3,024	3,114	3,208	3,304	3,403	3,505	3,610	3,719
17	OMF	423-3570-538.41-00	Communication	2,076	2,076	2,138	2,202	2,269	2,337	2,407	2,479	2,553	2,630	2,709
18	OMF	423-3570-538.42-00	Postage & Freight	500	500	515	530	546	563	580	597	615	633	652
19	OMF	423-3570-538.43-00	Electric/Water/Sewer	15,000	16,000	16,480	16,974	17,484	18,008	18,548	19,105	19,678	20,268	20,876
20	OMF	423-3570-538.44-00	Rentals And Leases	3,000	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
21	OMF	423-3570-538.45-00	Insurance	16,734	16,905	18,257	19,718	21,295	22,999	24,839	26,826	28,972	31,290	33,793
22	OMF	423-3570-538.46-00	Repairs & Maintenance	86,500	96,500	101,325	106,391	111,711	117,296	123,161	129,319	135,785	142,574	149,703
23	OMF	423-3570-538.46-03	Repairs & Maintenance	98,151	46,090	48,395	50,814	53,355	56,023	58,824	61,765	64,853	68,096	71,501
24	OMF	423-3570-538.47-00	Printing & Binding	500	500	515	530	546	563	580	597	615	633	652
25	OMF	423-3570-538.49-00	Other Charges & Oblig.	299	517	533	548	565	582	599	617	636	655	675
	OMF	423-3570-538.49-07	Other Charges & Oblig.	-	-	-	-	-	-	-	-	-	-	-
26	OMF	423-3570-538.51-00	Office Supplies	500	500	515	530	546	563	580	597	615	633	652
27	OMF	423-3570-538.52-00	Operating Supplies	11,070	11,070	11,402	11,744	12,096	12,459	12,833	13,218	13,615	14,023	14,444
28	OMF	423-3570-538.52-30	Operating Supplies	30,915	33,168	34,196	35,256	36,349	37,476	38,638	39,836	41,070	42,344	43,656
29	OMF	423-3570-538.54-00	Membership/Publications	750	750	773	796	820	844	869	896	922	950	979
30	OMF	423-3570-538.55-00	Training	8,750	8,750	9,013	9,283	9,561	9,848	10,144	10,448	10,761	11,084	11,417
31	OMF	423-3570-538.56-15	It-Related Operating Exp	4,140	-	-	-	-	-	-	-	-	-	-
32	GFS	423-3570-538.34-10	Cost of General Fund Services	312,503	328,128	344,534	361,761	379,849	398,841	418,783	439,722	461,708	484,793	509,033
			Total Expenses by Category											
33	PS		Personal Services	$ 682,495	$ 625,246	$ 650,968	$ 677,967	$ 706,318	$ 736,104	$ 767,409	$ 800,328	$ 834,957	$ 871,403	$ 909,779
34	GFS		Cost of General Fund Services	312,503	328,128	344,534	361,761	379,849	398,841	418,783	439,722	461,708	484,793	509,033
35	OMF		Operations & Maintenance	572,625	696,776	721,409	746,993	773,568	801,178	829,867	859,683	890,677	922,899	956,407
36			**Total Expenses**	**$ 1,567,623**	**$ 1,650,150**	**$ 1,716,911**	**$ 1,786,721**	**$ 1,859,736**	**$ 1,936,123**	**$ 2,016,059**	**$ 2,099,733**	**$ 2,187,342**	**$ 2,279,096**	**$ 2,375,219**
			Expense Execution Factors											
37			Personal Services	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
38			Cost of General Fund Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
39			Operations & Maintenance	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
			Total Expenses at Execution											
40			Personal Services	$ 648,370	$ 593,984	$ 618,419	$ 644,068	$ 671,002	$ 699,299	$ 729,039	$ 760,311	$ 793,209	$ 827,833	$ 864,290
41			Cost of General Fund Services	312,503	328,128	344,534	361,761	379,849	398,841	418,783	439,722	461,708	484,793	509,033
42			Operations & Maintenance	543,994	661,937	685,339	709,644	734,890	761,119	788,374	816,699	846,143	876,754	908,586
43			**Total Expenses at Execution**	**$ 1,504,867**	**$ 1,584,049**	**$ 1,648,293**	**$ 1,715,473**	**$ 1,785,741**	**$ 1,859,258**	**$ 1,936,196**	**$ 2,016,732**	**$ 2,101,060**	**$ 2,189,381**	**$ 2,281,910**
44			**Total Cash Outflows** [1]	**$ 1,504,867**	**$ 1,584,049**	**$ 1,648,293**	**$ 1,715,473**	**$ 1,785,741**	**$ 1,859,258**	**$ 1,936,196**	**$ 2,016,732**	**$ 2,101,060**	**$ 2,189,381**	**$ 2,281,910**

[1] FY 24 and FY 25 operating expenses per the FY 2024 Budget and FY 2025 Proposed Budget respectively. All future projections based on FY 2025 Proposed Budget and identified escalation factors.

Cost Escalation Factors

Schedule 5

Account Number	Expense Line Item Description	Inflation Factor	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	Personal Services										
423-3570-538.12-00	Regular Salaries & Wages	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.14-00	Overtime	Special Pay/Overtime	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
423-3570-538.20-00	Clothing/Shoe Allowance	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.21-00	FICA Taxes	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.22-00	Retirement Contributions	Retirement	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.23-00	Life/Health Insurance	Other Health Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.23-04	Medical/Rx Self Insured	Medical Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.23-07	0	Medical Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.23-08	0	Medical Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.23-09	0	Medical Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.24-00	Worker's Compensation	Worker's Comp	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.27-00	Cafeteria Plan	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	Operating Expenses										
423-3570-538.31-00	Professional Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.31-01	Professional Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.34-00	Contract Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.40-00	Travel & Per Diem	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.41-00	Communication	Gen Fund Composite O&M	4.11%	3.18%	3.18%	3.18%	3.18%	3.18%	3.18%	3.18%	3.18%
423-3570-538.42-00	Postage & Freight	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.43-00	Electric/Water/Sewer	EIA Electricity	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.44-00	Rentals And Leases	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.45-00	Insurance	Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.46-00	Repairs & Maintenance	Repair & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.46-03	Repairs & Maintenance	Repair & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.47-00	Printing & Binding	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.49-00	Other Charges & Oblig.	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.49-07	Other Charges & Oblig.	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.51-00	Office Supplies	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.52-00	Operating Supplies	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.52-30	Operating Supplies	EIA Fuels	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%
423-3570-538.54-00	Membership/Publications	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.55-00	Training	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.56-15	It-Related Operating Exp	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.34-10	Cost of General Fund Services	Gen Fund Composite O&M	4.11%	3.18%	3.18%	3.18%	3.18%	3.18%	3.18%	3.18%	3.18%

Capital Improvement Program

Schedule 6

	Project Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
1	Bracco Pond Ditch Pipe Repair	$ -	$ 125,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Pipe Repair - Cidco Road West of Industry Road	-	65,000	-	-	-	-	-	-	-	-	-
3	Pipe Repair - Indian River Drive at Carmalt Ave	-	50,000	-	-	-	-	-	-	-	-	-
4	Range Road - Drainage Ditch Piping	-	-	-	75,000	385,000	-	-	-	-	-	-
5	US1 and Forrest Ave Stormwater Facility	-	-	1,300,000	-	-	-	-	-	-	-	-
6	Riverfront Park - Drain Field Improvements	-	-	-	-	1,250,000	-	-	-	-	-	-
7	Indian River Drive Baffle Box	-	-	30,000	330,000	-	-	-	-	-	-	-
8	Two Solar Bee Aerators for North Fiske Stormwater Pond	-	-	150,000	-	-	-	-	-	-	-	-
	Dixon Blvd. and Indian River Drive Resiliency Project	-	-	-	-	-	-	-	-	-	-	-
9	London Blvd Drainage Ditch Piping	-	35,000	300,000	-	-	-	-	-	-	-	-
10	Annual Cured in Place Pipe Lining	-	160,000	160,000	160,000	160,000	160,000	-	-	-	-	-
11	Mini Excavator	-	-	-	65,000	-	-	-	-	-	-	-
12	Medium Duty Truck #157	-	132,000	-	-	-	-	-	-	-	-	-
13	Street Sweeper Replacement	-	-	-	-	-	400,000	-	-	-	-	-
14	Infrastructure	255,727										
15	Machinery & Equipment	122,367										
16	N FSK S/W PND FLOAT WTLND	768,000										
17	Unspecified Future Projects	-	-	-	-	-	-	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
18	**Total CIP (in Current Dollars)**	**$ 1,146,094**	**$ 567,000**	**$ 1,940,000**	**$ 630,000**	**$ 1,795,000**	**$ 560,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**
19	Cumulative Projected Cost Escalation[1]	0.0%	3.0%	6.1%	9.3%	12.6%	15.9%	19.4%	23.0%	26.7%	30.5%	34.4%
20	**Total CIP (in Future Dollars)**	**$ 1,146,094**	**$ 584,010**	**$ 2,058,146**	**$ 688,418**	**$ 2,020,288**	**$ 649,193**	**$ 1,194,052**	**$ 1,229,874**	**$ 1,266,770**	**$ 1,304,773**	**$ 1,343,916**
21	Annual CIP Execution Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
22	**Final CIP Funding Level**	**$ 1,146,094**	**$ 584,010**	**$ 2,058,146**	**$ 688,418**	**$ 2,020,288**	**$ 649,193**	**$ 1,194,052**	**$ 1,229,874**	**$ 1,266,770**	**$ 1,304,773**	**$ 1,343,916**

[1] CIP Escalation factors in FY 24 and beyond are consistent with the Engineering News Record Construction Cost Index.

FAMS - Control Panel **Schedule 7**

FAMS Financial Analysis & Management System | By Stantec

City of Cocoa, FL

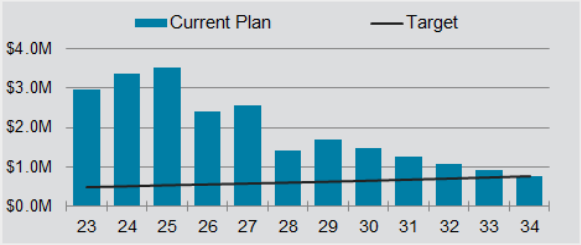
Stormwater Fund

Stantec

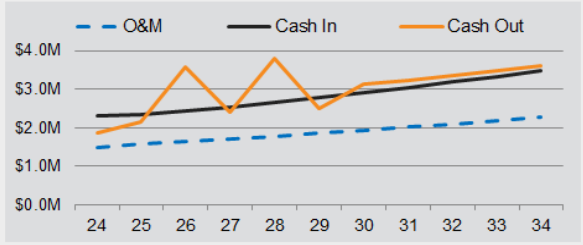
CALC SAVE CTRL LAST OVR

	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*		

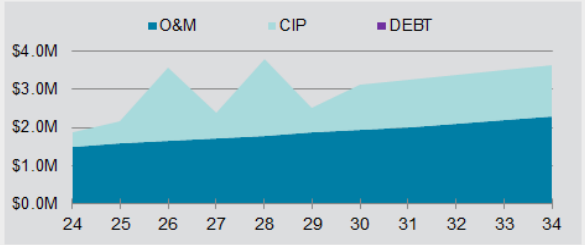
Operating Fund



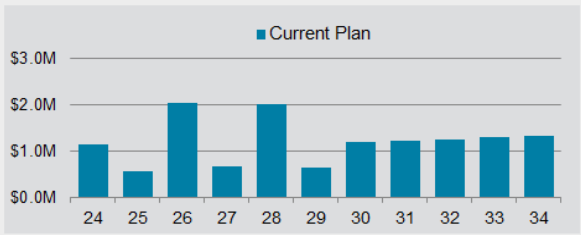
Revenues vs. Expenses



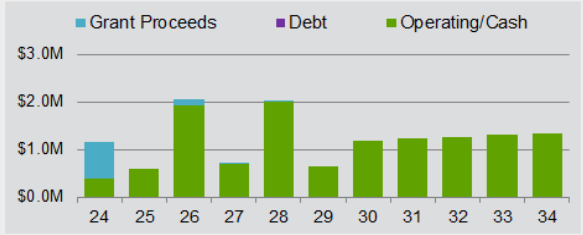
Expenses by Type



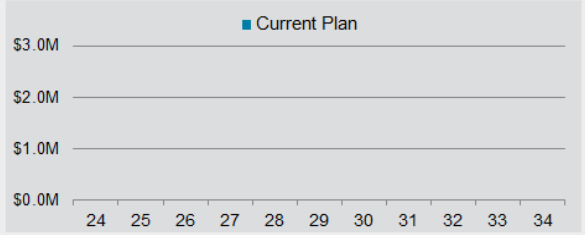
CIP Spending



CIP Funding



Borrowing



Pro Forma **Schedule 8**

		FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
1	**Operating Revenue**											
2	Stormwater Rate Revenue	$ 2,094,576	$ 2,094,576	$ 2,156,074	$ 2,258,013	$ 2,364,772	$ 2,476,579	$ 2,593,671	$ 2,716,300	$ 2,844,727	$ 2,979,226	$ 3,120,083
3	Change in Revenue From Growth	-	19,222	15,093	15,806	16,553	17,336	18,156	19,014	19,913	20,855	21,841
4	Subtotal	$ 2,094,576	$ 2,113,798	$ 2,171,167	$ 2,273,820	$ 2,381,326	$ 2,493,915	$ 2,611,827	$ 2,735,314	$ 2,864,640	$ 3,000,080	$ 3,141,924
5	*Weighted Average Rate Increase*	*0.00%*	*2.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*
6	Additional Rate Revenue From Rate Increase	-	42,276	86,847	90,953	95,253	99,757	104,473	109,413	114,586	120,003	125,677
7	Total Rate Revenue	$ 2,094,576	$ 2,156,074	$ 2,258,013	$ 2,364,772	$ 2,476,579	$ 2,593,671	$ 2,716,300	$ 2,844,727	$ 2,979,226	$ 3,120,083	$ 3,267,601
8	Plus: Tax Certificate Revenue	110,671	120,207	125,418	130,875	136,589	142,575	148,843	155,407	162,282	169,482	177,022
9	**Equals: Total Operating Revenue**	**$ 2,205,247**	**$ 2,276,281**	**$ 2,383,431**	**$ 2,495,647**	**$ 2,613,168**	**$ 2,736,246**	**$ 2,865,143**	**$ 3,000,134**	**$ 3,141,508**	**$ 3,289,565**	**$ 3,444,623**
10	**Less: Operating Expenses**											
11	Personal Services	$ (648,370)	$ (593,984)	$ (618,419)	$ (644,068)	$ (671,002)	$ (699,299)	$ (729,039)	$ (760,311)	$ (793,209)	$ (827,833)	$ (864,290)
12	Cost of General Fund Services	(312,503)	(328,128)	(344,534)	(361,761)	(379,849)	(398,841)	(418,783)	(439,722)	(461,708)	(484,793)	(509,033)
13	Operations & Maintenance Costs	(543,994)	(661,937)	(685,339)	(709,644)	(734,890)	(761,119)	(788,374)	(816,699)	(846,143)	(876,754)	(908,586)
14	**Equals: Net Operating Income**	**$ 700,380**	**$ 692,232**	**$ 735,139**	**$ 780,174**	**$ 827,427**	**$ 876,988**	**$ 928,947**	**$ 983,402**	**$ 1,040,448**	**$ 1,100,185**	**$ 1,162,714**
15	**Plus: Non-Operating Income/(Expense)**											
16	Interest Income	$ 93,646	$ 34,388	$ 29,324	$ 24,154	$ 18,917	$ 14,283	$ 14,239	$ 11,811	$ 9,554	$ 7,485	$ 5,621
17	Non-Operating Revenue	4,575	-	-	-	-	-	-	-	-	-	-
18	Transfers In	-	-	-	-	-	-	-	-	-	-	-
19	**Equals: Net Income**	**$ 798,601**	**$ 726,621**	**$ 764,462**	**$ 804,328**	**$ 846,344**	**$ 891,270**	**$ 943,186**	**$ 995,213**	**$ 1,050,002**	**$ 1,107,670**	**$ 1,168,335**
20	**Unrestricted Reserve Fund Test**											
21	Balance At Beginning Of Fiscal Year	$ 2,947,025	$ 3,367,532	$ 3,510,143	$ 2,354,606	$ 2,476,182	$ 1,307,241	$ 1,549,318	$ 1,298,452	$ 1,063,791	$ 847,023	$ 649,919
22	Cash Flow Surplus/(Deficit)	798,601	726,621	764,462	804,328	846,344	891,270	943,186	995,213	1,050,002	1,107,670	1,168,335
23	Projects Designated To Be Paid With Cash	(378,094)	(584,010)	(1,919,999)	(682,752)	(2,015,285)	(649,193)	(1,194,052)	(1,229,874)	(1,266,770)	(1,304,773)	(1,343,916)
24	**Balance At End Of Fiscal Year**	**$ 3,367,532**	**$ 3,510,143**	**$ 2,354,606**	**$ 2,476,182**	**$ 1,307,241**	**$ 1,549,318**	**$ 1,298,452**	**$ 1,063,791**	**$ 847,023**	**$ 649,919**	**$ 474,338**
25	Minimum Working Capital Reserve Target	501,622	528,016	549,431	571,824	595,247	619,753	645,399	672,244	700,353	729,794	760,637
26	**Excess/(Deficiency) Of Working Capital To Target**	**$ 2,865,910**	**$ 2,982,126**	**$ 1,805,176**	**$ 1,904,358**	**$ 711,994**	**$ 929,565**	**$ 653,054**	**$ 391,547**	**$ 146,670**	**$ (79,874)**	**$ (286,299)**

Capital Project Funding Summary

Schedule 9

Final Capital Projects Funding Sources	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Grant Proceeds	$ 768,000	$ -	$ 138,147	$ 5,666	$ 5,003	$ -	$ -	$ -	$ -	$ -	$ -
Revenue Fund	378,094	584,010	1,919,999	682,752	2,015,285	649,193	1,194,052	1,229,874	1,266,770	1,304,773	1,343,916
Total Projects Paid	**$ 1,146,094**	**$ 584,010**	**$ 2,058,146**	**$ 688,418**	**$ 2,020,288**	**$ 649,193**	**$ 1,194,052**	**$ 1,229,874**	**$ 1,266,770**	**$ 1,304,773**	**$ 1,343,916**

Funding Summary by Fund

Schedule 10

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Grant Proceeds											
Balance At Beginning Of Fiscal Year	$ -	$ 126,854	$ 133,147	$ 666	$ 3	$ 0	$ 5,025	$ 10,100	$ 15,226	$ 20,404	$ 25,633
Annual Revenues	893,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 893,000	$ 131,854	$ 138,147	$ 5,666	$ 5,003	$ 5,000	$ 10,025	$ 15,100	$ 20,226	$ 25,404	$ 30,633
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	893,000	131,854	138,147	5,666	5,003	5,000	10,025	15,100	20,226	25,404	30,633
Amount Paid For Projects	(768,000)	-	(138,147)	(5,666)	(5,003)	-	-	-	-	-	-
Subtotal	$ 125,000	$ 131,854	$ -	$ -	$ -	$ 5,000	$ 10,025	$ 15,100	$ 20,226	$ 25,404	$ 30,633
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	1,854	1,294	666	3	0	25	75	126	177	229	281
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	**$ 126,854**	**$ 133,147**	**$ 666**	**$ 3**	**$ 0**	**$ 5,025**	**$ 10,100**	**$ 15,226**	**$ 20,404**	**$ 25,633**	**$ 30,914**
Revenue Fund											
Balance At Beginning Of Fiscal Year	$ 2,947,025	$ 3,367,532	$ 3,510,143	$ 2,354,606	$ 2,476,182	$ 1,307,241	$ 1,549,318	$ 1,298,452	$ 1,063,791	$ 847,023	$ 649,919
Net Cash Flow	798,601	726,621	764,462	804,328	846,344	891,270	943,186	995,213	1,050,002	1,107,670	1,168,335
Less: Cash-Funded Capital Projects	-	-	-	-	-	-	-	-	-	(1,304,773)	(1,343,916)
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 3,745,626	$ 4,094,153	$ 4,274,605	$ 3,158,934	$ 3,322,526	$ 2,198,511	$ 2,492,504	$ 2,293,665	$ 2,113,793	$ 649,919	$ 474,338
Less: Restricted Funds	(501,622)	(528,016)	(549,431)	(571,824)	(595,247)	(619,753)	(645,399)	(672,244)	(700,353)	(649,919)	(474,338)
Total Amount Available For Projects	$ 3,244,004	$ 3,566,136	$ 3,725,174	$ 2,587,110	$ 2,727,279	$ 1,578,759	$ 1,847,106	$ 1,621,421	$ 1,413,440	$ -	$ -
Amount Paid For Projects	(378,094)	(584,010)	(1,919,999)	(682,752)	(2,015,285)	(649,193)	(1,194,052)	(1,229,874)	(1,266,770)	-	-
Subtotal	$ 2,865,910	$ 2,982,126	$ 1,805,176	$ 1,904,358	$ 711,994	$ 929,565	$ 653,054	$ 391,547	$ 146,670	$ -	$ -
Add Back: Restricted Funds	501,622	528,016	549,431	571,824	595,247	619,753	645,399	672,244	700,353	649,919	474,338
Plus: Interest Earnings	93,646	34,388	29,324	24,154	18,917	14,283	14,239	11,811	9,554	7,485	5,621
Less: Interest Allocated To Cash Flow	(93,646)	(34,388)	(29,324)	(24,154)	(18,917)	(14,283)	(14,239)	(11,811)	(9,554)	(7,485)	(5,621)
Balance At End Of Fiscal Year	**$ 3,367,532**	**$ 3,510,143**	**$ 2,354,606**	**$ 2,476,182**	**$ 1,307,241**	**$ 1,549,318**	**$ 1,298,452**	**$ 1,063,791**	**$ 847,023**	**$ 649,919**	**$ 474,338**

CITY OF COCOA, FLORIDA

STORMWATER ASSESSMENT
FINAL ASSESSMENT RESOLUTION

RESOLUTION NO. 2024-079

ADOPTED August 27, 2024

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RESOLUTION No. 2024-079

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, RELATING TO STORMWATER SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR THE ADOPTION OF THE FINAL ASSESSMENT RATE AND FINAL ASSESSMENT ROLL RELATING TO THE DELIVERY AND FUNDING OF STORMWATER SERVICES AND FACILITIES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 10-2019 WITHIN THE ENTIRE AREA OF THE CITY TO FUND STORMWATER SERVICES AND FACILITIES; ESTABLISHING STORMWATER ASSESSMENT RATES FOR CITY FISCAL YEAR 2024/2025; ESTIMATING THE STORMWATER COSTS TO BE RECOVERED THROUGH SUCH ASSESSMENTS; RESTATING THE MAXIMUM ASSESSMENT RATE AND METHOD OF APPORTIONING THE BENEFITS AND COSTS OF STORMWATER SERVICES AND FACILITIES AMONG AFFECTED REAL PROPERTY PREVIOUSLY ADOPTED BY THE CITY COUNCIL BY RESOLUTION 2019-071; AND PROVIDING AN EFFECTIVE DATE.

.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Cocoa, Florida is adopted pursuant to City Ordinance No. 10-2019, Sections 166.021, 166.041, 197.3632, and 403.0893, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Final Assessment Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all Parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the stormwater services, programs or facilities identified or contemplated in this Resolution and included in the Assessment Roll.

"Assessment Study" means the City of Cocoa Stormwater Rate Study – Final Report prepared by Stantec Consulting Services, Inc., dated August 26, 2019, as updated by Stantec Consulting Services, Inc. on August 20, 2020, September 8, 2021, August 9, 2022 August 15, 2023, and August 5, 2024.

"Assessment Ordinance" means City Ordinance No. 10-2019, as may be amended from time to time, or its successor in function.

"City" means the City of Cocoa, Florida.

"City Clerk" means the clerk of the City Council.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Stormwater Assessments or such person's designee.

"City Council" means the governing body of the City of Cocoa, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Tax Parcel" or "Parcel" means a parcel of property to which the Brevard County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. CONFIRMATION OF PRELIMINARY ASSESSMENT RESOLUTION; FINDINGS. The Preliminary Assessment Resolution No 2024-072 is hereby ratified and confirmed. In addition and supplemental to the findings adopted by the City Council in Ordinance No. 10-2019, it is hereby ascertained, determined and declared as follows:

(A) Inadequate management of runoff from development in a watershed increases stormwater peak flows, volumes, and velocities, erodes and/or silts stream channels, pollutes water, overloads existing drainage facilities, undermines floodplain management in downstream communities, reduces groundwater recharge, and threatens public health and safety. More specifically, stormwater runoff can convey pollutants into and cause higher velocities in receiving waters such as the Indian River Lagoon. The potential impacts of these pollutants and higher velocities include: (1) Changing natural ecosystems through sediment and pollutant deposits which affect the quantity and quality of flowing water, destruction of habitats, and loss of plant and animal life; (2) Posing significant health risks through increased bacteria; (3) Accelerating eutrophication of receiving waters by introducing excessive nutrient loads; (4) Increasing metal deposits creating toxicity for aquatic life; (5) Reducing oxygen levels because of oil, grease and organic matter; and (6) Affecting animal and plant life, adversely, due to changing temperatures of receiving waters.

(B) Uncontrolled stormwater runoff can increase the incidence of flooding and of floods that occur, endangering roads, aboveground and underground utility infrastructure, and other public and private property and human life.

(C) Altered land surfaces can change the rate and volume of runoff. These changes may result in the following: (1) increased urban runoff and pollutants to the natural environment; (2) increased flooding of private property; (3) degradation of safety and welfare of the residents and visitors of the City, including negatively impacting emergency response capabilities as a result of stormwater flooding; (4) decreased use and enjoyment of property; and (5) decreased property and rental value, marketability, and integrity of property.

(D) Every parcel of real property, both public and private, either uses or benefits from the maintenance of the City's stormwater system; and receives a special benefit from the City's stormwater system including the following: (1) reduced urban runoff and pollutants to the natural environment; (2) reduced flooding of private property; (3) improved safety and welfare of the residents and visitors of the City, including negatively impacting emergency response capabilities as a result of stormwater flooding; (4) enhanced use and enjoyment of property; and (5) enhanced property and rental value, marketability, and integrity of property.

(E) The City Council has carefully considered the Assessment Study which describes an apportionment methodology based upon the benefit received from the

City's stormwater services, facilities and programs by all developed parcels with impervious surface, and has considered the applicable court decisions including Sarasota County v. Sarasota Church of Christ, Inc., 667 So. 2d 180 (Fla. 1995) (upholding stormwater special assessment on developed real property with impervious surfaces to fund stormwater utility services); State v. Sarasota County, 693 So. 2d 546 (Fla. 1997)(upholding stormwater special assessment on all developed property, with or without impervious surface); and Boca Raton v. State, 595 So. 2d 25 (Fla. 1992)(local governments are afforded deference in fairly apportioning costs under a special assessment as long as the amount of the assessment for each tract is not in excess of the proportional benefits as compared to other assessments on other tracts).

(F) The conversion of natural land to developed land with impervious area results in increased stormwater runoff and numerous engineering and hydrologic studies have demonstrated that impervious area is the single most important factor contributing to the quantity and quality of stormwater runoff from a property. Thus, the use of impervious area has been demonstrated to be a simple, easy to understand approach that is a highly defensible basis to fairly and equitably apportion the costs of a municipal stormwater system to benefitting parcels for the stormwater assessment.

(G) The City expends substantial and measurable resources each year in providing stormwater services, facilities and programs to the public within the jurisdictional limits of the City.

(H) The City must generate and receive sufficient stormwater revenues to meet projected operating and capital expenditures of the City's stormwater utility, and the City Council has determined based on the recommendations contained in the Assessment Study, that the City should use a non- ad valorem assessment process as the primary method of funding the City's stormwater utility system.

(I) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may determine to fund all or a portion of an essential service or improvement, such as stormwater services, facilities or programs, with general fund or other legally available revenues. The determination as to whether to contribute such other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council.

(J) Stated in the alternative, there is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. The City Council may annually determine as a matter of public policy and tax equity to impose Stormwater Assessments at a rate less than necessary to fund all or any specific portion of the Stormwater Assessed Costs. Costs incurred in providing stormwater services, facilities and programs not otherwise funded through Stormwater Service Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or

class of properties, and the City may adjust and appropriate any budget allocation or expense otherwise funded by a special assessment, or in any combination thereof, and maintain the validity of the apportionment. The flexibility described above is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion and equity vested in the City Council. However, in no event shall any annual rate of Stormwater Assessment exceed the maximum assessment rate previously noticed to the affected land owners without further notice and public hearing pursuant to the Assessment Ordinance.

(K) The findings and legislative determinations contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon the distinct tiers or classes of apportionment allocation described herein. The tiers and classes, when used together, provide a legal, flexible and equitable means for the City to fairly and reasonably allocate assessable benefits and costs among Assessed Property in the City.

(L) The apportionment among Tax Parcels of a portion of the City's annual budget for stormwater services, facilities and programs necessary for providing the stormwater protection is hereby determined to be a fair and reasonable means to annually allocate and share the benefits and costs associated therewith.

(M) The benefits derived from the stormwater services, facilities and programs as to each Tax Parcel subject to the Stormwater Assessments equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.

(N) The City Council hereby finds and determines that the Stormwater Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding stormwater services, facilities and programs by fairly and reasonably allocating a portion of the costs associated therewith among specially benefited property.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED STORMWATER ASSESSED COST.

(A) The estimated Stormwater Assessed Cost to be recovered through Stormwater Assessments for the Fiscal Year commencing October 1, 2024 is approximately $2.18 million. The Stormwater Assessed Cost will be funded through the imposition of Stormwater Assessments, as provided herein.

(B) The City Manager shall utilize the assessment rates associated with the single family residential Tier 1, Tier 2 and Tier 3, and non-single family residential Stormwater Assessments as described in this Final Assessment Resolution in the preparation of the Final Assessment Roll as provided in Section 2.02 of this Final Assessment Resolution.

SECTION 2.02. ASSESSMENT ROLL. The Preliminary Assessment Roll, which was approved by Resolution No. 2024-072 and which is currently on file with the City Clerk and incorporated herein by this reference, is hereby approved, as may have been expressly directed by the City Council to be modified during the hearing at which this Resolution was adopted by the City Council. The Assessment Roll shall include all Tax Parcels within the City which are not otherwise exempted from payment of the Stormwater Assessments hereunder.

ARTICLE III

ASSESSMENTS

SECTION 3.01. STORMWATER ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. Stormwater Assessments are to be imposed throughout the entire area contained within the boundaries of the City in accordance with the Assessment Ordinance and the Final Assessment Resolution to be adopted by the City Council at the public hearing to be held pursuant to this Article III.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Stormwater Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Stormwater Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments until paid, as provided in the Assessment Ordinance and in accordance with Florida law.

SECTION 3.03. APPORTIONMENT.

(A) The Assessment Study is hereby ratified and incorporated herein in its entirety. The apportionment method set forth therein is hereby ratified as the apportionment method for the Stormwater Assessments authorized by this Resolution. The Final Assessment Rates for Fiscal Year 2024/2025, which are set forth in the following rate schedule, are hereby levied and imposed on all Tax Parcels described in the Assessment Role as follows:

FY 2025 Assessment Rates for Single Family Parcels (up to three units)			FY 2025 Assessment Rate for Non-Single-Family Parcels
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$90.87	$139.78	$243.23	$139.78 Per ERU

Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the City's stormwater system is di minimus. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed into one of three tiers mentioned herein based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table above. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel). The annual fee assessed to each parcel is then determined by multiplying $139.78 (as presented in the table above), which represents the stormwater assessment per ERU, by the number of ERUs for each non single-family parcel.

(B) Based upon the projections concerning net revenue requirements set forth in the Assessment Study, the Assessment Roll for subsequent Fiscal Years may reflect increases in the assessment rates up to and including the maximum rates presented in the

rate schedule in Section 3.03.(A). More specifically, the annual assessment will be increased by 4.5% in Fiscal Year 2023, 4.0% in Fiscal Year 2024, 2% Fiscal Year 2024 and 4.0% each year thereafter that the assessment is levied up to a maximum assessment rate of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single family parcels that are not subject to the tiered assessment.

(C) The amount of the annual Stormwater Assessment imposed against Assessed Property may include a pro rata share of the costs and expenses associated with the collection and administration of the Stormwater Assessments each year.

(D) It is hereby ascertained, determined, and declared that the method of determining the Stormwater Assessments as set forth in this Final Assessment Resolution is a fair and reasonable method of apportioning the Stormwater Assessed Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Stormwater Assessments shall be utilized for the provision of stormwater services, facilities and programs. In the event there is any fund balance remaining at the end of the 2024/2025 Fiscal Year, such balance shall be carried forward and thereafter used only to fund stormwater related services, facilities, and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Stormwater Assessments for the 2024/2025 Fiscal Year shall be collected pursuant to the direct billing

method provided for in the Assessment Ordinance, and each year thereafter pursuant to the Uniform Assessment Collection Act as provided for in the Assessment Ordinance, unless otherwise determined by the City Council.

SECTION 3.06. EXEMPTION.

(A) Tax Parcels assigned the following Florida Department of Revenue property use codes (DOR codes) by the Property Appraiser are not subject to the Stormwater Assessment contemplated hereunder; provided, however, that the costs associated with the exemption of such Tax Parcels shall be funded through other legally available revenues of the City and not through Stormwater Assessments imposed hereunder.

DOR Code	DOR Description	Parcel Count
465	CONDOMINIUM - MISCELLANEOUS (NOT COVERED	59
499	NON-TAXABLE CONDOMINIUM COMMON AREA	60
8010	SCHOOL (PUBLICLY OWNED) - VACANT	1
8020	COUNTY OWNED LAND - VACANT (THAT DOES	5
8040	HOUSING AUTHORITY - VACANT	13
8060	STATE OWNED LAND - VACANT (THAT DOES NOT	15
8080	MUNICIPALLY OWNED LAND - VACANT (THAT	78
8300	SCHOOL (PUBLICLY OWNED) - IMPROVED	7
8400	COLLEGE	1
8610	COUNTY OWNED LAND - IMPROVED (THAT DOES	6
8640	BREVARD COUNTY-OWNED (AGENCY OTHER THAN	1
8660	HOUSING AUTHORITY - IMPROVED	37
8710	STATE OWNED LAND - IMPROVED (THAT DOES	4
8810	FEDERALLY OWNED LAND - IMPROVED (THAT	1
8910	MUNICIPALLY OWNED LAND - IMPROVED (THAT	33
9105	LOCALLY-ASSESSED RAILROAD PROPERTY	14
9170	WATER & SEWER SERVICE	3
9400	RIGHT OF WAY STREET, ROAD, ETC - PUBLIC	-
9410	RIGHT OF WAY STREET, ROAD, ETC - PRIVATE	1
9499	ASSESSMENT ARREARS	-
9500	RIVERS AND LAKES	1
9510	SUBMERGED LANDS	2

In addition, the following are exempt from the stormwater assessments: (i) cemeteries; and (ii) parcels that are undeveloped land with no impervious surface, but only for the portion of the parcels that are undeveloped as those portions do not receive material benefit from City stormwater services, facilities and programs. However, one parcel with a 9105 land use code will be assessed because of impervious surface related to a building on the parcel.

(B) Tax Parcel classifications indicative of special designations used by the Property Appraiser for recordkeeping purposes which do not represent actual or

assessable Tax Parcels are not subject to the Stormwater Assessments contemplated hereunder (e.g. header records).

(C) Notwithstanding anything herein to the contrary, the City Council reserves the right and ability in the future to impose Stormwater Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

SECTION 3.07 CREDITS.

(A) Parcels that engage in onsite stormwater management may receive a credit on their Stormwater Assessment in order to recognize the benefit of the activity to reduce the volume of stormwater leaving the properties, or enhance the quality of the runoff, thereby, reducing the burden on the City's stormwater system. The intent and purpose of the credit is to maintain equity for property owners with onsite stormwater management because such property owners have invested in measures to reduce stormwater runoff from their property and therefore reducing the effort required by the City to manage their stormwater runoff.

(B) In order for a property owner to obtain a credit, the property owner must demonstrate a specified reduction of stormwater to the City's stormwater system from the property by providing onsite attenuation for a minimum storm event required by the St. Johns River Water Management District, pursuant to applicable law.

(C) Application and eligibility requirements to obtain a credit shall be determined by written administrative policy approved by the City Manager, provided such policy shall be consistent and not in conflict with this Resolution, and supported by a written technical memorandum prepared by the City's stormwater assessment consultant evidencing a fair and equitable method of determining the applicable credit.

3.08 EFFECT OF FINAL RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein and in the Preliminary Assessment Resolution including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property; the method of apportionment and assessment; the preliminary rate of assessment; the levy and lien of the stormwater assessment; the method by which the assessments will be computed, the Assessment Roll, and the Maximum Assessment Rate unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action on this Final Assessment Resolution. Nothing contained in this Section shall be construed as prohibiting the City from presenting any legal arguments that actions filed against the validity or effectiveness of the City's stormwater assessment have been waived, estopped, forfeited or bared by the actions or inactions of any plaintiff, previous legal actions or the passage of time.

3.09 DELIVERY TO TAX COLLECTOR. The Assessment Roll, as approved by this Final Assessment Resolution, shall be delivered to the Tax Collector by the City Manager or his designee, as required by the Uniform Assessment Collection Act.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

[Adoption and Signature Page Follows]

PASSED, ADOPTED AND APPROVED this 27th day of August, 2024.

CITY COUNCIL OF
COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

Attest:

By: _____
Monica Arsenault, City Clerk

Appendix A

PROOF OF PUBLICATION

Appendix B

AFFIDAVIT OF MAILING

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Monica Arsenault
Accounts Payable
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 Main Legal CLEGL, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

08/05/2024

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 08/05/2024

Legal Clerk

Notary, State of WI, County of Brown

5·15·27

My commission expires

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NANCY HEYRMAN
Notary Public
State of Wisconsin

NOTICE OF HEARING TO ADOPT NON-AD VALOREM STORMWATER ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Stormwater Assessment non-ad valorem assessment rates, to pay a portion of annual stormwater costs related to the provision of Stormwater services, facilities and programs to properties within the City pursuant to Ordinance 10-2019 previously adopted by the City Council in 2019. The proposed updated rates will not exceed the maximum ERU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Stormwater Assessment and will not be in addition to the current Stormwater Assessment.

The public hearing will be held on August 27, 2024, at 6:00 PM or soon thereafter at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Preliminary and Final Assessment Resolutions and receiving public comment on the proposed assessment. The final decision on the assessment will be made by the City Council during the public hearings. If necessary, the City Council may continue the public hearings and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice.

Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

The total annual stormwater assessment revenue to be collected within the City for Fiscal Year 2025 is estimated to be approximately $2.3 million. For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for properties with government ownership, public roads and rights-of-way, vacant parcels, railroad tracks, certain educational establishments, bona-fide agricultural operations, parcels with less than 400 square feet of impervious surface, and such other exempt properties determined by lawful action of the City Council. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed in to one of three tiers based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table below. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel. The annual fee assessed to each parcel is then determined by multiplying $139.78 (as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2025 Assessment Rates for Single Family Parcels (up to three units)			FY 2025 Assessment Rate for Non-Single Family Parcels
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$90.87	$139.78	$243.23	$139.78 Per ERU

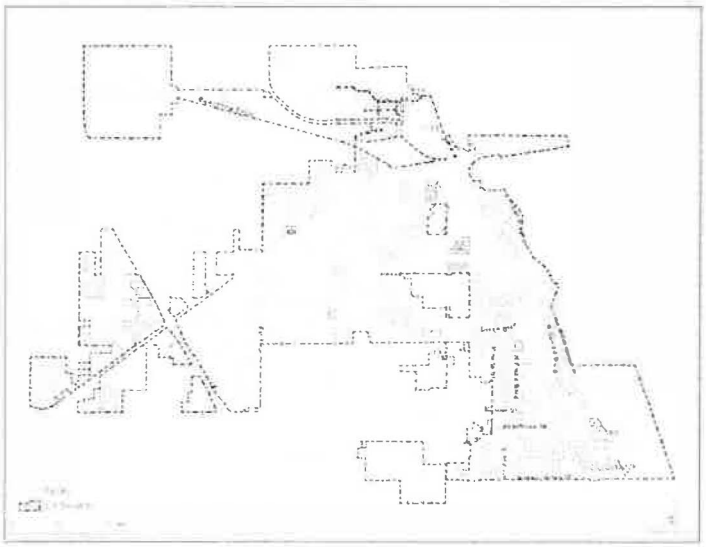
Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

For parcels that have constructed permitted, on-site facilities that meet the criteria outlined in Final Rate Resolution that mitigate the stormwater runoff from the parcel, a property owner may apply for a mitigation credit against the parcel's stormwater assessment. For those parcels that currently have a mitigation credit in the current stormwater user fee, those credits have been recognized in the assessment amount above.

The annual assessment will be increased by 2% in Fiscal Year 2025 and 4.0% each year thereafter that the assessment is levied up to a maximum assessment of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

The non-ad valorem assessment is an annual assessment which will continue from year to year. For Fiscal Year 2025 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the Ad-Valorem Tax bill to be mailed in November. The annual assessment amount will include expenses incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and will be adjusted as necessary to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) for the City to provide stormwater services, facilities and programs at appropriate levels of service.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing. If you have any questions, please contact, out Stormwater Division at (321-433-8770) or stormwater@cocoafl.org, Monday through Friday between 8:00 a.m. and 4:00 p.m.



CITY COUNCIL

CITY OF COCOA, FLORIDA

FT-29383364

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Rebecca J. Bowman, City of Cocoa Finance Director, whose business address is 65 Stone Street, Cocoa, Florida after being duly sworn, deposes and say:

I, Rebecca J. Bowman, have been designated by the City Manager of Cocoa, Florida, to mail the notices required by Section 2.05 of Resolution No. 2024-072, adopted by the City Council of Cocoa, Florida on August 13, 2024 (the "Preliminary Assessment Resolution"). On or before August 7, 2024, I mailed or directed the mailing of sixty-one notices in accordance with Section 2.05 of the Preliminary Assessment Resolution by first class mail, to each owner of property within the City of Cocoa Stormwater Assessment Area who was required to receive such notice in conformance with the requirements of Ordinance No. 10-2019, enacted by the City Council of Cocoa, Florida, at the address shown on the real property assessment tax roll maintained by the Brevard County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

Rebecca J. Bowman,
Finance Director
City of Cocoa

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by Rebecca J. Bowman, Finance Director of the City of Cocoa, Florida who is ✓ personally known to me or ____ who has produced _____as identification and did take an oath.

ABIGAIL BASS
MY COMMISSION # HH 199469
EXPIRES: November 16, 2025
Bonded Thru Notary Public Underwriters

Notary Signature and Stamp

DR-408A
N. 02/91

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the City of Cocoa, located in Brevard County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 27th day of August, 2024.
year

Chairman of the Board or authorized agent

of City of Cocoa
Name of local government

Brevard County, Florida

Legislation Details (With Text)

File #:	24-485	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	8/15/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	Approve a Resolution Amending the FY25 Budget, BAF#24-123-T, for the provision of $50,000 of State and Local Fiscal Recovery Funds (SLFRF) funds earmarked for community-based expenditures toward the City's repair/rehabilitation program, to fund projects presently on the program's wait list. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2024-082 ADA Compliant.pdf BAF 24-123-T-CS-ARPA SHIP Housing Rehab (8-27-24) Agenda 24-485.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 7, 2014
Agenda Date: August 27, 2014
Prepared By: Connor Williams, Grants Writer - Economic Development Specialist
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
Requested Action:
Approve a Resolution Amending the FY25 Budget, BAF#24-123-T, for the provision of $50,000 of State and Local Fiscal Recovery Funds (SLFRF) funds earmarked for community-based expenditures toward the City's repair/rehabilitation program, to fund projects presently on the program's wait list.

BACKGROUND:

The City operates a repair/rehabilitation program, funded primarily through the State Housing Initiative Program (SHIP). Currently, the program has 24 homes on its waitlist, while 3-5 homes are serviced each year at an average of $70,000 in renovation costs per home.

On May 10, 2022, Council approved Agenda Item 22-284 establishing a community-based reimbursement grants program utilizing State and Local Fiscal Recovery Funds (SLFRF). This program, which came to be known as the "Summer for the Kids" Program, awarded two organizations $10,000 in accordance with the grant funding requirements, leaving $50,000 remaining for community-based uses.

To utilize the remaining funding Staff explored alternative uses that do not meet the intentions sought for community-based uses and therefore would not qualify under the specific uses for SLFRF projects.

Staff believes that the City's repair/rehabilitation program, due to complying with SHIP's requirements, also falls under the beneficiary and activity allowances of the SLFRF, by facilitating the rehabilitation of residential and non-residential structures that benefit populations disproportionately impacted by the COVID-19 pandemic. The $50,000 in SLFRF funds will significantly shorten the program's current waitlist.

Staff is requesting Council Approval to approve BAF#24-123-T and the transfer of these SLFRF funds to the City's repair/rehabilitation program.

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement.

BUDGETARY IMPACT:

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

Amount Requested	($50,000)
Account Number	130-3240-559.83-03 AR1CMP
Account Name	Other Grants and Aids/Community

Amount Requested	$50,000
Account Number	130-3240-554.83-92 AR24SH
Account Name	Other Grants and Aids/Housing Rehab

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY25 Budget, BAF#24-123-T, for the provision of $50,000 of State and Local Fiscal Recovery Funds (SLFRF) funds earmarked for community-based expenditures toward the City's repair/rehabilitation program, to fund projects presently on the program's wait list.

RESOLUTION NO. 2024-082

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 27th day of August, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 123-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: CS | DATE PREPARED: 08/19/24

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 50,000)	130-3240-559.83-03	AR1CMP	Other Grants and Aids/Community	$ 0	$ 0	($ 50,000)	$ 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
($ 50,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,000	130-3240-554.83-92	AR24SH	Other Grants and Aids/Housing Rehab	$ 0	$ 0	$ 50,000	$ 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
$ 50,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF is to transfer ARPA Funds from Community Programs to Housing Rehab Program (SHIP). Agenda 24-485

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 08/27/24 RESOLUTION #: 2024-082

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.

8/19/24	Connor Williams Digitally signed by Connor Williams Date: 2024.08.19 09:42:46 -04'00'		Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.08.19 11:21:28 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/19/24	Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2024.08.19 11:09:24 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2024.08.19 09:24:52 -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 #:	24-438	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/30/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Orders-CM Authorized July 2024.pdf Visualization Change Order Authorizations.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 31, 2024
Agenda Date: August 27, 2024
Prepared By: Zoie Badalov, Staff Accountant
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of July 31th, 2024. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

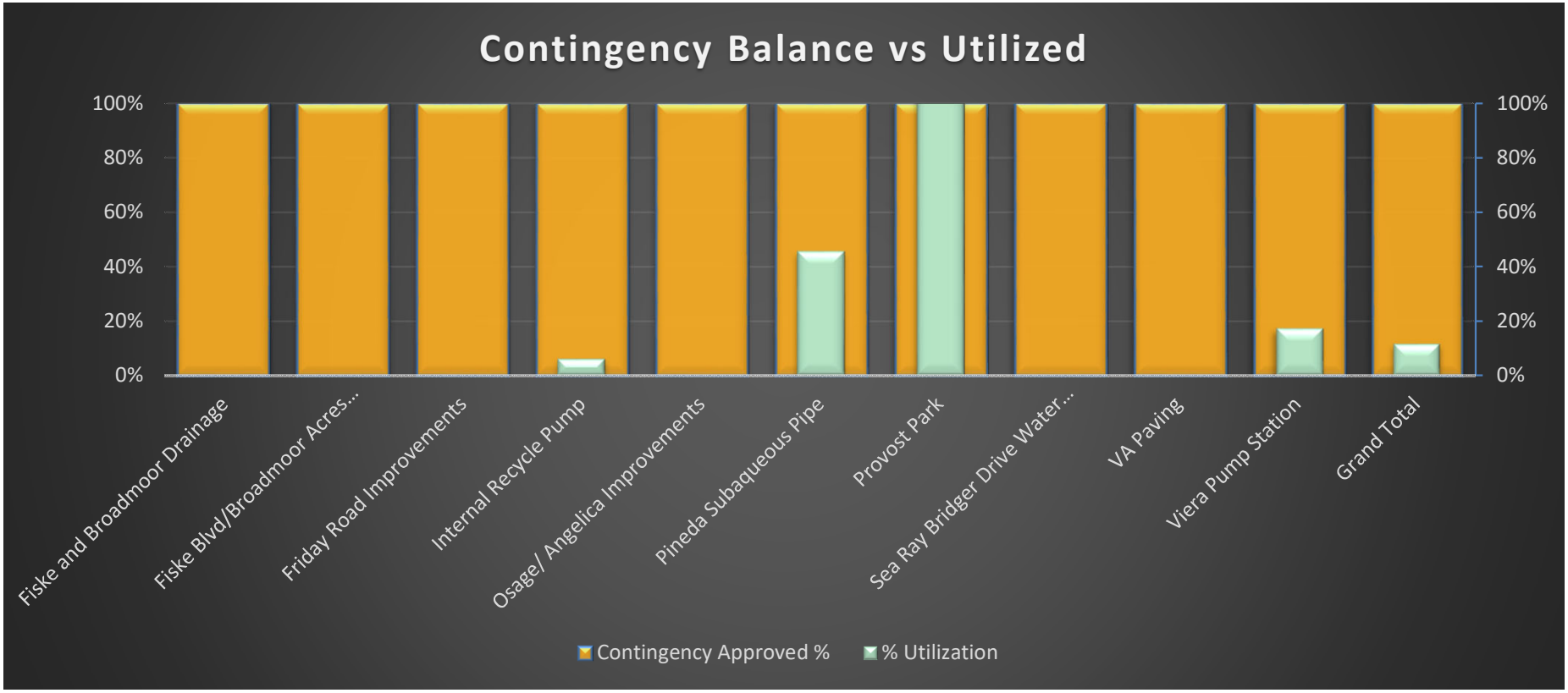
Informational Item Only

FY 2024 Change Orders - CM authorized to execute

Applied to Contingency | as of: Period 10

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
WS22IR	**Internal Recycle Pump**														
Op. Rev.		12,797,176	Total approved	2023-103											
Project Manager:	Francis Palmieri	1,297,938	Contingency and other costs authorized	2024-005											
Account #:	421-4120-536.63-00	11,499,238	Exp authorized before contingency												
	424-4055-536.63-00														
	424-4120-536.63-00														
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Wharton-Smith Inc.**			FY2024	47027	1,366,175	11,581,208	-	-	-	11,581,208	$ 2,408,538	$ 2,408,538	$ -	$ -
PO #:	**81414**				47027-1	10,133,063									
					47027-2	**81,970**									
		1,215,968													
PWFBPP	**Provost Park Improvements**														
Op. Rev.		1,969,004	Total approved	2023-100											
Project Manager:	Abigail Morgan	80,000	Contingency and other costs authorized												
Account #:	001-3580-519.63-00	1,889,004	Exp authorized before contingency												
	001-3580-519.63-07						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	001-3580-519.64-00			FY2024	47163	697,853	1,969,004	-	-	-	1,969,004	$ 1,574,672	$ 1,574,672	$ -	$ -
					47163	49,977									
					47163	1,213,174									
Vendor:					47163	8,000									
PO #:	**81560**														
		-													
AFBP22 & PW08SP	**Annual Street Paving**														
Op. Rev.		950,000	Total approved	2023-064											
Project Manager:	Abigail Morgan	26,796	Contingency and other costs authorized												
Account #:	001-3510-541.63-00	923,204	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**VA Paving**			FY2024	47376	443,982	923,204	-	-	-	923,204	$ -	$ -	$ -	$ -
PO #:	**81738**				47376-1	479,222									
		26,796													
WS21VP	**Viera Pump Station**														
Op. Rev.		917,070	Total approved	2023-015											
Project Manager:		83,370	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	833,700	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**L7 Construction**			FY2023	46161	833,700	848,267	-	-	833,700	14,567	$ 588,164	$ 548,264	$ 39,900	$ -
PO #:	**80814**				46161-1	**3,525**									
		68,803			46161-2	**11,042**									
WS21SC	**Sea Ray Bridger Drive Water Main Relocation**														
Op. Rev.		4,839,476	Total approved	2022-134											
Project Manager:	John Perrin	439,952	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	4,399,524	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	Atlantic Devlopment Cocoa			FY2023	45843	4,399,524	4,399,524	-	-	4,399,524	-	$ 4,202,580	$ 1,784,254	$ 2,418,326	$ -
	80537														
		439,952													
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**														
Op. Rev.		305,347	Total approved	2024-044											
Project Manager:		42,500	Contingency and other costs authorized												
Account #:	303-3570-538.63-08	262,847	Exp authorized before contingency												
	424-4055-536.63-08						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	Tiera Inc.			FY2022-303	44454	197,135	262,847	-	262,847	-	-	$ 145,496	$ 145,496	$ -	$ -
	79493			FY2022-424	44454-1	65,712									
		42,500			0										

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**														
Op. Rev.		8,120,647	Total approved	2024-043											
Project Manager:		1,985,102	Contingency and other costs authorized												
Account #:	303-3570-538.63-73	6,135,545	Exp authorized before contingency												
	423-3570-538.63-73						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	424-4055-536.63-73			FY2024	47365	5,698,026	6,135,546	-	-	-	6,135,546	$ 2,566,870	$ 2,566,870	$ -	$ -
	Cathcart Construction Co.				47365-1	437,520									
	81782														
		1,985,101													
WS18MI	**Pineda Subaqueous Pipe**														
Op. Rev.		12,066,069	Total approved	21-112											
Project Manager:	City of Melbourne	1,096,915	Contingency and other costs authorized												
Account #:	426-4055-536.63-00	10,969,154	Exp authorized before contingency												
Account #:	421-4055-536.63-00						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**City of Melbourne**			FY2021	WIRE	10,969,154	11,472,467	10,969,154	485,192	18,121	-	$ 11,651,223	$ 196,877	$ 485,192	$ 10,969,154
PO #:	**WIRE**			C.O. #1	WIRE-1	**399,159**									
				C.O. #2	WIRE-2	**86,033**									
				C.O. #3	WIRE-3	**(95,700)**									
				C.O. #4	WIRE-4	**43,589**									
				C.O. #5	WIRE-5	**6,950**									
				C.O. #6	WIRE-6	**14,539**									
				C.O. #7	WIRE-7	**69,457**									
				C.O. #8	WIRE-8	**158,042**									
				C.O. #9	WIRE-9	**(113,462)**									
				C.O. #10	WIRE-10	**71,186**									
				C.O. #11	WIRE-11	**(136,480)**									
		593,602													
WS24LC	**Osage/ Angelica Improvements**														
Op. Rev.		4,089,124	Total approved	2022-018											
Project Manager:		371,739	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	3,717,385	Exp authorized before contingency	2023-054											
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Atlantic Development of Cocoa**			FY2024	47958	3,717,385	3,717,385	-	-	-	3,717,385	$ 477,219	$ 477,219	$ -	$ -
	Vendor #: 05580														
PO #:	**82211**			C.O. #1	0										
				C.O. #2	0										
				C.O. #3											
		371,739		C.O. #4											
WS24WP	**Friday Road Improvements**														
Op. Rev.		4,413,648	Total approved	2022-018											
Project Manager:		401,241	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,012,407	Exp authorized before contingency	2023-054											
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Atlantic Development of Cocoa**			FY2024	47960	4,012,407	4,012,407	-	-	-	4,012,407	$ 1,312,145	$ 1,312,145	$ -	$ -
	Vendor #: 05580														
PO #:	**82212**			C.O. #1	0										
				C.O. #2	0										
				C.O. #3	0										
		401,241		C.O. #4											


Contingency Balance vs Utilized
100%
80%
60%
40%
20%
0%
Fiske and Broadmoor Drainage
Fiske Blvd/Broadmoor Acres...
Friday Road Improvements
Internal Recycle Pump
Osage/ Angelica Improvements
Pineda Subaqueous Pipe
Provost Park
Sea Ray Bridger Drive Water ...
VA Paving
Viera Pump Station
Grand Total
Contingency Approved %
% Utilization

Legislation Details (With Text)

File #:	24-439	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/30/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	!! Budget Classification Report Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 31, 2024
Agenda Date: August 27, 2024
Prepared By: Zoie Badalov, Staff Accountant
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending July 31th, 2024 (FY24) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This July 2024 (FY24) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the

year to date totals, the annual budget and the unrealized balance.
- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received)

3. Detail Budget Report Summary by Object
Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
- Budget - represents either the current period or year to date prorated budget
- Actual - represents actual cash expenditures either in the current period or year to date
- % Exp. - the percentage of actual expenditures vs. budget
- Encumbrance - encumbered amount
- Annual Budget - annual budget
- Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
- % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2024 Budget by Classification Report - Summary Listing

7/31/2024

Target for July 2024 is 83%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 14,423,032	$ -	$ 14,171,268	$ 251,764	98%
OTHER PERMITS AND FEES	$ 5,181,777	$ -	$ 5,133,288	$ 48,489	99%
INTERGOVERNMENTAL	$ 3,080,078	$ -	$ 6,267,359	$ (3,187,281)	203%
CHARGES FOR SERVICES	$ 7,786,730	$ -	$ 6,637,637	$ 1,149,093	85%
FINES AND FORFEITURES	$ 15,000	$ -	$ 67,333	$ (52,333)	449%
MISCELLANEOUS	$ 1,208,621	$ -	$ 4,430,199	$ (3,221,578)	367%
****OTHER SOURCES (NON-REVENUE)**	$ 33,040,594	$ -	$ 17,897,692	$ 15,142,902	54%
REVENUE TOTALS	**$ 64,735,832**	**$ -**	**$ 54,604,776**	**$ 10,131,056**	**84%**
EXPENSE					
SALARIES AND BENEFITS	$ 29,637,681	$ 1,048	$ 20,911,975	$ 8,724,658	71%
OPERATING EXPENDITURES	$ 19,635,525	$ 2,723,953	$ 12,441,960	$ 4,469,611	63%
CAPITAL OUTLAY	$ 12,177,104	$ 5,241,768	$ 3,569,191	$ 3,366,145	29%
GRANTS, AIDS AND OTHER	$ 1,660,796	$ 15,377	$ 1,612,916	$ 32,503	97%
NON-OPERATING USES	$ 1,624,726	$ -	$ 1,445,622	$ 179,104	89%
EXPENSE TOTALS	**$ 64,735,832**	**$ 7,982,147**	**$ 39,981,664**	**$ 16,772,021**	**74%**
REVENUE TOTALS	**$ 64,735,832**	**$ -**	**$ 54,604,776**	**$ 10,131,056**	**84%**
EXPENSE TOTALS	**$ 64,735,832**	**$ 7,982,147**	**$ 39,981,664**	**$ 16,772,021**	**74%**
	$ -	**$ (7,982,147)**	**$ 14,623,112**	**$ (6,640,965)**	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	886,836	765.90		8,868,360	10,418,735.23	118	10,642,032	223,296.77
20 00	DELINQUENT TAXES	1,250	427,431.10-	4195	12,500	31,920.71-	255	15,000	46,920.71
25 00	PENALTIES RE: TAXES	1,666	569.18	34	16,660	36,662.83	220	20,000	16,662.83-
30 00	TAX CERTIFICATES	16,666	427,976.12	2568	166,660	427,976.12	257	200,000	227,976.12-
311 **	AD VALOREM	906,418	1,880.10		9,064,180	10,851,453.47	120	10,877,032	25,578.53
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	54,166	64,505.03	119	541,660	482,319.41	89	650,000	167,680.59
312 **	SALES USE AND FUEL TAXES	54,166	64,505.03	119	541,660	482,319.41	89	650,000	167,680.59
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	133,333	199,044.93	149	1,333,330	1,694,858.28	127	1,600,000	94,858.28-
30 00	WATER-COCOA	33,333	41,809.01	125	333,330	399,696.26	120	400,000	303.74
40 00	GAS	4,583	10,506.86	229	45,830	50,000.44	109	55,000	4,999.56
80 00	PROPANE	2,000	10,864.19-	543	20,000	23,206.77	116	24,000	793.23
314 **	UTILITY SERVICE TAX	173,249	240,496.61	139	1,732,490	2,167,761.75	125	2,079,000	88,761.75-
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	55,833	53,489.01	96	558,330	541,403.35	97	670,000	128,596.65
315 **	COMMUNICATION SERVICE TAX	55,833	53,489.01	96	558,330	541,403.35	97	670,000	128,596.65
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	12,250	2,787.94	23	122,500	128,329.54	105	147,000	18,670.46
316 **	LOCAL BUSINESS TAX	12,250	2,787.94	23	122,500	128,329.54	105	147,000	18,670.46
310 ***	TAXES	1,201,916	363,158.69		12,019,160	14,171,267.52		14,423,032	251,764.48
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
10 00	TRAINING SURCHARGE	0	.00		0	.00		0	.00
322 **	BUILDING PERMITS	0	.00		0	.00		0	.00
323	FRANCHISE FEES								
10 00	ELECTRICITY	108,333	138,231.82	128	1,083,330	1,121,672.62	104	1,300,000	178,327.38
40 00	GAS	7,083	15,890.19	224	70,830	75,617.38	107	85,000	9,382.62
70 00	SOLID WASTE	25,000	26,788.61	107	250,000	265,670.23	106	300,000	34,329.77
323 **	FRANCHISE FEES	140,416	180,910.62	129	1,404,160	1,462,960.23	104	1,685,000	222,039.77
325	SPECIAL ASSESSMENT								
22 01	FIRE ASSESSMENT	273,231	485.38		2,732,310	3,185,765.08	117	3,278,777	93,011.92

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
22	02	F ASSMNT DELINQ TAXES	250	229,241.44-	1697	2,500	19,679.99-	787	3,000	22,679.99
22	03	F ASSMNT PENALTIES	416	5.14	1	4,160	12,654.04	304	5,000	7,654.04-
22	04	F ASSMNT TAX CERTS	11,666	229,292.28	1966	116,660	229,292.28	197	140,000	89,292.28-
22	*	FIRE PROTECTION	285,563	541.36		2,855,630	3,408,031.41	119	3,426,777	18,745.59
325	**	SPECIAL ASSESSMENT	285,563	541.36		2,855,630	3,408,031.41	119	3,426,777	18,745.59
329		OTHER PERMITS & FEES								
10	00	INSPECTION FEES	0	.00		0	.00		0	.00
10	01	FIRE INSPECTION FEES	2,500	15,580.00	623	25,000	16,270.00	65	30,000	13,730.00
10	02	FIRE INSPEC FEE-PDCS CHGS	0	22,848.00		0	23,808.00		0	23,808.00-
10	*	INSPECTION FEES	2,500	38,428.00	1537	25,000	40,078.00	160	30,000	10,078.00-
25	00	PLANNING AND ZONING	3,333	18,029.93	541	33,330	166,533.53	500	40,000	126,533.53-
25	01	PLANNIING CONS FEES	0	38,185.00		0	55,685.00		0	55,685.00-
25	*	PLANNING AND ZONING	3,333	56,214.93	1687	33,330	222,218.53	667	40,000	182,218.53-
35	00	FIRE INSPECTIONS	0	.00		0	.00		0	.00
329	**	OTHER PERMITS & FEES	5,833	94,642.93	1623	58,330	262,296.53	450	70,000	192,296.53-
320	***	OTHER PERMITS & FEES	431,812	276,094.91		4,318,120	5,133,288.17		5,181,777	48,488.83
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
20	01	RES OFFCR - CTY CONTRACT	0	.00		0	.00		0	.00
20	15	VOCA-2021-COCOA PD	0	.00		0	.00		0	.00
20	16	INTERNET CRIMES GRANT	0	.00		0	.00		0	.00
20	19	JAG 2020-DJ-BX-0410	0	.00		0	16,617.00-		0	16,617.00
20	21	BPV 2020 96472	0	.00		0	.00		0	.00
20	22	JAG 21-GG-01363	0	.00		0	.40		0	.40-
20	23	BULLET PROOF VEST 2021	307	.00		2,456	1,532.70	62	3,066	1,533.30
20	24	VOCA-2022-COCOA PD-00181	0	.00		0	.00		0	.00
20	25	JAG 2022-22-GG-02810	0	.00		0	13,800.00		0	13,800.00-
20	26	BULLET PROOF VEST 2022	196	.00		1,568	1,539.80	98	1,960	420.20
20	27	VOCA-2023-COCOA PD-00042	8,822	5,155.20	58	94,748	45,541.42	48	112,393	66,851.58
20	28	JAG 2023-23-GG-03233	1,298	15,572.00	1200	12,980	15,572.00	120	15,572	.00
20	29	BULLET PROOF VEST 2023	1,078	.00		10,780	.00		12,940	12,940.00
20	*	PUBLIC SAFETY	11,701	20,727.20	177	122,532	61,369.32	50	145,931	84,561.68
39	12	USDA/FOREST SVC 26866	0	.00		0	.00		0	.00
50	01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
70	02	AFRICAN AM MUSE-GR2111	1,770	.00		14,160	12,300.00-	87	17,700	30,000.00
331	**	FEDERAL GRANTS	13,471	20,727.20	154	136,692	49,069.32	36	163,631	114,561.68

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		0	.00		0	.00
333 **	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00
334	STATE GRANT								
10 15	FL CYBERSECURITY	0	.00		0	.00		1	1.00
50 01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
50 55	RESILIENT FL-FDEP 24PLN48	15,000	.00		45,000	.00		75,000	75,000.00
50 *	ECONOMIC ENVIRONMENT	15,000	.00		45,000	.00		75,000	75,000.00
70 11	HTMOORE RESTOR-GR23HM	24,497	.00		99,668	3,938.75-	4	148,664	152,602.75
90 15	FLA CORONAVIRUS SFRF	0	.00		0	.00		0	.00
334 **	STATE GRANT	39,497	.00		144,668	3,938.75-	3	223,665	227,603.75
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	66,416	65,005.63	98	664,160	618,540.94	93	797,000	178,459.06
12 20	8TH CNT MUNICIPAL GAS TAX	13,333	14,269.53	107	133,330	134,134.86	101	160,000	25,865.14
12 *	STATE REVENUE SHARING	79,749	79,275.16	99	797,490	752,675.80	94	957,000	204,324.20
14 00	MOBILE HOME LICENSES	2,083	6,003.99	288	20,830	32,682.29	157	25,000	7,682.29-
15 00	ALCOHOLIC BEVERAGE	2,083	4,013.41	193	20,830	22,294.00	107	25,000	2,706.00
18 00	LOCAL GOVERNMENT 1/2 CENT	108,333	117,383.89	108	1,083,330	1,074,686.34	99	1,300,000	225,313.66
21 00	FIREFIGHTER SUPPLEMENTAL	1,333	.00		13,330	15,554.25	117	16,000	445.75
29 21	POL PEN STATE CONTR	17,287	.00		172,870	.00		207,445	207,445.00
29 22	FIRE PEN STATE CONTR	11,861	.00		118,610	.00		142,337	142,337.00
29 *	OTHER PUBLIC SAFETY	29,148	.00		291,480	.00		349,782	349,782.00
41 00	FUEL TAX REFUNDS	1,666	8,617.32	517	16,660	24,335.60	146	20,000	4,335.60-
335 **	STATE SHARED REVENUES	224,395	215,293.77	96	2,243,950	1,922,228.28	86	2,692,782	770,553.72
337	GRANTS FROM LOCAL UNITS								
30 17	FIND BV-CO-20-147 DREDGIN	0	.00		0	.00		0	.00
30 18	FIND BV-CO-20-146 BT RAMP	0	.00		0	.00		0	.00
30 19	FIND BV-CO-21-152 DRG PII	0	.00		0	.00		0	.00
30 20	FIND BV-CO-21-151 BT PII	0	.00		0	.00		0	.00
30 21	FIND BV-CO-23-159 WTRF P1	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
60 00	HUMAN SERVICES	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
338	SHARED REVENUE LOCAL UNIT								
10 06	SR524 Widening	0	.00		0	4,300,000.00		0	4,300,000.00-
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	4,300,000.00		0	4,300,000.00-
330 ***	INTERGOVERNMENTAL REVENUE	277,363	236,020.97		2,525,310	6,267,358.85		3,080,078	3,187,280.85-
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	0	.00		0	.00		0	.00
31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
40 00	CERTIFY/COPY/SEARCH	8,274	11,070.63	134	82,740	80,974.82	98	99,295	18,320.18
90 12	PASSPORT EXECUTION FEES	250	415.45	166	2,500	2,655.45	106	3,000	344.55
341 **	GENERAL GOVERNMENT	8,524	11,486.08	135	85,240	83,630.27	98	102,295	18,664.73
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	14,666	11,725.00	80	146,660	64,252.50	44	176,000	111,747.50
10 02	SCHOOL RES OFFICER	22,833	.00		228,330	239,750.00	105	274,000	34,250.00
10 *	SVC CHG - LAW ENF SERVICE	37,499	11,725.00	31	374,990	304,002.50	81	450,000	145,997.50
20 00	SVC CHG - FIRE PROTECTION	2,500	1,400.00	56	25,000	24,717.50	99	30,000	5,282.50
90 00	OTHER PUBLIC SAFETY	83	.00		830	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	380.00	61	6,250	2,630.00	42	7,500	4,870.00
90 *	OTHER PUBLIC SAFETY	708	380.00	54	7,080	2,630.00	37	8,500	5,870.00
342 **	PUBLIC SAFETY	40,707	13,505.00	33	407,070	331,350.00	81	488,500	157,150.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	50,824	108,142.95	213	508,240	535,172.04	105	609,898	74,725.96
37 11	ROCKLEDGE	28,236	29,894.34	106	282,360	295,924.87	105	338,832	42,907.13
37 12	SUN LAKE	367	380.70	104	3,670	2,655.00	72	4,404	1,749.00
37 13	CLNY PK-M.I.UTIL CO.	186	202.50	109	1,860	2,021.60	109	2,236	214.40
37 16	COCOA BEACH	10,616	11,091.00	105	106,160	110,599.79	104	127,401	16,801.21
37 17	CAPE CANAVERAL	9,035	10,669.67	118	90,350	95,538.62	106	108,426	12,887.38
37 18	TITUSVILLE	406	418.50	103	4,060	4,162.60	103	4,879	716.40
37 *	WATER BILLING SERVICES	99,670	160,799.66	161	996,700	1,046,074.52	105	1,196,076	150,001.48
39 01	SERVICE CHARGES	75,000	70,700.82	94	750,000	733,152.48	98	900,000	166,847.52
39 03	ADMIN CHARGES	40,000	50,505.00	126	400,000	456,225.00	114	480,000	23,775.00
39 04	PENALTIES	60,000	58,379.77	97	600,000	571,710.74	95	720,000	148,289.26
39 05	NSF CHECKS	2,500	4,503.67	180	25,000	46,569.83	186	30,000	16,569.83-
39 13	HIGH CONSUMP CHGS	400	930.00	233	4,000	17,490.00	437	4,800	12,690.00-
39 *	WATER OTHER INCOME	177,900	185,019.26	104	1,779,000	1,825,148.05	103	2,134,800	309,651.95

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ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
41 10	SOLID WASTE	229,801	233,468.08	102	2,298,010	2,327,413.15	101	2,757,617	430,203.85
41 20	RECYCLING REVENUE	33,735	34,465.95	102	337,350	347,261.03	103	404,831	57,569.97
41 30	GREEN WASTE	38,327	42,553.68	111	383,270	428,326.57	112	459,933	31,606.43
41 *	GARBAGE COLLECTION	301,863	310,487.71	103	3,018,630	3,103,000.75	103	3,622,381	519,380.25
45 10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	FDOT MEDIAN MAINT	5,016	15,632.50	312	50,160	46,897.50	94	60,200	13,302.50
90 03	FDOT MNT SIGNAL/HWY LIGHT	10,550	122,182.99	1158	105,500	122,182.99	116	126,610	4,427.01
90 *	OTHER PHYSICAL ENVIRON	15,566	137,815.49	885	155,660	169,080.49	109	186,810	17,729.51
343 **	PHYSICAL ENVIRONMENT	594,999	794,122.12	134	5,949,990	6,143,303.81	103	7,140,067	996,763.19
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	83	90.00	108	830	663.75	80	1,000	336.25
20 11	SERVICE FEES	0	626.65		0	8,242.79		0	8,242.79-
20 *	PARKS & RECREATION	83	716.65	863	830	8,906.54	1073	1,000	7,906.54-
39 10	PORCHER HOUSE - REVENUES	833	1,150.00	138	8,330	9,380.00	113	10,000	620.00
39 11	TENANT MAINTENANCE FEES	100	101.51	102	1,000	1,015.10	102	1,200	184.90
39 20	COCOA CIVIC CENTER	833	3,203.30	385	8,330	17,102.23	205	10,000	7,102.23-
39 30	RIVERFRONT PARK	666	.00		6,660	3,250.47	49	8,000	4,749.53
39 *	OTHER CULTURAL SERVICES	2,432	4,454.81	183	24,320	30,747.80	126	29,200	1,547.80-
40 05	SPECIAL EVENT PERMITS	1,666	3,500.00	210	16,660	34,750.00	209	20,000	14,750.00-
50 10	EVENT FEES	280	150.00	54	2,800	2,817.35	101	3,368	550.65
50 30	ADVERTISING/SPONSORSHIPS	91	.00		910	.00		1,100	1,100.00
50 50	MISC FURNISHINGS	100	128.00	128	1,000	2,131.25	213	1,200	931.25-
50 *	SPECIAL REC FACILITIES	471	278.00	59	4,710	4,948.60	105	5,668	719.40
347 **	CULTURE/RECREATION	4,652	8,949.46	192	46,520	79,352.94	171	55,868	23,484.94-
340 ***	CHARGES FOR SERVICES	648,882	828,062.66		6,488,820	6,637,637.02		7,786,730	1,149,092.98
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,250	2,199.75	176	12,500	67,332.62	539	15,000	52,332.62-
351 **	JUDGMENTS AND FINES	1,250	2,199.75	176	12,500	67,332.62	539	15,000	52,332.62-
350 ***	FINES AND FORFEITURES	1,250	2,199.75		12,500	67,332.62		15,000	52,332.62-

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ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	10,000	4,031.25	40	100,000	33,567.79	34	120,000	86,432.21
10 02	INVESTMENT INTEREST	10,000	219,057.91	2191	100,000	1,534,262.81	1534	120,000	1,414,262.81-
10 10	FLORIDA PRIME INTEREST	50	58,704.40	7409	500	571,467.62	4294	600	570,867.62-
10 11	INTEREST/CBOS	91	.00		910	.00		1,100	1,100.00
10 *	INTEREST	20,141	281,793.56	1399	201,410	2,139,298.22	1062	241,700	1,897,598.22-
30 00	NET INC/DEC FMV INVESTMNT	0	20,502.86-		0	119,392.07		0	119,392.07-
35 01	AMERICAN TOWER	0	.00		0	.00		0	.00
35 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
35 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
35 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
35 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
35 06	LEASE - TMOBILE A2C0020A	0	.00		0	.00		0	.00
35 07	LEASE - TMOBILE A2C0555A	0	.00		0	.00		0	.00
35 *	MISCELLANEOUS INTEREST	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	26,619.47-		0	41,573.64-		0	41,573.64
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	26,619.47-		0	41,573.64-		0	41,573.64
361 **	INTEREST & OTHER EARNINGS	20,141	234,671.23	1165	201,410	2,217,116.65	1101	241,700	1,975,416.65-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	11,108	10,520.00	95	111,080	162,040.03	146	133,300	28,740.03-
39 01	AMERICAN TOWER	0	.00		0	.00		0	.00
39 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39 06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39 07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE-TENANTS	583	1,370.16	235	5,830	13,701.60	235	7,000	6,701.60-
39 20	CIVIC CENTER-TENANTS	658	660.00	100	6,580	6,600.00	100	7,900	1,300.00
39 *	RENTALS AND LEASES	1,241	2,030.16	164	12,410	20,301.60	164	14,900	5,401.60-
362 **	RENT AND ROYALTIES	12,349	12,550.16	102	123,490	182,341.63	148	148,200	34,141.63-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	52,500	1,019,901.50	1943	420,000	1,565,829.00	373	525,000	1,040,829.00-
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	52,500	1,019,901.50	1943	420,000	1,565,829.00	373	525,000	1,040,829.00-

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	1,020.79		0	2,392.24		0	2,392.24-
365 **	SALE SURPLUS MTRLS &SCRAP	0	1,020.79		0	2,392.24		0	2,392.24-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	27,628.00		0	27,628.00-
10 10	CONTRIBS FOR K-9	2,752	5,876.00	214	8,170	13,676.00	167	13,676	.00
10 14	REPLACEMENT TREES	0	.00		0	.00		0	.00
10 16	FIREHOUSE SUBS - E-BIKES	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	2,752	5,876.00	214	8,170	13,676.00	167	13,676	.00
366 **	CONTRIBUTIONS & DONATIONS	2,752	5,876.00	214	8,170	41,304.00	506	13,676	27,628.00-
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		0	.00
22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		0	.00
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	12,489	4,493.12	36	87,423	205,558.73	235	112,400	93,158.73-
90 02	POLICE SECURITY SERVICES	0	.00		0	.00		0	.00
90 03	CODE ENF ABATE/DEMO REV	8,333	4,428.20	53	83,330	121,320.37	146	100,000	21,320.37-
90 04	MISC. POLICE REVENUES	708	179.49	25	7,080	910.91	13	8,500	7,589.09
90 05	INVESTIGATIVE COSTS REIM	4,512	2,818.05	63	45,120	33,850.97	75	54,145	20,294.03
90 09	PROPERTY REGISTRATION	416	1,000.00	240	4,160	5,200.00	125	5,000	200.00-
90 12	LEISURE SVCS -CANCEL FEES	0	97.50		0	928.75		0	928.75-
90 *	OTHER MISC REVENUES	26,458	13,016.36	49	227,113	367,769.73	162	280,045	87,724.73-
96 00	INSURANCE REFUND/PROCEEDS	0	13,351.00		0	53,446.21		0	53,446.21-
369 **	OTHER MISC REVENUES	26,458	26,367.36	100	227,113	421,215.94	186	280,045	141,170.94-
360 ***	MISCELLANEOUS REVENUES	114,200	1,300,387.04		980,183	4,430,199.46		1,208,621	3,221,578.46-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	TRF FROM CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	747,606	2,205,687.67	295	914,700	2,372,787.70	259	2,409,921	37,133.30
91 11	TRF FROM DIAMOND SQ (111)	0	.00		800,000	800,000.00	100	800,000	.00
91 14	TRF FROM ARPA (130)	0	.00		0	13,377.09		0	13,377.09-
91 20	TRF FROM DBT SVC (201)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 23	TRF FROM STORMWATER (423)	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 30	TRF FROM CAP PROJ (301)	0	.00		0	.00		0	.00
91 31	TRF FROM FISKE BV (303)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISC (141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	747,606	2,205,687.67	295	1,714,700	3,186,164.79	186	3,209,921	23,756.21
94 21	TRANS FR 421 OH ALLOC	664,154	664,154.00	100	6,641,540	6,641,540.00	100	7,969,848	1,328,308.00
94 23	TRANS FR 423 OH ALLOC	26,041	26,041.88	100	260,410	260,419.16	100	312,503	52,083.84
94 *	INTERFUND TRANSFER	690,195	690,195.88	100	6,901,950	6,901,959.16	100	8,282,351	1,380,391.84
381 **	INTERFUND TRANSFER	1,437,801	2,895,883.55	201	8,616,650	10,088,123.95	117	11,492,272	1,404,148.05
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS (ROI)	640,777	640,777.92	100	6,407,770	6,407,779.20	100	7,689,335	1,281,555.80
40 01	6% PILOFF	140,178	140,178.92	100	1,401,780	1,401,789.20	100	1,682,147	280,357.80
40 *	CONTRIBUTIONS (ROI)	780,955	780,956.84	100	7,809,550	7,809,568.40	100	9,371,482	1,561,913.60
382 **	CONTRIBUTIONS ENTERPRISE	780,955	780,956.84	100	7,809,550	7,809,568.40	100	9,371,482	1,561,913.60
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	1,124,519	.00		9,927,804	.00		12,176,840	12,176,840.00
99 *	BALANCE FORWARD	1,124,519	.00		9,927,804	.00		12,176,840	12,176,840.00
389 **	NON OPERATING SOURCES	1,124,519	.00		9,927,804	.00		12,176,840	12,176,840.00
380 ***	OTHER SOURCES(NON-REV)	3,343,275	3,676,840.39		26,354,004	17,897,692.35		33,040,594	15,142,901.65
FUND TOTAL	GENERAL FUND	6,018,698	6,682,764.41		52,698,097	54,604,775.99		64,735,832	10,131,056.01
GRAND TOTAL		6,018,698	6,682,764.41		52,698,097	54,604,775.99		64,735,832	10,131,056.01

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	80359	72150.60	90	825145	748264.19	91	.00	985919	237654.81	76
11 **	EXECUTIVE SALARIES	80359	72150.60	90	825145	748264.19	91	.00	985919	237654.81	76
12-00	REGULAR SALARIES & WAGES	1121529	977854.61	87	11849941	10169204.19	86	.00	14093135	3923930.81	72
12-06	SALARIES/CONTRACTUAL	9896	10254.00	104	97708	92609.00	95	.00	117500	24891.00	79
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	26584	6286.42	24	158621	170596.26	108	.00	211814	41217.74	81
12 **	REGULAR SALARIES & WAGES	1158009	994395.03	86	12106270	10432409.45	86	.00	14422449	3990039.55	72
13-00	OTHER SALARIES & WAGES	102879	92107.41	90	883236	794219.18	90	.00	1089037	294817.82	73
13 **	OTHER SALARIES & WAGES	102879	92107.41	90	883236	794219.18	90	.00	1089037	294817.82	73
14-00	OVERTIME	122160	78050.76	64	810845	900379.39	111	.00	1055237	154857.61	85
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	122160	78050.76	64	810845	900379.39	111	.00	1055237	154857.61	85
15-00	SPECIAL PAY	32848	37055.75	113	323559	342866.71	106	.00	389296	46429.29	88
15 **	SPECIAL PAY	32848	37055.75	113	323559	342866.71	106	.00	389296	46429.29	88
20-00	CLOTHING/SHOE ALLOWANCE	1846	.00	0	18460	13906.93	75	.00	22168	8261.07	63
20 **	CLOTHING/SHOE ALLOWANCE	1846	.00	0	18460	13906.93	75	.00	22168	8261.07	63
21-00	FICA TAXES	112275	95948.73	86	1118525	996634.48	89	.00	1343201	346566.52	74
21 **	FICA TAXES	112275	95948.73	86	1118525	996634.48	89	.00	1343201	346566.52	74
22-00	RETIREMENT CONTRIBUTIONS	106810	98445.85	92	1058255	1023475.75	97	.00	1272004	248528.25	81
22-01	FIRE PENSION	225715	188002.06	83	2257150	1982459.36	88	.00	2708603	726143.64	73
22-02	STATE CONTRIBUTIONS	29148	.00	0	291480	.00	0	.00	349782	349782.00	0
22-03	NON-FRS RETIREMENT PLAN	2963	2830.84	96	29630	29385.80	99	.00	35580	6194.20	83
22 **	RETIREMENT CONTRIBUTIONS	364636	289278.75	79	3636515	3035320.91	84	.00	4365969	1330648.09	70
23-00	INSURANCES	5721	4446.44	78	56541	40864.09	72	.00	68086	27221.91	60

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-02	MEDICARE PART B	34275	23553.32	69	342750	326833.54	95	1048.20	411300	83418.26	80
23-04	MEDICAL	317120	253856.38	80	3196252	2376558.14	74	.00	3830582	1454023.86	62
23-05	HEALTH GF RETIREES 50%	5287	4180.05	79	54258	38549.35	71	.00	64828	26278.65	60
23-06	HEALTH GF RETIREES 100%	24415	19501.36	80	244150	204302.60	84	.00	292980	88677.40	70
23-07	DENTAL INSURANCE	15413	12281.07	80	153135	116624.74	76	.00	184088	67463.26	63
23-08	VISION INSURANCE	2727	2215.86	81	27110	20928.92	77	.00	32744	11815.08	64
23-09	LONG TERM DISABILITY	4188	4179.69	100	41736	39048.33	94	.00	50234	11185.67	78
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	409146	324214.17	79	4115932	3163709.71	77	1048.20	4934842	1770084.09	64
24-00	WORKER'S COMPENSATION	64299	27835.88	43	641052	301578.76	47	.00	769764	468185.24	39
24 **	WORKER'S COMPENSATION	64299	27835.88	43	641052	301578.76	47	.00	769764	468185.24	39
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	8330	2200.00	26	.00	10000	7800.00	22
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	8330	2200.00	26	.00	10000	7800.00	22
27-00	BENEFIT OFFSET	21500	18154.04	84	206803	180485.33	87	.00	249799	69313.67	72
27 **	BENEFIT OFFSET	21500	18154.04	84	206803	180485.33	87	.00	249799	69313.67	72
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	55027	44612.24	81	464156	356827.25	77	144672.44	574223	72723.31	87
31-01	LEGAL EXPENSES	41186	28999.31	70	416207	321064.95	77	167515.05	498580	10000.00	98
31-02	MEDICAL SERVICES	4644	2237.05	48	46440	36352.85	78	14406.70	55730	4970.45	91
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1158	.00	0	11580	13905.00	120	.00	13905	.00	100
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM MUSE-GR2111	1770	.00	0	14160	17700.00	125	.00	17700	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-16	HTMOORE RESTOR-GR23HM	420	.00	0	3360	.00	0	4203.50	4204	.50	100
31-17	RESILIENT FL-FDEP 24PLN48	15000	.00	0	45000	.00	0	74945.50	75000	54.50	100
31-33	EMPLOYEE HEALTH CENTER	34768	53048.89	153	347680	330711.00	95	86510.00	417221	.00	100
31 **	PROFESSIONAL SERVICES	153973	128897.49	84	1348583	1076561.05	80	492253.19	1656563	87748.76	95
32-00	ACCOUNTING & AUDITING	6333	.00	0	63330	67000.00	106	.00	76000	9000.00	88
32 **	ACCOUNTING & AUDITING	6333	.00	0	63330	67000.00	106	.00	76000	9000.00	88
34-00	CONTRACT SERVICES	140433	345023.83	246	1432425	2787568.94	195	392949.49	1713358	1467160.43-	186
34-03	CUSTOMER SERVICE CONTRACT	277010	273427.99	99	2770100	2477715.29	89	.00	3324121	846405.71	75
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	36000	62694.65	174	360000	327146.50	91	83726.00	432000	21127.50	95
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34-23	JAG 2022-22-GG-02810	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	453443	681146.47	150	4562525	5592430.73	123	476675.49	5469479	599627.22-	111
39-00	CONTINGENCY	86298	.00	0	1540219	.00	0	.00	1712826	1712826.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	86298	.00	0	1540219	.00	0	.00	1712826	1712826.00	0
40-00	TRAVEL & PER DIEM	7273	10198.91	140	85365	36371.01	43	35.00	100033	63626.99	36
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
40-23	VOCA-2023-COCOA PD-00042	427	.00	0	1281	.00	0	.00	2136	2136.00	0
40 **	TRAVEL & PER DIEM	7700	10198.91	133	86646	36371.01	42	35.00	102169	65762.99	36
41-00	COMMUNICATION	34919	11610.48	33	343415	304984.34	89	65480.05	413302	42837.61	90
41-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
41 **	COMMUNICATION	34919	11610.48	33	343415	304984.34	89	65480.05	413302	42837.61	90

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
42-00	POSTAGE & FREIGHT	47605	77094.08	162	434710	380873.24	88	131949.50	530019	17196.26	97
42 **	POSTAGE & FREIGHT	47605	77094.08	162	434710	380873.24	88	131949.50	530019	17196.26	97
43-00	ELECTRIC/WATER/SEWER	72658	6473.34	9	756318	500885.54	66	374641.66	901649	26121.80	97
43 **	ELECTRIC/WATER/SEWER	72658	6473.34	9	756318	500885.54	66	374641.66	901649	26121.80	97
44-00	RENTALS AND LEASES	4415	6758.47	153	45128	46914.19	104	2417.30	53980	4648.51	91
44 **	RENTALS AND LEASES	4415	6758.47	153	45128	46914.19	104	2417.30	53980	4648.51	91
45-00	INSURANCE	72356	.00	0	762520	730381.97	96	.00	907249	176867.03	81
45 **	INSURANCE	72356	.00	0	762520	730381.97	96	.00	907249	176867.03	81
46-00	REPAIRS & MAINTENANCE	125988	27614.97	22	1027626	620902.97	60	287522.45	1279635	371209.58	71
46-02	REPAIR/MAINT BUILDING	30400	18883.90	62	331090	211240.12	64	129642.29	391895	51012.59	87
46-03	REPAIR/MAINT-VEHICLES	40366	24819.91	62	397843	301045.98	76	5614.06	478653	171992.96	64
46-04	HTMOORE RESTOR-GR23HM	48153	.00	0	192612	.00	0	277259.63	288920	11660.37	96
46-05	HYDRANT FEES	21649	21585.33	100	216490	215853.30	100	.00	259797	43943.70	83
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	266556	92904.11	35	2165661	1349042.37	62	700038.43	2698900	649819.20	76
47-00	PRINTING & BINDING	9943	22400.98	225	132864	104047.57	78	37272.10	152820	11500.33	93
47 **	PRINTING & BINDING	9943	22400.98	225	132864	104047.57	78	37272.10	152820	11500.33	93
48-00	PROMOTIONAL ACTIVITIES	5258	4076.83	78	56590	34480.01	61	.00	67149	32668.99	51
48-11	BUSINESS ASSIST. PROGRAM	41	37.48	91	410	37.48	9	.00	500	462.52	8
48 **	PROMOTIONAL ACTIVITIES	5299	4114.31	78	57000	34517.49	61	.00	67649	33131.51	51
49-00	OTHER CHARGES & OBLIG.	22209	9316.85	42	210727	128917.49	61	112707.86	255251	13625.65	95
49-02	ADVERTISING	124	.00	0	1240	.00	0	.00	1500	1500.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	4160	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	5453.75-	0	0	37321.07-	0	.00	0	37321.07	0
49-08	CASH OVER/SHORT	0	.00	0	0	1.00	0	.00	0	1.00-	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-21	PD INVESTIGATIVE FUNDS	2083	.00	0	20830	1180.00	6	.00	25000	23820.00	5
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	24832	3863.10	16	236957	92777.42	39	112707.86	286751	81265.72	72
51-00	OFFICE SUPPLIES	3545	1821.35	51	39865	15740.14	40	.00	47067	31326.86	33
51-39	VOCA-2023-COCOA PD-00042	50	.00	0	200	208.99	105	.00	300	91.01	70
51 **	OFFICE SUPPLIES	3595	1821.35	51	40065	15949.13	40	.00	47367	31417.87	34
52-00	OPERATING SUPPLIES	85909	37532.82	44	800462	759453.93	95	71440.27	972392	141497.80	85
52-02	UNIFORMS-PURCHASED	8851	4415.19	50	76649	52177.25	68	38661.67	94374	3535.08	96
52-05	EMS 1st RESP-CONSUM SUPP	4780	2177.36	46	47944	28636.77	60	18774.46	57505	10093.77	82
52-07	JANITORIAL SUPPLIES	4482	5558.68	124	44820	34186.47	76	.00	53805	19618.53	64
52-10	HEATING FUEL	474	282.99	60	4740	2632.83	56	3055.17	5688	.00	100
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	307	.00	0	2456	3065.40	125	.00	3066	.60	100
52-26	BULLET PROOF VEST 2022	392	.00	0	3136	3919.00	125	1.00	3920	.00	100
52-30	FUEL, OIL, & LUBRICANTS	28243	22520.97	80	287638	200639.61	70	.00	344195	143555.39	58
52-33	EMPLOYEE HEALTH CENTER	15729	22009.04	140	157290	128303.73	82	60446.27	188750	.00	100
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	1298	.00	0	12980	15572.00	120	.00	15572	.00	100
52-38	BULLET PROOF VEST 2023	2156	1255.00	58	21560	21699.08	101	4180.92	25880	.00	100
52-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	152621	95752.05	63	1459675	1250286.07	86	196559.76	1765147	318301.17	82
53-00	ROAD MATERIALS/SUPPLIES	3847	2068.88	54	38470	35129.16	91	7106.35	46175	3939.49	92
53 **	ROAD MATERIALS/SUPPLIES	3847	2068.88	54	38470	35129.16	91	7106.35	46175	3939.49	92

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
54-00	MEMBERSHIP/PUBLICATIONS	3990	1983.68	50	55609	35919.15	65	.00	63726	27806.85	56
54 **	MEMBERSHIP/PUBLICATIONS	3990	1983.68	50	55609	35919.15	65	.00	63726	27806.85	56
55-00	TRAINING	17486	5791.44	33	170346	64041.55	38	3554.46	205435	137838.99	33
55-01	EDA PROGRAM	2251	6340.50	282	19674	13685.51	70	2258.00	24182	8238.49	66
55-02	P/F HS RECRUITMENT	2641	.00	0	13928	6521.79	47	12433.38	19208	252.83	99
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55-36	VOCA-2023-COCOA PD-00042	260	900.00	346	780	900.00	115	400.00	1300	.00	100
55 **	TRAINING	22638	13031.94	58	204728	85148.85	42	18645.84	250125	146330.31	42
56-15	IT-RELATED OPERATING EXP	185887	35076.89	19	2061738	702740.91	34	108170.85	2433628	1622716.24	33
56-16	FL CYBERSECURITY	0	.00	0	0	.00	0	.00	1	1.00	0
56 **	TECHNOLOGY SYSTEMS	185887	35076.89	19	2061738	702740.91	34	108170.85	2433629	1622717.24	33
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	24138	.00	0	193104	.00	0	.00	241379	241379.00	0
61 **	LAND	24138	.00	0	193104	.00	0	.00	241379	241379.00	0
62-00	BUILDINGS	213269	119380.15-	56-	1330252	35197.15-	3-	.00	1756794	1791991.15	2-
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	213269	119380.15-	56-	1330252	35197.15-	3-	.00	1756794	1791991.15	2-
63-00	INFRASTRUCTURE	891759	10394.13	1	2337917	719093.64	31	2950442.18	4121434	451898.18	89
63-07	IMPROVE OTHER THAN BLDG	182003	199244.94	110	1856308	1820244.35	98	259802.20	2220324	140277.45	94

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	1073762	209639.07	20	4194225	2539337.99	61	3210244.38	6341758	592175.63	91
64-00	MACHINERY AND EQUIPMENT	387201	5876.00	2	2999121	1021714.18	34	2031523.55	3773550	720312.27	81
64-15	IT HARDWARE	2958	.00	0	57696	43336.44	75	.00	63623	20286.56	68
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	390159	5876.00	2	3056817	1065050.62	35	2031523.55	3837173	740598.83	81
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	4273	4279.10	100	42730	42714.77	100	8563.26	51278	.03-	100
71-33	LEASED POSTAGE METER	221	.00	0	663	.00	0	1102.17	1103	.83	100
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
71-69	SBITA - SAMSARA	5271	5312.66	101	21084	26281.98	125	5341.11	31624	.91	100
71 **	DEBT SERVICE - PRINCIPAL	9765	9591.76	98	64477	68996.75	107	15006.54	84005	1.71	100
72-30	LEASE - COPIERS	35	28.90	83	350	365.23	104	52.74	418	.03	100
72-33	LEASED POSTAGE METER	31	.00	0	93	.00	0	152.79	153	.21	100
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	236	193.54	82	944	1249.02	132	165.09	1415	.89	100
72 **	DEBT SERVICE - INTEREST	302	222.44	74	1387	1614.25	116	370.62	1986	1.13	100
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	128525	.00	0	1285250	1542305.00	120	.00	1542305	.00	100
81 **	AIDS TO GOVT AGENCY	128525	.00	0	1285250	1542305.00	120	.00	1542305	.00	100
82-01	ECON DEV INCENTIVE CONTR	1666	.00	0	16660	.00	0	.00	20000	20000.00	0
82 **	AID TO PRIVATE ORGANIZAT	1666	.00	0	16660	.00	0	.00	20000	20000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	1041	.00	0	10410	.00	0	.00	12500	12500.00	0
83 **	OTHER GRANTS & AIDS	1041	.00	0	10410	.00	0	.00	12500	12500.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	89560	89653.08	100	895600	895621.80	100	.00	1074726	179104.20	83
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	550000.00	0	550000	550000.00	100	.00	550000	.00	100
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	89560	639653.08	714	1445600	1445621.80	100	.00	1624726	179104.20	89
FUND 001	TOTAL *********										
	GENERAL FUND	6021885	3969989.85	66	52689015	39981664.49	76	7982146.67	64735832	16772020.84	74
GRAND	TOTAL *********										
		6021885	3969989.85	66	52689015	39981664.49	76	7982146.67	64735832	16772020.84	74

FY 2024 Budget by Classification Report - Summary Listing

7/31/2024

Target for July 2024 is 83%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 77,093,525	$ -	$ 65,306,501	$ 11,787,024	85%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 567,350	$ -	$ 1,661,895	$ (1,094,545)	293%
*OTHER SOURCES (NON-REVENUE)	$ 16,937,756	$ -	$ 199,904	$ 16,737,852	1%
REVENUE TOTALS	**$ 94,598,631**	**$ -**	**$ 67,168,300**	**$ 27,430,331**	**71%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,545,940	$ -	$ 13,725,578	$ 6,820,362	67%
OPERATING EXPENDITURES	$ 29,160,210	$ 6,074,921	$ 15,747,151	$ 7,307,544	54%
CAPITAL OUTLAY	$ 4,623,066	$ 1,167,515	$ 1,278,701	$ 2,176,850	28%
GRANTS, AIDS AND OTHER	$ 479,870	$ 115,368	$ 363,227	$ 1,275	76%
NON-OPERATING USES	$ 39,789,545	$ -	$ 35,704,108	$ 4,085,437	90%
EXPENSE TOTALS	**$ 94,598,631**	**$ 7,357,804**	**$ 66,818,765**	**$ 20,391,468**	78%
REVENUE TOTALS	**$ 94,598,631**	**$ -**	**$ 67,168,300**	**$ 27,430,331**	**71%**
EXPENSE TOTALS	**$ 94,598,631**	**$ 7,357,804**	**$ 66,818,765**	**$ 20,391,468**	**78%**
**	**$ -**	**$ (7,357,804)**	**$ 349,536**	**$ 7,038,862**	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
	50 01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
	30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	31 00	WATER SALES	5,385,017	5,514,314.02	102	53,850,170	54,008,885.07	100	64,620,205	10,611,319.93
	33 00	WATER CONNECTION FEE	47,267	121,961.35	258	472,670	832,566.82	176	567,211	265,355.82-
	36 00	WATER HYDRANT FEES	327,416	355,298.85	109	3,274,160	3,538,581.19	108	3,928,996	390,414.81
	39 06	HYDRANT RESID FLOW TEST	141	1,200.00	851	1,410	11,400.00	809	1,696	9,704.00-
	39 07	BACKFLOW DEVICE TEST	12,808	19,519.79	152	128,080	194,649.48	152	153,700	40,949.48-
	39 08	JUMPER METERS	61	400.00	656	610	2,320.00	380	742	1,578.00-
	39 09	PLAN REVIEW/CONST INSPECT	1,060	3,750.00	354	10,600	48,750.00	460	12,720	36,030.00-
	39 10	BACKFLOW PRV/RLCT TEMP	44	105.42	240	440	869.20	198	530	339.20-
	39 *	WATER OTHER INCOME	14,114	24,975.21	177	141,140	257,988.68	183	169,388	88,600.68-
	51 00	SEWER SALES	613,203	635,143.55	104	6,132,030	6,294,574.66	103	7,358,443	1,063,868.34
	51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	51 *	SEWER SALES	613,203	635,143.55	104	6,132,030	6,294,574.66	103	7,358,443	1,063,868.34
	53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
	59 01	GREASE TRAP PERMITS	547	790.82	145	5,470	7,915.53	145	6,572	1,343.53-
	60 00	REUSE WATER SALES	36,274	36,752.43	101	362,740	359,675.93	99	435,290	75,614.07
	60 01	REUSE WATER INSTALLATION	618	726.00	118	6,180	6,313.48	102	7,420	1,106.52
	60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	60 *	REUSE WATER SALES	36,892	37,478.43	102	368,920	365,989.41	99	442,710	76,720.59
	90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	6,424,456	6,689,962.23	104	64,244,560	65,306,501.36	102	77,093,525	11,787,023.64
340	***	CHARGES FOR SERVICES	6,424,456	6,689,962.23		64,244,560	65,306,501.36		77,093,525	11,787,023.64

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	1,816.43		0	48,488.04		0	48,488.04-
10 02	INVESTMENT INTEREST	41,757	334,622.98	801	417,570	845,704.35	203	501,087	344,617.35-
10 10	FLORIDA PRIME INTEREST	0	39,645.24		0	39,645.24		0	39,645.24-
10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
10 *	INTEREST	41,757	376,084.65	901	417,570	933,837.63	224	501,087	432,750.63-
30 00	NET INC/DEC FMV INVESTMNT	0	25,980.46-		0	678,200.25		0	678,200.25-
40 00	GAIN/(LOSS) SALE INVEST	0	148,241.52-		0	223,444.95-		0	223,444.95
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	148,241.52-		0	223,444.95-		0	223,444.95
361 **	INTEREST & OTHER EARNINGS	41,757	201,862.67	483	417,570	1,388,592.93	333	501,087	887,505.93-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	114	.00		1,140	1,300.00	114	1,378	78.00
362 **	RENT AND ROYALTIES	114	.00		1,140	1,300.00	114	1,378	78.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	1,291.41-		0	1,291.41
10 00	GAIN/(LOSS)SALE OF F/A	833	10,511.37	1262	8,330	83,598.24	1004	10,000	73,598.24-
364 **	DISPOSITION FIXED ASSETS	833	10,511.37	1262	8,330	82,306.83	988	10,000	72,306.83-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	265	.00		2,650	14,977.60	565	3,180	11,797.60-
365 **	SALE SURPLUS MTRLS &SCRAP	265	.00		2,650	14,977.60	565	3,180	11,797.60-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	4,308	39,747.33	923	43,080	129,478.41	301	51,705	77,773.41-
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	4,308	39,747.33	923	43,080	129,478.41	301	51,705	77,773.41-
96 00	INSURANCE REFUND/PROCEEDS	0	709.34		0	45,239.36		0	45,239.36-
369 **	OTHER MISC REVENUES	4,308	40,456.67	939	43,080	174,717.77	406	51,705	123,012.77-
360 ***	MISCELLANEOUS REVENUES	47,277	252,830.71		472,770	1,661,895.13		567,350	1,094,545.13-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91 24	RENEW & REPLACE (424)	16,659	.00		166,590	199,904.00	120	199,904	.00
91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 27	TRF FROM W/S RESRVS (425)	0	.00		0	.00		0	.00
91 42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91 52	TRF FROM WORK COMP (520)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	16,659	.00		166,590	199,904.00	120	199,904	.00
381 **	INTERFUND TRANSFER	16,659	.00		166,590	199,904.00	120	199,904	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	LEASE PROCEEDS	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	1,506,965	.00		13,723,905	.00		16,737,852	16,737,852.00
99 *	BALANCE FORWARD	1,506,965	.00		13,723,905	.00		16,737,852	16,737,852.00
389 **	NON OPERATING SOURCES	1,506,965	.00		13,723,905	.00		16,737,852	16,737,852.00
380 ***	OTHER SOURCES(NON-REV)	1,523,624	.00		13,890,495	199,904.00		16,937,756	16,737,852.00
FUND TOTAL	WATER/SEWER FUND	7,995,357	6,942,792.94		78,607,825	67,168,300.49		94,598,631	27,430,330.51
GRAND TOTAL		7,995,357	6,942,792.94		78,607,825	67,168,300.49		94,598,631	27,430,330.51

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	14297	13161.60	92	142970	137538.72	96	.00	171571	34032.28	80
11 **	EXECUTIVE SALARIES	14297	13161.60	92	142970	137538.72	96	.00	171571	34032.28	80
12-00	REGULAR SALARIES & WAGES	962391	704298.18	73	9759177	7717111.10	79	.00	11684004	3966892.90	66
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	20262	1702.20	8	86099	125274.27	146	.00	126611	1336.73	99
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	982653	706000.38	72	9845276	7842385.37	80	.00	11810615	3968229.63	66
13-00	OTHER SALARIES & WAGES	58453	51588.29	88	523067	486657.79	93	.00	640001	153343.21	76
13 **	OTHER SALARIES & WAGES	58453	51588.29	88	523067	486657.79	93	.00	640001	153343.21	76
14-00	OVERTIME	61812	74203.14	120	618120	719381.64	116	.00	741778	22396.36	97
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	61812	74203.14	120	618120	719381.64	116	.00	741778	22396.36	97
15-00	SPECIAL PAY	175	.00	0	1750	200.00	11	.00	2100	1900.00	10
15 **	SPECIAL PAY	175	.00	0	1750	200.00	11	.00	2100	1900.00	10
20-00	CLOTHING/SHOE ALLOWANCE	1806	240.00	13	17927	20177.84	113	.00	21565	1387.16	94
20 **	CLOTHING/SHOE ALLOWANCE	1806	240.00	13	17927	20177.84	113	.00	21565	1387.16	94
21-00	FICA TAXES	84941	63650.66	75	849113	694263.78	82	.00	1019021	324757.22	68
21 **	FICA TAXES	84941	63650.66	75	849113	694263.78	82	.00	1019021	324757.22	68
22-00	RETIREMENT CONTRIBUTIONS	163820	121743.00	74	1450303	1393044.51	96	.00	1777960	384915.49	78
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	445	403.40	91	4450	4271.21	96	.00	5346	1074.79	80
22 **	RETIREMENT CONTRIBUTIONS	164265	122146.40	74	1454753	1397315.72	96	.00	1783306	385990.28	78
23-00	INSURANCES	2794	2817.43	101	27800	27490.08	99	.00	33418	5927.92	82
23-02	RETIREES OTHER INSURANCES	10804	6177.92	57	129046	98348.78	76	.00	150663	52314.22	65
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-04	MEDICAL	250914	192971.69	77	2716784	1861783.70	69	.00	3218654	1356870.30	58
23-05	HEALTH RETIREES 50%	1408	464.45	33	14080	6966.75	50	.00	16903	9936.25	41
23-06	HEALTH RETIREES 100%	3756	2786.70	74	37560	31582.60	84	.00	45074	13491.40	70
23-07	DENTAL INSURANCE	12245	8384.64	69	122450	81288.70	66	.00	146979	65690.30	55
23-08	VISION INSURANCE	2181	1550.18	71	21810	15034.00	69	.00	26217	11183.00	57
23-09	LONG TERM DISABILITY	2859	2881.46	101	28436	28196.14	99	.00	34197	6000.86	83
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	286961	218034.47	76	3097966	2150690.75	69	.00	3672105	1521414.25	59
24-00	WORKER'S COMPENSATION	42279	14660.37	35	423084	169682.22	40	.00	507678	337995.78	33
24 **	WORKER'S COMPENSATION	42279	14660.37	35	423084	169682.22	40	.00	507678	337995.78	33
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	8330	1925.00	23	.00	10000	8075.00	19
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	8330	1925.00	23	.00	10000	8075.00	19
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	13850	10700.00	77	138500	105359.59	76	.00	166200	60840.41	63
27 **	BENEFIT OFFSET	13850	10700.00	77	138500	105359.59	76	.00	166200	60840.41	63
31-00	PROFESSIONAL SERVICES	37672	17953.00	48	397513	123506.20	31	58498.00	472870	290865.80	39
31-01	LEGAL EXPENSES	47264	10128.90	21	450612	125938.62	28	167715.22	545139	251485.16	54
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	350908	195556.55	56	2892447	1540405.81	53	1915900.93	3594263	137956.26	96
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	435844	223638.45	51	3740572	1789850.63	48	2142114.15	4612272	680307.22	85
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	186713	902934.24	484	1680317	1504081.41	90	302226.91	2053772	247463.68	88
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	186713	902934.24	484	1680317	1504081.41	90	302226.91	2053772	247463.68	88
39-00	CONTINGENCY	94743-	.00	0	679071	.00	0	.00	489595	489595.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	94743-	.00	0	679071	.00	0	.00	489595	489595.00	0
40-00	TRAVEL AND PER DIEM	1784	680.88	38	18337	7437.40	41	.00	21938	14500.60	34
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1784	680.88	38	18337	7437.40	41	.00	21938	14500.60	34
41-00	COMMUNICATION	19218	15306.79	80	191586	148295.05	77	50121.06	230061	31644.89	86
41 **	COMMUNICATION	19218	15306.79	80	191586	148295.05	77	50121.06	230061	31644.89	86
42-00	FREIGHT & POSTAGE SERVICE	1547	171.47	11	12615	4415.07	35	.00	15740	11324.93	28
42 **	FREIGHT & POSTAGE SERVICE	1547	171.47	11	12615	4415.07	35	.00	15740	11324.93	28
43-00	ELECTRIC/WATER/SEWER	236039	115257.36	49	1808096	1624492.37	90	585174.38	2280205	70538.25	97
43 **	ELECTRIC/WATER/SEWER	236039	115257.36	49	1808096	1624492.37	90	585174.38	2280205	70538.25	97
44-00	RENTAL AND LEASES	4556	1929.95	42	35460	29180.67	82	7711.80	44600	7707.53	83
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	4556	1929.95	42	35460	29180.67	82	7711.80	44600	7707.53	83
45-00	INSURANCE	104750	.00	0	1053994	950459.61	90	.00	1263507	313047.39	75
45 **	INSURANCE	104750	.00	0	1053994	950459.61	90	.00	1263507	313047.39	75
46-00	REPAIRS & MAINTENANCE	528478	376111.04	71	5110424	3929426.32	77	947184.31	6167410	1290799.37	79
46-02	REPAIR/MAINT BUILDING	27767	3934.43	14	220377	43269.72	20	172099.98	275918	60548.30	78

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-03	REPAIR/MAINT-VEHICLES	28372	20822.16	73	273939	162384.02	59	3687.69	330724	164652.29	50
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	584617	400867.63	69	5604740	4135080.06	74	1122971.98	6774052	1515999.96	78
47-00	PRINTING & BINDING	949	52.00	6	9490	1535.00	16	.00	11420	9885.00	13
47 **	PRINTING & BINDING	949	52.00	6	9490	1535.00	16	.00	11420	9885.00	13
48-00	PROMOTIONAL ACTIVITIES	2083	350.00	17	20830	10845.27	52	1600.00	25000	12554.73	50
48 **	PROMOTIONAL ACTIVITIES	2083	350.00	17	20830	10845.27	52	1600.00	25000	12554.73	50
49-00	OTHER CHARGES & OBLIG.	20005	2176.75	11	99254	51386.34	52	11739.00	139310	76184.66	45
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	9463.56-	0	0	59257.53-	0	.00	0	59257.53	0
49-08	CASH OVER & UNDER	0	.15-	0	0	126.90-	0	.00	0	126.90	0
49-09	DOCUMENT RECORDING CHGS	500	1349.00-	270-	5000	3517.90-	70-	3557.90	6000	5960.00	1
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	20505	8635.96-	42-	104254	11515.99-	11-	15296.90	145310	141529.09	3
51-00	OFFICE SUPPLIES	2047	2031.72	99	20470	10590.80	52	.00	24614	14023.20	43
51 **	OFFICE SUPPLIES	2047	2031.72	99	20470	10590.80	52	.00	24614	14023.20	43
52-00	OPERATING SUPPLIES	75652	65364.76	86	655001	610163.16	93	87932.15	806339	108243.69	87
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	769	547.72	71	7690	7131.14	93	.00	9240	2108.86	77
52-09	CHEMICALS	509561	346189.37	68	5261556	4315875.71	82	1682474.20	6280686	282336.09	96
52-30	FUEL OIL & LUBRICANTS	44553	22128.21	50	448797	276898.60	62	18620.47	537938	242418.93	55
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	630535	434230.06	69	6373044	5210068.61	82	1789026.82	7634203	635107.57	92

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	8490-	.00	0	22958	388.46	2	4611.54	6000	1000.00	83
53 **	ROAD MATERIALS/SUPPLIES	8490-	.00	0	22958	388.46	2	4611.54	6000	1000.00	83
54-00	MEMBERSHIP/PUBLICATIONS	3468	.00	0	34383	34844.57	101	.00	41345	6500.43	84
54 **	MEMBERSHIP/PUBLICATIONS	3468	.00	0	34383	34844.57	101	.00	41345	6500.43	84
55-00	TRAINING	6600	4324.06	66	63293	35487.15	56	4269.36	76527	36770.49	52
55-01	EDA PROGRAM	416	.00	0	4160	162.42	4	.00	5000	4837.58	3
55 **	TRAINING	7016	4324.06	62	67453	35649.57	53	4269.36	81527	41608.07	49
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	337522	2675.55	1	2729971	261287.91	10	80389.45	3405049	3063371.64	10
56 **	TECHNOLOGY SYSTEMS	337522	2675.55	1	2729971	261287.91	10	80389.45	3405049	3063371.64	10
59-00	DEPRECIATION EXPENSE	0	.00	0	0	164.85	0	.00	0	164.85-	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	164.85	0	.00	0	164.85-	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	18917	525.00	3	1324556	12125.00	1	838566.03	1362387	511695.97	62
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	18917	525.00	3	1324556	12125.00	1	838566.03	1362387	511695.97	62
64-00	MACHINERY & EQUIPMENT	245210	826790.41	337	2223683	1890294.73	85	280154.30	2714120	543670.97	80
64-15	IT HARDWARE	51367	187360.70	365	443801	434863.22	98	48794.88	546559	62900.90	89
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	296577	1014151.11	342	2667484	2325157.95	87	328949.18	3260679	606571.87	81
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	1058582.31-	0	.00	0	1058582.31	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	1058582.31-	0	.00	0	1058582.31	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	28293	28464.37	101	282930	253700.03	90	85810.35	339510	.38-	100
71-35	SBITA - SAMSARA	6651	6704.07	101	26604	33165.37	125	6739.95	39905	.32-	100
71 **	PRINCIPAL	34944	35168.44	101	309534	286865.40	93	92550.30	379415	.70-	100
72-32	LEASED ASSET-GENERATOR	7848	7675.63	98	78480	71559.97	91	22609.65	94170	.38	100
72-35	SBITA - SAMSARA	298	244.23	82	1192	1576.13	132	208.35	1785	.52	100
72 **	DEBT SERVICE - INTEREST	8146	7919.86	97	79672	73136.10	92	22818.00	95955	.90	100
73-00	OTHER DEBT SERVICE COST	275	875.00	318	2750	3225.00	117	.00	3300	75.00	98
73-32	GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	275	875.00	318	2750	3225.00	117	.00	3300	75.00	98
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	1000	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	1000	.00	0	.00	1200	1200.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	640777	640777.92	100	6407770	6407779.20	100	.00	7689335	1281555.80	83
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	0	489613.00	0	15139983	15139983.00	100	.00	15139983	.00	100
91-25	TO RESTRCTD ASSET (425)	609019	597605.56	98	6090190	6113016.70	100	.00	7308232	1195215.30	84
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1249796	1727996.48	138	27637943	27660778.90	100	.00	30137550	2476771.10	92
94-01	TXFR TO GF OH ALLOC (001)	664154	664154.00	100	6641540	6641540.00	100	.00	7969848	1328308.00	83
94 **	INTERFUND TRANSFER	664154	664154.00	100	6641540	6641540.00	100	.00	7969848	1328308.00	83
95-01	TXFR TO GF 6% PLOFF (001)	140178	140178.92	100	1401780	1401789.20	100	.00	1682147	280357.80	83
95 **	NONOPERATING	140178	140178.92	100	1401780	1401789.20	100	.00	1682147	280357.80	83
FUND 421	TOTAL ********* WATER/SEWER FUND	6601372	6961168.32	106	81394756	66818764.98	82	7388397.86	94598631	20391468.16	78
GRAND	TOTAL *********	6601372	6961168.32	106	81394756	66818764.98	82	7388397.86	94598631	20391468.16	78

FY 2024 Budget by Classification Report - Summary Listing

7/31/2024

Target for July 2024 is 83%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 2,183,841	$ -	$ 2,246,541	$ (62,700)	103%
CHARGES FOR SERVICES	$ -	$ -	$ 12	$ (12)	0%
INTERGOVERNMENTAL/GRANT	$ 935,118	$ -	$ 28,168	$ 906,950	3%
MISCELLANEOUS	$ 9,287	$ -	$ 151,472	$ (142,185)	1631%
**OTHER SOURCES (NON-REVENUE)	$ 926,113	$ -	$ -	$ 926,113	0%
REVENUE TOTALS	**$ 4,054,359**	**$ -**	**$ 2,426,193**	**$ 1,628,166**	**60%**
EXPENSE					
SALARIES AND BENEFITS	$ 682,295	$ -	$ 346,769	$ 335,526	51%
OPERATING EXPENDITURES	$ 935,697	$ 49,154	$ 359,103	$ 527,440	38%
CAPITAL OUTLAY	$ 2,120,717	$ 772,022	$ 1,115,147	$ 233,549	53%
OTHER SOURCES (NON-REVENUE)	$ 3,147	$ 524	$ 2,622	$ 1	83%
NON-OPERATING USES	$ 312,503	$ -	$ 260,419	$ 52,084	83%
EXPENSE TOTALS	**$ 4,054,359**	**$ 821,700**	**$ 2,084,060**	**$ 1,148,599**	**72%**
REVENUE TOTALS	**$ 4,054,359**	**$ -**	**$ 2,426,193**	**$ 1,628,166**	**60%**
EXPENSE TOTALS	**$ 4,054,359**	**$ 821,700**	**$ 2,084,060**	**$ 1,148,599**	**72%**
	$ -	**$ (821,700)**	**$ 342,133**	**$ 479,567**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	STRMWTR SPEC ASSMNT	172,802	.00		1,728,020	2,107,421.66	122	2,073,634	33,787.66-
23 02	DELINQUENT TAX	0	143,003.84-		0	10,603.86-		0	10,603.86
23 03	PENALTIES	0	1.88		0	6,700.71		0	6,700.71-
23 04	TAX CERTIFICATES	9,183	143,022.50	1558	91,830	143,022.50	156	110,207	32,815.50-
23 *	STORMWATER	181,985	20.54		1,819,850	2,246,541.01	123	2,183,841	62,700.01-
325 **	SPECIAL ASSESSMENT	181,985	20.54		1,819,850	2,246,541.01	123	2,183,841	62,700.01-
320 ***	OTHER PERMITS & FEES	181,985	20.54		1,819,850	2,246,541.01		2,183,841	62,700.01-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
36 35	US1/FOREST AV S/W FACILTY	12,000	.00		96,000	.00		120,000	120,000.00
36 36	N FSK S/W PND FLOAT WTLND	76,800	.00		614,400	.00		768,000	768,000.00
36 69	DIX/IRD IRL RESIL DESIGN	5,634	.00		16,902	28,168.03	167	28,169	.97
36 *	STORMWATER MANAGEMENT	94,434	.00		727,302	28,168.03	4	916,169	888,000.97
334 **	STATE GRANT	94,434	.00		727,302	28,168.03	4	916,169	888,000.97
338	SHARED REVENUE LOCAL UNIT								
10 00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
10 05	SAVE OUR INDIAN RVR LAGN	1,768	.00		15,413	.00		18,949	18,949.00
10 *	SHARED REV - BREVARD CTY	1,768	.00		15,413	.00		18,949	18,949.00
338 **	SHARED REVENUE LOCAL UNIT	1,768	.00		15,413	.00		18,949	18,949.00
330 ***	INTERGOVERNMENTAL REVENUE	96,202	.00		742,715	28,168.03		935,118	906,949.97
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	4.58		0	11.80		0	11.80-
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	0	4.58		0	11.80		0	11.80-
343 **	PHYSICAL ENVIRONMENT	0	4.58		0	11.80		0	11.80-
340 ***	CHARGES FOR SERVICES	0	4.58		0	11.80		0	11.80-

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	740	6.48	1	7,400	3,509.92	47	8,887	5,377.08
10 02	INVESTMENT INTEREST	0	5,141.50		0	23,567.62		0	23,567.62-
10 10	FLORIDA PRIME INTEREST	0	10,784.05		0	112,487.11		0	112,487.11-
10 *	INTEREST	740	15,932.03	2153	7,400	139,564.65	1886	8,887	130,677.65-
30 00	NET INC/DEC FMV INVESTMNT	0	711.18-		0	4,141.35		0	4,141.35-
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	740	15,220.85	2057	7,400	143,706.00	1942	8,887	134,819.00-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	2,576.10		0	2,576.10		0	2,576.10-
364 **	DISPOSITION FIXED ASSETS	0	2,576.10		0	2,576.10		0	2,576.10-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	33	614.32	1862	330	5,189.81	1573	400	4,789.81-
369 **	OTHER MISC REVENUES	33	614.32	1862	330	5,189.81	1573	400	4,789.81-
360 ***	MISCELLANEOUS REVENUES	773	18,411.27		7,730	151,471.91		9,287	142,184.91-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	78,778	.00		768,552	.00		926,113	926,113.00
99 *	BALANCE FORWARD	78,778	.00		768,552	.00		926,113	926,113.00
389 **	NON OPERATING SOURCES	78,778	.00		768,552	.00		926,113	926,113.00
380 ***	OTHER SOURCES(NON-REV)	78,778	.00		768,552	.00		926,113	926,113.00
FUND TOTAL	STORMWATER UTILITY	357,738	18,436.39		3,338,847	2,426,192.75		4,054,359	1,628,166.25
GRAND TOTAL		357,738	18,436.39		3,338,847	2,426,192.75		4,054,359	1,628,166.25

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	35556	22052.53	62	355672	220535.52	62	.00	426786	206250.48	52
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	35556	22052.53	62	355672	220535.52	62	.00	426786	206250.48	52
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	533	184.52	35	5330	3486.02	65	.00	6400	2913.98	55
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	533	184.52	35	5330	3486.02	65	.00	6400	2913.98	55
15-00	SPECIAL PAY	28	.00	0	168	200.00	119	.00	225	25.00	89
15 **	SPECIAL PAY	28	.00	0	168	200.00	119	.00	225	25.00	89
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	500	600.00	120	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	500	600.00	120	.00	600	.00	100
21-00	FICA TAXES	2772	1657.32	60	27720	16801.27	61	.00	33269	16467.73	51
21 **	FICA TAXES	2772	1657.32	60	27720	16801.27	61	.00	33269	16467.73	51
22-00	RETIREMENT CONTRIBUTIONS	4379	3030.91	69	43790	30412.16	70	.00	52553	22140.84	58
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4379	3030.91	69	43790	30412.16	70	.00	52553	22140.84	58
23-00	INSURANCES	108	83.10	77	1080	760.16	70	.00	1302	541.84	58
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7986	5604.87	70	79860	50864.06	64	.00	95834	44969.94	53
23-07	DENTAL INSURANCE	309	260.34	84	3090	2392.07	77	.00	3716	1323.93	64
23-08	VISION INSURANCE	58	43.09	74	580	396.43	68	.00	707	310.57	56
23-09	LONG TERM DISABILITY	109	84.29	77	1090	770.42	71	.00	1316	545.58	59
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8570	6075.69	71	85700	55183.14	64	.00	102875	47691.86	54
24-00	WORKER'S COMPENSATION	4565	1692.35	37	45650	17550.66	38	.00	54787	37236.34	32
24 **	WORKER'S COMPENSATION	4565	1692.35	37	45650	17550.66	38	.00	54787	37236.34	32
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	300.00	75	4000	2000.00	50	.00	4800	2800.00	42
27 **	BENEFIT OFFSET	400	300.00	75	4000	2000.00	50	.00	4800	2800.00	42
31-00	PROFESSIONAL SERVICES	17581	15831.25	90	171528	44147.66	26	26844.75	206702	135709.59	34
31-01	LEGAL EXPENSES	41	.00	0	410	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	17622	15831.25	90	171938	44147.66	26	26844.75	207202	136209.59	34
34-00	CONTRACT SERVICES	9183	.00	0	90980	56549.42	62	14489.45	109353	38314.13	65
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	9183	.00	0	90980	56549.42	62	14489.45	109353	38314.13	65
39-00	CONTINGENCY	18439	.00	0	249938	.00	0	.00	286823	286823.00	0
39 **	CONTINGENCY	18439	.00	0	249938	.00	0	.00	286823	286823.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	2370	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	2370	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	173	90.76	53	1730	907.74	53	1168.26	2076	.00	100
41 **	COMMUNICATION	173	90.76	53	1730	907.74	53	1168.26	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	410	.00	0	.00	500	500.00	0
42 **	POSTAGE & FREIGHT	41	.00	0	410	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER	1250	331.57	27	12500	9534.18	76	4016.67	15000	1449.15	90

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	1250	331.57	27	12500	9534.18	76	4016.67	15000	1449.15	90
44-00	RENTALS AND LEASES	250	.00	0	2500	.00	0	.00	3000	3000.00	0
44 **	RENTALS AND LEASES	250	.00	0	2500	.00	0	.00	3000	3000.00	0
45-00	INSURANCE	1394	.00	0	13940	13773.15	99	.00	16734	2960.85	82
45 **	INSURANCE	1394	.00	0	13940	13773.15	99	.00	16734	2960.85	82
46-00	REPAIRS & MAINTENANCE	7268	2363.93	33	72560	77756.73	107	.00	87100	9343.27	89
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	17192	31782.05	185	116920	130410.56	112	.57	151314	20902.87	86
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	24460	34145.98	140	189480	208167.29	110	.57	238414	30246.14	87
47-00	PRINTING & BINDING	41	.00	0	410	275.00	67	.00	500	225.00	55
47 **	PRINTING & BINDING	41	.00	0	410	275.00	67	.00	500	225.00	55
49-00	OTHER CHARGES & OBLIG.	22	.00	0	220	333.66	152	.00	267	66.66-	125
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	121.65-	0	0	986.31-	0	.00	0	986.31	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	22	121.65-	553-	220	652.65-	297-	.00	267	919.65	244-
51-00	OFFICE SUPPLIES	41	126.56	309	410	501.24	122	.00	500	1.24-	100
51 **	OFFICE SUPPLIES	41	126.56	309	410	501.24	122	.00	500	1.24-	100
52-00	OPERATING SUPPLIES	922	431.53	47	9220	7730.28	84	2634.64	11070	705.08	94
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2576	2106.13	82	25760	15685.76	61	.00	30915	15229.24	51
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52 **	OPERATING SUPPLIES	3498	2537.66	73	34980	23416.04	67	2634.64	41985	15934.32	62
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	620	650.00	105	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	620	650.00	105	.00	750	100.00	87
55-00	TRAINING	729	.00	0	7290	1604.00	22	.00	8750	7146.00	18
55 **	TRAINING	729	.00	0	7290	1604.00	22	.00	8750	7146.00	18
56-15	IT-RELATED OPERATING EXP	180-	.00	0	1350	230.00	17	.00	993	763.00	23
56 **	TECHNOLOGY SYSTEMS	180-	.00	0	1350	230.00	17	.00	993	763.00	23
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	88880	10471.76	12	472445	243448.09	52	295568.33	650197	111180.58	83
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	12000	.00	0	96000	22982.91	24	97017.09	120000	.00	100
63-36	N FSK S/W PND FLOAT WTLND	76800	.00	0	614400	768000.00	125	.00	768000	.00	100
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	8346	11438.00	137	443456	80715.80	18	379436.20	460153	1.00	100
63 **	INFRASTRUCTURE	186026	21909.76	12	1626301	1115146.80	69	772021.62	1998350	111181.58	94
64-00	MACHINERY & EQUIPMENT	11019	.00	0	100320	122367.00	122	.00	122367	.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	11019	.00	0	100320	122367.00	122	.00	122367	.00	100
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	122367.00-	0	.00	0	122367.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	122367.00-	0	.00	0	122367.00	0
71-35	SBITA - SAMSARA	502	505.97	101	2008	2503.04	125	508.68	3012	.28	100
71 **	PRINCIPAL	502	505.97	101	2008	2503.04	125	508.68	3012	.28	100
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	23	18.43	80	92	118.96	129	15.72	135	.32	100
72 **	DEBT SERVICE - INTEREST	23	18.43	80	92	118.96	129	15.72	135	.32	100
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	26041	26041.88	100	260410	260419.16	100	.00	312503	52083.84	83
94 **	INTERFUND TRANSFER	26041	26041.88	100	260410	260419.16	100	.00	312503	52083.84	83
FUND 423	TOTAL ********* STORMWATER UTILITY	357726	136411.49	38	3338727	2084059.80	62	821700.36	4054359	1148598.84	72
GRAND	TOTAL *********	357726	136411.49	38	3338727	2084059.80	62	821700.36	4054359	1148598.84	72

Legislation Details (With Text)

File #:	24-440	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/30/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	FY 2024 July Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Revenue Budget Tracking Worksheet.pdf Expense Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2024
Agenda Date: August 27, 2024
Prepared By: Zoie Badalov, Staff Accountant
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
Requested Action:
FY 2024 July Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2024 thru July 31th, 2024.

Section 5. - Appropriations.

(a) Appropriations for expenditures shall be established by the budget, and from the effective date of the budget the several amounts stated therein as proposed expenditures shall be and become appropriated to the several objects and purposes set forth in the budget.

(b) At any time during the fiscal year the city council may by resolution transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriation for other departments or major organizational units. The city manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit and shall report such transfers to the city council in writing in a timely manner. The monetary amount of the city manager's transfer authority shall be established by the city council by resolution.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10/12/2023	001-0000-331.20-28	$15,572	ACCEPT JAG GRANT FUNDS RESOLUTION #: 23-115	143
	001-0000-389.99-50	$1,969,004	PROVOST PARK BUDGET FY124 RESOLUTION #: 23-116	
	001-0000-369.90-04	$5,000	RECEIVE HVE GRANT FUNDS RESOLUTION #: 23-114	
10/27/2023	001-0000-389.99-50	$450,000	FY 24 PAVING BUDGET RESOLUTION #: 23-126	
	001-0000-389.99-50	$321,797	PROVOST PARK LIGHTS RESOLUTION #: 23-118	
	001-0000-389.99-50	$692,385	STRADLEY PARK BUDGET RESOLUTION #: 23-121	
	001-0000-331.20-29	$12,940	23 BULLET PROOF VST GRANT RESOLUTION #: 23-127	
11/17/2023	001-0000-389.99-50	$0	STRADLEY PARK PROJECT SHORTFALL	
11/30/2023	001-0000-364.00-00	$525,000	SELL LADDER BUY PMPER TRK RESOLUTION #: 23-139	
	001-0000-389.99-50	$127,875		
12/15/2023	001-0000-389.99-50	$6,356,024	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	001-0000-331.20-23	$3,066	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
	001-0000-331.20-26	$1,960		
	001-0000-331.70-02	$17,700		
	001-0000-334.70-11	$4,204		
	001-0000-389.99-50	$1,681,979		
01/16/2024	001-0000-369.90-00	$112,400	FLORIDA CITY GAS PIPELINE RESOLUTION #:	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
			24-008	143
04/01/2024	001-0000-381.91-11	$800,000	M.C. BLAKE DSCRA FUNDING RESOLUTION #: 24-029	
	001-0000-366.10-10	$6,000	PD CANINE DONATION RESOLUTION #: 24-026	
04/11/2024	001-0000-366.10-10	$1,800	K-9 VEST DONATION RESOLUTION #: 24-035	
04/25/2024	001-0000-389.99-50	$50,000	CORRECT ROLL: SIDEWALKS RESOLUTION #: 24-039	
	001-0000-334.70-11	$144,460	H.T. MOORE WINDOW REPLACE RESOLUTION #: 24-041	
	001-0000-389.99-50	$144,460		
	001-0000-331.20-27	($6,528)	VOCA GRANT AWARD TRUE UP RESOLUTION #: 24-039	
05/07/2024	001-0000-389.99-50	$5,104	BRACCO POND 1 CORRECT ROLL	
	001-0000-389.99-50	$34,287	BRACCO POND 2 CORRECT ROLL	
	001-0000-389.99-50	$9,244	BREVARD MUSEUM CORRECT ROLL	
	001-0000-389.99-50	$6,465	CARL ANDERSON CORRECT ROLL	
	001-0000-389.99-50	($679,000)	ERP CORRECT ROLL	
	001-0000-389.99-50	($634,500)	FIRE PUMPER TRUCK CORRECT ROLL	
	001-0000-389.99-50	$26,651	FLEET FUEL TANK CORRECT ROLL	
	001-0000-389.99-50	$26,886	PD HQ CORRECT ROLL	
	001-0000-389.99-50	$139	PWFBPI CORRECT ROLL	
05/17/2024	001-0000-389.99-50	$550,000	FISKE CEI & CONSTRUCTION RESOLUTION #: 24-043	
05/31/2024	001-0000-366.10-10	$2,726	ACCEPT K9 COOLGUARD DON. RESOLUTION	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
05/31/2024			#: 24-047	143
	001-0000-334.50-55	$75,000	FDEP VULNERABILITY ASSESS RESOLUTION #: 24-048	
07/12/2024	001-0000-334.10-15	$1	FL Cybersecurity Grant RESOLUTION #: 24-051	
	001-0000-366.10-10	$3,150	K9 KENNEL FOR VEH. 30 RESOLUTION #: 24-062	
	001-0000-381.91-10	$2,187,121	LEE WENNER TRAN FROM CCRA RESOLUTION #: 24-058	
13	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$15,050,372**
13	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**GENERAL FUND**	**$15,050,372**
12/15/2023	104-0000-389.99-50	$151,680	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
04/25/2024	104-0000-331.54-00	($1,954)	TRUE UP HOME BUDGET RESOLUTION #: 24-024	
	104-0000-361.10-00	$329		
	104-0000-389.99-10	$79,366		
	104-0000-389.99-50	($79,366)		
	104-0000-389.99-50	($58,430)	TRUE UP HOME: CONTINGENCY RESOLUTION #: 24-024	
	104-0000-389.99-50	($14,271)	TRUE UP HOME: EXCESS BAL. RESOLUTION #: 24-024	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$77,354**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BREVARD COUNTY HOME**	**$77,354**
10/12/2023	105-0000-334.90-01	$14,691	RECEIVE SHIP FUNDS RESOLUTION #: 23-112	142
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$14,691**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**SHIP/COCOA HOUSING TRUST**	**$14,691**
12/15/2023	107-0000-389.99-50	$12,094	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
12/18/2023	107-0000-389.99-50	$3,000	BLD 2 CITIZENSERVE RPRTS RESOLUTION #: 23-144	
04/01/2024	107-0000-389.99-50	$48,220	BUILDING OFFICIAL VEHICLE RESOLUTION #: 24-027	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$63,314**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BUILDING PERMITS**	**$63,314**
04/25/2024	108-0000-389.99-50	$4,000	SECTION 108 LOAN INTEREST RESOLUTION #: 24-039	3072
	108-0000-389.99-50	$29,000	SECTION 108 LOAN PRE-PMT RESOLUTION #: 24-039	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$33,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**SEC 108 LOAN GUARANTEE**	**$33,000**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
12/07/2023	110-0000-389.99-50	$86,000	Buy 203 Orange St. Resolution #: CCRA23-752	958
	110-0000-389.99-50	$84,000	Docking & Breakwtr Match RESOLUTION #: CCRA 23-749	
12/15/2023	110-0000-389.99-50	$2,331,364	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	110-0000-389.99-50	$25,748	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
01/10/2024	110-0000-338.00-00	($106,329)	REDUCED TIF REVENUE RESOLUTION #: CCRA 23-797	
04/18/2024	110-0000-389.99-50	$23,931	PARK FENCING & LOCKS RESOLUTION #: CCRA-24-184	
07/08/2024	110-0000-389.99-50	$100	ANNUAL AUDIT INCREASE RESOLUTION #: CCRA-24-350	
	110-0000-389.99-50	$10,000	CRA PLAN UPDATE CONSUL. RESOLUTION #: CCRA24-351	
	110-0000-389.99-50	($1,104,879)	REPLENISH FUND BALANCE RESOLUTION #: CCRA24-304	
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,349,935**
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA COCOA RDA**	**$1,349,935**
12/15/2023	111-0000-389.99-50	$150,000	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	1065
	111-0000-389.99-50	$15,292	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
01/31/2024	111-0000-338.00-00	($28,774)	REDUCED TIF REVENUE RESOLUTION #	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
			DSCRA-24-003	1065
03/13/2024	111-0000-389.99-50	$325,000	M.C. BLAKE DSCRA FUNDING RESOLUTION # DSCRA-24-088	
06/21/2024	111-0000-389.99-50	$100	ANNUAL AUDIT INCREASE RESOLUTION#: CCRA-24-344	
	111-0000-389.99-50	$10,000	CRA PLAN UPDATE CONSUL. RESOLUTION #: CCRA-24-345	
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$471,618**
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA DIAMOND SQUARE 626**	**$471,618**
11/17/2023	130-0000-389.99-50	$62,705	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
12/15/2023	130-0000-331.90-02	$691,432	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	130-0000-331.90-02	$808,997	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
04/25/2024	130-0000-389.99-50	($62,705)	CORRECT ROLL: BRUSH TRUCK RESOLUTION #: 24-039	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,500,429**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**AMERICAN RESCUE PLAN FUND**	**$1,500,429**
02/29/2024	143-0000-389.99-50	$13,457	FED. FUNDS FOR TRAINING RESOLUTION #: 24-013	2169
1	**Total Budget**	**Total Budget**	**Division 0000 Total**	**$13,457**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers	**Amendments/Transfers**		
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FEDERAL FORFEITURE FUND**	**$13,457**
10/27/2023	303-0000-331.90-01	$4,103,261	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	303-0000-389.99-50	$426,023		
05/17/2024	303-0000-381.91-01	$550,000	FISKE CEI & CONSTRUCTION RESOLUTION #: 24-043	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$5,079,284**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FISKE BV CMPLT STRTSCAPE**	**$5,079,284**
12/18/2023	304-0000-337.30-21	$84,000	DOCKING & BREAKWTR GRANT RESOLUTION #: 23-141	1091
	304-0000-381.91-10	$84,000		
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$168,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**T DOCKS / BREAKWATER**	**$168,000**
10/27/2023	421-0000-381.91-24	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	351
	421-0000-389.99-50	($199,904)		
11/17/2023	421-0000-389.99-50	$264,304	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	
12/15/2023	421-0000-389.99-50	$7,571,410	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	421-0000-389.99-50	$1,987,399	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
02/29/2024	421-0000-389.99-50	($1,223,744)	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	351
04/25/2024	421-0000-389.99-50	$75,000	INTEREST FOR CUSTOMER ACC RESOLUTION #: 24-039	
	421-0000-389.99-50	$10,000	INVENTORY OVER/ SHORT RESOLUTION #: 24-039	
	421-0000-389.99-50	($63,171)	REFND EXCESS VEHICLE ROLL RESOLUTION #: 24-039	
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$8,621,198**
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER FUND**	**$8,621,198**
02/29/2024	422-0000-389.99-50	$107,092	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
	422-0000-389.99-50	$2,593,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	
	422-0000-389.99-50	$2,401,619	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$5,102,359**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER IMPACT FEE**	**$5,102,359**
10/27/2023	423-0000-389.99-50	$717,291	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
12/15/2023	423-0000-334.36-35	$120,000	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	423-0000-389.99-50	$79,978		

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
12/15/2023	423-0000-334.36-36	$768,000	BUDGT ROLL: FISKE/ PND RESOLUTION #: 23-143	350
	423-0000-389.99-50	$157,013	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
04/02/2024	423-0000-338.10-05	$18,949	US1 & FORREST AVE FUNDING RESOLUTION #: 24-028	
04/25/2024	423-0000-338.10-05	$28,169	REFND EXCESS VEHICLE ROLL RESOLUTION #: 24-039	
	423-0000-389.99-50	($28,169)		
05/17/2024	423-0000-334.36-69	$28,169	CORR IRD WATER QUAL. & RESILIENCY ACCT	
	423-0000-338.10-05	($28,169)		
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,861,231**
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**STORMWATER UTILITY**	**$1,861,231**
10/27/2023	424-0000-389.99-50	$1,044,889	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	424-0000-389.99-50	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	
11/17/2023	424-0000-381.91-21	$1,182	MANHOLE LINING	
12/15/2023	424-0000-331.35-01	$56,303	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	424-0000-389.99-50	$18,108,386		
	424-0000-389.99-50	$5,514,531	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
01/25/2024	424-0000-389.99-50	$3,382,443	ADD. IRP IPS & TPS FNDING RESOLUTION #: 24-004	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
02/29/2024	424-0000-381.91-21	$114,973	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	350
	424-0000-381.91-42	$107,092		
	424-0000-381.91-25	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	
	424-0000-381.91-42	$2,593,648		
	424-0000-381.91-21	$1,687,506	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	
	424-0000-381.91-42	$2,401,619		
05/17/2024	424-0000-381.91-21	$400,000	FISKE UT CONTINGENCY FUND RESOLUTION #: 24-043	
	424-0000-381.91-21	$89,613	FUND BNR CHANGE ORDER #6 RESOLUTION #: 23-046	
07/12/2024	424-0000-334.35-01	$3,626,000	SELLERS WW PROJECT GRANT RESOLUTION #: 24-055	
	424-0000-389.99-50	($3,382,443)		
07/31/2024	424-0000-334.35-01	$600	SELLERS WW PROJECT GRANT RESOLUTION #: 24-055	
	424-0000-389.99-50	($600)		
8	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$37,765,646**
8	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**RENEWAL & REPLACE FUND**	**$37,765,646**
02/29/2024	425-0000-389.99-50	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,820,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**W/S RESTRICTED ASSETS**	**$1,820,000**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
04/11/2024	427-0000-389.84-00	$167,175	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$167,175**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**TCR/SJR PROJECT**	**$167,175**

56 Transfers & Amendments Between Oct 1, 2023 and Jul 31, 2024

FY 2024 Total Transfer & Amendments $79,159,063

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero

Report: Revenue Budget Tracking Worksheet
Run by: Zoie R. Badalov

Date: 08/21/2024

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1000 - CITY COUNCIL					
1000 - CITY COUNCIL	02/26/2024	001-1000-511.21-00	($1,000)	JANUARY CLEANUP POSTAGE: YARD WASTE	2116
		001-1000-511.23-04	($500)		
		001-1000-511.42-00	$1,741		
		001-1000-511.48-00	($241)		
1	**Total Budget Amendments/Transfers**		**Division 1000 Total**	**$0**	
1100 - CITY MANAGER'S OFFICE					
1100 - CITY MANAGER'S OFFICE	01/23/2024	001-1100-512.11-00	($61,260)	GATEWAY/ RVI DECEMBER CLEANUP	1620
	05/31/2024	001-1100-512.40-00	($200)	NEW CHAIR: CM EXEC ASST MAY CLEANUP	3689
		001-1100-512.51-00	$200		
2	**Total Budget Amendments/Transfers**		**Division 1100 Total**	**($61,260)**	
1104 - PLANNING					
1104 - PLANNING	11/17/2023	001-1104-515.34-00	($5,000)	VERIZON BALANCE October Cleanup	667
		001-1104-515.41-00	$1,200		
		001-1104-515.42-00	$3,000		
		001-1104-515.51-00	$800		
	12/15/2023	001-1104-515.34-00	$56,914	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	01/23/2024	001-1104-515.34-00	$61,260	GATEWAY/ RVI DECEMBER CLEANUP	1620
	02/26/2024	001-1104-515.42-00	($570)	JANUARY CLEANUP LID. CONFERENCE: PLANNERS	2116
		001-1104-515.55-00	$570		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1104 - PLANNING	02/26/2024	001-1104-515.12-00	($15,356)	JANUARY CLEANUP PT PLANNING INTERN	2116
		001-1104-515.13-00	$15,356		
	04/03/2024	001-1104-515.12-00	($923)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		001-1104-515.12-12	$923		
	05/31/2024	001-1104-515.42-00	($63)	RECORDING FEES MAY CLEANUP	3689
		001-1104-515.49-00	$63		
6	**Total Budget Amendments/Transfers**		**Division 1104 Total**	**$118,174**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	10/13/2023	001-1203-516.44-00	($51,696)	US BANK SISSINE COPIER GASB87 COMPLIANCE	163
		001-1203-517.71-30	$51,278		
		001-1203-517.72-30	$418		
	11/17/2023	001-1203-516.41-00	$4,000	INTERNEET FEES AND TAXES October Cleanup	667
		001-1203-516.64-15	($4,000)	INTERNET FEES AND TAXES OCTOBER CLEANUP	667
	12/15/2023	001-1203-516.46-00	$2,867	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-1203-516.56-15	$2,744		
	12/19/2023	001-1203-516.56-15	$13,200	BUDGT ROLL: SOCRATA RESOLUTION #: 23-143	1115
	02/26/2024	001-1203-516.41-00	$2,000	JANUARY CLEANUP INTERNET FEES	2116
		001-1203-516.64-15	($2,000)		
	04/03/2024	001-1203-516.12-00	($27,733)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1203 - INFORMATION TECHNOLOGY	04/03/2024	001-1203-516.12-12	$27,733	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
	04/10/2024	001-1203-516.56-15	($276)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	06/30/2024	001-1203-516.63-00	$13,377	FIBER FOR PW BUILDING JUNE CLEANUP	4178
		001-1203-516.64-15	($13,377)		
	07/12/2024	001-1203-516.56-16	$1	FL Cybersecurity Grant RESOLUTION #: 24-051	4255
	07/29/2024	001-1203-516.31-00	$56,000	UKG CLOUD CONVERSION RESOLUTION #: 24-068	4520
		001-1203-516.56-15	$16,000		
	07/31/2024	001-1203-516.12-00	($948)	FUND ACCRUAL PAYOUT JULY CLEANUP	4678
		001-1203-516.12-12	$948		
		001-1203-516.54-00	($3,500)	NEW TECHNOLOGY TRAINING JULY CLEANUP	4678
		001-1203-516.55-00	$3,500		
11	**Total Budget Amendments/Transfers**		**Division 1203 Total**	**$90,536**	
1500 - FINANCE GENERAL ACCOUNTNG					
1500 - FINANCE GENERAL ACCOUNTNG	05/31/2024	001-1500-513.12-00	($1,297)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		001-1500-513.12-12	$1,297		
1	**Total Budget Amendments/Transfers**		**Division 1500 Total**	**$0**	
1505 - PURCHASING					
1505 - PURCHASING	05/31/2024	001-1505-513.49-00	$495	NPI AEP AWARD (P-CARD) MAY CLEANUP	3689
		001-1505-513.51-00	($495)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1505 - PURCHASING	07/31/2024	001-1505-513.51-00	($112)	COVER COSTS, DIGITIZATION JULY CLEANUP	4678
		001-1505-513.52-00	$112		
2	**Total Budget Amendments/Transfers**		**Division 1505 Total**	**$0**	
1510 - FINANCE UTILITY ACCOUNTNG					
1510 - FINANCE UTILITY ACCOUNTNG	05/31/2024	001-1510-513.34-00	($5,000)	POSTAGE PO INCREASE MAY CLEANUP	3689
		001-1510-513.42-00	$29,000		
		001-1510-513.47-00	($24,000)		
1	**Total Budget Amendments/Transfers**		**Division 1510 Total**	**$0**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	11/17/2023	001-1600-513.31-00	$5,000	FD MENTAL HEALTH SVCS. OCTOBER CLEANUP	667
		001-1600-513.31-00	$15,000	GEHRING RISK CONSULTING October Cleanup	667
		001-1600-513.45-00	($15,000)		
		001-1600-513.39-00	($1,500)	WEDLOW SIGN ON BONUS OCTOBER CLEANUP	667
	12/15/2023	001-1600-513.56-15	$679,000	BUDGT ROLL: AFBP21 ERP RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$52,500	BUDGT ROLL: AFBP21 SUST. RESOLUTION #: 23-143	1071
		001-1600-513.56-15	$1,457,967	BUDGT ROLL: AFBP22 ERP RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$400,000	BUDGT ROLL: AFFD. HOUSING RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	12/15/2023	001-1600-513.39-00	$128,223	BUDGT ROLL: D.S. PAVING RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$480,000	BUDGT ROLL: ECON. INCENT. RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$634,500	BUDGT ROLL: FD PUMPER TRK RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$209,249	BUDGT ROLL: HS TRAINEES RESOLUTION #: 23-143	1071
		001-1600-513.55-02	$7,363	BUDGT ROLL: HS TRNEE RECR RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$240,000	BUDGT ROLL: MUSEUM CONT. RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$241,000	BUDGT ROLL: P&F CADETS RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$6,071	BUDGT ROLL: PARK IMPROV. RESOLUTION #: 23-143	1071
		001-1600-513.31-00	$67,103	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-1600-513.34-00	$13,028		
		001-1600-513.55-01	$14,182		
		001-1600-513.55-02	$7,045		
	01/16/2024	001-1600-513.39-00	$112,400	FLORIDA CITY GAS PIPELINE RESOLUTION #: 24-008	1503
		001-1600-513.39-00	($2,300)	915 FL AVE APPRAISAL RESOLUTION #: 23-794	1505
	02/26/2024	001-1600-513.23-05	($2,779)	JANUARY CLEANUP FRS CHARGES	2116
		001-1600-513.49-00	$2,779		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	02/26/2024	001-1600-513.23-05	($1)	JANUARY CLEANUP NEG. ROUNDING	2116
		001-1600-513.81-00	$1		
	04/01/2024	001-1600-513.39-00	($71,020)	M.C. BLAKE DSCRA FUNDING RESOLUTION #: 24-029	2651
	04/10/2024	001-1600-513.56-15	($828)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
		001-1600-517.71-69	$20,871		
		001-1600-517.72-69	$933		
		001-1600-517.71-69	$10,753	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
		001-1600-517.72-69	$482		
	04/18/2024	001-1600-513.39-00	($115,000)	JOE LEE SMITH POOL REPAIR RESOLUTION #: 24-037	2950
	05/07/2024	001-1600-513.39-00	($37,089)	AFBP22 ALLOCATION FOR FD H/S TRAINEE PAYROLL	3228
		001-1600-513.39-00	$5,104	BRACCO POND 1 CORRECT ROLL	3229
		001-1600-513.39-00	$34,287	BRACCO POND 2 CORRECT ROLL	3229
		001-1600-513.39-00	$9,244	BREVARD MUSEUM CORRECT ROLL	3229
		001-1600-513.39-00	$6,465	CARL ANDERSON CORRECT ROLL	3229
		001-1600-513.56-15	($679,000)	ERP CORRECT ROLL	3229
		001-1600-513.39-00	($634,500)	FIRE PUMPER TRUCK CORRECT ROLL	3229
		001-1600-513.39-00	$26,651	FLEET FUEL TANK CORRECT ROLL	3229
		001-1600-513.39-00	$26,886	PD HQ CORRECT ROLL	3229
		001-1600-513.39-00	$139	PWFBPI CORRECT ROLL	3229
	05/17/2024	001-1600-581.91-33	$550,000	FISKE CEI & CONSTRUCTION RESOLUTION #: 24-043	3395

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	05/31/2024	001-1600-513.45-00	($7,000)	FRS FEES MAY CLEANUP	3689
		001-1600-513.49-00	$7,000		
		001-1600-513.13-00	$7,400	FUND INTERN SALARIES MAY CLEANUP	3689
		001-1600-513.21-00	$600		
		001-1600-513.45-00	($8,000)		
		001-1600-513.39-00	($62,835)	KIMLEY HORN PROF. SVCS. CRISI GRANT	3701
		001-1600-513.44-00	($830)	PND PITNEY BOWES (GASB87) MAY CLEANUP	3689
		001-1600-513.48-00	($426)		
		001-1600-513.71-33	$1,103		
		001-1600-513.72-33	$153		
		001-1600-513.48-00	($17)	SHREDDING CO. LATE FEES MAY CLEANUP	3689
		001-1600-513.49-00	$17		
		001-1600-513.45-00	($600)	VEHICLE REPAIR : ABS MOD. MAY CLEANUP	3689
		001-1600-513.46-03	$600		
	06/30/2024	001-1600-513.39-00	($4,800)	EFSC POLICE TRAINING JUNE CLEANUP	4178
		001-1600-513.55-02	$4,800		
		001-1600-513.34-00	$3,000	REPLENISH CAREER SOURCE JUNE CLEANUP	4178
		001-1600-513.45-00	($3,000)		
	07/29/2024	001-1600-513.39-00	($122,000)	BUY 2 PD VEHICLES IN FY24 RESOLUTION #: 24-066	4517
		001-1600-513.39-00	($72,000)	UKG CLOUD CONVERSION RESOLUTION #: 24-068	4520
	07/31/2024	001-1600-513.45-00	($1,850)	COVER COSTS, PRINTING JULY CLEANUP	4678

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	07/31/2024	001-1600-513.47-00	$1,850	COVER COSTS, PRINTING JULY CLEANUP	4678
		001-1600-513.13-00	$1,300	COVER SALARY COSTS INTERN JULY CLEANUP	4678
		001-1600-513.21-00	$100		
		001-1600-513.45-00	($1,400)		
13	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$3,648,374**	
1603 - EMERGENCY MANAGEMENT					
1603 - EMERGENCY MANAGEMENT	11/17/2023	001-1603-525.52-00	($5,000)	FD MENTAL HEALTH SVCS. OCTOBER CLEANUP	667
1	**Total Budget Amendments/Transfers**		**Division 1603 Total**	**($5,000)**	
1801 - HUMAN RESOURCES					
1801 - HUMAN RESOURCES	04/03/2024	001-1801-513.40-00	($12)	CRASH REPORT MARCH CLEANUP	2687
		001-1801-513.49-00	$12		
		001-1801-513.41-00	$44	HR VERIZON BILL MARCH CLEANUP	2687
		001-1801-513.42-00	($44)		
	07/31/2024	001-1801-513.48-00	($49)	FUND SHIRM MEMBERSHIP JULY CLEANUP	4678
		001-1801-513.54-00	$49		
2	**Total Budget Amendments/Transfers**		**Division 1801 Total**	**$0**	
1805 - CITY CLERK					
1805 - CITY CLERK	02/26/2024	001-1805-513.12-00	($2,220)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		001-1805-513.12-12	$2,220		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1805 - CITY CLERK	05/31/2024	001-1805-513.40-00	($600)	ASST CITY CLERK SCANNER MAY CLEANUP	3689
		001-1805-513.56-15	$600		
		001-1805-513.12-00	($19,340)	CIVIC + AGENDA SOFTWARE MAY CLEANUP	3689
		001-1805-513.56-15	$19,340		
	07/31/2024	001-1805-513.12-00	($4,845)	FUND ACCRUAL PAYOUT JULY CLEANUP	4678
		001-1805-513.13-00	$4,845		
3	**Total Budget Amendments/Transfers**		**Division 1805 Total**	**$0**	
1905 - ECONOMIC DEVELOPMENT					
1905 - ECONOMIC DEVELOPMENT	05/31/2024	001-1905-559.11-00	($375)	FUND C&ED INSURANCES MAY CLEANUP	3689
		001-1905-559.23-00	$375		
		001-1905-559.31-00	$62,835	KIMLEY HORN PROF. SVCS. CRISI GRANT	3701
1	**Total Budget Amendments/Transfers**		**Division 1905 Total**	**$62,835**	
1906 - COMMUNICATION/GRANTS					
1906 - COMMUNICATION/ GRANTS	11/17/2023	001-1906-513.48-00	($4,248)	MONSIDO SUBSCRIPTION ADA October Cleanup	667
		001-1906-513.56-15	$4,248		
	12/15/2023	001-1906-513.56-15	$5,000	BUDGT ROLL: ARCHIVE SCIAL RESOLUTION #: 23-143	1071
	02/26/2024	001-1906-513.34-00	$5,500	JANUARY CLEANUP MOORE CNTR. MUSIC/CATERER	2116
		001-1906-513.48-00	($5,500)		
	04/03/2024	001-1906-513.40-00	($9)	MUSEUM GLOVES MARCH CLEANUP	2687
		001-1906-513.51-00	$9		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4	**Total Budget Amendments/Transfers**		**Division 1906 Total**	**$5,000**	
1990 - LEISURE SERVICES					
1990 - LEISURE SERVICES	11/17/2023	001-1990-574.49-00	($1,000)	DESK & DESK EQUIP. October Cleanup	667
		001-1990-574.52-00	$1,000		
	04/03/2024	001-1990-574.15-00	($300)	LEISURE SERVICES VERIZON MARCH CLEANUP	2687
		001-1990-574.41-00	$600		
		001-1990-574.52-00	($300)		
2	**Total Budget Amendments/Transfers**		**Division 1990 Total**	**$0**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	10/12/2023	001-2100-521.52-37	$15,572	ACCEPT JAG GRANT FUNDS RESOLUTION #: 23-115	144
		001-2100-521.14-00	$5,000	RECEIVE HVE GRANT FUNDS RESOLUTION #: 23-114	143
	10/27/2023	001-2100-521.52-00	($12,940)	23 BULLET PROOF VST GRANT RESOLUTION #: 23-127	349
		001-2100-521.52-38	$25,880		
	11/17/2023	001-2100-521.54-00	($3,180)	DMS SOFTWARE FOR GASB96 October Cleanup	667
		001-2100-521.56-15	$10,183		
		001-2100-521.46-00	($1,996)	IDEMIA SOFTWR FOR GASB96 OCTOBER CLEANUP	667
		001-2100-521.56-15	$1,996		
		001-2100-521.15-00	$1,500	WEDLOW SIGN ON BONUS OCTOBER CLEANUP	667
	12/15/2023	001-2100-521.15-00	$20,000	BUDGT ROLL: OFF. SIGN ON	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	12/15/2023			RESOLUTION #: 23-143	
		001-2100-521.12-00	$32,000	BUDGT ROLL: PD HS TRAINEE RESOLUTION #: 23-143	1071
		001-2100-521.46-03	$6,914	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-2100-521.52-00	$430		
		001-2100-521.52-23	$3,066		
		001-2100-521.52-26	$3,920		
		001-2100-521.64-00	$182,179		
	12/19/2023	001-2100-521.56-15	($13,200)	BUDGT ROLL: SOCRATA RESOLUTION #: 23-143	1115
	02/26/2024	001-2100-521.12-00	($24,758)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		001-2100-521.12-12	$24,758		
	04/01/2024	001-2100-521.52-00	$6,000	PD CANINE DONATION RESOLUTION #: 24-026	2648
	04/03/2024	001-2100-521.54-00	($4,200)	CELEBRITE SUBSCRIPTION MARCH CLEANUP	2687
		001-2100-521.56-15	$4,200		
	04/10/2024	001-2100-521.56-15	($17,388)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	04/11/2024	001-2100-521.52-00	$1,800	K-9 VEST DONATION RESOLUTION #: 24-035	2832
	04/25/2024	001-2100-521.12-00	($300)	FUND VOCA OPERATING RESOLUTION #: 24-039	3073
		001-2100-521.51-39	$300		
		001-2100-521.12-00	($6,528)	VOCA GRANT AWARD TRUE UP RESOLUTION #: 24-039	3072

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	05/31/2024	001-2100-521.52-00	$2,726	ACCEPT K9 COOLGUARD DON. RESOLUTION #: 24-047	3677
		001-2100-521.12-00	($38,534)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		001-2100-521.12-12	$35,098		
		001-2100-521.40-23	$2,136		
		001-2100-521.55-36	$1,300		
		001-2100-521.13-00	$28,000	PICHECO ENTERED DROP MAY CLEANUP	3689
		001-2100-521.23-04	($28,000)		
		001-2100-521.34-00	$7,000	WIRING, UNIF, ROCKLEDG PD MAY CLEANUP	3689
		001-2100-521.52-02	$7,000		
		001-2100-521.56-15	$4,028		
	06/30/2024	001-2100-521.49-00	$2,500	FUNDS PD OP. SUPPLIES JUNE CLEANUP	4178
		001-2100-521.52-00	($2,726)	K9 COOLING SYSTEM #30 JUNE CLEANUP	4178
		001-2100-521.64-00	$2,726		
		001-2100-521.46-00	($965)	PD BRAZOS INTERFACE JUNE CLEANUP	4178
		001-2100-521.56-15	$965		
		001-2100-521.52-00	$12,940	REPLENISH OP. SUPPLIES JUNE CLEANUP	4178
	07/12/2024	001-2100-521.64-00	$3,150	K9 KENNEL FOR VEH. 30 RESOLUTION #: 24-062	4256
	07/29/2024	001-2100-521.64-00	$122,000	BUY 2 PD VEHICLES IN FY24 RESOLUTION #: 24-066	4517
	07/31/2024	001-2100-521.12-00	($1,124)	FUND ACCRUAL PAYOUT JULY CLEANUP	4678
		001-2100-521.12-12	$1,124		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
16	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$422,552**	
2101 - POLICE COMMUNICATIONS					
2101 - POLICE COMMUNICATIONS	11/17/2023	001-2101-521.54-00	($7,003)	DMS SOFTWARE FOR GASB96 October Cleanup	667
	12/15/2023	001-2101-521.15-00	$5,000	BUDGT ROLL: DIS. SIGN ON RESOLUTION #: 23-143	1071
	02/26/2024	001-2101-521.12-00	($1,500)	JANUARY CLEANUP EXTRA DETAIL FUNDING	2116
		001-2101-521.12-06	$1,500		
		001-2101-521.49-00	$10	JANUARY CLEANUP NOTARY INCREASE COSTS	2116
		001-2101-521.51-00	($10)		
	05/31/2024	001-2101-521.34-00	($381)	COMMUNICATIONS UNIFORMS MAY CLEANUP	3689
		001-2101-521.52-02	$381		
		001-2101-521.34-00	($18,028)	WIRING, UNIF, ROCKLEDG PD MAY CLEANUP	3689
	06/30/2024	001-2101-521.34-00	($3,500)	FUNDS PD OP. SUPPLIES JUNE CLEANUP	4178
		001-2101-521.52-00	$1,000		
		001-2101-521.34-00	($12,940)	REPLENISH OP. SUPPLIES JUNE CLEANUP	4178
	07/31/2024	001-2101-521.40-00	$0	CORRECT ACCOUNTS FOR LAW JULY CLEANUP	4678
		001-2101-521.55-00	$0		
6	**Total Budget Amendments/Transfers**		**Division 2101 Total**	**($35,471)**	
2132 - CODE ENFORCEMENT					

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2132 - CODE ENFORCEMENT	12/18/2023	001-2132-524.12-00	($1,730)	NOV CLEANUP: SEE TRACKER EMPLOYEE ACCRUALS	1099
		001-2132-524.12-12	$1,730		
	04/03/2024	001-2132-524.12-00	($7,610)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		001-2132-524.12-12	$7,610		
	04/10/2024	001-2132-524.56-15	($1,104)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	05/31/2024	001-2132-524.49-00	($25)	CODE ENFORC. UNIFORMS MAY CLEANUP	3689
		001-2132-524.52-02	$25		
		001-2132-524.31-01	($92)	SAMSARA LICENSES MAY CLEANUP	3689
		001-2132-524.56-15	$92		
	07/31/2024	001-2132-524.31-01	($1,408)	PURCHASE TOUGH BOOKS JULY CLEANUP	4678
		001-2132-524.40-00	($1,990)		
		001-2132-524.47-00	($1,785)		
		001-2132-524.49-00	($2,060)		
		001-2132-524.51-00	($1,090)		
		001-2132-524.52-00	($2,286)		
		001-2132-524.56-15	$10,619		
5	**Total Budget Amendments/Transfers**		**Division 2132 Total**	**($1,104)**	
2200 - FIRE ADMINISTRATION					
2200 - FIRE ADMINISTRATION	12/15/2023	001-2200-522.52-02	$14	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	02/26/2024	001-2200-522.12-00	($1,000)	JANUARY CLEANUP Detail Funding: Fire	2116

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2200 - FIRE ADMINISTRATION	02/26/2024	001-2200-522.12-06	$1,000	JANUARY CLEANUP Detail Funding: Fire	2116
	04/03/2024	001-2200-522.12-00	($1,556)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		001-2200-522.12-12	$1,556		
	05/31/2024	001-2200-522.46-02	($2,205)	FUND FD ADMIN VEH REPAIR MAY CLEANUP	3689
		001-2200-522.46-03	$2,205		
	07/31/2024	001-2200-522.46-00	($2,000)	COVER FUEL SHORTAGE JULY CLEANUP	4678
		001-2200-522.52-30	$2,000		
5	**Total Budget Amendments/Transfers**		**Division 2200 Total**	**$14**	
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/17/2023	001-2201-522.52-05	($1,584)	EMS DRUG VND MACHINE OCTOBER CLEANUP	667
		001-2201-522.56-15	$1,584		
	11/30/2023	001-2201-522.64-00	$652,875	SELL LADDER BUY PMPER TRK RESOLUTION #: 23-139	823
	12/15/2023	001-2201-522.12-00	$35,668	BUDGT ROLL: FIRE HS TRNEE RESOLUTION #: 23-143	1071
		001-2201-522.46-00	$107	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-2201-522.52-00	$11,970		
		001-2201-522.52-02	$7,463		
		001-2201-522.64-00	$850,000		
	12/18/2023	001-2201-522.34-00	$19,200	NOV CLEANUP: SEE TRACKER STRATEGIC PLANNING SVCS	1099
		001-2201-522.55-00	($19,200)		
		001-2201-522.46-00	$9,072	NOV CLEANUP: SEE TRACKER	1099

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	12/18/2023	001-2201-522.55-00	($9,072)	UNBUDGETED BUNKER GEAR	1099
	01/23/2024	001-2201-522.41-00	$690	KRONOS IVR: FD OT PAGING DECEMBER CLEANUP	1620
		001-2201-522.56-15	($690)		
	02/26/2024	001-2201-522.41-00	$8,000	JANUARY CLEANUP Direct TV - Spect. Trnsfr	2116
		001-2201-522.64-00	($8,000)		
	04/03/2024	001-2201-522.12-00	($12,755)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		001-2201-522.12-12	$12,755		
		001-2201-522.40-00	($135)	INTERVIEW FIREHOUSE SUBS MARCH CLEANUP	2687
		001-2201-522.49-00	$135		
		001-2201-522.40-00	($3,500)	PALS RECERTIFICATION MARCH CLEANUP	2687
		001-2201-522.55-00	$3,500		
		001-2201-522.12-00	($7,867)	RAMIEREZ & SCHALLER FF MARCH CLEANUP	2687
		001-2201-522.22-00	$5,467		
		001-2201-522.27-00	$2,400		
	04/10/2024	001-2201-522.56-15	($1,932)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	04/25/2024	001-2201-522.12-00	($405,000)	FUND FD OVERTIME RESOLUTION #: 24-039	3073
		001-2201-522.14-00	$405,000		
	05/07/2024	001-2201-522.12-00	$5,157	AFBP22 ALLOCATION FOR FD H/S TRAINEE PAYROLL	3228
		001-2201-522.14-00	$2,144		
		001-2201-522.21-00	$3,586		
		001-2201-522.22-00	$5,940		
		001-2201-522.23-00	$141		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	05/07/2024	001-2201-522.23-04	$14,399	AFBP22 ALLOCATION FOR FD H/S TRAINEE PAYROLL	3228
		001-2201-522.23-07	$457		
		001-2201-522.23-08	$89		
		001-2201-522.23-09	$141		
		001-2201-522.24-00	$1,935		
		001-2201-522.27-00	$3,100		
	06/30/2024	001-2201-522.46-00	($500)	FUND NEGATIVE BALANCE JUNE CLEANUP	4178
		001-2201-522.49-00	$500		
11	**Total Budget Amendments/Transfers**		**Division 2201 Total**	**$1,593,240**	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	12/15/2023	001-3200-515.62-00	$750,000	BUDGT ROLL: BLAKE SUBDIV. RESOLUTION #: 23-143	1071
		001-3200-515.61-00	$241,379	BUDGT ROLL: C VIL. PRKING RESOLUTION #: 23-143	1071
		001-3200-515.31-15	$17,700	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3200-515.31-16	$4,204		
		001-3200-515.56-15	$12,292		
	01/16/2024	001-3200-515.34-00	$2,300	915 FL AVE APPRAISAL RESOLUTION #: 23-794	1505
	02/02/2024	001-3200-515.34-00	$0	REALLOCATE HOUSING PROJ	1808
		001-3200-515.62-00	$0		
	02/26/2024	001-3200-515.40-00	$34	JANUARY CLEANUP Negative Account Cleanup	2116

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	02/26/2024	001-3200-515.49-00	($453)	JANUARY CLEANUP Negative Account Cleanup	2116
		001-3200-515.52-00	$399		
		001-3200-515.55-00	$20		
		001-3200-515.12-00	($1)	JANUARY CLEANUP OT Overage	2116
		001-3200-515.14-00	$1		
	04/01/2024	001-3200-515.31-00	($21,631)	M.C. BLAKE DSCRA FUNDING RESOLUTION #: 24-029	2650
		001-3200-515.62-00	$892,651		
	04/10/2024	001-3200-515.56-15	($276)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	04/25/2024	001-3200-515.46-04	$288,920	H.T. MOORE WINDOW REPLACE RESOLUTION #: 24-041	3074
	05/31/2024	001-3200-515.12-00	($62)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		001-3200-515.12-12	$62		
		001-3200-515.31-17	$75,000	FDEP VULNERABILITY ASSESS RESOLUTION #: 24-048	3678
8	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$2,262,539**	
3500 - ADMINISTRATION					
3500 - ADMINISTRATION	12/18/2023	001-3500-519.56-15	($10,000)	PW WORK MGMT. PROGRAM RESOLUTION #: 23-145	1093
	04/03/2024	001-3500-519.41-00	$350	PW VERIZON BILL MARCH CLEANUP	2687
		001-3500-519.49-00	($350)		
	05/31/2024	001-3500-519.11-00	($385)	FUND DENTAL INSURANCE MAY CLEANUP	3689
		001-3500-519.23-07	$385		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3500 - ADMINISTRATION	05/31/2024	001-3500-519.11-00	($50)	FUND VISION INSURANCE MAY CLEANUP	3689
		001-3500-519.23-08	$50		
3	**Total Budget Amendments/Transfers**		**Division 3500 Total**	**($10,000)**	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	10/27/2023	001-3510-541.63-00	$450,000	FY 24 PAVING BUDGET RESOLUTION #: 23-126	348
	11/17/2023	001-3510-541.43-00	$2,850	FPL PO, BUDGETED TOO LOW OCTOBER CLEANUP	667
		001-3510-541.46-00	($2,850)		
		001-3510-541.46-00	$0	SHORTFALL CURB & GUTTER OCTOBER CLEANUP	667
	12/15/2023	001-3510-541.63-00	$3,985	BUDGT ROLL: AURORA DITCH RESOLUTION #: 23-143	1071
		001-3510-541.31-00	$2,526	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3510-541.34-00	$3,900		
		001-3510-541.46-00	$58,701		
		001-3510-541.63-00	$46,296		
	04/03/2024	001-3510-541.12-00	($950)	MIRABITO BENEFIT OFFSET MARCH CLEANUP	2687
		001-3510-541.27-00	$950		
	04/10/2024	001-3510-541.46-00	($828)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
		001-3510-541.56-15	($2,484)		
	04/25/2024	001-3510-541.46-00	$50,000	CORRECT ROLL: SIDEWALKS RESOLUTION #: 24-039	3072
	05/31/2024	001-3510-541.34-00	$12,000	FUND MYRA INVOICES MAY CLEANUP	3689

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3510 - STREET MANAGEMENT	05/31/2024	001-3510-541.46-00	($12,000)	FUND MYRA INVOICES MAY CLEANUP	3689
		001-3510-541.46-03	($138)	SAMSARA LICENSES MAY CLEANUP	3689
		001-3510-541.56-15	$138		
		001-3510-541.31-00	($850)	811 LOCATE BILL MAY CLEANUP	3689
		001-3510-541.34-00	$850		
	07/31/2024	001-3510-541.12-00	($900)	COVER BENEFIT OFFSET JULY CLEANUP	4678
		001-3510-541.27-00	$900		
8	**Total Budget Amendments/Transfers**		**Division 3510 Total**	**$612,096**	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	12/15/2023	001-3520-572.46-00	$18,000	BUDGT ROLL: CEMTRY HEADST RESOLUTION #: 23-143	1071
	02/26/2024	001-3520-572.41-00	$1,600	JANUARY CLEANUP Verizon Increase	2116
		001-3520-572.46-00	($1,600)		
	03/05/2024	001-3520-572.46-00	($15)	BUY TREES: ARBOR DAY FEBRUARY CLEANUP	2235
		001-3520-572.48-00	$15		
	04/03/2024	001-3520-572.44-00	$1,497	BUCKET VAN RENTAL MARCH CLEANUP	2687
		001-3520-572.46-00	($1,497)		
		001-3520-572.41-00	$1,200	PW VERIZON BILL MARCH CLEANUP	2687
		001-3520-572.52-30	($1,200)		
	04/10/2024	001-3520-572.56-15	($3,588)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
	05/31/2024	001-3520-572.46-00	($15,000)	OPERATING SUPPLIES MAY CLEANUP	3689

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	05/31/2024	001-3520-572.52-00	$22,000	OPERATING SUPPLIES MAY CLEANUP	3689
		001-3520-572.52-30	($7,000)		
	07/12/2024	001-3520-572.63-00	$2,187,121	LEE WENNER TRAN FROM CCRA RESOLUTION #: 24-058	4260
7	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$2,201,533**	
3540 - PUBLIC WORKS- FLEET MAINT					
3540 - PUBLIC WORKS-FLEET MAINT	11/17/2023	001-3540-519.64-00	$3,951	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	001-3540-519.55-00	$6,528	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3540-519.56-15	$13,760		
		001-3540-519.64-00	$14,614		
	03/05/2024	001-3540-519.55-00	($985)	FREIGHT ON PO#: 81290 FEBRUARY CLEANUP	2235
	04/03/2024	001-3540-519.64-00	$985	REVERSE #24-047-T MARCH CLEANUP	2687
	04/10/2024	001-3540-519.56-15	($747)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
	05/31/2024	001-3540-519.14-00	$2,533	FLEET OT BUD (PD RADIOS) MAY CLEANUP	3689
		001-3540-519.55-00	($2,533)		
6	**Total Budget Amendments/Transfers**		**Division 3540 Total**	**$38,106**	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	11/17/2023	001-3560-519.64-00	($3,951)	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	12/15/2023	001-3560-519.56-15	$10,000	BUDGT ROLL: CMAS & INV RESOLUTION #: 23-143	1071
		001-3560-519.64-00	$23,428	BUDGT ROLL: FY23 CAP. PUR RESOLUTION #: 23-143	1071
		001-3560-519.46-00	$15,365	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3560-519.46-03	$6,381		
		001-3560-519.49-00	$225		
		001-3560-519.62-00	$74,143		
		001-3560-519.64-00	$136,186		
	12/18/2023	001-3560-519.56-15	$10,000	PW WORK MGMT. PROGRAM RESOLUTION #: 23-145	1093
	01/25/2024	001-3560-519.34-00	($25,000)	PLAYHOUSE FIRE ALARM RESOLUTION #: 24-006	1666
		001-3560-519.64-00	$25,000		
	03/05/2024	001-3560-519.64-00	$985	FREIGHT ON PO#: 81290 FEBRUARY CLEANUP	2235
	04/03/2024	001-3560-519.64-00	($985)	REVERSE #24-047-T MARCH CLEANUP	2687
		001-3560-519.64-00	$0	SHORE UP DITTMER AC MARCH CLEANUP	2687
	04/10/2024	001-3560-519.40-00	($1,722)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
		001-3560-519.56-15	($1,866)		
	04/18/2024	001-3560-519.46-00	$115,000	JOE LEE SMITH POOL REPAIR RESOLUTION #: 24-037	2950
	04/25/2024	001-3560-519.12-00	($69,883)	EMPLOYEE ENTERING DROP RESOLUTION #: 24-039	3073
		001-3560-519.13-00	$69,883		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	05/31/2024	001-3560-519.44-00	$9	EQUIPMENT RENTAL OVERAGE MAY CLEANUP	3689
		001-3560-519.52-00	($9)		
	07/31/2024	001-3560-519.34-00	($10,000)	COVER COST REMAINDER FY24 JULY CLEANUP	4678
		001-3560-519.43-00	($10,000)		
		001-3560-519.46-00	$28,000		
		001-3560-519.46-02	($8,000)		
11	**Total Budget Amendments/Transfers**		**Division 3560 Total**	**$383,189**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	10/12/2023	001-3580-519.63-00	$697,853	PROVOST PARK BUDGET FY124 RESOLUTION #: 23-116	145
		001-3580-519.63-07	$1,263,151		
		001-3580-519.64-00	$8,000		
	10/27/2023	001-3580-519.63-07	$321,797	PROVOST PARK LIGHTS RESOLUTION #: 23-118	345
		001-3580-519.63-00	$204,009	STRADLEY PARK BUDGET RESOLUTION #: 23-121	347
		001-3580-519.63-07	$488,376		
	11/17/2023	001-3580-519.63-00	$0	STRADLEY PARK PROJECT SHORTFALL	668
		001-3580-519.63-07	$0		
	12/15/2023	001-3580-519.63-07	$85,000	BUDGT ROLL: J.R. PRK IMP. RESOLUTION #: 23-143	1071
		001-3580-519.64-00	$529,141		
		001-3580-519.46-00	$61,550	BUDGT ROLL: PARK IMPROV. RESOLUTION #: 23-143	1071
		001-3580-519.63-00	$18,793	PO ROLL: SEE TRACKER RESOLUTION #:	1065

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3580 - CAPITAL PROJECTS MNGMT	12/15/2023	001-3580-519.64-00	$47,349	23-142	1065
	02/26/2024	001-3580-519.12-00	($130)	JANUARY CLEANUP OT Funding	2116
		001-3580-519.14-00	$130		
5	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$3,725,019**	
27	**Total Budget Amendments/Transfers**		**GENERAL FUND**	**$15,050,372**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	12/15/2023	104-3240-554.83-23	$151,680	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	04/25/2024	104-3240-554.12-00	($58)	TRUE UP HOME BUDGET RESOLUTION #: 24-024	3069
		104-3240-554.39-00	($58,043)		
		104-3240-554.83-22	$12,747		
		104-3240-554.83-23	($28,972)		
2	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$77,354**	
2	**Total Budget Amendments/Transfers**		**BREVARD COUNTY HOME**	**$77,354**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	10/12/2023	105-3240-554.83-00	$14,691	RECEIVE SHIP FUNDS RESOLUTION #: 23-112	142
	11/17/2023	105-3240-554.39-00	($1,800)	SHIP TITLE AND CELL PHONE OCTOBER CLEANUP	667
		105-3240-554.41-00	$800		
		105-3240-554.49-00	$1,000		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$14,691**	
2	**Total Budget Amendments/Transfers**		**SHIP/COCOA HOUSING TRUST**	**$14,691**	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	12/15/2023	107-3200-524.34-00	$12,094	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	12/18/2023	107-3200-524.56-15	$3,000	BLD 2 CITIZENSERVE RPRTS RESOLUTION #: 23-144	1098
	02/26/2024	107-3200-524.34-00	($27,959)	JANUARY CLEANUP Demolition Code Enf.	2116
		107-3200-524.49-00	$25,000		
		107-3200-524.12-00	($3)	JANUARY CLEANUP OT Overage	2116
		107-3200-524.14-00	$3		
		107-3200-524.56-15	$2,959	JANUARY CLEANUP Permit Tech. Camera	2116
	04/01/2024	107-3200-524.64-00	$48,220	BUILDING OFFICIAL VEHICLE RESOLUTION #: 24-027	2649
	04/03/2024	107-3200-524.49-00	($280)	PERMIT TECH CAMERA MARCH CLEANUP	2687
		107-3200-524.56-15	$280		
	04/10/2024	107-3200-524.56-15	($787)	SAMSARA MOVE TO DEBT GASB96 - (5 OF 6)	2800
		107-3200-524.71-35	$753		
		107-3200-524.72-35	$34		
	05/31/2024	107-3200-524.12-00	($1,174)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		107-3200-524.12-12	$1,174		
	06/30/2024	107-3200-524.13-00	$3,000	SUSTAINABILITY INTERN JUNE	4178

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	06/30/2024	107-3200-524.49-00	($3,000)	CLEANUP	4178
	07/31/2024	107-3200-524.11-00	($900)	COVER BENEFIT OFFSET JULY CLEANUP	4678
		107-3200-524.13-00	($900)		
		107-3200-524.27-00	$1,800		
9	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$63,314**	
9	**Total Budget Amendments/Transfers**		**BUILDING PERMITS**	**$63,314**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	04/25/2024	108-3240-517.72-00	$4,000	SECTION 108 LOAN INTEREST RESOLUTION #: 24-039	3072
		108-3240-517.71-00	$29,000	SECTION 108 LOAN PRE-PMT RESOLUTION #: 24-039	3072
1	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$33,000**	
1	**Total Budget Amendments/Transfers**		**SEC 108 LOAN GUARANTEE**	**$33,000**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	10/13/2023	110-3230-517.71-31	$60,055	COCOA VILLAGE POST OFFICE LEASE GASB87 COMPLIANCE	162
		110-3230-517.72-31	$2,124		
		110-3230-559.44-00	($62,179)		
	12/07/2023	110-3230-559.61-00	$86,000	Buy 203 Orange St. Resolution #: CCRA23-752	958
		110-3230-581.91-34	$84,000	Docking & Breakwtr Match RESOLUTION	959

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	12/07/2023			#: CCRA 23-749	
	12/15/2023	110-3230-559.64-00	$31,608	BUDGT ROLL: CAMERAS RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$750,000	BUDGT ROLL: DWNTWN PRKIN RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$1,499,756	BUDGT ROLL: LEE WENNER RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$50,000	BUDGT ROLL: VILLAGE SIGNS RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$15,748	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		110-3230-559.83-00	$10,000		
	01/10/2024	110-3230-559.63-00	($106,329)	REDUCED TIF REVENUE RESOLUTION #: CCRA 23-797	1448
	02/07/2024	110-3230-559.23-04	($336)	MEMBERSHIP REGISTRATION RESOLUTION #: CCRA 24-043	1853
		110-3230-559.54-00	$336		
		110-3230-559.49-00	$3,300	203 ORANGE SITE ANALYSIS RESOLUTION #: CCRA 24-052	1854
		110-3230-559.64-00	($3,300)		
	04/18/2024	110-3230-559.46-00	($5,000)	CORRECT R&M>R&M BUILDINGS RESOLUTION #: CCRA-24-119	2951
		110-3230-559.46-02	$5,000		
		110-3230-559.46-00	$4,766	PARK FENCING & LOCKS RESOLUTION #: CCRA-24-184	2956
		110-3230-559.63-07	$19,165		
	05/31/2024	110-3230-559.12-00	($100)	COCOA CRA LTD SHORE UP RESOLUTION #: CCRA-24-226	3688
		110-3230-559.23-09	$100		
	07/08/2024	110-3230-559.32-00	$100	ANNUAL AUDIT INCREASE RESOLUTION	4152

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	07/08/2024			#: CCRA-24-350	
		110-3230-559.63-00	$0	CORRECT PROJECT NUMBER RESOLUTION #: CCRA24-304	4153
		110-3230-559.31-00	$10,000	CRA PLAN UPDATE CONSUL. RESOLUTION #: CCRA24-351	4151
		110-3230-559.63-00	($2,187,121)	LEE WENNER FNDS TO CITY RESOLUTION #: CCRA24-304	4154
		110-3230-581.91-01	$2,187,121		
		110-3230-559.63-00	($1,104,879)	REPLENISH FUND BALANCE RESOLUTION #: CCRA24-304	4153
8	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$1,349,935**	
8	**Total Budget Amendments/Transfers**		**CRA COCOA RDA**	**$1,349,935**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	12/15/2023	111-3230-559.64-00	$50,000	BUDGT ROLL: BUS STOP SHEL RESOLUTION #: 23-143	1071
		111-3230-559.63-00	$50,000	BUDGT ROLL: PRVST/ GIL RE RESOLUTION #: 23-143	1071
		111-3230-559.63-00	$50,000	BUDGT ROLL: STAMPED PAVEM RESOLUTION #: 23-143	1071
		111-3230-559.56-15	$12,292	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		111-3230-559.83-00	$3,000		
	01/23/2024	111-3230-559.63-00	$0	BUS STOP CONCRETE PAD DECEMBER CLEANUP	1620
	01/31/2024	111-3230-559.12-00	($150)	D.S. PAYROLL SHORE UP RESOLUTION #	1759

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	01/31/2024	111-3230-559.23-00	$75	DSCRA-24-038	1759
		111-3230-559.23-09	$75		
		111-3230-559.63-00	$21,226	MOVING BUS STOP SHELTER FUNDS TO BUS STOP PAD	1761
		111-3230-559.64-00	($21,226)		
		111-3230-559.64-00	($28,774)	REDUCED TIF REVENUE RESOLUTION # DSCRA-24-003	1760
	03/13/2024	111-3230-559.31-00	($475,000)	M.C. BLAKE DSCRA FUNDING RESOLUTION # DSCRA-24-088	2361
		111-3230-581.91-01	$800,000		
	06/21/2024	111-3230-559.32-00	$100	ANNUAL AUDIT INCREASE RESOLUTION#: CCRA-24-344	3896
		111-3230-559.31-00	$10,000	CRA PLAN UPDATE CONSUL. RESOLUTION #: CCRA-24-345	3895
5	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$471,618**	
5	**Total Budget Amendments/Transfers**		**CRA DIAMOND SQUARE 626**	**$471,618**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	12/15/2023	130-1203-516.63-00	$11,818	BUDGT ROLL: FIBR OPT. RNG RESOLUTION #: 23-143	1071
		130-1203-516.63-00	$109,013	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
1	**Total Budget Amendments/Transfers**		**Division 1203 Total**	**$120,831**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL	12/15/2023	130-1600-513.56-15	$18,590	BUDGT ROLL: DIG. RECORDS	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
OPERATIONS	12/15/2023			RESOLUTION #: 23-143	
		130-1600-513.56-15	$4,572	BUDGT ROLL: LAPTOPS RESOLUTION #: 23-143	1071
		130-1600-513.56-15	$17,896	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	07/29/2024	130-1600-513.56-15	($3,786)	BUY 4 PD VEHICLES IN FY24 RESOLUTION #: 24-066	4518
2	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$37,272**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	12/15/2023	130-2100-521.64-00	$4,224	BUDGT ROLL: FY22 PD VEH. RESOLUTION #: 23-143	1071
		130-2100-521.64-00	$128,004	BUDGT ROLL: FY23 PD VEH. RESOLUTION #: 23-143	1071
	07/29/2024	130-2100-521.64-00	$230,458	BUY 4 PD VEHICLES IN FY24 RESOLUTION #: 24-066	4518
2	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$362,686**	
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/17/2023	130-2201-522.64-00	$62,705	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	130-2201-522.64-00	$62,705	BUDGT ROLL: FD BRUSH TRK RESOLUTION #: 23-143	1071
		130-2201-522.64-00	$198,596	BUDGT ROLL: FD TRAIN TRAI RESOLUTION #: 23-143	1071
		130-2201-522.64-00	$682,088	PO ROLL: SEE TRACKER RESOLUTION #:	1065

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	12/15/2023			23-142	
	04/25/2024	130-2201-522.64-00	($62,705)	CORRECT ROLL: BRUSH TRUCK RESOLUTION #: 24-039	3072
	07/29/2024	130-2201-522.64-00	($39,987)	BUY ROLLER FOR PW FY24 RESOLUTION #: 24-067	4519
		130-2201-522.64-00	($145,473)	BUY 4 PD VEHICLES IN FY24 RESOLUTION #: 24-066	4518
4	**Total Budget Amendments/Transfers**		**Division 2201 Total**	**$757,929**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	12/15/2023	130-3230-559.83-03	$50,000	BUDGT ROLL: CAMP SCHOLAR. RESOLUTION #: 23-143	1071
1	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$50,000**	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	12/15/2023	130-3510-541.64-00	$73,018	BUDGT ROLL: PW WORK TRUCK RESOLUTION #: 23-143	1071
	07/29/2024	130-3510-541.64-00	$39,987	BUY ROLLER FOR PW FY24 RESOLUTION #: 24-067	4519
		130-3510-541.64-00	($73,018)	BUY 4 PD VEHICLES IN FY24 RESOLUTION #: 24-066	4518
2	**Total Budget Amendments/Transfers**		**Division 3510 Total**	**$39,987**	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS &	12/15/2023	130-3520-572.64-00	$55,925	BUDGT ROLL: PW WORK VEH.	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
BEAUTIFICATION				RESOLUTION #: 23-143	
	04/25/2024	130-3520-572.64-00	($55,925)	CSLFRF FUNDS TO NEW DIV RESOLUTION #: 24-039	3073
2	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$0**	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	12/15/2023	130-3560-519.64-00	$83,980	BUDGT ROLL: PD COND. UNIT RESOLUTION #: 23-143	1071
	04/25/2024	130-3560-519.64-00	$55,925	CSLFRF FUNDS TO NEW DIV RESOLUTION #: 24-039	3073
	07/29/2024	130-3560-519.64-00	($8,181)	BUY 4 PD VEHICLES IN FY24 RESOLUTION #: 24-066	4518
3	**Total Budget Amendments/Transfers**		**Division 3560 Total**	**$131,724**	
4	**Total Budget Amendments/Transfers**		**AMERICAN RESCUE PLAN FUND**	**$1,500,429**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	02/29/2024	143-2100-521.52-00	$13,457	FED. FUNDS FOR TRAINING RESOLUTION #: 24-013	2169
1	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$13,457**	
1	**Total Budget Amendments/Transfers**		**FEDERAL FORFEITURE FUND**	**$13,457**	
3570 - STORMWATER UTILITY					
3570 - STORMWATER	10/27/2023	303-3570-538.63-08	$226,878	FISKE/ BROADMOOR GRANT	350

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
UTILITY	10/27/2023	303-3570-538.63-73	$4,302,406	AMENDMENT RES #: 23-128	350
	05/17/2024	303-3570-538.63-00	$550,000	FISKE CEI & CONSTRUCTION RESOLUTION #: 24-043	3395
		303-3570-538.63-00	$199,145	FISKE CORR NON-GRANT FNDs RESOLUTION #: 23-043	3396
		303-3570-538.63-73	($199,145)		
2	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$5,079,284**	
2	**Total Budget Amendments/Transfers**		**FISKE BV CMPLT STRTSCAPE**	**$5,079,284**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	12/18/2023	304-3580-572.63-00	$168,000	DOCKING & BREAKWTR GRANT RESOLUTION #: 23-141	1091
1	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$168,000**	
1	**Total Budget Amendments/Transfers**		**T DOCKS / BREAKWATER**	**$168,000**	
1506 - INVENTORY					
1506 - INVENTORY	02/26/2024	421-1506-536.46-00	($400)	JANUARY CLEANUP Forklift Fuel	2116
		421-1506-536.52-30	$400		
	05/31/2024	421-1506-536.23-00	$100	INSURANCE OVERAGES MAY CLEANUP	3689
		421-1506-536.24-00	($100)		
		421-1506-536.23-09	$110	LTD OVERAGES MAY CLEANUP	3689
		421-1506-536.24-00	($110)		
2	**Total Budget**		**Division 1506 Total**	**$0**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
1515 - UTILITY SUPPORT SERVICES					
1515 - UTILITY SUPPORT SERVICES	11/17/2023	421-1515-536.64-00	$114,908	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	421-1515-536.64-00	$90,503	BUDGT ROLL: FY23 VEH. RESOLUTION #: 23-143	1071
		421-1515-536.64-00	$24,182	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	04/03/2024	421-1515-536.49-00	$658	VEHICLE TITLE FEES MARCH CLEANUP	2687
		421-1515-536.52-30	($658)		
	04/10/2024	421-1515-536.56-15	($7,728)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	04/25/2024	421-1515-536.64-00	($63,171)	REFND EXCESS VEHICLE ROLL RESOLUTION #: 24-039	3072
5	**Total Budget Amendments/Transfers**		**Division 1515 Total**	**$158,694**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	11/17/2023	421-4010-536.31-00	$45,000	GEHRING RISK CONSULTING October Cleanup	667
		421-4010-536.45-00	($45,000)		
		421-4010-581.91-24	$1,182	MANHOLE LINING	670
	12/15/2023	421-4010-536.56-15	$3,000,000	BUDGT ROLL: W/S ERP RESOLUTION #: 23-143	1071
		421-4010-536.31-00	$26,718	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4010-536.31-01	$110,139		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	12/15/2023	421-4010-536.46-03	$4,472	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	02/29/2024	421-4010-581.91-24	$114,973	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		421-4010-581.91-24	$1,687,506	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
	04/10/2024	421-4010-536.56-15	($1,656)	SAMSARA MOVE TO DEBT GASB96 - (4 OF 6)	2799
	04/11/2024	421-4010-536.39-00	($10,671)	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
	04/25/2024	421-4010-536.49-00	$75,000	INTEREST FOR CUSTOMER ACC RESOLUTION #: 24-039	3072
		421-4010-536.49-00	$10,000	INVENTORY OVER/ SHORT RESOLUTION #: 24-039	3072
	05/17/2024	421-4010-536.39-00	($400,000)	FISKE UT CONTINGENCY FUND RESOLUTION #: 24-043	3394
		421-4010-581.91-24	$400,000		
		421-4010-536.39-00	($89,613)	FUND BNR CHANGE ORDER #6 RESOLUTION #: 23-046	3397
		421-4010-581.91-24	$89,613		
	05/31/2024	421-4010-536.12-00	($11,400)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		421-4010-536.12-12	$11,400		
		421-4010-536.12-00	($2,900)	INTERN SALARIES MAY CLEANUP	3689
		421-4010-536.13-00	$2,900		
		421-4010-536.31-00	($2,600)	REPAIR #22 FORD ESCAPE MAY CLEANUP	3689
		421-4010-536.46-03	$2,600		
		421-4010-536.12-00	($3,500)	RETIREMENT CONTRIBUTIONS MAY	3689

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	05/31/2024	421-4010-536.22-00	$3,500	CLEANUP	3689
		421-4010-536.52-00	$1,500	SAT. PHONES: ADMIN & DYAL MAY CLEANUP	3689
		421-4010-536.56-15	($1,500)		
		421-4010-536.34-00	($300)	VEH. REPAIR & MAINTENANCE MAY CLEANUP	3689
		421-4010-536.46-03	$300		
	07/12/2024	421-4010-536.39-00	($310,121)	PAY DUKE INVOICE RESOLUTION #: 24-052	4253
	07/31/2024	421-4010-536.22-00	$61,000	COVER FUND THROUGH FY24 JULY CLEANUP	4678
		421-4010-536.23-04	($61,000)		
		421-4010-536.12-00	($5,900)	COVER SALARY COSTS JULY CLEANUP	4678
		421-4010-536.13-00	$5,900		
		421-4010-536.13-00	$700	COVER SALARY COSTS INTERN JULY CLEANUP	4678
		421-4010-536.21-00	$100		
		421-4010-536.45-00	($800)		
		421-4010-536.12-12	$7,002	FUND ACCRUAL PAYOUT JULY CLEANUP	4678
		421-4010-536.23-02	($7,002)		
		421-4010-536.31-00	($1,748)	VEHICLE #123 REP & MAINT JULY CLEANUP	4678
10	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$4,705,794**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	10/13/2023	421-4020-536.44-21	($433,680)	DYAL GENERATOR GASB87 COMPLIANCE	161

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	11/17/2023	421-4020-536.34-00	$5,000	DYAL ELEV. CONTRACT SVCS October Cleanup	667
		421-4020-536.46-00	($5,000)		
	12/15/2023	421-4020-536.46-00	$34,922	BUDGT ROLL: ACTUATOR REP. RESOLUTION #: 23-143	1071
		421-4020-536.64-00	$98,186	BUDGT ROLL: DUST COLL. RESOLUTION #: 23-143	1071
		421-4020-536.46-02	$50,000	BUDGT ROLL: TC ROOF REP. RESOLUTION #: 23-143	1071
		421-4020-536.46-02	$95,000	BUDGT ROLL: WEWA ROOF REP RESOLUTION #: 23-143	1071
		421-4020-536.31-03	$10,905	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4020-536.34-00	$17,253		
		421-4020-536.41-00	$358		
		421-4020-536.46-00	$78,173		
		421-4020-536.52-00	$1,191		
		421-4020-536.55-00	$6,016		
		421-4020-536.63-00	$33,005		
		421-4020-536.64-15	$350,834		
	12/18/2023	421-4020-536.46-00	($28,754)	NOV CLEANUP: SEE TRACKER SODA ASH SYSTEM REPLACE	1099
		421-4020-536.64-00	$28,754		
	01/22/2024	421-4020-536.64-00	$0	PUMP ROOM AC REPLACE MCC WS23DC TO BE REPLENISHED	1604
	01/25/2024	421-4020-536.46-00	($141,853)	DYAL HVAC REPLACEMENT RESOLUTION #: 24-009	1667
		421-4020-536.64-00	$141,853		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	02/26/2024	421-4020-536.12-00	($397)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4020-536.12-12	$397		
		421-4020-536.40-00	$5,000	JANUARY CLEANUP Travel: Conf. & Training	2116
		421-4020-536.52-09	($5,000)		
	04/03/2024	421-4020-536.12-00	($6,000)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4020-536.12-12	$6,000		
	04/10/2024	421-4020-536.56-15	($6,900)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	04/11/2024	421-4020-536.31-00	$10,671	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
	04/25/2024	421-4020-536.31-03	$73,444	JACOBS ASSET INV ASSIST. RESOLUTION #: 24-038	3071
		421-4020-536.52-09	($73,444)		
	05/31/2024	421-4020-536.34-00	($8,000)	FUND EXCAVATOR MAY CLEANUP	3689
		421-4020-536.44-00	$8,000		
	07/12/2024	421-4020-536.31-00	($10,671)	CORRECT SCRIVENER ERROR BAF 24-071-A	4268
		421-4020-536.31-03	$10,671		
		421-4020-536.34-00	$130,121	PAY DUKE INVOICE RESOLUTION #: 24-052	4253
		421-4020-536.43-00	$180,000		
		421-4020-536.34-00	($32,180)	UPGRADE HACH WIMS RESOLUTION #: 24-061	4259
		421-4020-536.56-15	$32,180		
	07/31/2024	421-4020-536.34-00	($30,000)	FUND DYAL REP, MAINT & OP JULY CLEANUP	4678
		421-4020-536.46-00	$40,000		
		421-4020-536.52-00	$20,000		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	07/31/2024	421-4020-536.52-09	($30,000)	FUND DYAL REP, MAINT & OP JULY CLEANUP	4678
		421-4020-536.52-00	$30,000	PURCHASE SCADA EQUIP JULY CLEANUP	4678
		421-4020-536.53-00	($30,000)		
14	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$656,055**	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	12/15/2023	421-4025-536.64-00	$70,347	BUDGT ROLL: FY22 CAP. PUR RESOLUTION #: 23-143	1071
		421-4025-536.64-00	$40,065	BUDGT ROLL: FY23 CAP PUR RESOLUTION #: 23-143	1071
		421-4025-536.64-00	$18,897	BUDGT ROLL: FY23 PD VEH. RESOLUTION #: 23-143	1071
		421-4025-536.46-00	$120,146	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4025-536.46-02	$10,048		
		421-4025-536.64-00	$106,240		
	02/26/2024	421-4025-536.12-00	($5,772)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4025-536.12-12	$5,772		
	04/03/2024	421-4025-536.12-00	($14,429)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4025-536.12-12	$14,429		
	04/10/2024	421-4025-536.56-15	($16,574)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	05/31/2024	421-4025-536.12-00	($1,000)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		421-4025-536.12-12	$1,000		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4025 - WATER FIELD OPERATIONS	06/30/2024	421-4025-536.46-00	$14,912	SEMPER HYDRANT KITS JUNE CLEANUP	4178
		421-4025-536.64-00	($14,912)		
	07/31/2024	421-4025-536.34-00	($3,100)	COVER COST OF FPL BILL JULY CLEANUP	4678
		421-4025-536.43-00	$3,100		
		421-4025-536.40-00	($1,000)	REPAIRS & MAINTENANCE JULY CLEANUP	4678
		421-4025-536.46-02	$8,000		
		421-4025-536.53-00	($5,000)		
		421-4025-536.55-00	$500		
		421-4025-536.56-15	($2,500)		
7	**Total Budget Amendments/Transfers**		**Division 4025 Total**	**$349,169**	
4055 - ENGINEERING					
4055 - ENGINEERING	12/15/2023	421-4055-536.63-00	$3,026,223	BUDGT ROLL: COCOA GROVE RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$59,647	BUDGT ROLL: DYAL OZ IMPR. RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$210,573	BUDGT ROLL: IND. PUMP ST. RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$593,603	BUDGT ROLL: PINEDA RESOLUTION #: 23-143	1071
		421-4055-536.31-03	$36,526	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4055-536.63-00	$420,316		
	02/12/2024	421-4055-536.31-03	$1,000,000	REALLOCATE CAP. PLAN DEV	1916
		421-4055-536.63-00	($1,000,000)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	02/29/2024	421-4055-536.63-00	($1,338,717)	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		421-4055-536.63-00	($1,687,506)	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
	04/03/2024	421-4055-536.12-00	($22,971)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4055-536.12-12	$22,971		
	04/10/2024	421-4055-536.56-15	($1,656)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	04/11/2024	421-4055-536.63-00	$0	PINEDA RR CROSSING RESOLUTION #: 24-032	2831
	07/12/2024	421-4055-536.63-00	$0	WM REPLACEMENT PROJECT RESOLUTION #: 24-054	4262
	07/31/2024	421-4055-536.46-03	$1,748	VEHICLE #123 REP & MAINT JULY CLEANUP	4678
8	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$1,320,757**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	10/12/2023	421-4120-536.31-03	$26,000	SCADA MAINT. INCREASE RESOLUTION #: 23-113	141
		421-4120-536.46-00	($26,000)		
	11/17/2023	421-4120-536.64-00	$149,396	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
		421-4120-536.41-00	$2,604	4 EMP. CELLS & 1 AIR CARD October Cleanup	667
		421-4120-536.52-00	($2,604)		
	12/15/2023	421-4120-536.64-00	$5,834	BUDGT ROLL: ANALYTIC BAL RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	12/15/2023	421-4120-536.64-00	$149,396	BUDGT ROLL: FY23 VEH. RESOLUTION #: 23-143	1071
		421-4120-536.46-00	$17,749	BUDGT ROLL: PAINT SELLERS RESOLUTION #: 23-143	1071
		421-4120-536.64-00	$10,465	BUDGT ROLL: REUSE PUMP RESOLUTION #: 23-143	1071
		421-4120-536.46-02	$11,397	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4120-536.63-00	$45,243		
		421-4120-536.64-00	$31,829		
	02/26/2024	421-4120-536.12-00	($10,518)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4120-536.12-12	$10,518		
		421-4120-536.12-00	($39,914)	JANUARY CLEANUP DROP PAYOUTS	2116
		421-4120-536.13-00	$39,914		
	03/05/2024	421-4120-536.44-00	$600	RENT TELESCOPIC BOOM FEBRUARY CLEANUP	2235
		421-4120-536.52-00	($600)		
	04/03/2024	421-4120-536.12-00	($36,069)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4120-536.12-12	$36,069		
	04/10/2024	421-4120-536.56-15	($2,484)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	05/31/2024	421-4120-536.12-00	($2,505)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		421-4120-536.12-12	$2,505		
		421-4120-536.13-00	$12,605	DROP EMPLOYEES MAY CLEANUP	3689
		421-4120-536.23-04	($12,605)		
	06/30/2024	421-4120-536.46-00	$25,000	FUND REPAIRS & MAINT. JUNE CLEANUP	4178

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	06/30/2024	421-4120-536.52-00	($25,000)	FUND REPAIRS & MAINT. JUNE CLEANUP	4178
	07/31/2024	421-4120-536.54-00	$100	MAINTAIN POSITIVE BALANCE JULY CLEANUP	4678
		421-4120-536.64-15	($100)		
10	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$418,825**	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	10/27/2023	421-4125-536.31-03	$33,570	CAROLLO ENG. TASK # 24-03 RESOLUTION #: 23-119	346
		421-4125-536.46-00	($33,570)		
	11/17/2023	421-4125-536.46-00	($1,182)	MANHOLE LINING	670
	12/15/2023	421-4125-536.31-03	$22,955	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4125-536.46-00	$1,157		
		421-4125-536.64-00	$518,296		
	03/05/2024	421-4125-536.31-03	($5,808)	BUY VAC-CON: SFO FEBRUARY CLEANUP	2235
		421-4125-536.46-00	($17,192)		
		421-4125-536.64-00	$23,000		
	04/03/2024	421-4125-536.12-00	($3,548)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4125-536.12-12	$3,548		
		421-4125-536.41-00	$400	SFO VERIZON BILL MARCH CLEANUP	2687
		421-4125-536.52-00	($400)		
		421-4125-536.42-00	$4,000	SHORE UP POSTAGE MARCH CLEANUP	2687
		421-4125-536.53-00	($4,000)		
	04/10/2024	421-4125-536.56-15	($4,692)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4125 - SEWER FIELD OPERATIONS	05/31/2024	421-4125-536.12-12	$5,000	ACCRUAL PAYOUTS MAY CLEANUP	3689
		421-4125-536.23-04	($5,000)		
		421-4125-536.44-00	($1,000)	CDL DRIVERS TEST INCREASE MAY CLEANUP	3689
		421-4125-536.49-00	$1,000		
		421-4125-536.46-03	($300)	CDL TRAINING MAY CLEANUP	3689
		421-4125-536.49-00	$300		
		421-4125-536.12-00	($95)	SHOE ALLOWANCE NEG. MAY CLEANUP	3689
		421-4125-536.20-00	$95		
	06/30/2024	421-4125-536.46-00	($6,750)	FDEP PENALTY JUNE CLEANUP	4178
		421-4125-536.49-00	$6,750		
	07/31/2024	421-4125-536.43-00	$1,000	COVER COST OF FPL BILL JULY CLEANUP	4678
		421-4125-536.52-30	($1,000)		
9	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$536,534**	
4700 - DEBT SERVICE					
4700 - DEBT SERVICE	10/13/2023	421-4700-517.71-32	$339,510	DYAL GENERATOR GASB87 COMPLIANCE	161
		421-4700-517.72-32	$94,170		
	04/10/2024	421-4700-591.71-35	$38,320	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
		421-4700-591.72-35	$1,714		
		421-4700-591.71-35	$1,585	SAMSARA MOVE TO DEBT GASB96 - (4 OF 6)	2799
		421-4700-591.72-35	$71		
2	**Total Budget Amendments/Transfers**		**Division 4700 Total**	**$475,370**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
21	**Total Budget Amendments/Transfers**		**WATER/SEWER FUND**	**$8,621,198**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	02/29/2024	422-4010-581.91-24	$107,092	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		422-4010-581.91-24	$2,593,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
		422-4010-581.91-24	$2,401,619	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$5,102,359**	
4055 - ENGINEERING					
4055 - ENGINEERING	02/29/2024	422-4055-536.63-00	$0	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
1	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$0**	
1	**Total Budget Amendments/Transfers**		**WATER/SEWER IMPACT FEE**	**$5,102,359**	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	10/27/2023	423-3570-538.63-73	$717,291	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	11/30/2023	423-3570-538.39-00	($52,733)	ADD. EOR SERVICES F&B & BOND FOR WETLND R #23-136	822
		423-3570-538.63-00	$52,733		
	12/15/2023	423-3570-538.63-00	$50,678	BUDGT ROLL: AURORA DITCH RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	12/15/2023	423-3570-538.63-36	$768,000	BUDGT ROLL: FISKE/ PND RESOLUTION #: 23-143	1071
		423-3570-538.63-00	$28,800	BUDGT ROLL: FLOATING WET. RESOLUTION #: 23-143	1071
		423-3570-538.63-00	$500	BUDGT ROLL: ROADWAY ELEV. RESOLUTION #: 23-143	1071
		423-3570-538.63-35	$120,000	BUDGT ROLL: US1/ FOREST A RESOLUTION #: 23-143	1071
		423-3570-538.31-00	$21,412	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		423-3570-538.34-00	$4,253		
		423-3570-538.46-00	$600		
		423-3570-538.63-00	$81,399		
		423-3570-538.64-00	$49,349		
	02/26/2024	423-3570-538.12-00	($225)	JANUARY CLEANUP CELL PHONE ALLOWANCE	2116
		423-3570-538.15-00	$225		
		423-3570-538.63-00	$0		
	02/29/2024	423-3570-538.39-00	($110,000)	VAC CON & ST. SWPR REPAIR RESOLUTION #: 24-015	2170
		423-3570-538.46-03	$110,000		
	04/02/2024	423-3570-538.63-00	$18,949	US1 & FORREST AVE FUNDING RESOLUTION #: 24-028	2665
	04/10/2024	423-3570-538.56-15	($3,147)	SAMSARA MOVE TO DEBT GASB96 - (6 OF 6)	2802
		423-3570-538.71-35	$3,012		
		423-3570-538.72-35	$135		
	05/17/2024	423-3570-538.63-00	$257,138	FISKE CORR NON-GRANT FNDs	3396

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	05/17/2024	423-3570-538.63-73	($257,138)	RESOLUTION #: 23-043	3396
	06/28/2024	423-3570-538.63-00	$0	MOVE FUNDS TO SORIAL PROJ # TO TRACK SOIRL PROJECTS	4017
9	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$1,861,231**	
9	**Total Budget Amendments/Transfers**		**STORMWATER UTILITY**	**$1,861,231**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	10/27/2023	424-4010-581.91-21	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	351
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$199,904**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	12/15/2023	424-4020-536.63-00	$260,000	BUDGT ROLL: C-F POLY. TNK RESOLUTION #: 23-143	1071
		424-4020-536.63-00	$1,338,836	BUDGT ROLL: REACTOR CLAR. RESOLUTION #: 23-143	1071
		424-4020-536.63-00	$751,522	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		424-4020-536.64-00	$81,472		
1	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$2,431,830**	
4055 - ENGINEERING					
4055 - ENGINEERING	10/27/2023	424-4055-536.63-08	$46,469	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
		424-4055-536.63-73	$998,420		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	12/15/2023	424-4055-536.63-00	$85,000	BUDGT ROLL: BANNA RIV TNK RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$2,102	BUDGT ROLL: DYAL CO2 BULK RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$4,275,000	BUDGT ROLL: DYAL OZONE IM RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$1,463,198	BUDGT ROLL: DYAL WELL 17 RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$150,000	BUDGT ROLL: GRNDWT FLUME RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$8,776,363	BUDGT ROLL: IRP RESOLUTION #: 23-143	1071
		424-4055-536.63-06	$75,071	BUDGT ROLL: LIFT STN. 1 RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$4,061,770	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	01/25/2024	424-4055-536.63-00	$3,382,443	ADD. IRP IPS & TPS FNDING RESOLUTION #: 24-004	1665
	02/26/2024	424-4055-536.63-00	$0	JANUARY CLEANUP CELL PHONE ALLOWANCE	2116
	02/29/2024	424-4055-536.63-00	$222,065	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		424-4055-536.63-00	$4,413,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
		424-4055-536.63-00	$4,089,125	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	05/17/2024	424-4055-536.63-00	$90,819	FISKE CORR NON-GRANT FNDs RESOLUTION #: 23-043	3396
		424-4055-536.63-73	($90,819)		
		424-4055-536.63-00	$400,000	FISKE UT CONTINGENCY FUND RESOLUTION #: 24-043	3394
	07/12/2024	424-4055-536.63-00	($3,382,443)	SELLERS WW PROJECT GRANT RESOLUTION #: 24-055	4261
		424-4055-536.63-78	$3,626,000		
	07/31/2024	424-4055-536.63-00	($600)	SELLERS WW PROJECT GRANT RESOLUTION #: 24-055	4711
		424-4055-536.63-78	$600		
8	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$32,684,231**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	12/15/2023	424-4120-536.63-00	$1,000,000	BUDGT ROLL: AERATN BLOWER RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$393,949	BUDGT ROLL: BNR RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$45,170	BUDGT ROLL: HYDROPNEUMATC RESOLUTION #: 23-143	1071
		424-4120-536.64-15	$300,000	BUDGT ROLL: M&L CNTRL BRD RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$619,767	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	05/17/2024	424-4120-536.63-00	$89,613	FUND BNR CHANGE ORDER #6 RESOLUTION #: 23-046	3397
2	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$2,448,499**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/17/2023	424-4125-536.63-00	$1,182	MANHOLE LINING	670
	06/30/2024	424-4125-536.63-00	$0	CORRECT PROJECT NUMBER JUNE CLEANUP	4178
2	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$1,182**	
10	**Total Budget Amendments/Transfers**		**RENEWAL & REPLACE FUND**	**$37,765,646**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	02/29/2024	425-4010-581.91-24	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$1,820,000**	
1	**Total Budget Amendments/Transfers**		**W/S RESTRICTED ASSETS**	**$1,820,000**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	04/11/2024	427-4020-536.31-34	$53,354	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
		427-4020-536.31-35	$26,677		
		427-4020-536.31-36	$7,114		
		427-4020-536.31-37	$80,030		
1	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$167,175**	
1	**Total Budget Amendments/Transfers**		**TCR/SJR PROJECT**	**$167,175**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number

109 Transfers & Amendments Between Oct 1, 2023 and Jul 31, 2024

FY 2024 Total Transfer & Amendments	$79,159,063

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero

Report: Expense Budget Tracking Worksheet
Run by: Zoie R. Badalov

Date: 08/21/2024

Legislation Details (With Text)

File #:	24-500	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/22/2024			**In control:**	City Council
On agenda:	8/27/2024			**Final action:**	
Title:	Bi-weekly Report from August 12 - August 23, 2024. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 22, 2024
Agenda Date: August 27, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Bi-weekly Report from August 12 - August 23, 2024.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Bi-weekly Report from August 12 - August 23, 2024.

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 12 – 27, 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: 6 received/ 5 closed out - $17.70 collected in fees
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Michael Gill – Assistant City Engineer, Public Works/Stormwater, August 12, 2024
  - Wallace Melick – Human Resources Coordinator, Administrative Services/Human Resources, August 13, 2024
  - Ricky Hoppes – Jr. Systems Administrator, Information Technology, August 19, 2024
  - Cody McDevitt – Maintenance Worker I, Public Works/Streets, August 19, 2024
  - David Nelson – Water Quality Laboratory Manager, Utilities/Administration, August 19, 2024
  - Anna Sova – Custodial Worker, Public Works/Facilites, August 19, 2024
  - Stephen Wojcik – Firefighter/EMT, Fire/Operations, August 19, 2024
- Recent promotions
  - N/A
- Key retirements
  - Vicki Jarnac – Sr. Stock Clerk, Finance/Inventory September 1, 2024, 36 years

- Nicholas Moon – Police Sergeant, Police/Administration, 16 years
- Heidi Byron – Development Coordinator, Community Services/Building, September 6, 2024, 18 years

Communication and Economic Development

- Media Stories:
  - Cocoa Police Warn Residents About Increasing Trend of Automated Text Messaging, Spam Robotexts
  - Cocoa Police Sgt. Christopher Moderson Completes Florida Leadership Academy's 57th Class
- New News Releases:
  - Cocoa Voters to Decide on Economic Development Tax Program in November
  - Mayor Blake Elected President of Florida League of Cities for 2024-2025
  - City of Cocoa Donates Semi Tractor to Brevard Adult and Community Education
- Upcoming Events:
  -
- Social media/e-newsletter statistics
  - Facebook
    - Post reach: 15,832
    - Post engagement: 3,744
    - Followers: 15,784
  - Twitter
    - Followers: 3,496
  - LinkedIn
    - Post impressions: 2,021
    - Followers: 1,263
  - NextDoor
    - Impressions: 1,788
    - Members: 5,392
  - 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)
  - 86 received
  - 80 closed
  - Residential Bulk Green Waste Requests: 98 from July 3rd through July 17th
- 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) - In Design
    - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
  - Brightline/FEC
    - SCTPO wrapping up the Intermodal Station Feasibility Study.
    - SCTPO

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations – July
    - WFO Issued Work Orders – 1,242
    - WFO Completed Work Orders – 1,210
    - Hydrants Flushed – 482
    - Valves Exercised – 140
    - Utility Locate Requests – 2,373
    - SFO Issued Work Orders – 102
    - SFO Completed Work Orders – 116