# City of Cocoa

*65 Stone Street*
*Cocoa, FL 32922*

## Meeting Agenda - Final

**Wednesday, August 12, 2020**

**6:00 PM**

**Cocoa City Council Chambers**

## City Council

## I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

## II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

**II.1** 20-510 Approve the Agenda for the Regular Meeting of August 12, 2020, as presented or with amendments.

***Attachments:*** 08-12-2020 Short Agenda ADA.pdf

MINUTES:

**II.2(a)** 20-441 Approve the Minutes for the Regular City Council meeting of June 24, 2020, as written or with amendments.

***Attachments:*** 06-24-2020 Minutes ADA.pdf
EXHIBIT A: Bethel Home Builders Cocoa City Council Presentation 6-29-20' v3.
EXHIBIT B, F, G: E-Comments from J. Blanco.pdf
EXHIBIT C: CC Presentation - Lakeside Palms West.pdf
EXHIBIT D: FLUM - Canaveral Heights.pdf
EXHIBIT E: E-Comment from Harry & Iris Perrette.pdf

**II.2(b)** 20-442 Approve the Minutes for the Regular City Council meeting of July 8, 2020, as written or with amendments.

***Attachments:*** 07-08-2020 Minutes ADA.pdf
EXHIBIT A: Marine Resources Council Presentation.pdf
EXHIBIT B: Petition submitted by R.B. Dennis.pdf
EXHIBIT D: Statement from Council on 7_8_2020.pdf

**II.2(c)** 20-443 Approve the Minutes for the City Manager Recruitment Meetings of July 14, 2020 and July 15, 2020, as written or with amendments.

***Attachments:*** 07-14-2020 Minutes.pdf
07-15-2020 Minutes.pdf

**II.2(d)** 20-444 Approve the Minutes for the ERP Software Workshop of July 15, 2020, as written or with amendments.

***Attachments:*** 07-15-2020 Notes ADA.pdf
EXHIBIT A- ERP Council Presentation.pdf

**II.2(e)** 20-501 Approve the Minutes for the Special City Council Meeting of June 30, 2020, as written or with amendments.

***Attachments:*** 06-30-2020 Minutes ADA.pdf
Exhibit A - E-comments from Jeri Blanco and Nancy Furbish.pdf
Exhibit B - Email from HCVMS.pdf
Exhibit C - E-comments from Elliott Zimmerman and Donna Olavarria.pdf

## III. AWARDS AND PRESENTATIONS:

**III.1** 20-490 Presentation by Bart Gaetjens with FPL. (Mayor Williams)

## IV. DELEGATIONS:

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

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

## V. REPORTS:

## VI. CONSENT AGENDA:

**VI.1** 20-433 Approve Task Order 2020-14 with Carollo Engineering, Inc. (Carollo) for Sellers WRF Biosolids Master Plan, Project No. WS19BS; To Approve a Resolution Amending the FY2020 Budget, BAF#20-090-T. (Utilities Director)

***Attachments:*** TO-CAROLLO 2020-14 $167104 PW-CP.pdf
2020.07.17_TO14_COC Jerry Sellers WRF Biosolids Evaluation Project.pdf
AGREEMENT.pdf
Budget Resolution - T.O. 2020-14 (ADA).docx
BAF 20-090 -UT-4055-Project WS19BS (8-12-20) Agenda 20-0433.pdf

**VI.2** 20-439 Approve a Resolution Amending the FY 2020 Budget (BAF # 20-088), pertaining to payroll adjustments, and other miscellaneous transaction through the use of Water/Sewer Fund, Stormwater Fund, and General Fund Contingency/Reserves and other available accounts. (Finance Director)

***Attachments:*** FY20 July Budget Amendment Tracking Sheet.pdf
BAF 20-088-A -FN-July Amendment Annual Cleanup (8-12-20) Agenda 20-439.
FY20 July Budget Transfer Tracking Sheet.pdf
BAF 20-088-T -FN-July Transfer Annual Cleanup (8-12-20) Agenda 20-439.pdf
Budget Resolution FY 2020.docx

**VI.3** 20-453 Staff is requesting Council approval for the Interim City Manager and City Attorney to execute the First Amendment to the Restated Interlocal Agreement for Creation of the Transportation Planning Organization. (Public Works Director)

***Attachments:*** Cover Letter for 1st Amendment to Interlocal Agreement 01-2020.docx
Draft First Amendment to Restated Interlocal Agreement for Creation of the TPC

**VI.4** 20-461 Approve Change Order #1 to PO 75230 with Flowers Chemical Laboratories, Inc. to Pay Invoices through the End of FY2020. (Utilities Director)

***Attachments:*** Flowers Chemical labs PO # 75230.pdf
Breakdown of amount needed.pdf
1st Amend to Purch Agmt and Bid Form.pdf

**VI.5** 20-499 Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-096-A for Community Development Block Grant Coronavirus (CDBG-CV) funds in the amount of $103,352. (Community Services Director)

***Attachments:*** Budget Resolution FY 2020.docx
City Clerk's Journal 5-13-20.pdf
BAF 20-096-A-CD-CARES CV (8-5-20) Agenda 20-499.pdf

## VII. PUBLIC HEARINGS:

**VII.1** 20-452 City Council consideration and public comment on the allocation of the 2020 Edward Byrne Memorial Justice Assistance Grant in the amount of $16,617. (Chief of Police)

***Attachments:*** FY 21 JAG Grant - Internal Application.pdf
JAG Legal Ad Conf..pdf

**VII.2** 20-491 APPROVAL OF A TREE REMOVAL for an oak tree in the right of-way adjacent to 3009 Dunhill Dr. with a replacement tree to be planted. (Community Services Director)

***Attachments:*** 3009 Dunhill Dr photos.pdf
Legal Ad Proof -PZ 8-5-20.pdf

**VII.3** 20-492 APPROVAL OF A TREE REMOVAL for an oak tree in the right of-way adjacent to 2009 Ivy Dr. with a replacement tree to be planted. (Community Services Director)

***Attachments:*** 2009 Ivy Dr photos.pdf
Legal Ad Proof -PZ 8-5-20.pdf

**VII.4** 20-493 APPROVAL OF A TREE REMOVAL for an oak tree in the right of-way adjacent to 2226 Dartmouth Drive with a replacement tree to be planted. (Community Services Director)

***Attachments:*** 2226 Dartmouth.pdf
Legal Ad Proof -PZ 8-5-20.pdf

**VII.5** 20-494 Pass on First Reading: Ordinance 10-2020, amending Appendix A. Zoning, Article XIII of the City Code, to authorize the operation of mobile vending units and providing locations and regulations for the use. (Community Services Director)

***Attachments:*** Exhibit A - Ord. 10-2020 - Mobile Vending 7-29-20.pdf
Mobile Vending Map - Village Area 7-27-20.pdf
Mobile Vending Map - Village Area with zone colors 7-30-20.pdf
Mobile Vending Map - with zone colors 7-30-20.pdf
Mobile Vending Map 7-27-20.pdf
Legal Ad Proof -PZ 8-5-20.pdf

**VII.6** 20-495 Pass on First Reading: Ordinance No. 09-2020, amending Chapter 3, Section 3-22.5, of the City Code, regarding temporary signs. (Community Services Director)

***Attachments:*** Ordinance 09-2020 Temporary On-Premise Signs.pdf
Legal Ad Proof -PZ 8-5-20.pdf

**VII.7** 20-496 Pass on First Reading: Ordinance No. 12-2020, amending Appendix A. Zoning, Article XIII, Section 22, Landscaping Requirements, of the city code; amending land clearing and tree protection and replacement standards; and creating an arbor mitigation fund. (Community Services Director)

***Attachments:*** Exhibit A - Ord. 12-2020 - Landscaping and Tree Protection 7-30-20.pdf
Exhibit B - Florida Friendly Landscape Guide.pdf
Legal Ad Proof -PZ 8-5-20.pdf

**VII.8** 20-497 Pass on First Reading: Ordinance No. 11-2020, amending Appendix A, Zoning, Article XI, Section 17 of the City Code relating to the Planned Unit Development district regulations. (Community Services Director)

***Attachments:*** Exhibit A - Ord. 11-2020 - PUD Amendment.pdf
Legal Ad Proof -PZ 8-5-20.pdf

## VIII. COUNCIL BUSINESS:

**VIII.1** 20-445 Consider the Appointment of current Code Board Alternates Kimberly Curtis or Vinnie Richardson as a Regular Member of the Code Enforcement Board. (Administrative Services Director)

***Attachments:*** Scott Hannon Board Member Resignation.pdf
Code Enforcement Board Roster.pdf
Curtis Board application.pdf
Richardson Board application.pdf

**VIII.2** 20-451 Consider the Appointment of Ms. Jennifer Roberts as a member to the Sustainability Advisory Committee. (Administrative Services Director).

***Attachments:*** Board Application - Jennifer Roberts.pdf
07_31_2020 Consideration Letter-Roberts.pdf
Sustainability Advisory Committee Roster.pdf

**VIII.3** 20-481 Consider Kathy Hamilton-Brown as the Mayor's appointment to the Police Community Relations Advisory Committee. (Administrative Services Director)

***Attachments:*** 07_2020 Application.pdf
07_31_2020 Consideration Letter-Brown.pdf
PAC Roster.pdf

**VIII.4** 20-484 Approve a Resolution supporting Medicaid Expansion in the State of Florida. (Mayor Williams)

***Attachments:*** Medicaid Expansion Resolution.docx

## IX. CITY BUSINESS:

**IX.1** 20-436 Approve a Resolution amending the FY20 budget, Budget Adjustment Form #20-089-T and approve a consulting proposal with Info-Tech Research Group, Inc. (Info-Tech) to define Enterprise Resource Planning (ERP) Solution Requirements, assist staff in the development and manage a Request for Proposals (RFP) process, assist while RFP is in the field, propose and develop response evaluation, prepare demonstration scripts, and develop demo evaluation and scorecards utilizing the terms of the Commonwealth of Virginia's Information Technology Services Contract VA-180315-ITRG. (Chief Technology Officer)

***Attachments:***
- City of Cocoa_ERP Selection SOW_ITRG signed_07272020.pdf
- VA-180315-ITRG.pdf
- VITA Permission to use Contract VA-180315-ITRG.pdf
- Budget Resolution FY 2020 20-436.docx
- BAF 20-089-T-CM-Tech ERP RFP Project (8-12-20) Agenda 20-436.pdf

**IX.2** 20-475 Approve Agreement #107-2020 Coronavirus Relief Funds (CRF) between Florida Housing Finance Corporation (Florida Housing) and the City of Cocoa to expend $58,219 in CRF for FY 2019/2020 in an effort to address the financial needs of Cocoa Citizens having been negatively impacted by the COVID-19 pandemic and are underemployed or unemployed; and authorize the Mayor to sign all subsequent certifications, agreements and related documents. Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-095-A, accepting the Revenue, in the amount of $58,219. (Community Services Director)

***Attachments:***
- CRF 107-2020 Agreement.pdf
- Budget Resolution FY 2020.docx
- BAF 20-095-A -CM-CARES CRF-(8-12-20) Agenda 20-475.pdf

**IX.3** 20-514 Consider adoption of Emergency Ordinance No. 13-2020 requiring Face Coverings in places open to the public. (City Attorney)

***Attachments:***
- 13-2020 EMERGENCY Ordinance Requiring Face Coverings.pdf

MULTI-YEAR CONTRACTS:

**IX.4** 20-447 Authorize one-year extension of contract between the City of Cocoa and Genuine Parts Company (dba NAPA Auto) until July 21, 2021 and authorize a Change Order to Blanket Purchase Order 75714 of $100,000 to complete FY-2020. (Public Works Director)

***Attachments:***
- NAPA 07_24_18 Intergrated Supply Agreement
- Sourcewell #061015 NAPA IBS 6th year extension through 7-21-21.pdf
- NAPA Addendum
- FY-2017 Downtime Summary Report.pdf
- FY-2018 Downtime Summary Report.pdf
- FY-2020 4603 BUDGET SUMMARY.pdf
- COCOA NAPA IBS.pptx
- FY-2017-2018 Cocoa Parts Issued Summary Report.pdf
- FY-2018-2019 NAPA IBS Parts Counter Issued Summary Report.pdf

## X. INFORMATIONAL AGENDA:

## XI. ADJOURNMENT

**NOTICE TO THE PUBLIC:**

Due to the COVID-19 Emergency and the closing of City Hall to the public to limit public gatherings in accordance with Federal and State directives, the City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2), specifically one or more members of the City Council may attend and participate by speakerphone. In-person attendance by the public will not be allowed at this meeting due to the COVID-19 Emergency and the closing of City Hall to the public. However, interested persons are encouraged to view and listen to the meeting by accessing the meeting at the following internet addresses:

(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

In addition, interested persons may submit their written comments or questions regarding the meeting prior to and during the meeting through Email, via the following email address: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by calling 321-433-8446. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk at the contact information stated above.

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

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

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

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

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

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

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

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-510 | **Version:** | 1 | **Name:** | |
| **Type:** | Agenda | | | **Status:** | Agenda Ready |
| **File created:** | 8/4/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Approve the Agenda for the Regular Meeting of August 12, 2020, as presented or with amendments. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 08-12-2020 Short Agenda ADA.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: August 4, 2020
Agenda Date: August 12, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular Meeting of August 12, 2020, as presented or with amendments.

## BACKGROUND:

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

## STRATEGIC PLAN CONNECTION:

NA

## BUDGETARY IMPACT:

NA

## PREVIOUS ACTION:

NA

## RECOMMENDED MOTION:

Approve the Agenda for the Regular Meeting of August 12, 2020, as presented or with amendments.

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

# Date: August 12, 2020
# 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 12, 2020 (20-510)

**2. Minutes:** (a) Regular Meeting of June 24, 2020 (20-441)

(b) Regular Meeting of July 8, 2020 (20-442)

(c) City Manager Candidate Meetings of July 14 & 15, 2020 (20-443)

(d) Special Meeting of July 15, 2020. (20-444)

(e) Special Meeting of June 30, 2020 (20-501)

**III. Awards and Presentations:**

1. Presentation by Bart Gaetjens with FPL. (20-490). (Mayor Williams)

**IV. Delegations:**

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

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

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

## V. Reports:

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

## VI. Consent Agenda:

1. Approve Task Order 2020-14 with Carollo Engineering, Inc. (Carollo) for Sellers WRF Biosolids Master Plan, Project No. WS19BS; To Approve a Resolution Amending the FY2020 Budget, BAF#20-090-T. (20-433). (Utilities Director)

2. Approve a Resolution Amending the FY 2020 Budget (BAF # 20-088), pertaining to payroll adjustments, and other miscellaneous transaction through the use of Water/Sewer Fund, Stormwater Fund, and General Fund Contingency/Reserves and other available accounts (20-439). (Finance Director)

3. Staff is requesting Council approval for the Interim City Manager and City Attorney to execute the First Amendment to the Restated Interlocal Agreement for Creation of the Transportation Planning Organization. (20-453). (Public Works Director)

4. Approve Change Order #1 to P.O. 75230 with Flowers Chemical Laboratories, Inc. to Pay Invoices through the End of FY2020. (20-461). (Utilities Director)

5. Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-096-A for Community Development Block Grant Coronavirus (CDBG-CV) funds in the amount of $103,352. (20-499). (Community Services Director)

## VII. Public Hearings:

1. City Council consideration and public comment on the allocation of the 2020 Edward Byrne Memorial Justice Assistance Grant in the amount of $16,617. (20-452). (Chief of Police)

2. APPROVAL OF A TREE REMOVAL for an oak tree in the right of-way adjacent to 3009 Dunhill Dr. with a replacement tree to be planted. (20-491). (Community Services Director)

3. APPROVAL OF A TREE REMOVAL for an oak tree in the right of-way adjacent to 2009 Ivy Dr. with a replacement tree to be planted. (20-492). (Community Services Director)

4. APPROVAL OF A TREE REMOVAL for an oak tree in the right of-way adjacent to 2226 Dartmouth Dr. with a replacement tree to be planted. (20-493). (Community Services)

5. Pass on First Reading: Ordinance 10-2020, amending Appendix A. Zoning, Article XIII of the City Code, to authorize the operation of mobile vending units and providing locations and regulations for the use. (20-494). (Community Services Director)

6. Pass on First Reading: Ordinance No. 09-2020, amending Chapter 3, Section 3-22.5, of the City Code, regarding temporary signs. (20-495). (Community Services Director)

7. Pass on First Reading: Ordinance No. 12-2020, amending Appendix A. Zoning, Article XIII, Section 22, Landscaping Requirements, of the city code; amending land clearing and tree protection and replacement standards; and creating an arbor mitigation fund. (20-496). (Community Services Director)

8. Pass on First Reading: Ordinance No. 11-2020, amending Appendix A, Zoning, Article XI, Section 17 of the City Code relating to the Planned Unit Development district regulations. (20-497). (Community Services Director)

**VIII. Council Business:**

1. Consider the Appointment of current Code Board Alternates Kimberly Curtis or Vinnie Richardson as a Regular Member of the Code Enforcement Board. (Administrative Services Director). (20-445)

2. Consider the Appointment of Ms. Jennifer Roberts as a member to the Sustainability Advisory Committee. (20-451). (Administrative Services Director)

3. Consider Kathy Hamilton-Brown as the Mayor's appointment to the Police Community Relations Advisory Committee. (20-481). (Administrative Services Director)

4. Approve a Resolution supporting Medicaid Expansion in the State of Florida. (20-484). (Mayor Williams)

## IX. City Business:

1. Approve a Resolution amending the FY20 budget, Budget Adjustment Form #20-089-T and approve a consulting proposal with Info-Tech Research Group, Inc. (Info-Tech) to define Enterprise Resource Planning (ERP) Solution Requirements, assist staff in the development and manage a Request for Proposals (RFP) process, assist while RFP is in the field, propose and develop response evaluation, prepare demonstration scripts, and develop demo evaluation and scorecards utilizing the terms of the Commonwealth of Virginia's Information Technology Services Contract VA-180315-ITRG. (20-436). (Chief Technology Officer)

2. Approve Agreement #107-2020 Coronavirus Relief Funds (CRF) between Florida Housing Finance Corporation (Florida Housing) and the City of Cocoa to expend $58,219 in CRF for FY 2019/2020 in an effort to address the financial needs of Cocoa Citizens having been negatively impacted by the COVID-19 pandemic and are underemployed or unemployed; and authorize the Mayor to sign all subsequent certifications, agreements and related documents. Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-095-A, accepting the Revenue, in the amount of $58,219. (20-475). (Community Services Director)

3. Consider adoption of Emergency Ordinance No. 13-2020 requiring Face Coverings in places open to the public. (20-514). (City Attorney)

**Multi-Year Contracts:**

4. Authorize one-year extension of contract between the City of Cocoa and Genuine Parts Company (dba NAPA Auto) until July 21, 2021 and authorize a Change Order to Blanket Purchase Order 75714 of $100,000 to complete FY-2020. (20-447). (Public Works Director)

## X. Informational Agenda:

**None.**

## XI. Adjournment:

## XII. Notice To The Public:

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

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

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

In addition, interested persons may submit their written comments or questions regarding the meeting prior to and during the meeting through Email, via the following email address: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by calling 321-433-8446. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk at the contact information stated above.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise

inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

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

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

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# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-441 | **Version:** | 1 | **Name:** | |
| **Type:** | Minutes | | | **Status:** | Minutes |
| **File created:** | 7/17/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Approve the Minutes for the Regular City Council meeting of June 24, 2020, as written or with amendments. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 06-24-2020 Minutes ADA.pdf<br>EXHIBIT A: Bethel Home Builders Cocoa City Council Presentation 6-29-20' v3.pdf<br>EXHIBIT B, F, G: E-Comments from J. Blanco.pdf<br>EXHIBIT C: CC Presentation - Lakeside Palms West.pdf<br>EXHIBIT D: FLUM - Canaveral Heights.pdf<br>EXHIBIT E: E-Comment from Harry & Iris Perrette.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2020
Agenda Date: August 12, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular City Council meeting of June 24, 2020, as written or with amendments.

## BACKGROUND:

N/A

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Approve the Minutes for the Regular City Council meeting of June 24, 2020, as written or with amendments.

**MINUTES**
**City of Cocoa**
**Regular Meeting of The City Council**

**June 24, 2020**

A Regular City Council Meeting was held on Wednesday, June 24, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

## I. Opening Matters:

Mayor Williams called the meeting to order at 6:15 p.m.

Pastor Jarvis Wash provided the invocation and Councilmember Koss led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

| | | |
|---|---|---|
| PRESENT: | Jake Williams, Jr. | Mayor |
| | James Goins | Deputy Mayor |
| | Don Boisvert | Councilmember |
| | Lorraine Koss | Councilmember |
| | Brenda Warner | Councilmember |
| | Anthony Garganese | City Attorney |
| | Matt Fuhrer | Interim City Manager |
| | Carie Shealy | City Clerk |

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; LeShawn Hinton, Helpdesk Support Tech; Samantha Senger, Assistant to the City Manager/PR Specialist; Dodie Selig, Planning Manager; Officer Dan Rhoades and K9 Bear and several other police officers.

## II. Approval of Agenda and Minutes:

**1. Agenda:** Regular Meeting of June 24, 2020. (20-344)

**2. Minutes:** (a) Regular meeting of May 13, 2020 (20-351)
(b) Regular meeting of May 27, 2020 (20-352)

Councilmember Koss requested to move Item VII.4 to VII.3, and to move Reports to the end of the meeting. Additionally, it was requested to move Council Business VIII.2 to a time certain of 7:15 p.m.

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve the agenda as amended.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve the Minutes for the Regular meetings of May 13, 2020 and May 27, 2020.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

## III. Awards and Presentations:

1. Presentation by Representative Tyler Sirois to Officer Rhoades and K9 Bear. (20-347). (Rep. Sirois)

Rep. Tyler Sirois thanked Council for having them and was excited about things happening in the City of Cocoa. He thanked Pam Shaia for making this presentation possible. He read the proclamation to Officer Dan Rhoades into the record.

It was pointed out that all three of Cocoa's K9 teams were invited to be on America's Top Dog.

2. Citizens Academy Class 1 Graduation. (20-345). (Assistant to the City Manager/Public Relations Manager)

Ms. Senger advised that the Citizens Academy was derived from the Strategic Planning initiative and became a priority with the current Council. She provided an overview of what the academy participants did and believed that it was a great success. It was a nice opportunity to work with citizens and business owners. All participants were recognized and given a gift bag from the City.

Mr. Paul Kamus, a participant, felt that this was a great program and he hoped that it would continue. The class presented the City with an olive tree named "Love" that is to be planted somewhere in the City that needs "Love". He recognized Tricia at Rockledge Gardens for the tree and Erica at Ellen's Hallmark for the sign.

Councilmember Koss attended many of the sessions and it was all that she expected.

Mayor Williams thanked all for their participation. He mentioned that the City was applying for a grant that would aid in the continuation of this program.

Ms. Senger thanked all of the directors for helping put on a great program and making it engaging for everyone. She also thanked employees for taking pride in everything they do. She pointed out that most of the feedback was how dedicated employees were and that they have never seen that before.

Councilmember Warner has attended the Police Department and County academies and they are really good for citizens as well.

Council thanked Ms. Senger again for the program.

3. Presentation by Bethel Homes, Inc. (Mayor Williams)

Mr. Kevin Dardano introduced himself and Randy Mortenson who is the Chief Revenue Officer with Bethel Homes. Tom Nelson was also in attendance. He provided brief backgrounds on all of them.

He advised that they would like to create a public/private partnership with Cocoa to build affordable homes for families. He provided a presentation[1] on what their company was about.

He spoke about Cocoa's location and pointed out that it is central to Brevard's growth.

Their intent would be to have a facility here and take the home straight from the facility to the site.

Information was provided on the types of materials that are utilized when building these homes and he believes that they would be a good fit for the Michael C. Blake subdivision.

[1] EXHIBIT A: Bethel Home Builders Presentation

Prices for the homes would range from $150,000 to $170,000. Mr. Dardano believes that this would be a positive thing for Cocoa as he has already spoken to various clients who are interested in that area.

Mayor Williams stated that Deputy Mayor Goins had asked how many employees live in the City and the answer was around forty-five. One of the main reasons was that there was not housing for them.

Councilmember Warner mentioned that some steel frame homes were built on Pluckebaum a few years ago and asked who that builder was. It was pointed out that it was NextGen. She agreed that steel framing was very interesting and asked if it was recycled steel. Mr. Dardano confirmed that it was.

In closing, Mr. Dardano advised that they could build apartments, multi-family units, or just about anything. Costs are drastically less than traditional homes.

## IV. Delegations:

Aleck Greenwood, 640 Brevard Avenue, Cocoa, pointed out that the City cannot afford a new civic center. He felt that the existing building could be enhanced. It was quoted at around $7 million for less square footage, when what we have could be upgraded. He further talked about a parking garage and the possible use of Rosa L. Jones Drive. The property is already owned by the City and it could be paved with a parking garage when the money is available in the future.

Rev. JB Dennis, 3710 Catalina Drive, Cocoa, spoke about modifying the Police Community Relations Advisory Committee. He also spoke of an incident where a Cocoa police officer took a picture of him sitting in his car at a store. It was car #29. He felt there were better things they could be doing with their time.

## ~~V. Reports:~~

## VI. Consent Agenda:

1. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Neptune Water Meters and Related Hardware from Sunstate Meter & Supply, Inc. and Approve Purchase of $300,000 of Neptune Meters for the Remainder of FY20. (20-255). (Utilities Director)

2. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Top End Rebuild for Generator Set #1

From Ring Power Corporation, Palm Bay, Florida, for the Dyal Water Treatment Plant. (20-296). (Utilities Director)

3. Authorize the Interim City Manager to Execute the FEMA Hazard Mitigation Grant Contract between the City of Cocoa and the Florida Division of Emergency Management (FDEM) for Replacement of Lift Station #1, Project # 4337-232-R, Contract # H0477 as Modified by the City Attorney; Approve a Budget Resolution Amending the FY20 Budget, Accepting the Grant Revenue and 25% City Match, from Fund Balance Reserves, BAF#20-078-A. (20-333). (Utilities Director)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the Consent agenda.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

## VII. Public Hearings:

1. Pass on First Reading Ordinance No. 06-2020: Amending permitted locations for self-service storage facilities and amending the definition thereof. (20-337). (Community Services Director)

Attorney Garganese read Ordinance No. 06-2020 into the record, by title only, as follows. He advised that this was first reading of the ordinance.

**ORDINANCE NO. 06-2020**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE TO AMEND PERMITTED LOCATIONS FOR SELF-SERVICE STORAGE FACILITIES AND FURTHER AMENDING REGULATIONS RELATED TO THIS USE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.**

Mayor Williams noted the Planning & Zoning Board passed this item and there were additional things added.

Ms. Selig advised that in this ordinance they are clarifying the definition of a self-storage facility, clearing up inconsistences, and adding a use as wholesale with

the principal use. M2 and CBD were being removed from this and they were also clarifying parking and standardizing that.

She advised that discussion was held at the Planning & Zoning meeting and the board heard from the applicant who had a request to add commercial vehicles in some fashion. Ms. Selig pointed out that the way this was drafted was that the storage facility was a place to store personal belongings. Some units are big enough to store cars, jet skis, etc, and outdoor storage was specifically left out for cars and trucks because it could lead to potential issues.

The Planning & Zoning Board's motion was to approve the item but to allow some sort of language to allow commercial vehicles to be included. She advised that if Council wishes to do this as well staff would like their feedback. They would then look at it from a staff level and see how it would fit. The current definition in the City's Code is quite extensive.

Mayor Williams thought that this was something that could be looked at down the road as well, as there are no accommodations for vehicles. They could possibly look into where some of these facilities could be at, and possibly look into fencing or shielding the property so it does not show from the road.

Deputy Mayor Goins does not have a problem with this but does not want to be a city that does not allow vehicles to park as they may end up going to other cities.

Mayor Williams opened the hearing to the public.

Mark Barnebey, representing Storage Cap in Cocoa, spoke and noted that they are in the process of redeveloping the corner of Peachtree Street. They own over thirty self-storage facilities and currently own the property at Wilson and Peachtree Street. They clearly support the ordinance but noted some points they would like Council to consider.

He explained his reasonings behind these requested changes and mentioned that the second change was the parking requirements. They are requesting that be changed to one parking space for each 100 units instead of 50.

Mayor Williams asked Ms. Selig's take on one parking space for one hundred. In response, Ms. Selig believed that one per fifty was more than adequate. She has looked at several other facilities in the area and at existing ones in the City and did some calculations. Going one to fifty will not cause any issues.

City Attorney Garganese clarified the applicants recommended changed. Mr. Barnaby clarified that they were only requesting the change for the CW. City Attorney Garganese noted it would be limited to the CW.

Ms. Selig appreciated him providing them with definitions but it was simpler to allow passenger trucks to be parked outside only in the CW. She would shy away from creating another definition.

* **MOTION by Councilmember Boisvert to approve staff's recommendation.**

**MOTION was Seconded by Councilmember Warner, for discussion.**

Mayor Williams asked if the motion was to allow vehicles in the CW.

Councilmember Warner asked for clarification of Ms. Selig's recommendation, which are the changes outlined in the ordinance, outlining the parking standard, and standardizing languages in CR and CD and adding a use as a principal use in the CW with the same set of conditions.

Attorney Garganese advised that the distinction of what the applicant noted and staff presented was that the speaker wants to limit a proposed change in the CW and the condition is that cards and trucks should not be allowed, however, the speaker is proposing an exception of light duty trucks and vehicles. The other clarification was that staff is proposing one parking space for each fifty units and the speaker is proposing one per one hundred. The speaker is only requesting these for the CW.

**Mayor Williams called the question. The Vote on the Motion was:**

**AYES: Boisvert, Koss, Warner**

**NAYS: Williams, Goins**

**THE MOTION CARRIED (3-2)**

2. Pass on First Reading Ordinance 05-2020: Providing for the location of pharmacies and medical marijuana treatment center dispensing facilities. (20-338). (Community Services Director)

Attorney Garganese read Ordinance No. 05-2020 into the record by title only as follows. He advised this was the first reading of the ordinance.

**ORDINANCE NO. 05-2020**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE; PROVIDING FOR THE LOCATION OF PHARMACIES AND MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES IN THE CITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.**

Ms. Selig presented the item and noted in 2016 Florida voters approved the medical marijuana initiative. She provided a brief history on the background of this ordinance.

She pointed out the districts in which the dispensaries would be allowed and which ones that they would be removed from.

Mayor Williams opened the hearing the public.

Ms. Senger read an E-Comment from Jeri Blanco[2] into the record.

Mayor Williams knows that these facilities fall under pharmacies which are already there.

Councilmember Warner also pointed out that this includes the medical marijuana treatment dispensary and most pharmacists will not be doing that. She mentioned that it is just like going into a doctors' office and they are not what she thinks that the public believes they are. She does not feel that 500 feet from schools is far enough but other than that she has no issues. She understands how someone would have reservations about it.

Ms. Selig noted they could certainly expand the distance.

There being no further response, Mayor Williams closed the hearing to the public.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Koss, to approve Ordinance No. 05-2020 on First Reading.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

[2] EXHIBIT B: E-Comment from J. Blanco

3. Approval of a PRELIMINARY SUBDIVISION consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a single-family subdivision project containing 87 residential lots. (20-340). (Community Services Director)

Ms. Selig provided a presentation[3] on the proposed subdivision. She provided the Preliminary Subdivision Plat and a project summary, along with a detailed project history.

She spoke about the consistency with the Comprehensive Plan and mentioned that on May 11, 2020, the applicant submitted a letter containing some information regarding the economic feasibility of providing compensatory storage for the subdivision. Staff provided comments and on June 2, 2020, the applicant submitted a second letter regarding compensatory storage with some additional information. She spoke about compensatory storage in further detail and mentioned requirements that still had to be met.

Mr. Smith provided a background on flood plains and reviewed the flood map. He discussed comp plan requirements as well as costs associated with design aspects.

Councilmember Koss clarified that this was the property where they had removed trees.

Mr. Smith noted the homes on site were being lifted and he assured Council that they would be out of the water.

He pointed out that the typical FEMA requirement was to be at the base elevation.

Ms. Selig advised that the Planning & Zoning Board recommended approval with one condition of the Preliminary Subdivision application at its meeting on June 16, 2020.

The Planning & Zoning Board approved the Large-Scale Site Plan application at its meeting on June 16, 2020 with the following condition:

1. The Large-Scale Site Plan shall not be effective until and unless the Preliminary Subdivision has been approved by City Council.

Staff's Recommendation is as follows: Approval of the Preliminary Subdivision with the condition set forth below:

[3] EXHIBIT C: Presentation on the Preliminary Subdivision for Lakeside Palms West

1. Provide a conservation easement for Tract C in accordance with s. 704.06, Florida Statutes

Mayor Williams closed the hearing to the Council and opened it to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve Staff's recommendation as follows: Approval of the Preliminary Subdivision with the condition set forth below: 1) Provide a conservation easement for Tract C in accordance with s. 704.06, Florida Statutes.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

4. Approval of a large-scale Future Land Use MAP (FLUM) AMENDMENT consistent with Florida Statute Chapter 163 for Applicant and City initiated requests to change the Future Land Use Map designation of fifty-nine (59) parcels from Brevard County "Residential 2 Units Per Acre - R2" to City of Cocoa "Low Density Residential - LDR". (20-339). (Community Services Director)

Attorney Garganese read the ordinance into the record, by title only as follows. He noted that this was the first reading of this ordinance. This is a legislative message and it is the property recently annexed by the council and subject to the annexation agreement.

**ORDINANCE NO. 04-2020**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR FIFTY-NINE (59) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 139.23 ACRES, GENERALLY LOCATED AT THE INTERSECTION OF STATE ROAD 524 AND STATE ROAD 520, AND MORE SPECIFICALLY WEST OF ADAMSON ROAD AND NORTH OF STATE ROADS 520 AND 524, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "RESIDENTIAL 2" TO CITY OF COCOA "LOW DENSITY RESIDENTIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE**

**PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.**

Ms. Selig noted that this property was recently annexed and she provided a presentation on the Future Land Use Map Amendment[4]. Ms. Selig provided a detailed project summary and shared a map with a grouping of said parcels.

She shared the consistency with the Comprehensive Plan and showed the future land use map.

Ms. Selig advised that the Planning and Zoning Board recommended denial at the June 16, 2020 meeting.

She further noted that staff's recommendation was to approve the Comprehensive Plan Map Amendment changing the Future Land Use Map designation of the subject property from Brevard County "Residential 2 Units Per Acre" to City of Cocoa "Low Density Residential".

Ms. Selig pointed out that an E-Comment was received after the Planning and Zoning Board meeting on this item which she read into the record from Harry and Iris Perrette[5].

Mayor Williams opened the hearing to the public.

Christine Boothe, P.O. Box 591, Groveland, Florida, owns land off of Adamson Road and noted that people were upset that this was annexed without being notified. She spoke in regards to her brother who is a Vietnam Vet and lives in that area because it was in the woods and he likes that way of life.

Cathie Bonnadio, 6440 Sorrel Drive, Cocoa, felt that passing this ordinance would set a precedence and would cause an inconsistent effect. It would not be consistent with the way of life in that area.

Sara Wagner, 2205 Adamson Road, Cocoa, has four generations of family that live on Adamson Road. She asked what amenities were provided by the City past I-95. In response to her question, the Interim City Manager noted that the City does not provide anything past F. Burton Park but they do have Fire and Police, and the dump belonged to the County not the City.

[4] EXHIBIT D: Future Land Use Map Amendment
[5] EXHIBIT E: E-Comment from Harry and Iris Perrette

Ms. Wagner asked why development agreements are not being looked over before they go into the record and that there was a reason they were trying to do low density instead of very low density.

Jamie Bunnell, 6300 Highway 524, Cocoa, has lived in Cocoa his whole life and does not want a bunch of homes on his property. He lives an active lifestyle and feels these would be encroaching on his property. He just asked that they be spread out a little more.

Holly Bunnell, 6300 Highway 524, Cocoa, advised that she had to rezone her property and pay $500-$600 in order to build on one acre. She would love to see two houses per acre for the same reasons her husband stated. There are a lot of wetlands in the area.

Ms. Senger read an E-Comment from Jeri Blanco into the record[6].

William Harris, 6450 Sorrel Drive, Cocoa, grew up on this road and lives across the street from his parents. He felt that there were a lot of things not being taken into consideration and that Council was not considering the needs of its future residents.

Kim Rezanka, Law Firm of Cantwell and Goldman, 96 Willard Street, Cocoa, was representing the applicants. She advised that this has been a long process which has been in the works for well over two years. These agreements are in the public records of Brevard County and nothing has been said before about this. This issue has been brought before Council before as well and the public had a chance to weigh in. The Future Land Use designation was recommended by the former City Manager. They have relied upon low density residential with all of this, as the low and very low density have the same criteria.

Ms. Rezanka noted that this was not inconsistent with Florida Statutes or the City's Plan. This will be a planned unit development. Additionally, it would be generally limited to the western part of the property due to the wetlands. In regards to public comments, there is school capacity and the developer will be bringing in sewer. She reiterated that this was for the future land use and it was a legislative policy decision and it meets the Code.

Mayor Williams closed the hearing to the public and reopened to Council for discussion.

[6] EXHIBIT F: E-Comment from Jeri Blanco

Deputy Mayor Goins asked if they could go to two units per acre. In response, Ms. Selig noted that was not possible at this time, as it is four units per acre.

Councilmember Warner clarified that the actual placement of lots and homes and those that might abut properties would be addressed in the PUD process and what was being approved tonight will not affect that. Ms. Selig responded in the affirmative.

Councilmember Warner further pointed out that those are designs that can be decided in the PUD. Ms. Selig again, responded in the affirmative.

Ms. Selig explained the options that they have in regards to wetlands and the possible outcomes that we could have. She provided the example of Lakeside Palms West. She advised that they could consider very low density but if they want to make a change beyond the recommended one than they apply to both the city parcels and applicant parcels so they are the same. They should all have the same future land use.

Mayor Williams asked what the process would be if they wanted to be consistent with the County. Ms. Selig explained the process and pointed out that it would take several months.

Councilmember Warner thought that there was a previous agreement that had been done for the west Cocoa area. She clarified again that everything being discussed would be addressed in the PUD process.

Further discussion was held on low versus very low density. Additionally, Ms. Selig explained the conflict with this ordinance at the Planning and Zoning Board meeting.

Mayor Williams mentioned that they also mentioned flooding and buffers at the meeting which made some members think twice about the project. All of these issues would be addressed in future phases.

Councilmember Warner re-clarified that it did not matter if they go with low or very low density, in the development agreement there would still be four units. She asked if this would change for those that the agreement did not apply to. In response, Ms. Selig explained that there were different zoning options and that typically the higher the density is usually higher the price.

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve staff's recommendation.**

**AYES: Williams, Goins, Boisvert, Warner**

**NAYS: Koss**

**THE MOTION CARRIED (4-1)**

## VIII. Council Business:

1. Seek Council direction on holding public special events at City facilities in the month of July. (20-342). (Assistant to the City Manager/PR Specialist)

Ms. Senger noted that there have been some scheduled events that have backed out due to Covid-19. The only event that is being held at this time is the Block Party on July 4th.

Councilmember Boisvert asked if there was a plan to hire off duty police officers. It was pointed out that this event has been done in the past and it was previously a road closure, and they did not request security.

Discussion was held on security and that it should be a requirement.

Chief Cantaloupe advised that if it was going to be required than it should be at least two officers. The event is from 12 p.m. until 9 p.m.

* **IT WAS A CONSENSUS TO REQUIRE SECURITY FROM THE HOURS OF 5 PM UNTIL 9 PM.**

2. Staff is requesting City Council to evaluate the feasibility for the rehabilitation and repair of the existing Dr. Joe Lee Smith Park Community Center and provide Staff a recommendation on how the City Council would like to proceed with the existing building. (20-343). (Public Works Director)

This item was moved to a time certain of 7:15 pm.

Mr. Smith advised that a report came back and the existing Joe Lee Smith Center was very outdated. It would result in a lot of costs to do anything to the building. In order to update the building to current code it would cost a little over $1 million. To keep it as is would cost about $47,000 per year to maintain and to change the use would be around $2-$3 million.

Once the new building opens the County will no longer be paying their maintenance fees. They have been looking at the Diamond Square stormwater issue and were in the process of finalizing their feasibility report. That area is a huge problem and pre-studies show that a stormwater pond would provide

significant benefit to the area. He provided a cost breakdown if they chose to go this route.

Additionally, demolition costs would be about $20,000 and the yearly costs of $47,000 does not take into account things that need done.

Deputy Mayor Goins mentioned that Brevard Parks and Recreation has been occupying this building for roughly sixty years and when he sees that it will cost over a million for repairs it tells him two things. One is that Brevard County did not do their part and the second is that the City did not follow up on who they had a contract with.

Additionally, there are several people who are showing interest in the property and he does not want this turning into a retention pond. Deputy Mayor Goins stressed the importance of programs for children. There are a lot of people who can work together to provide these programs. He suggested doing an RFP for the building to see who was willing to join forces with the City. He also felt that the City needed to take its parks back.

Councilmember Warner advised there was a period when the City tried to work with Brevard Parks and Recreation but the issue was always that they did not have money. She believed we are a step ahead of where we were previously and now we have a steering committee for the parks.

She agreed with Deputy Mayor Goins but felt it might be cheaper to demolish the old building and build a new one. She has no problem with doing a RFP and pointed out that they would be losing the YMCA so they need to do something for the kids.

Mayor Williams spoke in regards to the YMCA and noted they have a swimming pool and an exercise room and opted to move their facilities. He was not blaming anyone but coming into office in 2018 there were a lot of things they were facing. He spoke about all of the parks with locked restrooms. This is not what the City was about and he was ashamed. They recently had to tear down playground equipment at Provost Park and condemned it.

He further pointed out food was being served at Lee Wenner Park and it was affecting businesses downtown.

Councilmember Koss asked Mr. Smith why they were stating the building was not historically significant. In response, Mr. Smith advised that the consultants had reviewed the State requirements for that designation and it was not consistent with those.

Mr. Smith provided a list of possible uses for the building per Councilmember Koss's request.

Interim City Manager spoke about the meeting with park maintenance he had and how all of this came about. There have been a series of maintenance agreements to get us where we are today. He discussed in furtherance the history of parks.

He further advised that Council needed to keep in mind that there could be events going on at both centers and there are already issues with parking.

Mayor Williams believed that this should be a public meeting so that they could hear from the residents. It was requested to have the meeting in the old building.

Sheila Mobley, 815 Brevard Avenue, lives in Rockledge, but her heart is in Cocoa. She stated that there are a lot of children from Rockledge that come to Cocoa for youth activities such as PAL. She requested that PAL be given a chance to use that building. There are a lot of memories there and they need a facility for kids to stay busy. She offered to volunteer if needed.

Mayor Williams agreed that there could be other groups that come in as well.

Ms. Senger read an E-Comment[7] into the record by Jeri Blanco.

Mr. Wash, REAL Church, 909 Bristol Drive, the REAL Church, would like to have an opportunity to try to do something with the center. He spoke about possible partnerships, for example with Health First, and have a gym there for the neighborhood to utilize.

Alton Edmund, 630 Brevard Avenue, Cocoa, echoed the sentiments about repurposing the Joe Lee Smith Center. Being someone who has represented and been a part of prosecution teams, one of the biggest issues is that there are very few things for children to do and to be productive in. He further addressed the vacancy on the Police Community Relations Advisory Committee and asked if that would be filled prior to the upcoming meeting.

[7] EXHIBIT G: E-Comment from J. Blanco

It was requested to go out to the community for a meeting to see what the residents want and that it be held next month if possible.

Interim City Manager Fuhrer explained that if a RFP were developed it would be wise to solicit input from the public regarding uses, etc.

Deputy Mayor Goins requested that the City invest in the property to at least get it looking better. He noted Brevard Parks and Recreation told their employees not to do any work on the property.

## IX. City Business:

1. Staff is seeking Council approval to work through the City's Solid Waste Contractor for the scheduled removal and billing of illicit vegetative commercial waste in the rights-of-way. Staff is requesting approval to directly charge the commercial properties through the assigned utility account owner based on the billing received from the Solid Waste Contractor for the removal. (20-346). (Public Works Director)

* **MOTION by Councilmember Koss; Seconded by Councilmember Boisvert, to approve the item.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

2. Ordinance No.07-2020/1st Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Wednesday to Tuesday. (20-353). (City Attorney)

Attorney Garganese read Ordinance No. 07-2020 into the record by title only as follows. He advised that this was first reading of the ordinance.

**ORDINANCE NO. 07-2020**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-51 OF THE CITY CODE TO PROVIDE THAT REGULAR CITY COUNCIL MEETINGS SHALL BE HELD ON EVERY SECOND AND FOURTH TUESDAY OF EACH AND EVERY MONTH; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.**

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to approve Ordinance No. 07-2020 on first reading.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

**Multi-Year Contracts:**

3. Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 11, 2020 and end May 27, 2021. (20-315). (Chief of Police)

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve the item.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

4. Approve the revised multi-year lease agreement with Sissine's Office Systems, Inc. for copiers, replacing four (4) Ricoh MPC307 copiers with four (4) higher capacity Ricoh IM C4500 copiers with finishing units under the terms and conditions of the U.S. Communities Ricoh and Canon contracts and authorize the City Manager to execute the U.S. Communities Product Schedule, U.S. Communities Master Lease Agreement, U.S. Communities Master Lease Agreement Addendum City of Cocoa, Florida, Sissine's Business Solutions Sales Order, and Sissine's Business Solutions Service Level Agreement and authorize the City Manager to add additional equipment to the lease agreement resulting in an increase of no more than $500 per month from the contracted payment. (20-349). (Chief Information Officer)

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve the item.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

**Reports:**

* **None.**

**X. Informational Agenda:**

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 05/31/2020. (20-305). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (20-316). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-317). (Finance Director)

4. FY 2020 Budget Adjustment Report. (20-318). (Finance Director)

5. Space Coast Transportation and Planning Organization Project Updates. (20-332). (Public Works Director)

6. Fire Incident Report Summary for May, 2020. (20-350). (Fire Chief)

7. Informational item related to City Council's request to discuss the addition of an agenda review meeting. (20-358). (Interim City Manager)

**XI. Adjournment:**

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to hear Reports at the Budget Workshop being held tomorrow, June 25, 2020.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to adjourn the Regular meeting of June 24, 2020.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

**The meeting adjourned at 9:32 p.m.**

_____

**Jake Williams, Jr., Mayor**

**ATTEST:**

_____

**Carie Shealy, MMC, City Clerk**

COCOA
FLORIDA

Bethel
Home Builders

*"New homes…made affordable."*



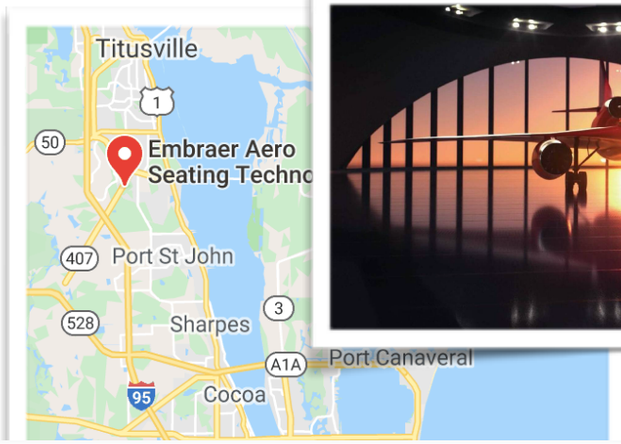

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EXHIBIT A: Bethel Home Builders Presentation

# Uniquely positioned for success

Bethel Home Builders



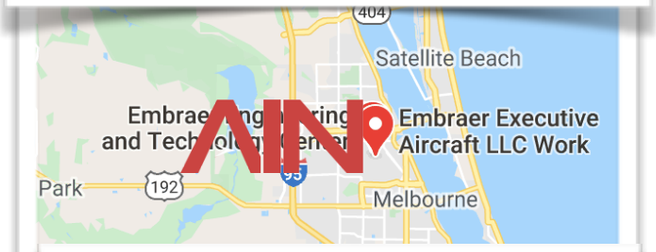









EMBRAER
Executive Jets




COCOA
FLORIDA

















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# Cocoa is rapidly becoming a hub for Central Florida









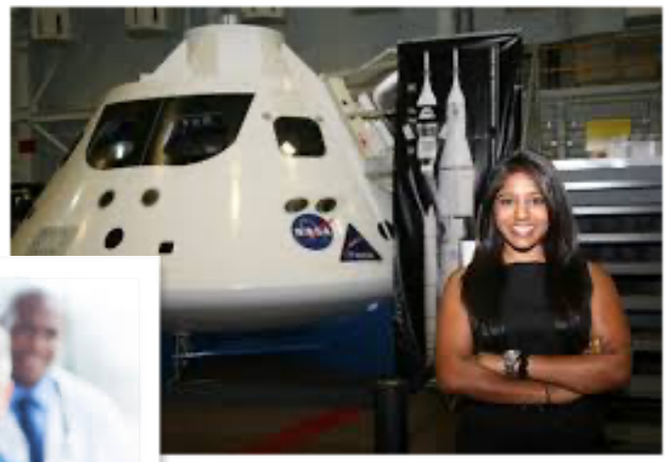



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# Cocoa is Central to Brevard's Growth

Bethel Home Builders























*My people will live in safety, quietly at home.*
*They will be at rest.  Isaiah 32:18 NLT*

# The Bethel Difference





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Proprietary and Confidential

# The Bethel Difference - cont'd

Bethel Home Builders

ResCom-WallBoard
INTERNAL WALL LININGS

ResCom-WallBoard
EXTERNAL WALL LININGS

ResCom-flooring
RESIDENTIAL & COMMERCIAL FLOORING














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# The Bethel Difference - cont'd



Impact Glass Windows & Doors





Energy Efficient Closed Cell Foam Insulation









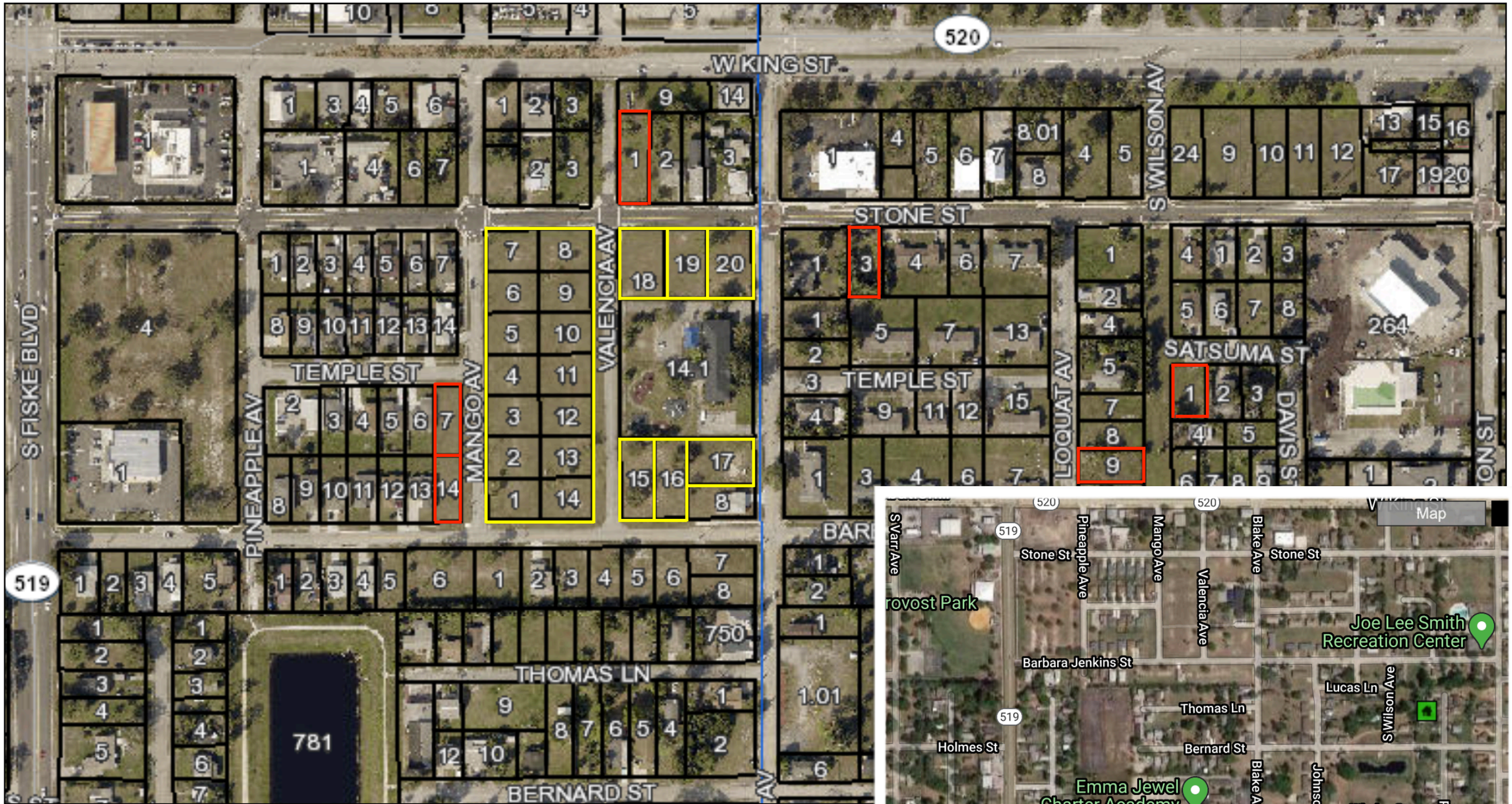
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# Michael C. Blake Subdivision

Bethel Home Builders

**Map of 27 Lots from "Exhibit A" of 57 Lots**
**Inventory of City Owned Properties for Affordable Housing**

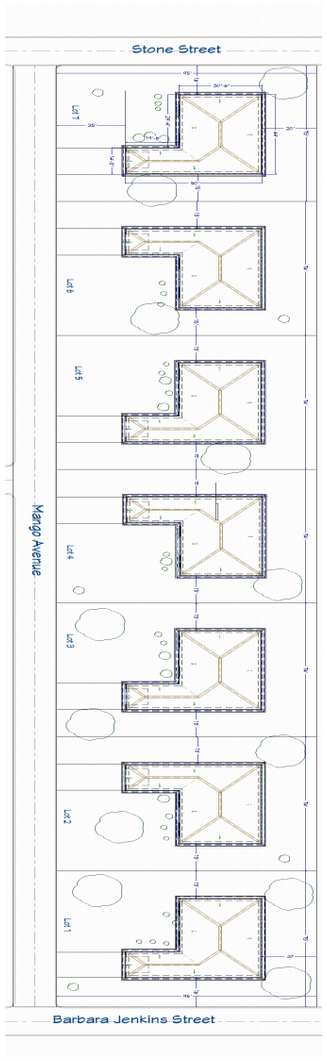



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# Michael C. Blake Subdivision-cont'd

Bethel Home Builders













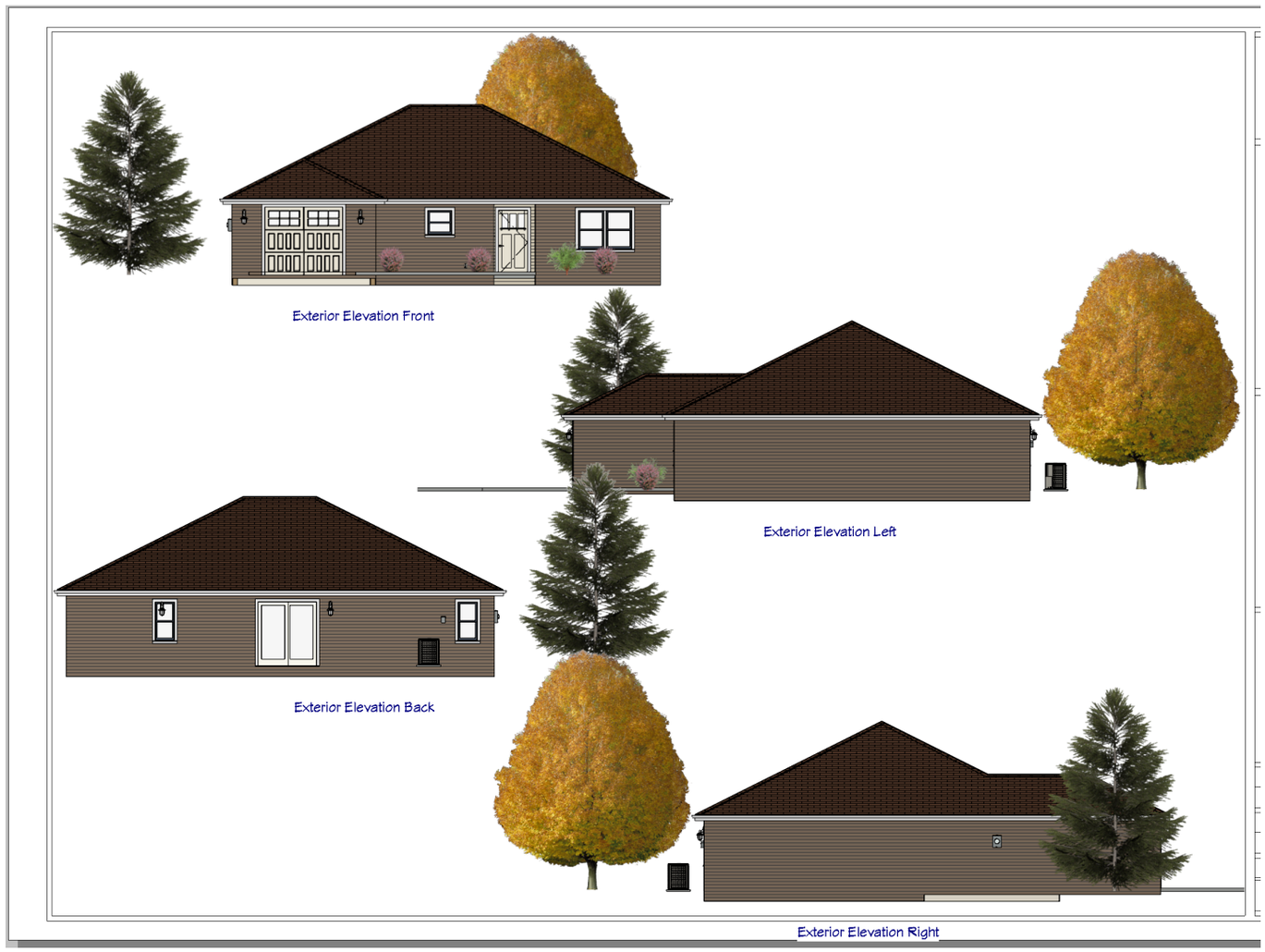


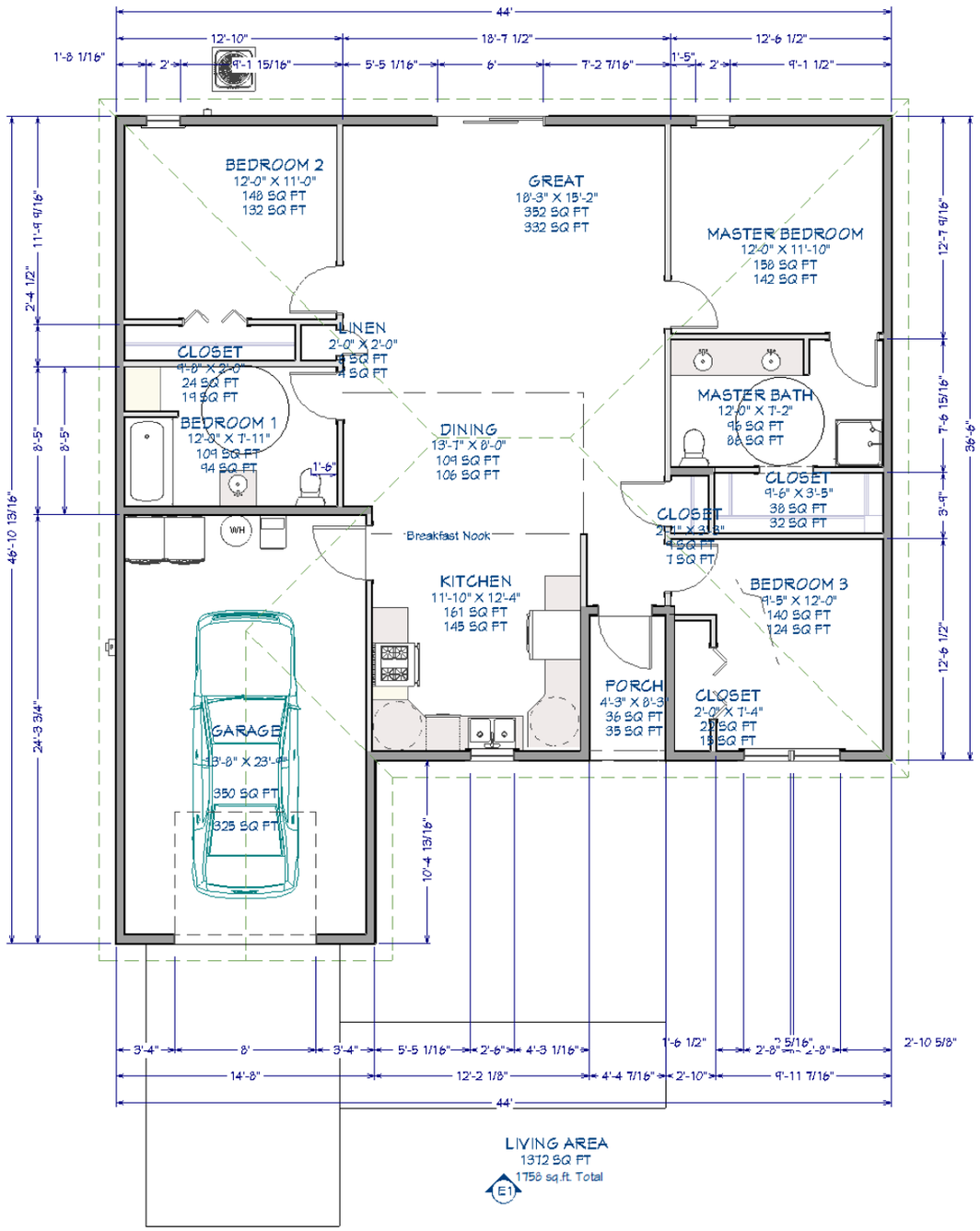


# New Homes Made Affordable

Bethel Home Builders

## Pricing from:
## The $150's to $170's*




*** Home prices are subject to change due to the cost of goods , labor, and supply**

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# Creating Community in Cocoa

Bethel Home Builders

## Build it and they will come…











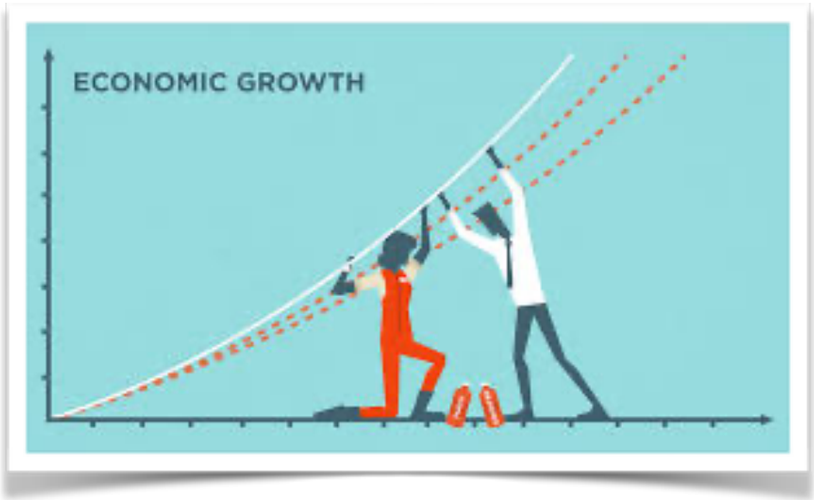


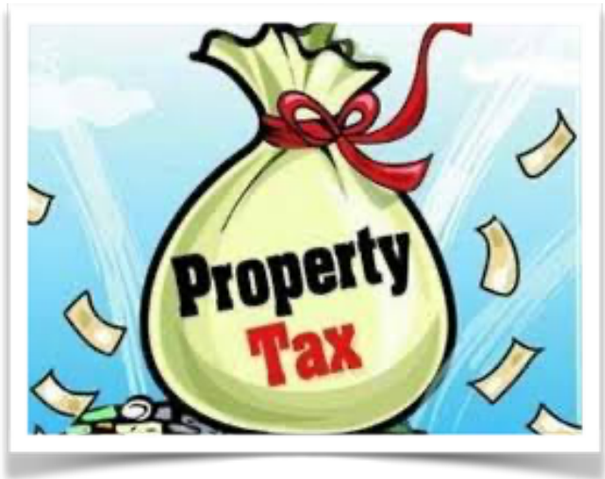
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# Positive Results for Cocoa




*"A home is the foundation of the family, and a building block for strong communities."*

*~Kevin G. Dardano*










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EXHIBITS B, F , & G: E-Comments from Jeri Blanco

Dear City Council Members,

This item addresses the location of the Medical Marijuana Dispensing Facilities located within the city limits of Cocoa. The current state statue that limits the location of the facilities within 500 feet of a school in my opinion is not restrictive enough. As an example, Clearlake Educational Center which is located on Clearlake Road is within walking distance to College Manor. This well established neighborhood consisting of nearly 500 homes could potentially be impacted by this ordinance which would allow a medical marijuana facility to open less than 200 yards from the entrance of the neighborhood. This neighborhood has seen a resurgence of late in the value of it's homes and in it's stability. I urge the council to not make the same mistakes of your predecessors which allowed a liquor store and a bar to open within walking distance to not only the neighborhood but also to at that time Clearlake Middle School. This decision will have impacts on neighborhoods such as College Manor for years to come, not just in the short term but 30-50 years from now. Protect our neighborhoods by further restricting the locations of these facilities. Full disclosure, I was the single vote against this ordinance at the last P&Z meeting held on June 16th 2020.

Thank you for your time,

Jeri Blanco

Agenda Item: eComments for Deleted Agenda Item

Overall Sentiment




**Guest User**
Location:
Submitted At: 12:17pm 06-23-20

Dear City Council,

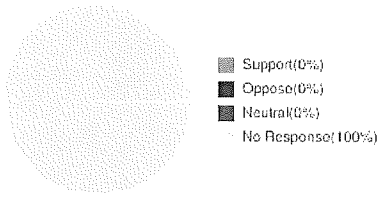
This item addresses the approval of a Future Land Use Map Amendment consisting of 59 parcels from Brevard County "Residential 2 Units Per Acre - R2" to City of Cocoa Low Density Residential- LDR. This item was on the agenda at the last P&Z meeting held on June 16th 2020. There were several residents in attendance at that meeting to voice their opposition to this change. The vote by the P&Z Board was unanimous to not recommend the approval of this change as written. This change if approved by council as written would have a detrimental impact on the value of the surrounding properties and would alter the current lifestyle and dynamics of the area. This is a predominately rural area where residents enjoy the ability to have small livestock such as horses and chickens. To allow a Low Density Residential from the current Residential 2 units per acre would bring the very type of development these owners did not wish to have. As a member of the P&Z Board I ask that you have staff re evaluate this request and bring back a recommendation more appropriate to the area.

Thank you for your time,

Jeri Blanco
Cocoa, FL 32922

Agenda Item: eComments for Deleted Agenda Item

Overall Sentiment




**Guest User**
Location:
Submitted At: 12:30pm 06-23-20

Dear City Council Members,

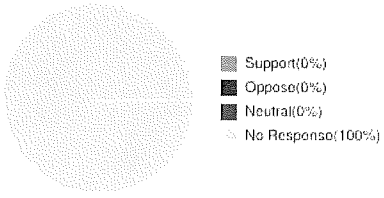
This item is requesting city council bring back to staff recommendations on how the council would like to proceed with the existing structure. As a tax payer of the city I feel the cost to renovate and or rehab this structure is cost prohibitive. The decision to build a new Joe Lee Smith Center was one that was supported by the community and the former council. The new facility which is now ADA compliant, up to code and will serve the surrounding community for many years to come is beautiful. The city has a responsibility to the residents to make financially prudent decisions. To consider anything other than the complete removal of the outdated and non compliant structure would not be in the best interest of it's residents.

Thank you for your time,

Jeri Blanco
Cocoa, FL 32922

Agenda Item: eComments for VII.3 20-339 Approval of a large scale Future Land Use MAP (FLUM) AMENDMENT consistent with Florida Statute Chapter 163 for Applicant and City initiated requests to change the Future Land Use Map designation of fifty-nine (59) parcels from Brevard County "Residential 2 Units Per Acre - R2" to City of Cocoa "Low Density Residential - LDR". (Community Services Director)

Overall Sentiment



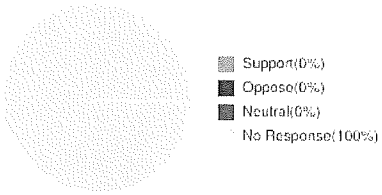

**Guest User**
Location:
Submitted At: 11:15am 06-24-20

Harry A. Perrette III, and Iris A. Perrette , reside at 6250 State Rd. 524, Cocoa, Fl 32926, We oppose the change from "Residential 2 Units per Acre - R2, to City of Cocoa "Low Density Residential - LDR". We request to leave zoning as is, or our preferred change is to 1 Residential Unit per Acre. We currently own and reside at

6250 State Rd. 524, since 1986, and we own 1 Acre lots on each side of our 6250 State Rd. homestead. We also request that wetlands on 59 parcels/property owned by Cape Canaveral Heights Properties, Inc., remain wetlands.

Agenda Item: eComments for VIII.2 20-343 Staff is requesting City Council to evaluate the feasibility for the rehabilitation and repair of the existing Dr. Joe Lee Smith Park Community Center and provide Staff a recommendation on how the City Council would like to proceed with the existing building. (Public Works Director)

Overall Sentiment




**Guest User**
Location:
Submitted At: 7:55pm 06-24-20

Victoria Mitchner - Rockledge, FL
Good Evening Council, I don't agree with demolishing the old Joe Lee Smith building, this building is part of Cocoa's history. Many buildings that were of historical value in the Diamond Square have already been torn down. I believe the old Joe Lee Smith should be repurposed and used to house an organization that can provide social programs for youth in Cocoa and surrounding areas. As a person who works and serves in the Cocoa community this would be of great value. If the city can invest in the Riverfront projects I believe the city should invest in other portions of Cocoa. Thank you for your time.

# Preliminary Subdivision
# Lakeside Palms West

## June 24, 2020

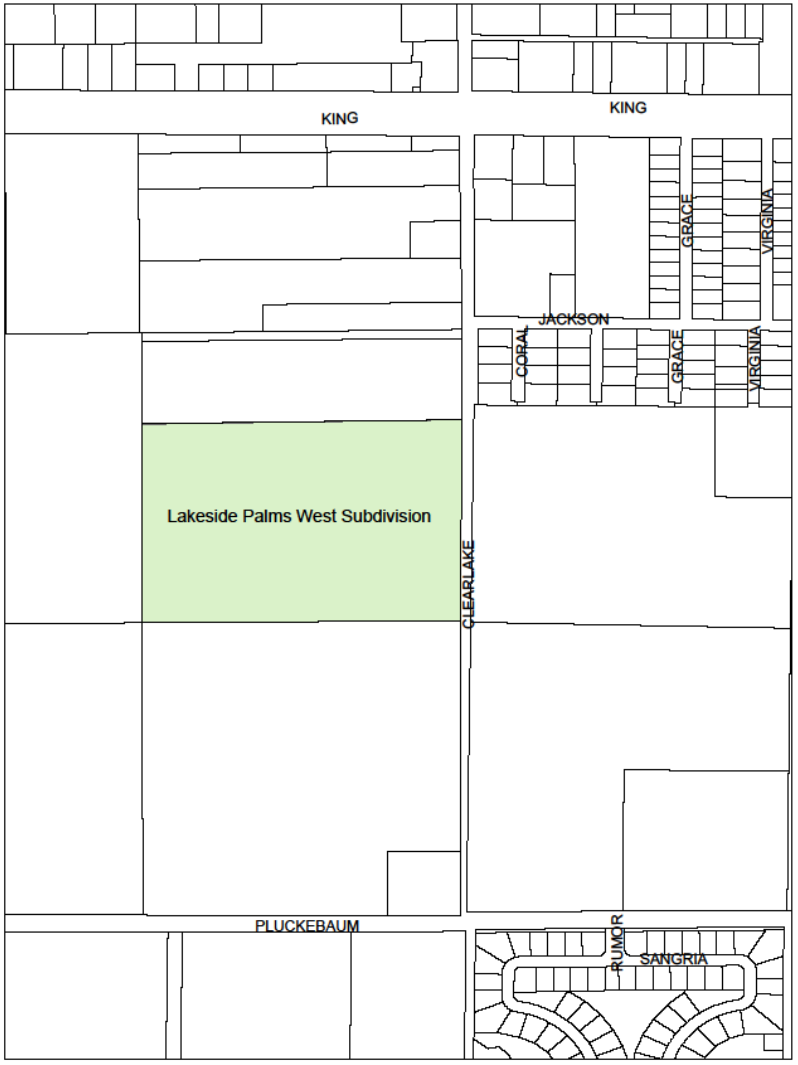
EXHIBIT C: Presentation on the Preliminary Subdivision for Lakeside Palms West

# Project Summary

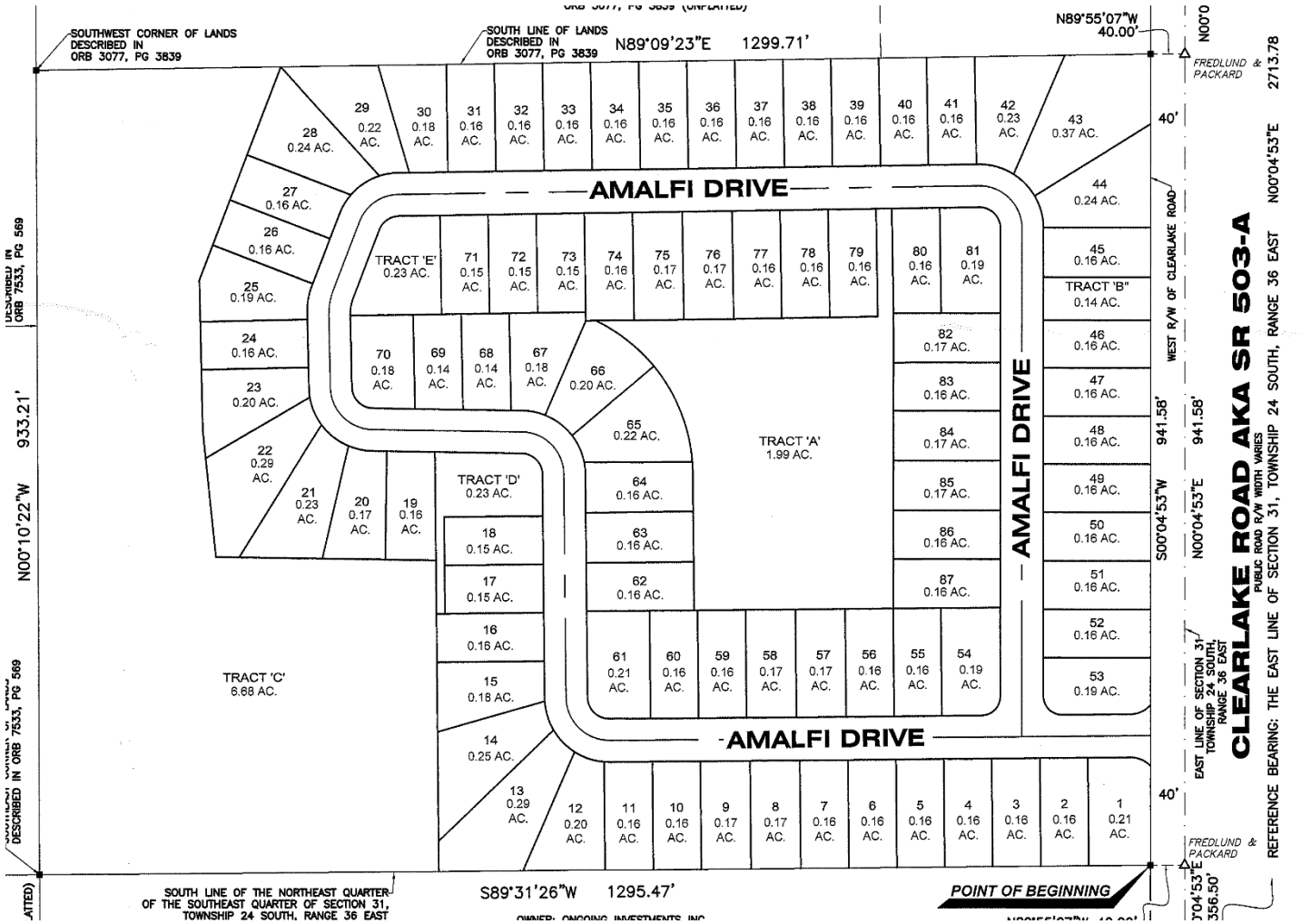
- The Applicant has requested approval of a Preliminary Subdivision for a parcel of land on the west side of Clearlake Road. The property contains 27.62 acres and is currently vacant land.

- The application comprises a single-family subdivision with 87 lots (approximately 5 units per acre). The property is a former orange grove with the western portion of the parcel part of a larger wetland extending over several other adjacent properties.

# Project Location



# Preliminary Subdivision Plat



# Project History

- The Lakeside Palms West subdivision application and large scale site plan were originally submitted to the City on October 5, 2018.

- The original subdivision application proposed 89 lots with no amenities. The Applicant revised their subdivision plan to convert 2 of those lots into common open space areas for community amenities as part of a Development Agreement.

# Project History

- The Preliminary Subdivision / Large Scale Site Plan were heard by the Planning & Zoning Board on Dec. 5, 2018 and recommended for approval with conditions.

- The City Council subsequently approved the Preliminary Subdivision with the same conditions on February 13, 2019. However, the conditional approvals granted on February 13, 2019 have since expired.

# Project History

- After February 13, 2019, no further plans were submitted by the applicant to the Planning & Zoning Division, however revised plans were submitted to the Utilities Department addressing those conditions specific to that department which were itemized in the City Council approval. That revised plan set was approved by the Utilities Department on March 1, 2019.

- In late January 2020, the applicant approached the City with the desire to move forward once again with the project as a new prospective buyer was considering the property.

# Project Summary

- On February 20, 2020, the owner submitted a written request to extend the preliminary plat. However, it had expired and become void on its own terms by that time.

- On March 11, 2020, the City Council approved an extension of the permitting timelines in the Development Agreement for a 12-month period to allow the owner to refile for large scale site plan and preliminary subdivision approval.

- On May 4, 2020, the applicant submitted the same preliminary subdivision plan and plat that were given conditional approval by the City Council in 2019. (Exhibits B and C respectively)

# Project Summary

Staff has reviewed the conditions attached to Council's approval on February 13, 2019 as well as requirements of the City's Comprehensive Plan and zoning code and determined that the following requirements must be addressed:

1. A conservation easement for Tract C shall be provided in accordance with s. 704.06, Florida Statutes.
2. The applicant must provide compensatory storage as required by the City of Cocoa Comprehensive Plan Policy 6.1.3.6 or provide sufficient evidence that such provision is not environmentally sound or economically feasible.

# Project Summary

- The conservation easement was an unmet condition of the 2019 Council approval.

- The City Attorney's Office has provided the applicant with a conservation easement, which will be recorded prior to recording the final plat.

# Project Summary

- The compensatory storage requirement was unfortunately missed during the prior review of the application in 2018.

- At the time the 2018 application was reviewed, the city contracted with a consulting firm to provide stormwater review of the floodplain requirements for this application which they did.

- The consulting firm reviewed the application for consistency with the City's Flood Damage Prevention Code, Sections 6-300 through 6-380. Specifically, the floodplain consulting firm concluded that Section 6-332(2) had been satisfied.

# Project Summary

- However, the consultants were not informed that they needed to address the requirements of the City's Comprehensive Plan, specifically the compensatory storage requirement of Policy 6.1.3.6, and therefore no comments were provided to the applicant related to this requirement at that time.

# Compensatory Storage

## Consistency with the Comprehensive Plan of the City of Cocoa

The Conservation Element of the City's Comprehensive Plan provides the following additional requirement related to placement of fill in the 100-year floodplain:

**Policy 6.1.3.6:** Except as provided in Future Land Use Element Policy 1.1.2.7 (H), flood control for new development will be accomplished through the limitation of fill in the 100-year floodplain when economically feasible. In cases where there is no practical alternative to fill in the 100-year floodplain, compensatory storage shall be provided through excavation of a volume equivalent to the loss of storage within the 100-year floodplain resulting from the placement of fill in adjacent upland areas (above the 100-year floodplain) where such compensatory storage can be accomplished in an environmentally sound and economically feasible manner.

# Project Resbumittal

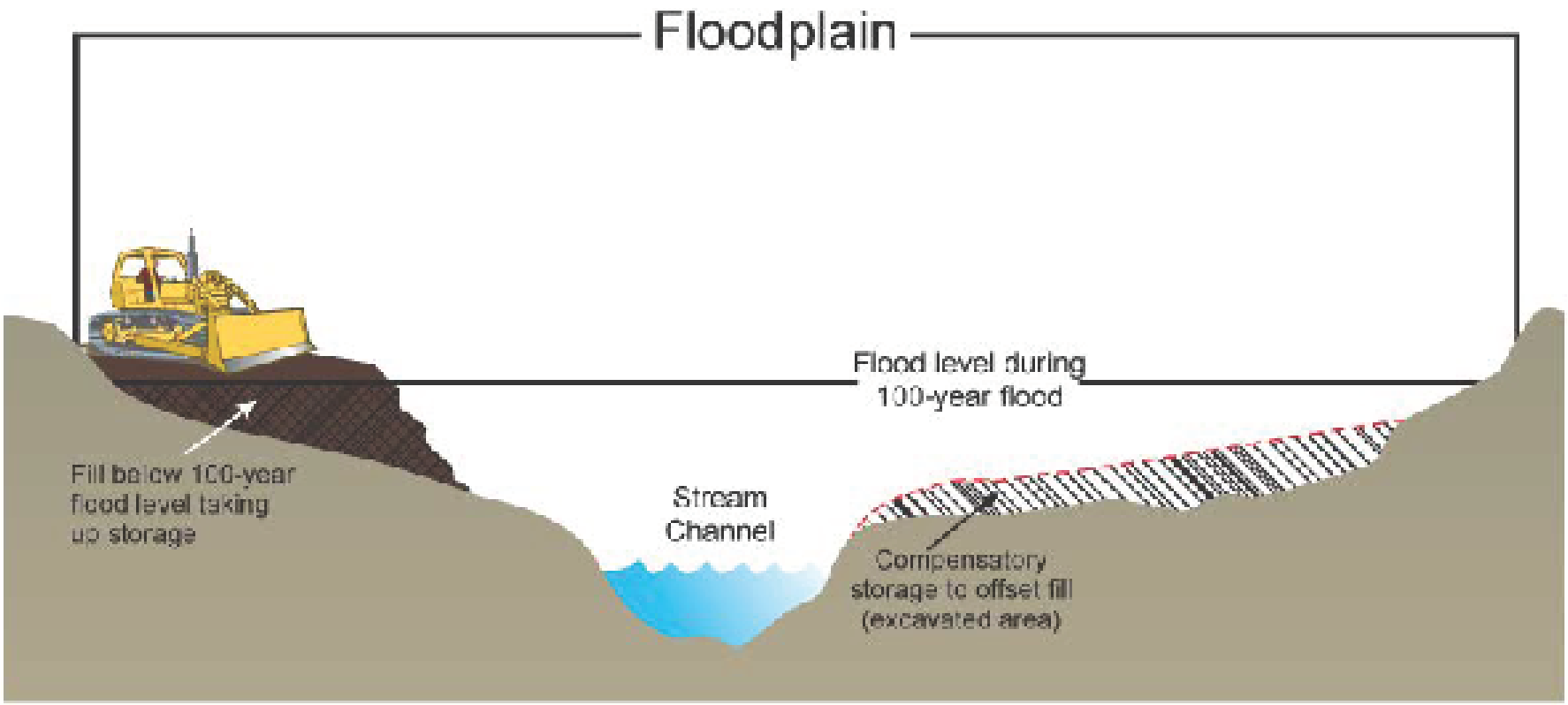
- On May 11, 2020, the applicant submitted a letter containing some information regarding the economic feasibility of providing compensatory storage for the subdivision.

- Staff provided comments and on June 2, 2020, the applicant submitted a second letter regarding compensatory storage with some additional information.

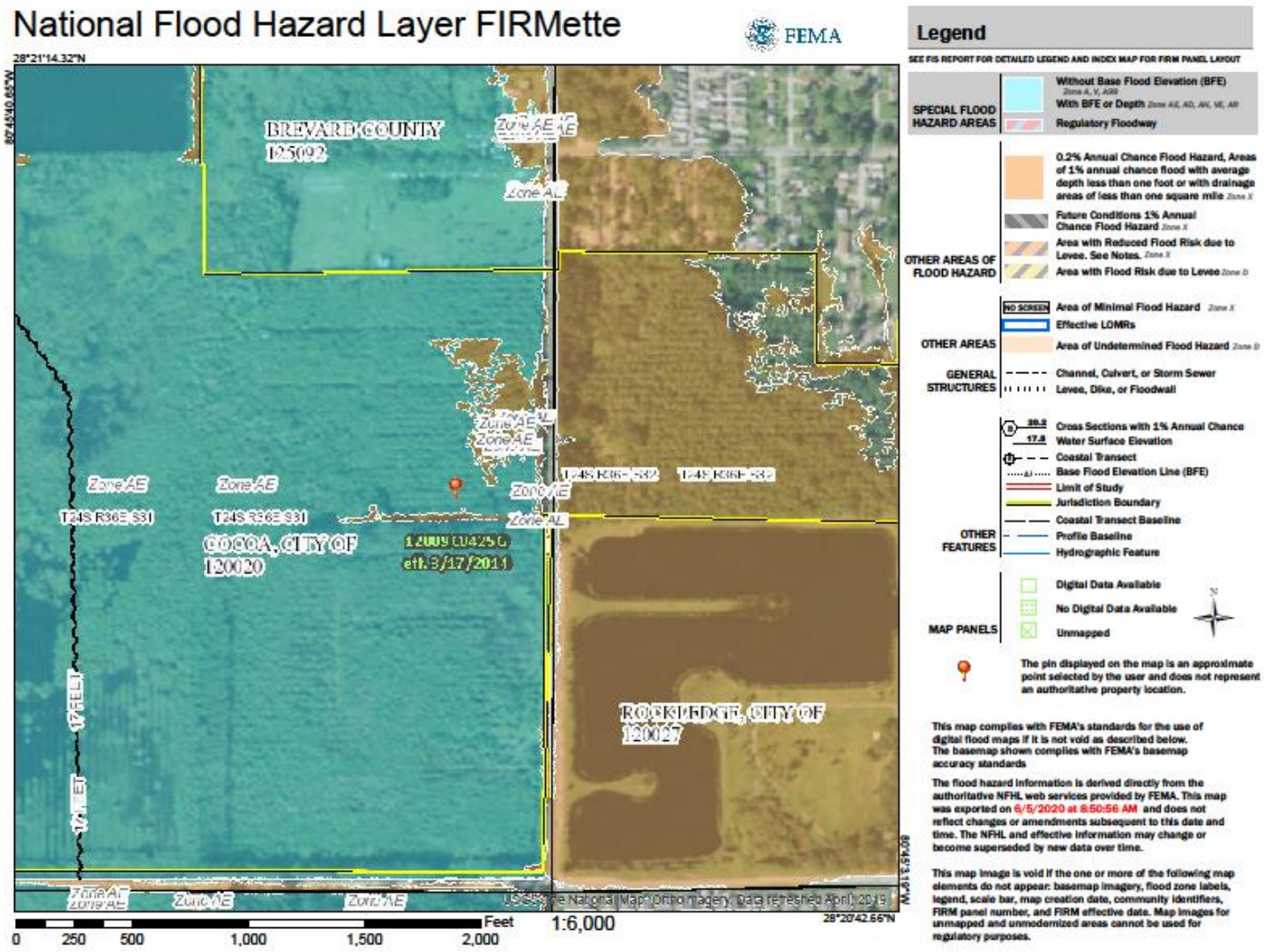
# Compensatory Storage

- The applicant has taken the position that compensatory storage is not required to be provided because such compensatory storage cannot be accomplished in an environmentally sound and economically feasible manner in accordance with Policy 6.1.3.6.
- In order to adequately address the question of feasibility of compensatory storage for the applicant's project, City Staff provide the following analysis:
  - Property Flood Map
  - Brief Floodplain Overview
  - Site Plan Modifications for Compensatory Storage
  - Offsite Compensatory Storage (Brevard County FIRM)

# Flood Plain


Floodplain
Flood level during
100-year flood
Fill below 100-year
flood level taking
up storage
Stream
Channel
Compensatory
storage to offset fill
(excavated area)

# Flood Map

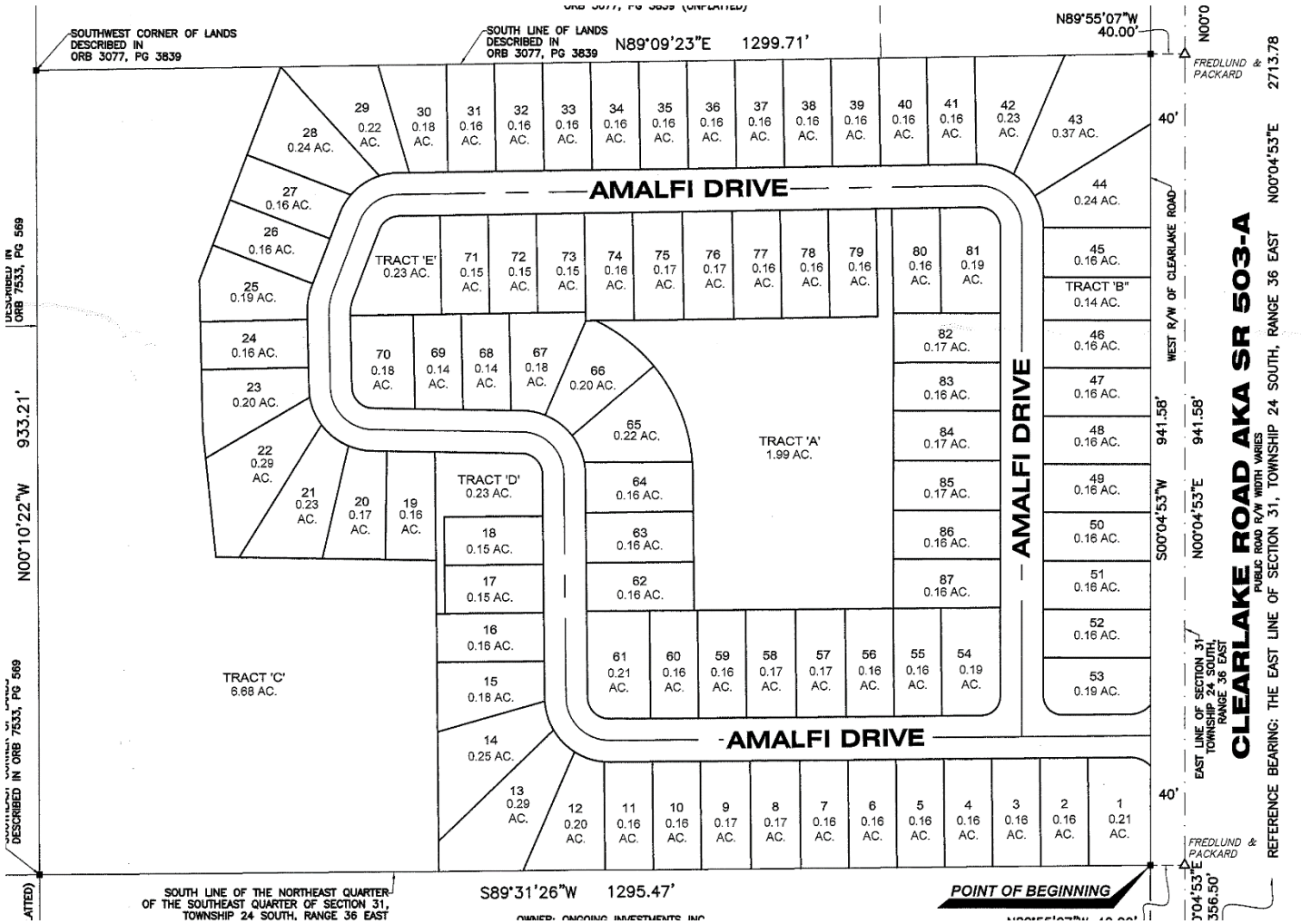



COCOA FLORIDA

# Compensatory Storage

- The only remaining options for compensatory storage on-site would be to use Tract C, as currently shown on the plat, or to expand Tract C and reduce the subdivision by approximately 30 lots with a redesign of the project.

# Preliminary Subdivision Plat



# Compensatory Storage

- Based on the applicant's information, use of Tract C as currently shown on the plat would yield only about 3,233 cubic yards of the 16,028 cubic yards required, at a cost of nearly $1 million. This cost would be associated with mitigation of the wetlands scraped, which would be paid during the initial permitting and entitlement process. Accordingly, use of Tract C as shown on the plat for compensatory storage would result in the following financial consequences to the owner:

$600,000 acquisition cost

+ $250,000 surveying, environmental studies, site engineering, etc., fees to date

+ $1 million mitigation costs for compensatory storage

Total $1,850,000 (not including property taxes paid to date)

# Compensatory Storage

- According to the applicant, a national homebuilder will pay approximately $14,000 to $19,000 for fully entitled lots in this market. With the little compensatory storage that could be provided in Tract C, the entitled lot cost for 87 lots would reach $21,264.26 per lot.

# Compensatory Storage

- Analyzed differently by evaluating the total costs to a homebuilder and using the information provided by the applicant, a homebuilder would pay the following:

$1.2 million ($14,000 per lot x 87 lots)

+ $1 million mitigation costs for compensatory storage

+ $18.4 million construction cost of homes ($212,000 x 87 homes)

Total $20,600,000 for land acquisition, compensatory storage and home construction (not accounting for debt service or other lot finishing and subdivision construction costs)

- The applicant has stated that new homes generally will sell in this area at an average of $250,000, which would mean a total of $21,750,000. This demonstrates a profit may be achieved for a homebuilder overall, but leaves little room for other debt service and subdivision construction costs.

# Compensatory Storage

- If Tract C were expanded and approximately 30 lots were removed from the subdivision as shown in Exhibit O, the following financial impact to the owner would occur:

$600,000 acquisition cost

+ $250,000 surveying, environmental studies, site engineering, etc., fees to date

+ $250,000 estimated surveying, environmental studies, site engineering for required redesign of the project (using costs incurred to date of project as a comparison)

Total $1,100,000

- The applicant has stated a national homebuilder will pay approximately only $14,000 to $19,000 for fully entitled lots in this market. At this price, for 57 lots, the owner would only receive between $798,000 to 1,083,000 for a $1.1 million investment.

# Compensatory Storage

- Use of off-site wetlands, assuming a parcel would be available to purchase with a water table low enough to provide space for excavation, would also involve similar mitigation costs as provided for use of Tract C plus the added expense of property acquisition.

- The financial impact on the applicant is considered in light of the vast size of the St. Johns River floodplain. While the amount of fill proposed by the applicant in the floodplain is not insignificant and cumulative impacts of development in the floodplain may cause floodwaters to rise as more and more development is added to the floodplain, the City's contracted floodplain review firm previously found that the proposed development was not expected to negatively impact the base flood elevation of the 100-year floodplain.

# Compensatory Storage

- In sum, it is staff's opinion that Policy 6.3.1.6 has been satisfied because compensatory storage will not be environmentally or economically feasible for this site. As stated above, there are insufficient upland areas, i.e., areas not within the 100-year floodplain, available either on-site or off-site to provide compensatory storage either because of the extent of the floodplain boundaries or because acquisition would be extremely costly.

- In addition, development of sufficient storage within Tract C also carries an environmental and economic cost that is prohibitive.

# Recommendation

Previous Action:

The Planning & Zoning Board recommended approval with one condition of the Preliminary Subdivision application at its meeting on June 16, 2020.

The Planning & Zoning Board approved the Large-Scale Site Plan application at its meeting on June 16, 2020 with the following condition:

1. The Large-Scale Site Plan shall not be effective until and unless the Preliminary Subdivision has been approved by City Council.

Recommendation:

Approval of the Preliminary Subdivision with the condition set forth below:

1. Provide a conservation easement for Tract C in accordance with s. 704.06, Florida Statutes

# Future Land Use Map Amendment

## June 24, 2020

EXHIBIT D: Future Land Use Map Amendment Presentation

# Project Summary

- The requested action is a Future Land Use Map Amendment to change the existing Brevard County Residential 2 Units per Acre designation to City of Cocoa Low Density Residential designation for 59 parcels.
- On January 8, 2020, Ordinance 24-2019 was approved by the City Council, annexing fifty-nine (59) parcels of real property into the City of Cocoa.
- 43 of the subject parcels, containing 122.58 acres, are owned by three companies represented by the Applicant, Cantwell & Goldman, P.A
- The other 16 parcels, containing 16.65 acres, are individually owned and the City of Cocoa is the applicant.

**Cape Canaveral Heights**
**PZ# 20-00500001**
**Ordinance 04-2020**

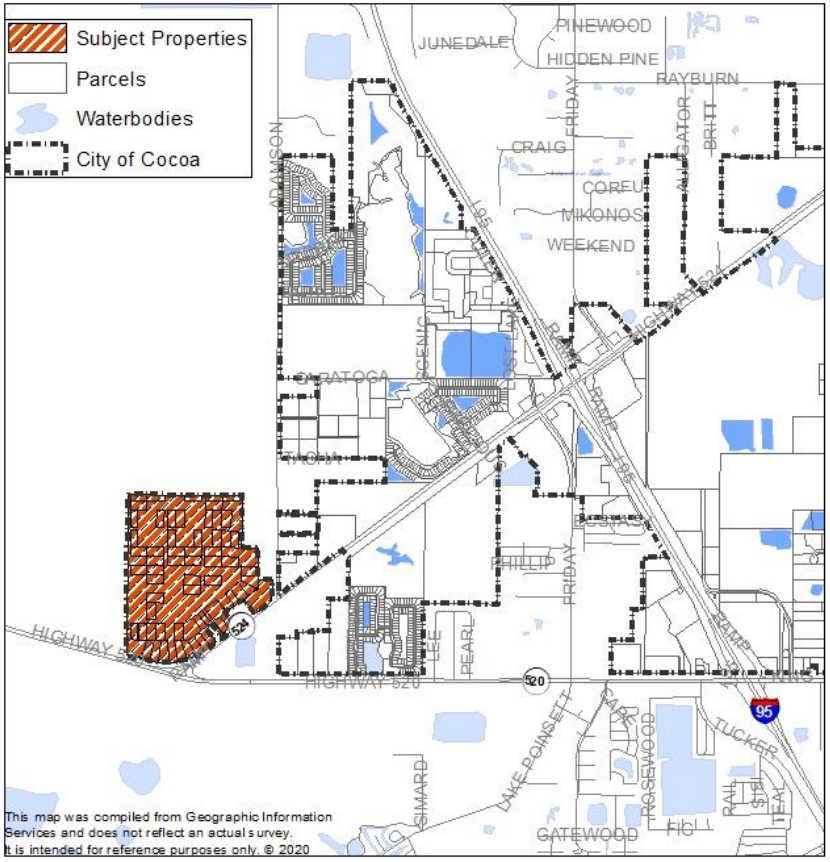


EXHIBIT 1




UTILITIES NOTE:

EXISTING SANITARY SEWER 10" FORCEMAIN LIES WITHIN S.R. 524 RIGHT-OF-WAY

EXISTING SANITARY SEWER 12" FORCEMAIN LIES WITHIN S.R. 520 RIGHT-OF-WAY

EXISTING POTABLE WATER TRANSMISSION MAIN LIES WITHIN S.R. 520 RIGHT-OF-WAY

## PARCELS TO BE ANNEXED - NOT OWNED BY APPLICANT

| Tax Parcel # | Parcel I.D.# | Tax Account # | Owner |
|---|---|---|---|
| 10 | 24-35-28-00-10 | 2408237 | Brown, Clover M; Brown, Tiffany |
| 34 | 24-35-28-00-34 | 2408261 | Penko, Stanley V; Penko, Jeannette M |
| 755 | 24-35-28-00-755 | 2408310 | Green, Tammy L |
| 757 | 24-35-28-00-757 | 2408312 | Green, Milford; Boothe, Christine |
| 758 | 24-35-28-00-758 | 2408314 | Green, Milford L |
| 773 | 24-35-28-00-773 | 2408328 | Ditesh, John J |
| 776 | 24-35-28-00-776 | 2408331 | Nuckols, Edward; Ehreeman, Norman D |
| 777 | 24-35-28-00-777 | 2408332 | Grutzik, Josephine B |
| 787 | 24-35-28-00-787 | 2408342 | Andreu, Luis Edward |
| 788 | 24-35-28-00-788 | 2408343 | Blondo, Joseph |
| 800 | 24-35-28-00-800 | 2408355 | Patel, Atul |
| 801 | 24-35-28-00-801 | 2408356 | Albright, W Douglas |
| 802 | 24-35-28-00-802 | 2408357 | Erlman, James; Malto, Roque; Dooley, Edward |
| 805 | 24-35-28-00-805 | 2408360 | Kountz, Darla M |
| 808 | 24-35-28-00-808 | 2441803 | Joseph, Cela; Joseph, Marietta |
| 809 | 24-35-28-00-809 | 2443046 | Carpinello, Anthony |

## PARCELS OWNED BY APPLICANT

| Tax Parcel # | Parcel I.D.# | Tax Account # | Owner |
|---|---|---|---|
| 1 | 24-35-28-00-1 | 2408228 | Cape Canaveral Heights Properties, Inc. |
| 7 | 24-35-28-00-7 | 2408234 | Jacob Aaron Corp. |
| 17 | 24-35-28-00-17 | 2408244 | Jacob Aaron Corp. |
| 20 | 24-35-28-00-20 | 2408247 | Jacob Aaron Corp. |
| 28 | 24-35-28-00-28 | 2408255 | Jacob Aaron Corp. |
| 45 | 24-35-28-00-45 | 2408277 | Gigi II LLC |
| 46 | 24-35-28-00-46 | 2408273 | Jacob Aaron Corp. |
| 47 | 24-35-28-00-47 | 2408274 | Jacob Aaron Corp. |
| 56 | 24-35-28-00-56 | 2408283 | Jacob Aaron Corp. |
| 57 | 24-35-28-00-57 | 2408284 | Jacob Aaron Corp. |
| 61 | 24-35-28-00-61 | 2408288 | Jacob Aaron Corp. |
| 71 | 24-35-28-00-71 | 2408298 | Jacob Aaron Corp. |
| 752 | 24-35-28-00-752 | 2408307 | Gigi II LLC |
| 754 | 24-35-28-00-754 | 2408309 | Jacob Aaron Corp. |
| 756 | 24-35-28-00-756 | 2408311 | Gigi II LLC |
| 758 | 24-35-28-00-758 | 2408313 | Jacob Aaron Corp. |
| 760 | 24-35-28-00-760 | 2408315 | Jacob Aaron Corp. |
| 761 | 24-35-28-00-761 | 2408316 | Gigi II LLC |
| 763 | 24-35-28-00-763 | 2408318 | Jacob Aaron Corp. |
| 764 | 24-35-28-00-764 | 2408319 | Jacob Aaron Corp. |
| 766 | 24-35-28-00-766 | 2408321 | Jacob Aaron Corp. |
| 770 | 24-35-28-00-770 | 2408325 | Jacob Aaron Corp. |
| 771 | 24-35-28-00-771 | 2408326 | Jacob Aaron Corp. |
| 772 | 24-35-28-00-772 | 2408327 | Jacob Aaron Corp. |
| 774 | 24-35-28-00-774 | 2408329 | Gigi II LLC |
| 778 | 24-35-28-00-778 | 2408333 | Jacob Aaron Corp. |
| 779 | 24-35-28-00-779 | 2408334 | Jacob Aaron Corp. |
| 780 | 24-35-28-00-780 | 2408335 | Jacob Aaron Corp. |
| 781 | 24-35-28-00-781 | 2408336 | Jacob Aaron Corp. |
| 782 | 24-35-28-00-782 | 2408337 | Jacob Aaron Corp. |
| 786 | 24-35-28-00-786 | 2408341 | Jacob Aaron Corp. |
| 789 | 24-35-28-00-789 | 2408344 | Jacob Aaron Corp. |
| 790 | 24-35-28-00-790 | 2408345 | Jacob Aaron Corp. |
| 791 | 24-35-28-00-791 | 2408346 | Jacob Aaron Corp. |
| 792 | 24-35-28-00-792 | 2408347 | Jacob Aaron Corp. |
| 793 | 24-35-28-00-793 | 2408348 | Jacob Aaron Corp. |
| 794 | 24-35-28-00-794 | 2408349 | Jacob Aaron Corp. |
| 795 | 24-35-28-00-795 | 2408321 | Jacob Aaron Corp. |
| 796 | 24-35-28-00-796 | 2408351 | Jacob Aaron Corp. |
| 797 | 24-35-28-00-797 | 2408352 | Jacob Aaron Corp. |
| 798 | 24-35-28-00-798 | 2408353 | Jacob Aaron Corp. |
| 803 | 24-35-28-00-803 | 2408358 | Jacob Aaron Corp. |
| 806 | 24-35-28-00-806 | 2408361 | Jacob Aaron Corp. |

## SITE DATA

| | |
|---|---|
| TOTAL SITE AREA: | 139.23 AC.± |
| TOTAL AREA OWNED BY APPLICANT: | 122.58 AC.± (88.0%) |
| TOTAL AREA NOT OWNED BY APPLICANT: | 16.65 AC.± (12.0%) |

## LEGEND

000 LOT OR TRACT OWNED BY APPLICANT

000 LOT OR TRACT NOT OWNED BY APPLICANT

NOTE:

The purpose of this map is to reflect the limits of proposed annexation to the City of Cocoa for lands owned by the applicant under the following entities;

1.) Cape Canaveral Heights Properties, Inc.
2.) Jacob Aaron Corp.
3.) Gigi II, LLC

Parcel information is shown as per the Brevard County Property Appraiser's website.

## LOCATION MAP




ANNEXATION MAP PREPARED FOR:
Cape Canaveral Heights Properties, Inc.;
Jacob Aaron Corp.; Gigi II, LLC

City of Cocoa, Florida

Bussen-Mayer Engineering Group, Inc.
193 FAIRFIELD AVENUE • MONTEREY, FLORIDA 32940
PH. (321) 433-0510 • FAX (321) 454-6665

| | |
|---|---|
| Sec.: 28 | |
| Twp.: 24 South | |
| Rng.: 35 East | |
| Design by : M/A | |
| Drawn by : L.B. | |
| Checked by : J.W.M. | |
| Date : Feb. 20, 2019 | |
| Scale : 1" = 200' | |
| Proj. No.: 391001 | |
| Sheet No. 1 of 1 | |

| DATE | REVISIONS | BY |
|---|---|---|
| 03/12/19 | PER ATTORNEY REVIEW | AC |

# Project Summary

- The subject parcels are currently under Brevard County Residential 2 designation which permits lower density residential development with a maximum density of up to two (2) dwelling units per acre. This may be increased to 2.5 dwelling units per acre where a planned unit development concept is utilized.

- The proposed City of Cocoa Low Density Residential designation is intended for neighborhoods of single-family detached housing, limited multiple family attached housing and limited clustered single family attached housing.

# Project Summary

- During the annexation process the applicant entered into a Pre-Annexation Development Agreement wherein the primary property owners agreed that any PUD project eventually developed on 122.58 acres of the property would have the following characteristics:

**A maximum density of 4 dwelling units (d.u.) per gross acre**

Minimum lot widths of 50 feet

Minimum Lot Size of 5,000 square feet

Minimum of one (1) enclosed parking space and two (2) driveway spaces

4 foot wide sidewalks along interior roadways

Preserved wetlands counted as open space acreage on a one to one per

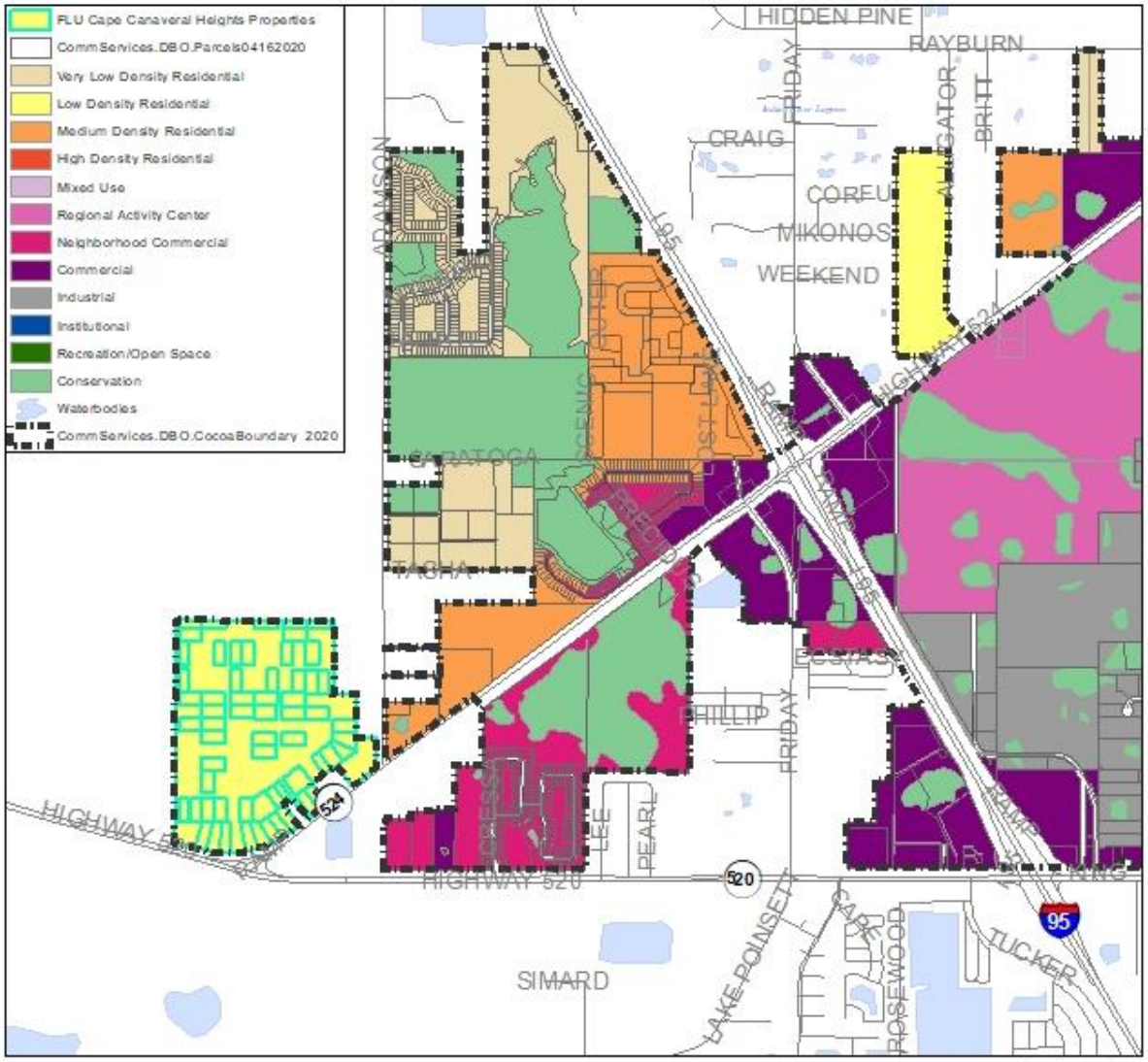
Minimum internal roadway drive lane width of 11 feet, or 22 feet for a two way street

# Consistency with the Comprehensive Plan

- The assignment of a City Future Land Use designation must be consistent with the City's Comprehensive Plan. Policy 1.1.2.3 Low Density Residential requires lands under this designation to provide buffers from the nuisance effects of higher intensity uses and major traffic corridors.

- LDR developments should be located in areas where more intensive development would be unwarranted due to environmental constraints.

# Future Land Use Map



# Consistency with the Comprehensive Plan

- Shift the current tax revenue and capital investments from Brevard County to the City of Cocoa.
- Will not negatively impact or diminish the service level of public facilities.
- Tree, wildlife, and wetland studies will be completed prior to approval of a site plan or subdivision application.
- Meets goals, objectives, and policies of the state comprehensive plan and the East Central FL comp plan
- City is able to provide adequate services
- Surrounding Neighborhood compatibility
- Consistent with the Comprehensive Plan
- Provides housing in proximity to employment centers
- Public health, safety, welfare, economic order or aesthetics

# Recommendations

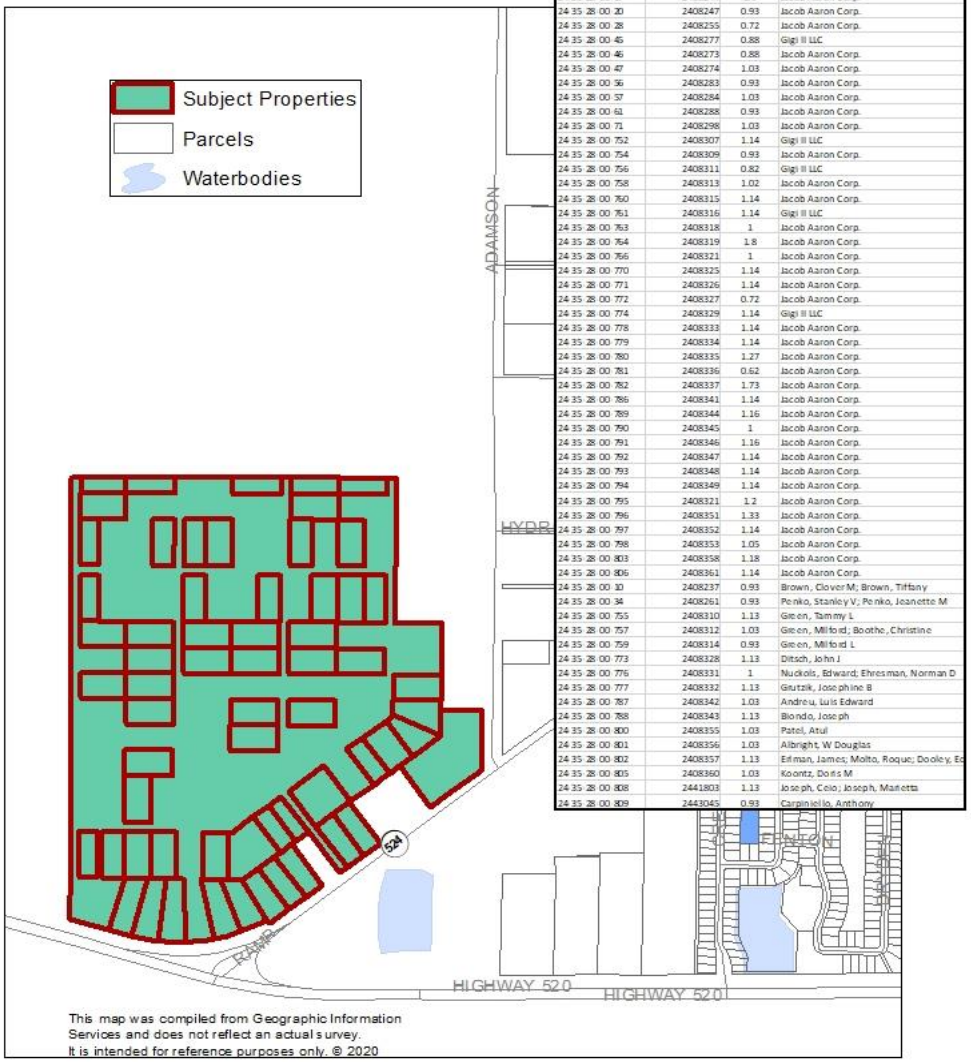
Prior Actions:

The Planning & Zoning Board recommended denial at the June 16, 2020 meeting.

Recommendation:

Approval of the Comprehensive Plan Map Amendment changing the Future Land Use Map designation of the subject property from Brevard County “Residential 2 Units Per Acre” to City of Cocoa “Low Density Residential”.

## Exhibit A




| Parcel I.D.# | Tax Account # | Acres | Owner |
|---|---|---|---|
| 24 35 28 00 1 | 2408228 | 59.27 | Cape Canaveral Heights Properties, Inc. |
| 24 35 28 00 7 | 2408234 | 0.9 | Jacob Aaron Corp. |
| 24 35 28 00 17 | 2408244 | 0.9 | Jacob Aaron Corp. |
| 24 35 28 00 20 | 2408247 | 0.93 | Jacob Aaron Corp. |
| 24 35 28 00 28 | 2408255 | 0.72 | Jacob Aaron Corp. |
| 24 35 28 00 45 | 2408277 | 0.88 | Gigi II LLC |
| 24 35 28 00 46 | 2408273 | 0.88 | Jacob Aaron Corp. |
| 24 35 28 00 47 | 2408274 | 1.03 | Jacob Aaron Corp. |
| 24 35 28 00 56 | 2408283 | 0.93 | Jacob Aaron Corp. |
| 24 35 28 00 57 | 2408284 | 1.03 | Jacob Aaron Corp. |
| 24 35 28 00 61 | 2408288 | 0.93 | Jacob Aaron Corp. |
| 24 35 28 00 71 | 2408298 | 1.03 | Jacob Aaron Corp. |
| 24 35 28 00 752 | 2408307 | 1.14 | Gigi II LLC |
| 24 35 28 00 754 | 2408309 | 0.93 | Jacob Aaron Corp. |
| 24 35 28 00 756 | 2408311 | 0.82 | Gigi II LLC |
| 24 35 28 00 758 | 2408313 | 1.02 | Jacob Aaron Corp. |
| 24 35 28 00 760 | 2408315 | 1.14 | Jacob Aaron Corp. |
| 24 35 28 00 761 | 2408316 | 1.14 | Gigi II LLC |
| 24 35 28 00 763 | 2408318 | 1 | Jacob Aaron Corp. |
| 24 35 28 00 764 | 2408319 | 1.8 | Jacob Aaron Corp. |
| 24 35 28 00 766 | 2408321 | 1 | Jacob Aaron Corp. |
| 24 35 28 00 770 | 2408325 | 1.14 | Jacob Aaron Corp. |
| 24 35 28 00 771 | 2408326 | 1.14 | Jacob Aaron Corp. |
| 24 35 28 00 772 | 2408327 | 0.72 | Jacob Aaron Corp. |
| 24 35 28 00 774 | 2408329 | 1.14 | Gigi II LLC |
| 24 35 28 00 778 | 2408333 | 1.14 | Jacob Aaron Corp. |
| 24 35 28 00 779 | 2408334 | 1.14 | Jacob Aaron Corp. |
| 24 35 28 00 780 | 2408335 | 1.27 | Jacob Aaron Corp. |
| 24 35 28 00 781 | 2408336 | 0.62 | Jacob Aaron Corp. |
| 24 35 28 00 782 | 2408337 | 1.73 | Jacob Aaron Corp. |
| 24 35 28 00 786 | 2408341 | 1.14 | Jacob Aaron Corp. |
| 24 35 28 00 789 | 2408344 | 1.16 | Jacob Aaron Corp. |
| 24 35 28 00 790 | 2408345 | 1 | Jacob Aaron Corp. |
| 24 35 28 00 791 | 2408346 | 1.16 | Jacob Aaron Corp. |
| 24 35 28 00 792 | 2408347 | 1.14 | Jacob Aaron Corp. |
| 24 35 28 00 793 | 2408348 | 1.14 | Jacob Aaron Corp. |
| 24 35 28 00 794 | 2408349 | 1.14 | Jacob Aaron Corp. |
| 24 35 28 00 795 | 2408321 | 1.2 | Jacob Aaron Corp. |
| 24 35 28 00 796 | 2408351 | 1.33 | Jacob Aaron Corp. |
| 24 35 28 00 797 | 2408352 | 1.14 | Jacob Aaron Corp. |
| 24 35 28 00 798 | 2408353 | 1.05 | Jacob Aaron Corp. |
| 24 35 28 00 803 | 2408358 | 1.18 | Jacob Aaron Corp. |
| 24 35 28 00 806 | 2408361 | 1.14 | Jacob Aaron Corp. |
| 24 35 28 00 10 | 2408237 | 0.93 | Brown, Clover M; Brown, Tiffany |
| 24 35 28 00 34 | 2408261 | 0.93 | Penko, Stanley V; Penko, Jeanette M |
| 24 35 28 00 755 | 2408310 | 1.13 | Green, Tammy L |
| 24 35 28 00 757 | 2408312 | 1.03 | Green, Milford; Boothe, Christine |
| 24 35 28 00 759 | 2408314 | 0.93 | Green, Milford L |
| 24 35 28 00 773 | 2408328 | 1.13 | Ditsch, John J |
| 24 35 28 00 776 | 2408331 | 1 | Nuckols, Edward; Ehresman, Norman D |
| 24 35 28 00 777 | 2408332 | 1.13 | Grutzik, Josephine B |
| 24 35 28 00 787 | 2408342 | 1.03 | Andreu, Luis Edward |
| 24 35 28 00 788 | 2408343 | 1.13 | Biondo, Joseph |
| 24 35 28 00 800 | 2408355 | 1.03 | Patel, Atul |
| 24 35 28 00 801 | 2408356 | 1.03 | Albright, W Douglas |
| 24 35 28 00 802 | 2408357 | 1.13 | Erlman, James; Molto, Roque; Dooley, Ed |
| 24 35 28 00 805 | 2408360 | 1.03 | Koontz, Doris M |
| 24 35 28 00 808 | 2441803 | 1.13 | Joseph, Celo; Joseph, Marietta |
| 24 35 28 00 809 | 2443045 | 0.93 | Carpiniello, Anthony |

EXHIBIT E: E-Comment from Harry & Iris Perrette

**From:** Dorothy Selig
**To:** Carie Shealy
**Cc:** Monica Arsenault
**Subject:** FW: FLUM Comments for Tonight FW: New eComment for Planning and Zoning / Local Planning Agency
**Date:** Wednesday, June 24, 2020 3:28:01 PM
**Importance:** High

---

FYI


**Dodie Selig, AICP**
**Community Services**
**Planning & Zoning Manager**
65 Stone Street, Cocoa, FL 32922
dselig@cocoafl.org
Phone: (321) 433-8510
Fax: (321) 433-8543

*Serving our Community with PRIDE!*

Stay Connected: www.cocoafl.org


**We Need Your Input!**
*Have you recently interacted or conducted business with the Community Services Department? Would you please take a moment and complete a brief survey to let us know how we are doing?*
Customer Service Feedback Survey: www.cocoafl.org/communityservicescustomersurvey
*In advance, thank you!*

---

**From:** Angela Essing <aessing@cocoafl.org>
**Sent:** Wednesday, June 24, 2020 12:09 PM
**To:** Dorothy Selig <dselig@cocoafl.org>; Kristin Eick <keick@orlandolaw.net>
**Subject:** FLUM Comments for Tonight FW: New eComment for Planning and Zoning / Local Planning Agency
**Importance:** High


**Angela Essing, AICP**
**Economic Development Manager**
65 Stone Street, Cocoa, FL 32922
aessing@cocoafl.org
Phone: (321) 433-8522
Fax: (321) 433-8543

*Serving our Community with PRIDE!*

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**We Need Your Input!**
*Have you recently interacted or conducted business with the Community Services Department? Would you please take a moment and complete a brief survey to let us know how we are doing?*
Customer Service Feedback Survey: www.cocoafl.org/communityservicescustomersurvey
*In advance, thank you!*

**From:** noreply@granicusideas.com <noreply@granicusideas.com>
**Sent:** Wednesday, June 24, 2020 10:55 AM
**To:** Samantha Senger <ssenger@cocoafl.org>; Angela Essing <aessing@cocoafl.org>
**Subject:** New eComment for Planning and Zoning / Local Planning Agency

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

SpeakUp

# New eComment for Planning and Zoning / Local Planning Agency

Guest User submitted a new eComment.

Meeting: Planning and Zoning / Local Planning Agency

Item: 5. 20-327 LARGE SCALE FUTURE LAND USE MAP (FLUM) AMENDMENT consistent with Florida Statute Chapter 163. Applicant and City initiated requests to change the Future Land Use Map designation of fifty-nine (59) parcels from Brevard County "Residential 2 Units Per Acre - R2" to City of Cocoa "Low Density Residential - LDR".

eComment: Harry A. Perrette III, and Iris A. Perrette, oppose the change from "Residential 2 Units per Acre-R2, to City of Cocoa "Low Density Residential-LDR". We request to leave zoning as is, or our preferred change is to one residential unit per acre. We currently own and reside at 6250 State Rd. 524, since 1986, and we own one acre lots on each side of our 6250 State Rd., one acre homestead. We request wetlands on the 59 parcels/property, to remain wetlands.

View and Analyze eComments

This email was sent from https://granicusideas.com.

Unsubscribe from future mailings

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-442 | **Version:** | 2 | **Name:** | |
| **Type:** | Minutes | | | **Status:** | Minutes |
| **File created:** | 7/17/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Approve the Minutes for the Regular City Council meeting of July 8, 2020, as written or with amendments. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 07-08-2020 Minutes ADA.pdf<br>EXHIBIT A: Marine Resources Council Presentation.pdf<br>EXHIBIT B: Petition submitted by R.B. Dennis.pdf<br>EXHIBIT D: Statement from Council on 7_8_2020.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2020
Agenda Date: August 12, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular City Council meeting of July 8, 2020, as written or with amendments.

## BACKGROUND:

N/A

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

**RECOMMENDED MOTION:**

Approve the Minutes for the Regular City Council meeting of July 8, 2020, as written or with amendments.

**MINUTES**
**City of Cocoa**
**Regular Meeting of The City Council**

**July 8, 2020**

A Regular City Council Meeting was held on Wednesday, July 8, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

## I. Opening Matters:

Mayor Williams called the meeting to order at 6:15 p.m.

Chief Lamm provided the invocation and Councilmember Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

| | | |
|---|---|---|
| PRESENT: | Jake Williams, Jr. | Mayor |
| | James Goins | Deputy Mayor |
| | Don Boisvert | Councilmember |
| | Lorraine Koss | Councilmember |
| | Brenda Warner | Councilmember |
| | Anthony Garganese | City Attorney |
| | Matt Fuhrer | Interim City Manager |
| | Carie Shealy | City Clerk |

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Lora Howell, Deputy Finance Director; Nancy Bunt, Community Services Director; LeShawn Hinton, Helpdesk Support Tech; Samantha Senger, Assistant to the City Manager/PR Specialist; and Dodie Selig, Planning Manager.

## II. Approval of Agenda And Minutes:

**1. Agenda:** Regular Meeting of July 8, 2020. (20-384)

**2. Minutes:** (a) Regular meeting of June 10, 2020 (20-385)
(b) Budget FY 2021/Fiscal Sustainability Workshop of June 25, 2020 (20-396)

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve the agenda as presented for the Regular meeting of July 8, 2020.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

* **MOTION by Councilmember Koss to approve the Minutes for the Regular Meeting of June 10, 2020 with the following amendments: On page 9, it should read 1) Organize a community of faith leaders group meeting to discuss issues, 2) Request to have Council on Tuesday nights, as most churches have services on Wednesday nights, and 3) Request another presentation on the Consent Decree. Cocoa is rich in African American history and our newer citizens may not know about it; and the Minutes for the Budget FY 2021/Fiscal Sustainability Workshop of June 25, 2020 as written.**

**Councilmember Warner seconded the motion.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

## III. Awards and Presentations:

1. Presentation by the Marine Resources Council. (20-348). (Dr. Leesa Souto)

Councilmember Koss introduced Ms. Leesa Soto of the Marine Resources Council. She thanked City Council for all that they have done for the Lagoon. Ms. Souto provided a presentation regarding the Indian River Lagoon Report Card[1].

Ms. Souto spoke in detail about what the Report Card was and what it encompassed.

[1] EXHIBIT A: Marine Resources Council Presentation

She pointed out that they got the concept from Chesapeake Bay. The regions that monitor the Lagoon were shown and she mentioned that seagrass was the primary producer in the Lagoon.

Ms. Souto further spoke about tributaries and she advised that those were included in this years' report card.

They added tributaries to the report card this year. Ms. Souto showed a map of how the tributaries connect along the Lagoon.

There are Lagoon Castaway Camps right now and dates were provided.

She thanked Council for their ongoing support.

## IV. Delegations:

Bernice Cox, 701 Aurora Street, Cocoa, spoke about the property behind her residence on Aurora. The owner has owned the property since 2005, she has been coming to Council about this prior to him having ownership. She would like this on an agenda for Council discussion. Additionally, in the past there were signs when entering her neighborhood. About ten years ago a sign was put upon Ixora Avenue but not on Aurora. Public Works installed that sign but when she called she was told it was not a public works issue. She thanked Chief Cantaloupe and Chief Lamm for the escort and fire truck for a recognition ceremony at her church for youth with good grades.

Rev. JB Dennis, 3710 Catalina Drive, Cocoa, presented a petition to Council members[2] advocating for investigative and subpoena powers for Police Advisory Committee. He would like this placed on an upcoming agenda. He believes that an advisory board should have the power to weed out bad cops and listen to the input of the public.

Ms. Marisol Lanza, 436 Satsuma Street, Cocoa, spoke about her neighbor who is a hoarder. She submitted photos to the Mayor[3]. She advised that Code has not been doing anything in regards to her neighbors hoarding. She further spoke about her roof that was done by the City. If a hurricane comes through her roof will be gone. The company who did the roof has left and she has been speaking with the Better Business Bureau.

Mr. Aleck Greenwood, 640 Brevard Avenue, Cocoa, announced that the Historic Cocoa Village Commercial Partner Group will be having a meeting on July 29,

[2] EXHIBIT B: Petition submitted by J.B. Dennis
[3] EXHIBIT C: Photos submitted by M. Lanza (envelope of photos provided to Chief of Police)

2020 at the Cocoa Civic Center. The main subject is the issues of Cocoa having the reputation for "if you want to build do not go to Cocoa". There are a list of about ten items that will be discussed. Council members, staff, and the Interim City Manager are invited and there will be guest speakers.

## V. Reports:

Mr. Smith announced that the annual paving would be wrapped up by the end of the month and Pineda would be done by mid-August. The relief channel would be completed by mid-August as well.

Chief Lamm advised that there were currently 2,812 cases in Brevard with 371 in Cocoa, but only 37 of those cases are in the City limits of Cocoa. At the last meeting with Brevard Health Alliance it was determined that they would not be setting up another mobile site in Byrd Plaza due to certain constraints. He advised that site ran from May 22 until June 26th and they tested 864 people, with 452 being citizens of Cocoa.

He pointed out that an important thing to notice was with testing those numbers are on a sliding scale. He explained the reporting methods and explained that people come on and off of the reports which cause the numbers to slide.

There has been no spike in hospital capacity and the state is continually opening more and more sites as staffing becomes available. Chief Lamm stressed the importance of continuing to following the CDC guidelines.

Councilmember Koss mentioned that Cocoa's numbers were going down while others were going up. Chief Lamm advised that makes sense due to the number of those being tested and numbers of those coming off of the lists. He explained this in furtherance and she believed it was a drastic change and that she was being contacted daily about the wearing of face masks.

Interim City Manager Fuhrer announced that an E-Comment was received for the meeting and they handle those comments just like an in-person delegation. There was not a name or address submitted. They can resubmit the comment if they wish.

He advised that a request from Cocoa Rotary had been received, as they meet at EFSC and have not been able to meet since the school was shut down due to Covid-19. They were asking if they could temporarily meet in the Cocoa Civic Center until August if possible. It is a departure from the City's policy and it would usually require a rental fee but they are only requesting temporary usage.

*** MOTION by Councilmember Koss; Seconded by Councilmember Warner, to allow Cocoa Rotary to temporarily meet at the Cocoa Civic Center.**

Mayor Williams asked if they would be required to sign the same Covid release forms as others do. Staff responded in the affirmative.

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

Interim City Manager noted that the new waterfront amenities had opened up and on July 18th from 12 pm until 3 pm a grand opening will be held in the open space by Harrison Street and Riveredge Blvd. The ribbon cutting will be held at 2 pm and from 12 pm until 3 pm the Indian River Queen will be in the basin with a band/concert. This is all in conjunction with the Florida Inland Navigation District who will be on site as well for the ribbon cutting and presentation of their check. It was nice that this was all able to come together at the same time.

Councilmember Warner suggested that when planning outdoor events in the summer that staff look at times as this is the rainy season and 2 pm is usually when the rain comes.

Councilmember Koss extended the following statement for the record:

*"For the record and in response to FB posts, I respect the administrators of the Cocoa Village Neighborhood Coalition. I respect Cocoa Main Street and believe it is an important non-profit that can achieve a great deal. You are smart people, well-spoken and write eloquently. We want your participation and feedback. For the good of Cocoa I hope you take a collaborative approach. My door will always be open to you.*

*As to the accusation that I have a secret agenda, this is not true. I have an agenda, it is my platform. It has been fairly consistent since I first started campaigning for office. There have even been several achievements. This job is much too difficult not to have goals or seek achievements for the city. I don't have development or real estate interests. I'm not trying to build my name for a business. The platform or goals I was elected on can be measured by their achievements for the good of Cocoa."*[4]

[4] EXHIBIT D: Statement from Councilmember Lorraine Koss

Deputy Mayor Goins spoke of his attendance at an event with about three hundred teenagers at Skyzone. Chief Cantaloupe also attended and he thanked all for their investment in the children.

He thanked all of the organizations who are continuing to feed those who need it in the community.

Additionally, he has received several comments regarding the waterfront. He feels that it is a positive product.

In closing, he understands that it is political season but wants citizens to understand that we are all here to do our job and helping is more productive then trying to tear them apart.

Mayor Williams asked that in the future when a story is featured in the FYI Newsletter that they sit down with those being portrayed so that all of the correct information can be put in the article.

He agreed that it was election season but he is just going to keep moving forward.

**VI. Consent Agenda:**

1. Approve Participation in a Cooperative Purchase Agreement with Stewarts Electric Motor Works, Inc. of Orlando, Florida, Utilizing the City of West Palm Beach Contract #21128/ITB17-18-118, Effective April 4, 2018 Through April 3, 2021, for Repairs and Maintenance of High Service Station Skid #2 Including the Pump, EM Clutch, and Synchronous Motor at the Dyal Water Treatment Plant (WTP); To Approve a Resolution Amending the FY2020 Budget, BAF # 20-077-T. (20-334).
(Utilities Director)

2. Approval of the submitted grant application for the 2020 City Catalyst Grant offered through the Florida League of Mayors to enhance the Cocoa Citizens Academy by implementing an Emergency Management component. (20-361). (Assistant to the City Manager/PR Specialist)

3. Approval for the City to enter a Cooperative Purchasing (Co-Op) Agreement by and between Prince William County Public Schools, Contract No. R-BB-19002 and CINTAS Uniform Rental Services to re-outfit City Employees with new uniforms, laundering and rental services, pending the Approval of the FY 2021 Budget. (20- 370). (Finance Director)

*** MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve the Consent agenda.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

## VII. Public Hearings:

1. Pass on Second Reading: Ordinance 05-2020; Providing for the location of pharmacies and medical marijuana treatment center dispensing facilities. (20-355). (Community Services Director)

Attorney Garganese read Ordinance No. 05-2020 into the record by title only, as follows. He advised it was second and final reading.

**ORDINANCE NO. 05-2020**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE; PROVIDING FOR THE LOCATION OF PHARMACIES AND MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES IN THE CITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.**

Mayor Williams opened the hearing to the public.

Sammy Claiborne, Cocoa, stated that from his perspective, Council has been doing a great job. He feels that the City is becoming closer. He thanked the Chief of Police as well.

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

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve Ordinance No. 05-2020 on Second and Final Reading.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

2. Pass on Second Reading: Ordinance No. 06-2020; Amending permitted locations for self-service storage facilities and amending the definition thereof. (20-356). (Community Services Director)

Attorney Garganese read Ordinance No. 06-2020 into the record by title only, as follows. He advised it was second and final reading.

**ORDINANCE NO. 06-2020**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE TO AMEND PERMITTED LOCATIONS FOR SELF-SERVICE STORAGE FACILITIES AND FURTHER AMENDING REGULATIONS RELATED TO THIS USE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.**

Ms. Bunt mentioned that at the last council meeting the applicant expressed their desire to include trucks and cars, along with recreational vehicles to the outdoor storage. Staff was fine with the change but with a limit of five spaces.

Mark Barnebey, with Storage Cap Cocoa, stated that they support the amendment but pointed out that five was not many spaces. While five is better than nothing, they were requesting ten spaces. He added that he has been in front of several council's and commissions and felt that this Council does a very good job.

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

Deputy Mayor Goins asked how ten spaces would affect the Ordinance. In response, Ms. Bunt advised that staff would support ten spaces based on how many units he has.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Warner, to approve Ordinance No. 06-2020 on Second and Final reading with the change of allowing ten cars/trucks/recreational vehicles.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

3. Ordinance No.07-2020/2nd and Final Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Wednesday to Tuesday. (20-383). (City Attorney)

Attorney Garganese read Ordinance No. 07-2020 into the record by title only, as follows. He advised it was second and final reading.

**ORDINANCE NO. 07-2020**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-51 OF THE CITY CODE TO PROVIDE THAT REGULAR CITY COUNCIL MEETINGS SHALL BE HELD ON EVERY SECOND AND FOURTH TUESDAY OF EACH AND EVERY MONTH; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to approve Ordinance No. 07-2020 on Second and Final Reading.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

**VIII. Council Business:**

1. Informational item related to City Council's request to discuss the addition of an agenda review meeting. (20-358). (Interim City Manager)

Councilmember Koss advised that this was brought up due to sitting on the other side of the dias and wondering what Council was thinking after approving certain items and also from frustration from not hearing the same information as other members of Council so that when they get before the public they were more informed. In talking with Interim City Manager and understanding time issues, she believed one way to handle this would be to have a regularly scheduled workshop once a month. This would be a time to bring items forward and ask questions on the agenda. They could be informed by others questions and add expediency to regular council meetings. She has no intention of staff coming to all of the workshops and does not understand why they all have to come to council meetings.

* **MOTION by Councilmember Koss to plan one workshop per month that can be used to discuss special issues and would provide an opportunity to discuss agenda items in order to provide a little more transparency and to develop ideas. It would not require all staff to attend, only those with a specific item that they would be speaking to.**

Discussion was held on the motion.

Councilmember Boisvert does not feel that there is a need for an agenda meeting. The Interim City Manager is available before the meeting if they have questions. If he does not have the answer he can call staff for the answer. He feels staff does not need any more meetings and the Interim City Manager's door is open five days a week.

Deputy Mayor Goins agreed that he has been on the other side as well and sees how quickly council can go through items. If he has an argument on an item, he would do it at both meetings no matter what. He wants the public to hear his argument.

Mayor Williams understands that there are some items that are hotter than others. He agreed with the Deputy Mayor and they would argue at a workshop or a council meeting in order to get their point across.

Councilmember Koss further clarified her intentions and that this would be open to the public.

Councilmember Warner mentioned that if there was an agenda item that was important to the public she would usually get a phone call or email prior to the meeting with questions or comments. If she has a question she calls the Interim City Manager. Staff does a really good job of providing information in the agenda item and she cannot remember the last time she had to do anything in regards to an agenda. She felt that maybe with the new incoming Council this might be needed, but with all that staff has to do and with council members who cannot meet anytime they want, she does not feel it was needed. They have had a lot of workshops lately.

It was requested to table this item.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to postpone this item until a later date.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

Interim City Manager asked when they would like this brought back. It was determined to bring it back to the July 22, 2020 City Council meeting.

## IX. City Business:

1. Approve an Interlocal Agreement with Brevard County and a Resolution Amending the Fiscal Year 2020 Budget (BAF # 20-084-A1 and A2), to replenish General Fund Balance by accepting $199,840 in revenue, for the facility site improvements at the Dr. Joe Lee Smith Center Project #CP1504. These funds are being reimbursed to the City by Brevard County and deposited back into General Fund Balance. (20-54). (Interim City Manager)

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

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

**Multi-Year Contracts:**

2. Authorize the Interim City Manager to execute a multi-year contract addendum between the City of Cocoa and First Mobile Trust, LLC, for credit card settlement and utility bill printing, mailing, and online presentment. The expenditure for the bill printing and postage is pending the Approval of the FY2021 Budget. (20-233). (Finance Director)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the item, with discussion.**

Councilmember Koss mentioned the cost of credit card fees and the profits that are received from these. She further spoke about the frustration of when you are trying to pay your bill you cannot get questions answered if needed. She believed that the City should look into whatever investments we could make in our own system for customer convenience. We need one place for a customer to go, pay their bill, and have questions answered all at one time.

Ms. Howell explained how the charges are derived and pointed out that it changes with every transaction. They are in the process of a software conversion and are looking into various ways that they can do what was being suggested.

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

3. Consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for renewal of the School Resource Officer program for the 2020-2021 school year and the 2021-2022 school year, beginning July 1, 2020 and ending June 20, 2022 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board. (20-375). (Chief of Police)

Chief Cantaloupe pointed out that SRO's are currently at Cocoa High School, Endeavor Elementary, and Cambridge Elementary.

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

Deputy Mayor Goins asked about the possibility of a crossing guard on Fiske Blvd, going north, in front of Windover. Chief Cantaloupe assured him that they would look into the issue and that he would have more patrol in that area. He noted the traffic light timer was off.

**X. Informational Agenda:**

**None.**

**XI. Adjournment:**

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to adjourn the Regular meeting of July 8, 2020.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

**The meeting adjourned at 7:39 p.m.**

_____

**Jake Williams, Jr., Mayor**

_____

**Carie Shealy, MMC, City Clerk**

# Bringing the Lagoon back to Health

## ANNUAL HEALTH UPDATE

LEESA SOUTO, PH.D.

EXECUTIVE DIRECTOR

MARINE RESOURCES COUNCIL

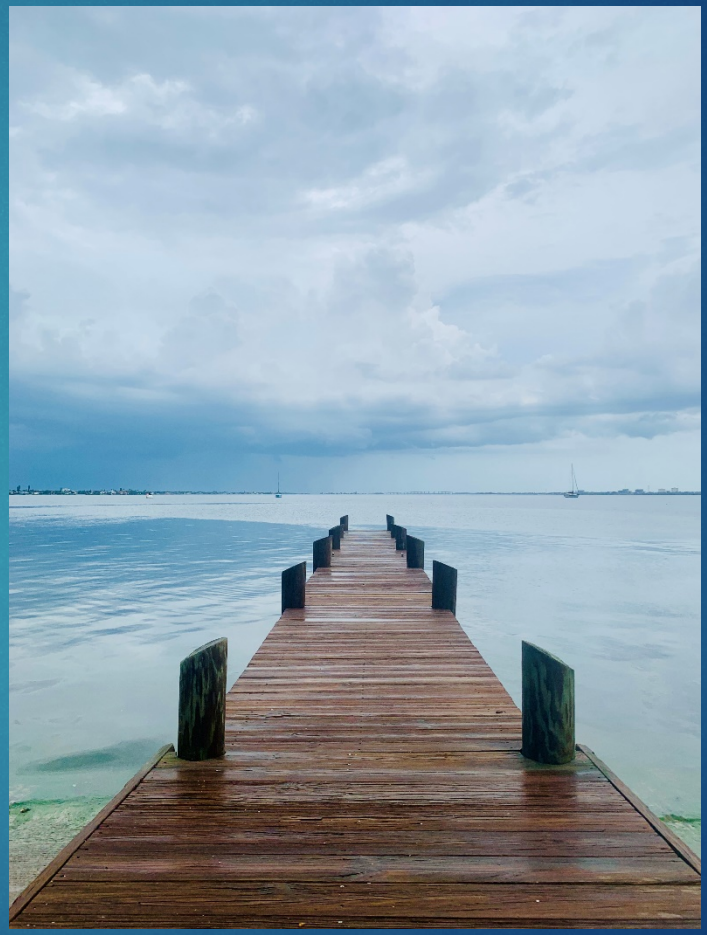


EXHIBIT A: Marine Resources Council Presentation





MRG

Marine Resources Council





Science

Education

Restoration

www.SaveTheIRL.org

# Indian River Lagoon Report Card

- 20+ years of state monitoring data
- Evaluates water quality and sea grass health
- Translates science for the community



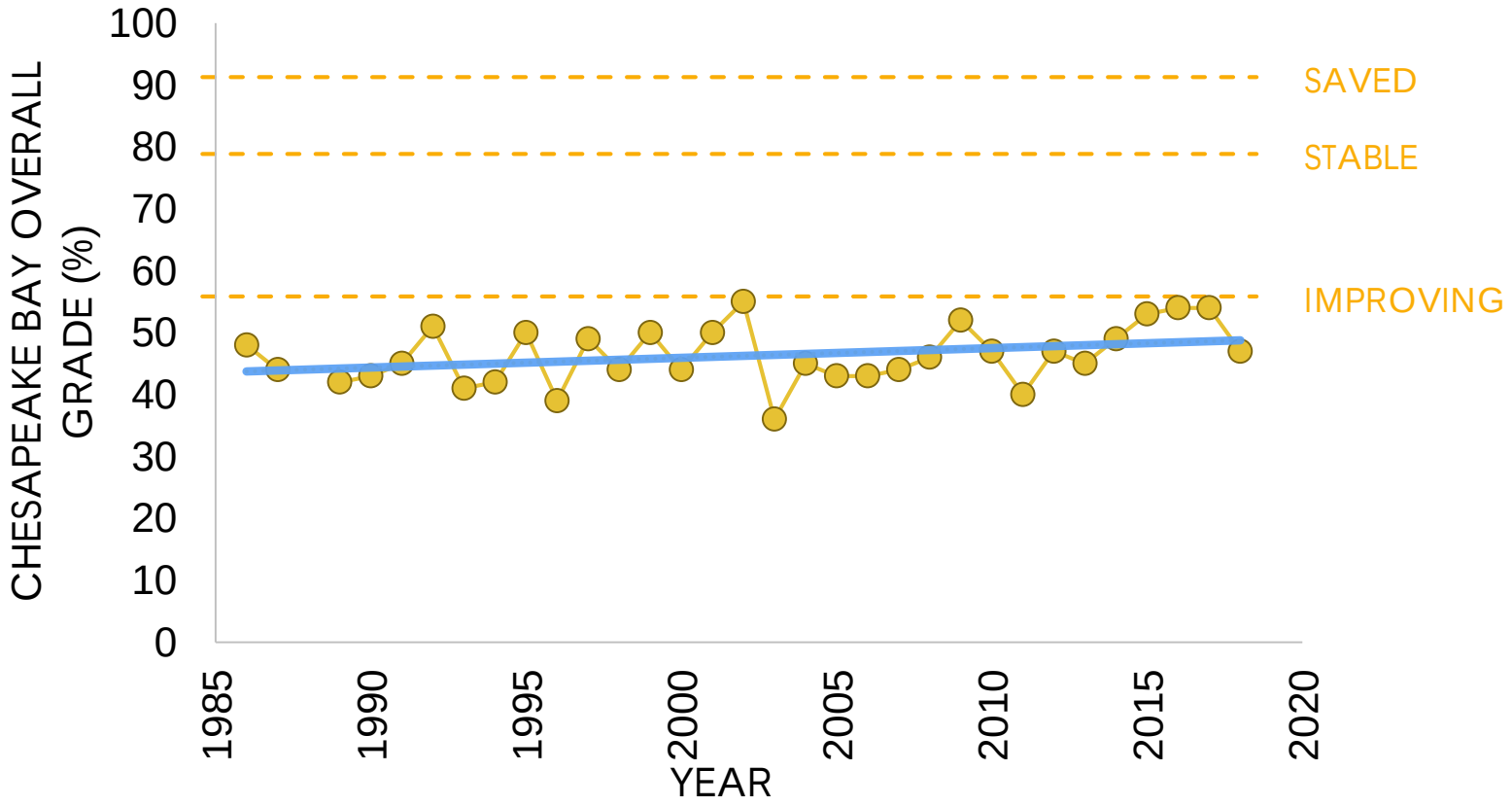

COCOA FLORIDA

MRC Marine Resources Council

APPLIED ECOLOGY

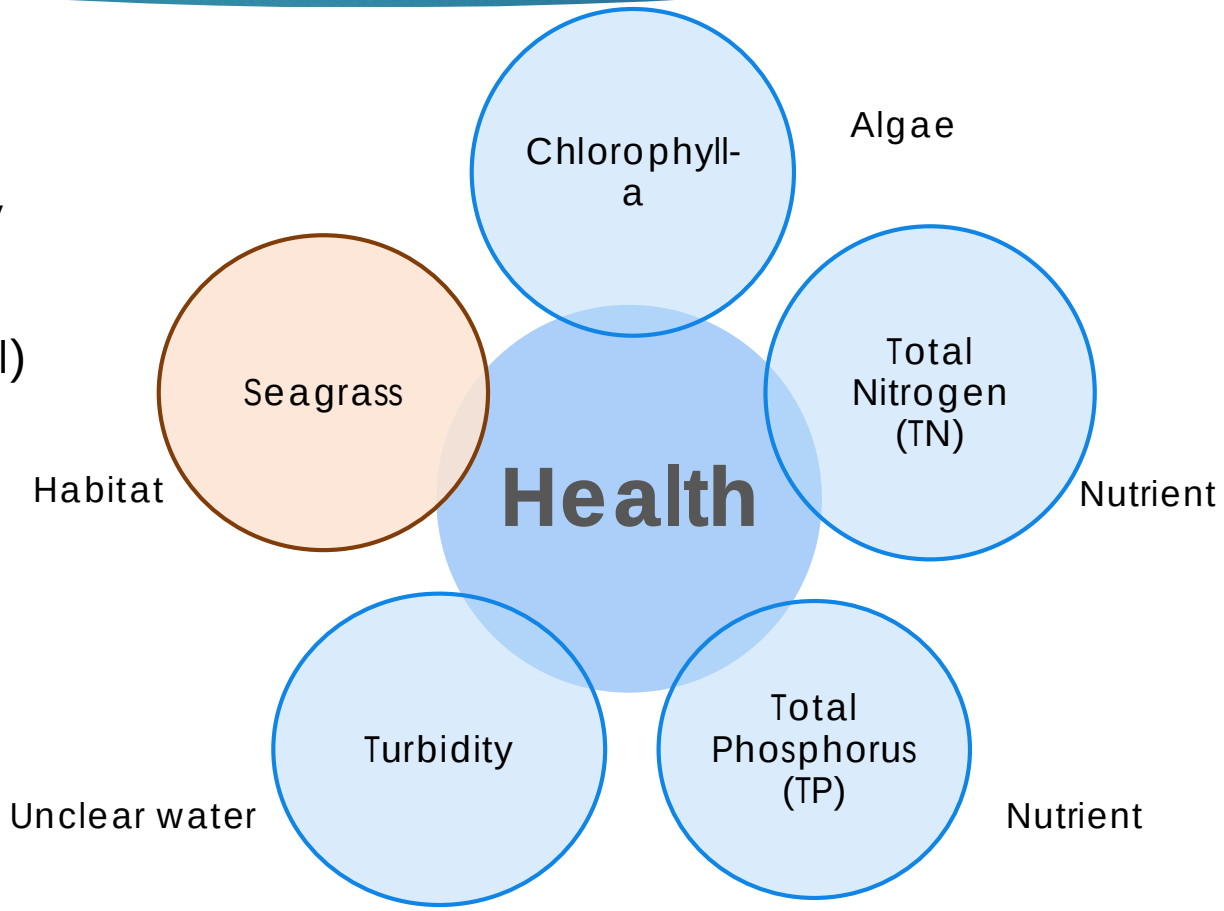
www.SaveTheIRL.org

# Tracking change over time: Chesapeake Bay Report Card



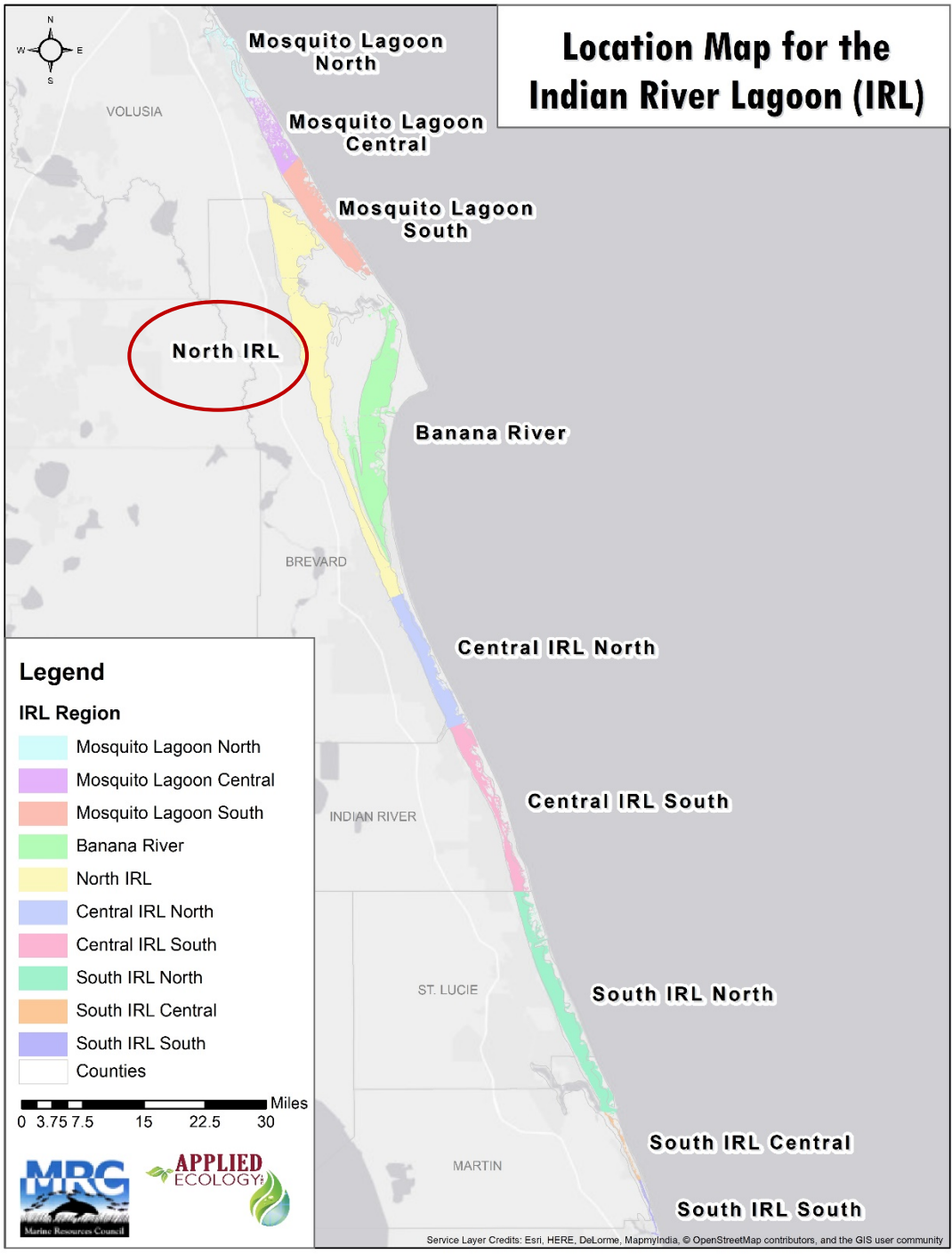
# Five Indicators

- Based on regulatory standards
- 4 water quality (WQI)
- 1 habitat quality



## 10 Mapping Regions

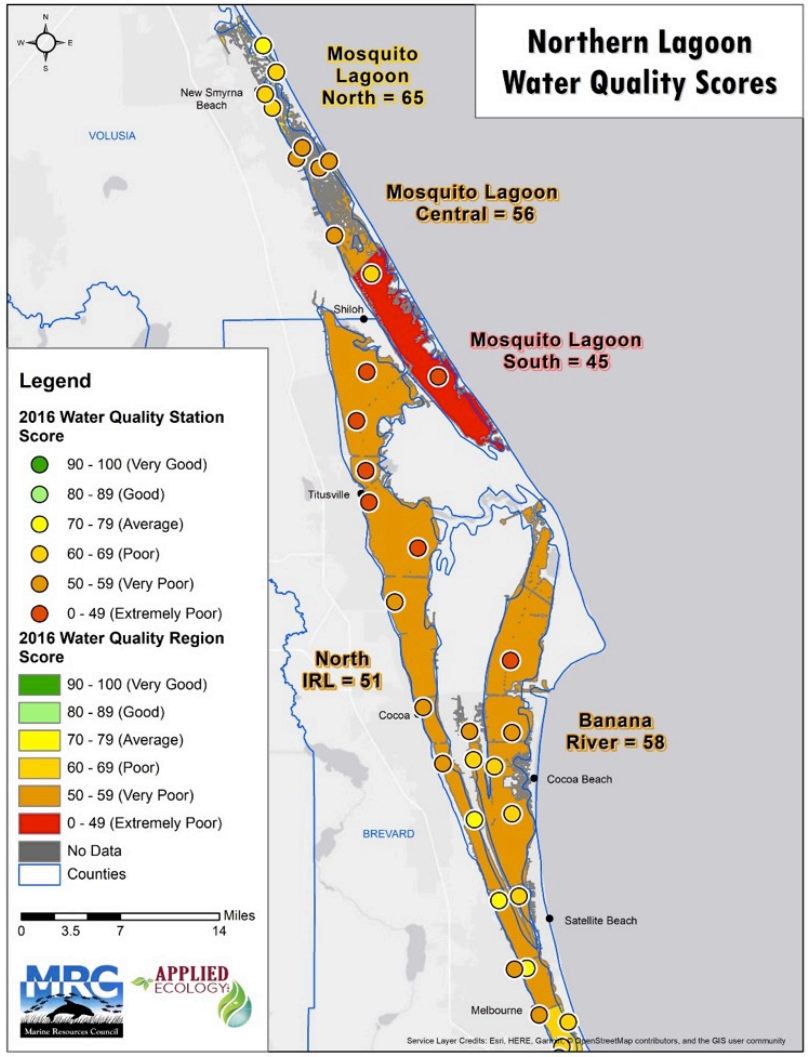
- Mosquito Lagoon (North, Central, & South)
- Banana River Lagoon
- North IRL
- Central IRL (North & South)
- South IRL (North, Central, & South)



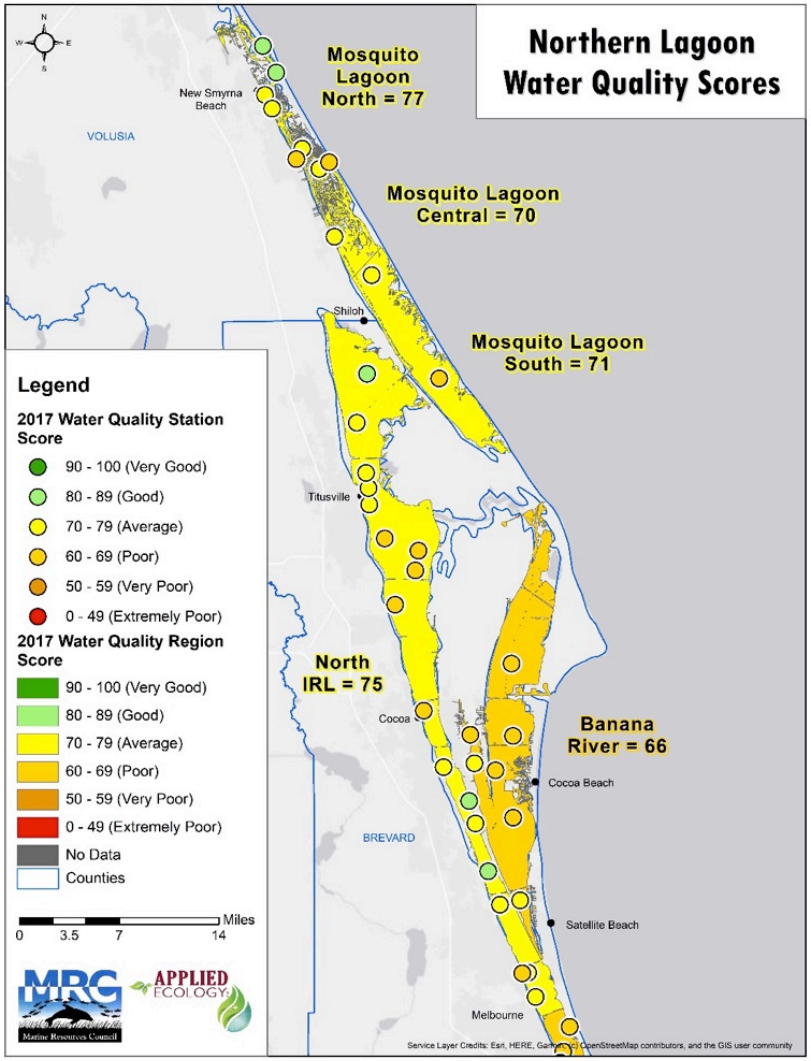
# Water Quality Grades

| Year | Mosquito Lagoon | Mosquito Lagoon | Mosquito Lagoon | Banana River | North IRL | Central IRL North | Central IRL South | South IRL North | South IRL Central | South IRL South |
|---|---|---|---|---|---|---|---|---|---|---|
| 1996 | 57 | 64 | 74 | 64 | 68 | 53 | 66 | 76 | 72 | 82 |
| 1997 | 68 | 64 | 68 | 79 | 74 | 63 | 74 | 69 | 73 | 85 |
| 1998 | 69 | 62 | 53 | 65 | 66 | 58 | 64 | 64 | 66 | 84 |
| 1999 | 76 | 67 | 61 | 74 | 67 | 62 | 75 | 76 | 72 | 92 |
| 2000 | 88 | 80 | 84 | 78 | 73 | 64 | 79 | 75 | 80 | 92 |
| 2001 | 64 | 70 | 83 | 66 | 69 | 54 | 72 | 78 | 81 | 93 |
| 2002 | 66 | 66 | 70 | 66 | 71 | 61 | 72 | 74 | 76 | 88 |
| 2003 | 67 | 71 | 84 | 77 | 79 | 69 | 79 | 77 | 69 | 88 |
| 2004 | 62 | 79 | 78 | 72 | 73 | 62 | 82 | 80 | 77 | 92 |
| 2005 | 73 | 77 | 80 | 88 | 77 | 67 | 81 | 78 | 71 | 91 |
| 2006 | 87 | 80 | 85 | 82 | 75 | 72 | 91 | 84 | 75 | 88 |
| 2007 | 90 | 89 | 92 | 90 | 83 | 76 | 92 | 81 | 78 | 92 |
| 2008 | 78 | 82 | 88 | 75 | 77 | 67 | 87 | 77 | 81 | 93 |
| 2009 | 77 | 80 | 86 | 80 | 81 | 68 | 82 | 86 | 83 | 94 |
| 2010 | 70 | 66 | 76 | 61 | 68 | 58 | 71 | 84 | 85 | 94 |
| 2011 | 72 | 61 | 63 | 35 | 46 | 54 | 66 | 82 | 90 | 97 |
| 2012 | 63 | 56 | 57 | 78 | 73 | 69 | 77 | 86 | 87 | 96 |
| 2013 | 74 | 69 | 71 | 78 | 69 | 67 | 90 | 85 | 86 | |
| 2014 | 78 | 73 | 85 | 76 | 79 | 65 | 91 | 87 | 81 | |
| 2015 | 73 | 66 | 58 | 68 | 71 | 61 | 76 | 86 | 82 | |
| 2016 | 65 | 56 | 45 | 58 | 51 | 62 | 78 | 77 | 77 | |
| 2017 | 77 | 70 | 71 | 66 | 75 | 66 | 87 | 87 | 82 | |

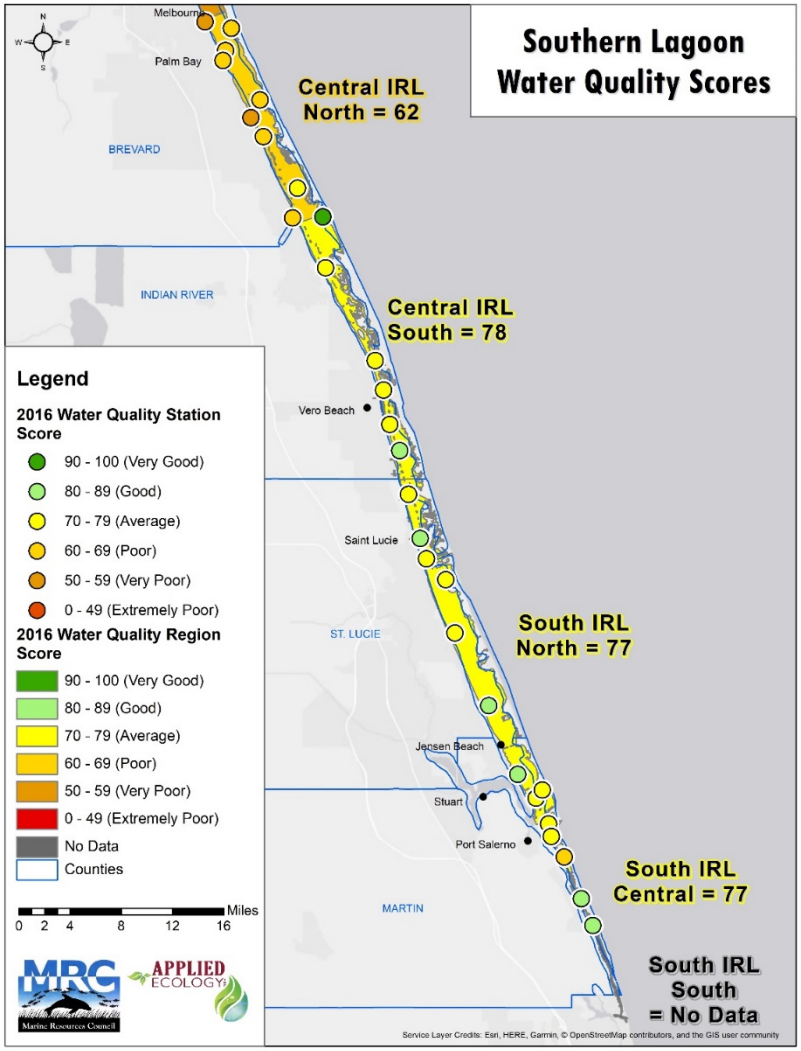
# 2016 Water Quality Grades



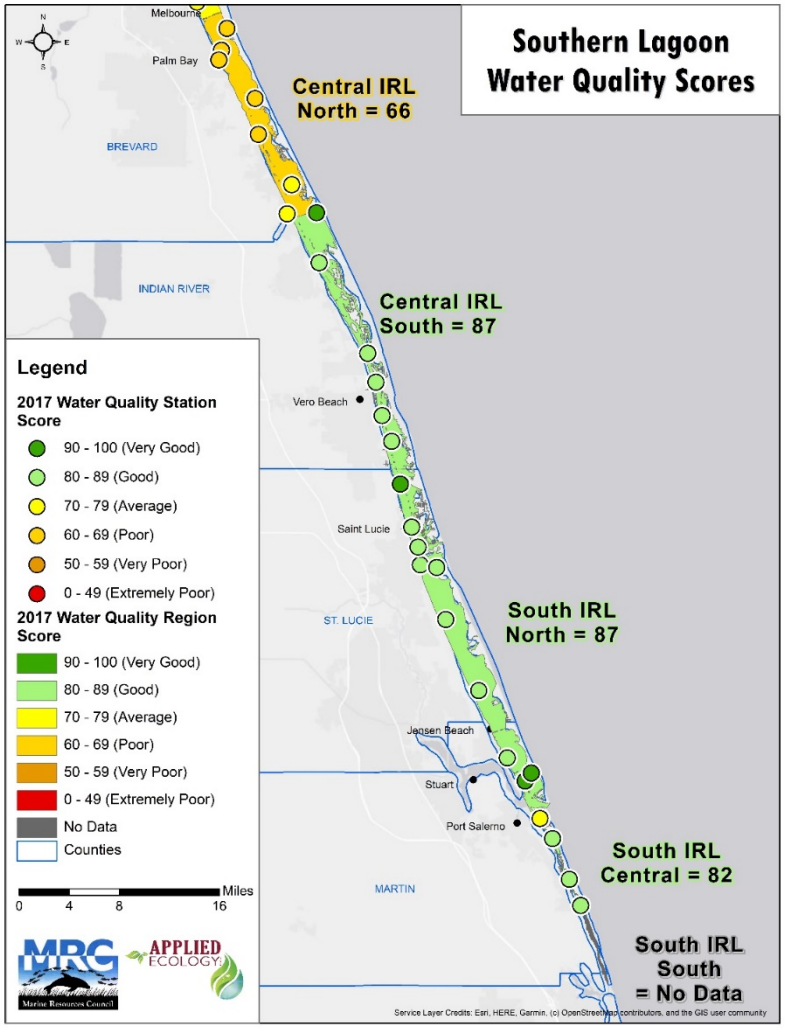

# 2017 Water Quality Grades



# 2016 Water Quality Grades



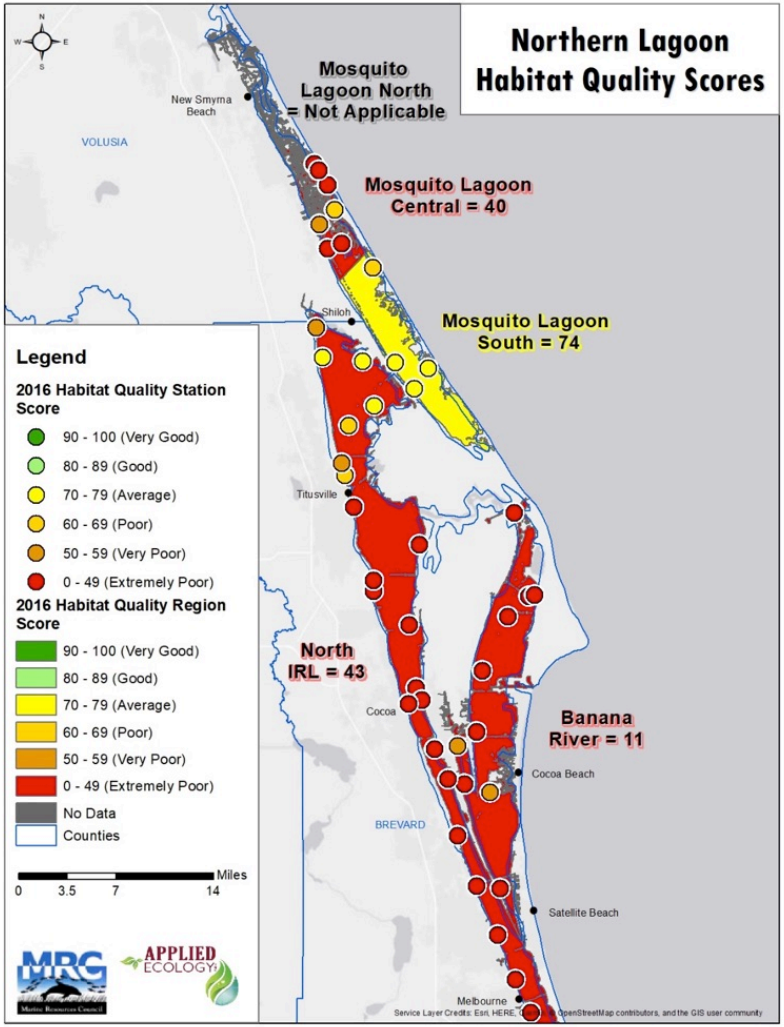

# 2017 Water Quality Grades



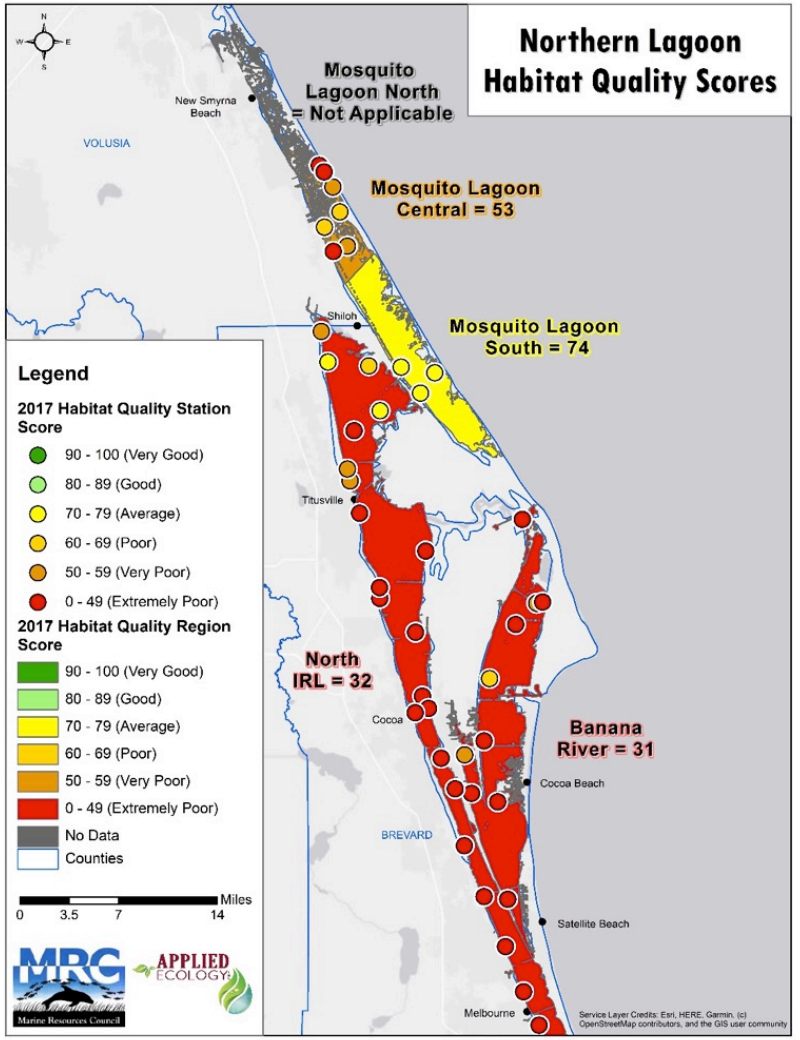
# Seagrass Grades

| Year | Mosquito Lagoon North | Mosquito Lagoon Central | Mosquito Lagoon South | Banana River | North IRL | Central IRL North | Central IRL South | South IRL North | South IRL Central | South IRL South |
|---|---|---|---|---|---|---|---|---|---|---|
| 1994 | NA | 67 | 70 | 60 | 58 | 70 | 66 | 57 | 54 | 72 |
| 1995 | NA | 67 | 70 | 62 | 59 | 68 | 66 | 59 | | |
| 1996 | NA | 67 | 86 | 67 | 59 | 72 | 68 | 57 | 53 | 73 |
| 1997 | NA | 64 | 80 | 71 | 60 | 73 | 74 | 58 | 52 | 73 |
| 1998 | NA | 66 | 84 | 74 | 65 | 75 | 73 | 59 | 52 | 73 |
| 1999 | NA | 68 | 84 | 73 | 68 | 74 | 68 | 59 | 49 | 74 |
| 2000 | NA | 65 | 80 | 75 | 68 | 73 | 73 | 59 | 36 | 73 |
| 2001 | NA | 62 | 80 | 68 | 65 | 75 | 73 | 58 | 51 | 78 |
| 2002 | NA | 62 | 82 | 71 | 65 | 69 | 68 | 56 | 53 | 80 |
| 2003 | NA | 57 | 84 | 70 | 66 | 69 | 72 | 57 | 52 | 78 |
| 2004 | NA | 58 | 94 | 71 | 65 | 73 | 77 | 60 | 53 | 80 |
| 2005 | NA | 57 | 82 | 70 | 62 | 73 | 69 | 54 | 52 | 78 |
| 2006 | NA | 58 | 81 | 80 | 68 | 78 | 72 | 58 | 55 | 77 |
| 2007 | NA | 60 | 86 | 87 | 71 | 82 | 70 | 61 | 56 | 78 |
| 2008 | NA | 66 | 98 | 93 | 70 | 84 | 77 | 59 | 53 | 79 |
| 2009 | NA | 66 | 86 | 79 | 71 | 76 | 75 | 62 | 53 | 78 |
| 2010 | NA | 68 | 99 | 77 | 71 | 79 | 75 | 61 | 55 | 78 |
| 2011 | NA | 67 | 93 | 61 | 61 | 56 | 57 | 61 | 61 | 79 |
| 2012 | NA | 62 | 80 | 26 | 59 | 9 | 47 | 59 | 59 | 78 |
| 2013 | NA | 62 | 78 | 50 | 61 | 37 | 50 | 57 | 62 | 77 |
| 2014 | NA | 66 | 79 | 56 | 64 | 50 | 57 | 58 | 55 | 77 |
| 2015 | NA | 61 | 78 | 58 | 63 | 50 | 59 | 59 | 56 | 72 |
| 2016 | NA | 40 | 74 | 11 | 43 | 37 | 56 | 51 | 0 | 69 |
| 2017 | NA | 53 | 74 | 31 | 32 | 29 | 58 | 51 | 16 | 69 |

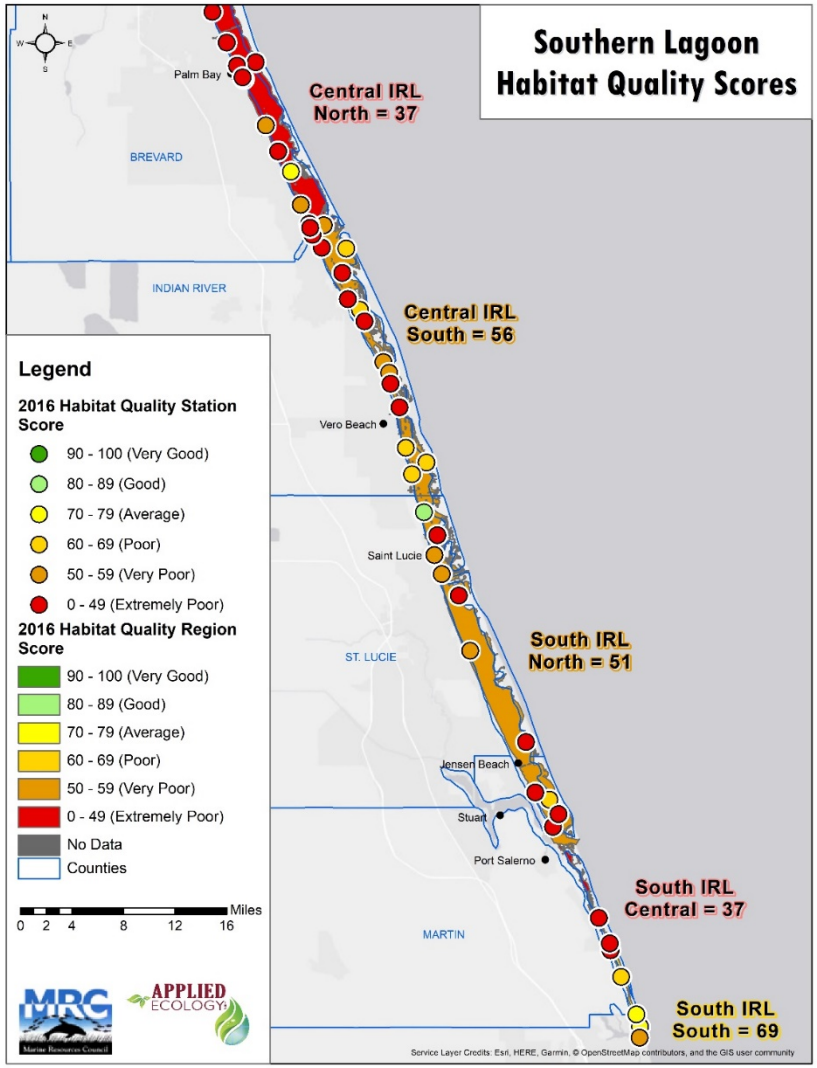
# 2016 Seagrass Grades



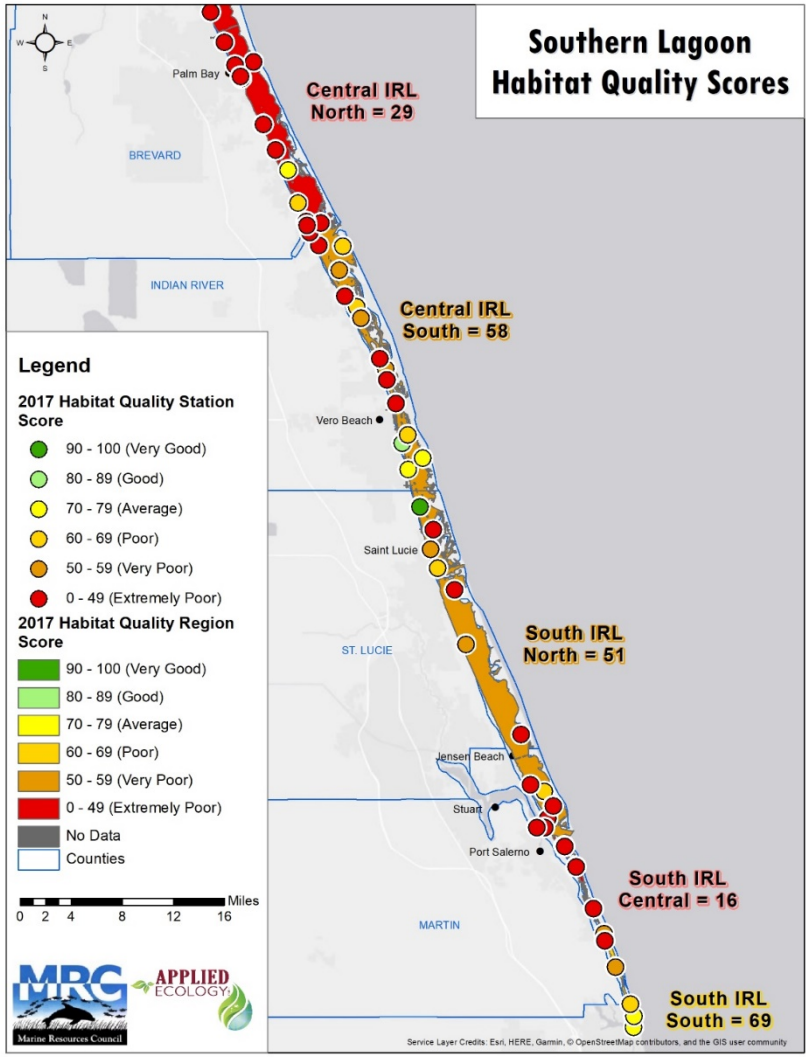

# 2017 Seagrass Grades



# 2016 Seagrass Grades




# 2017 Seagrass Grades



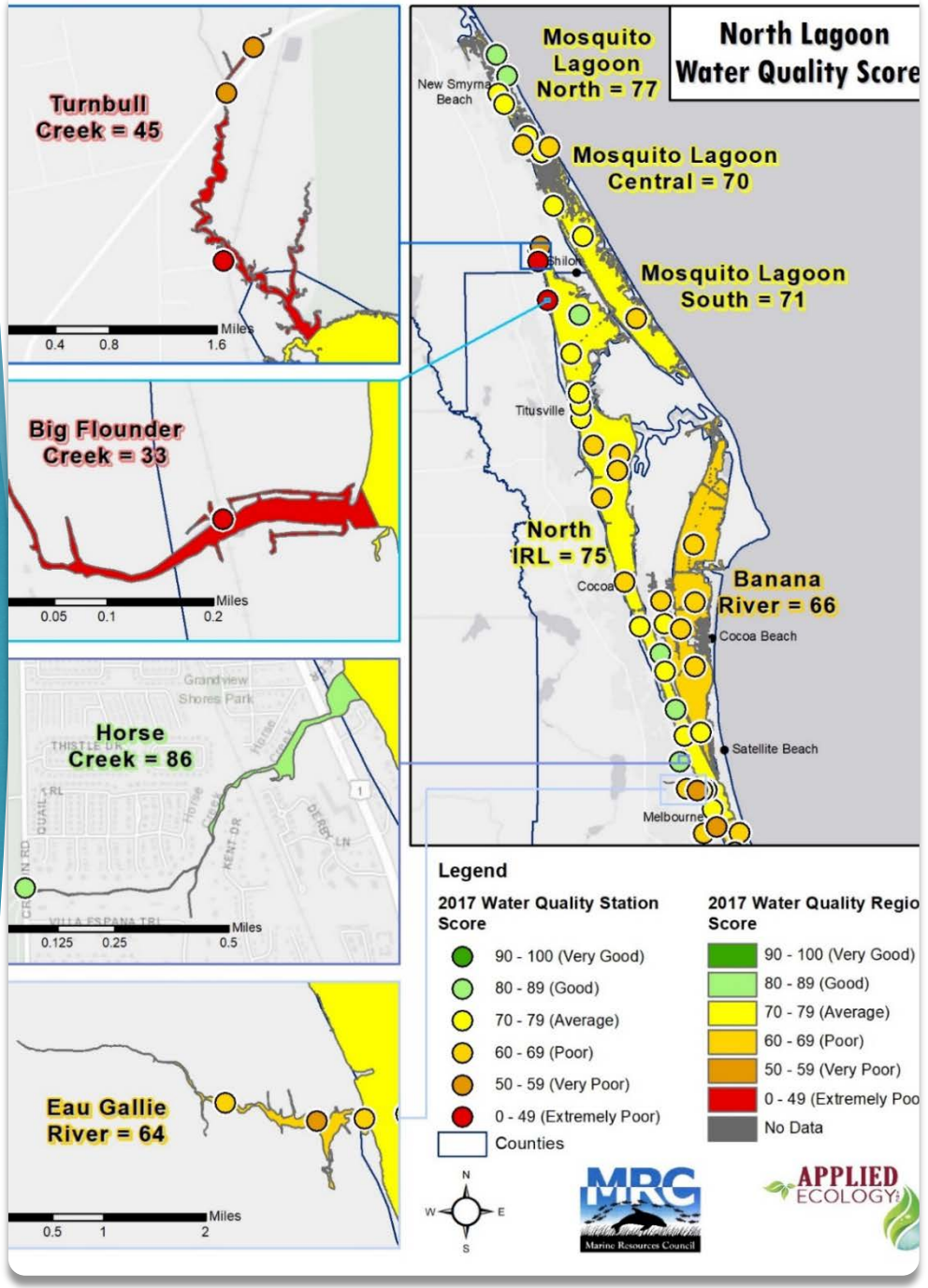
# Story map – SaveTheIRL.org

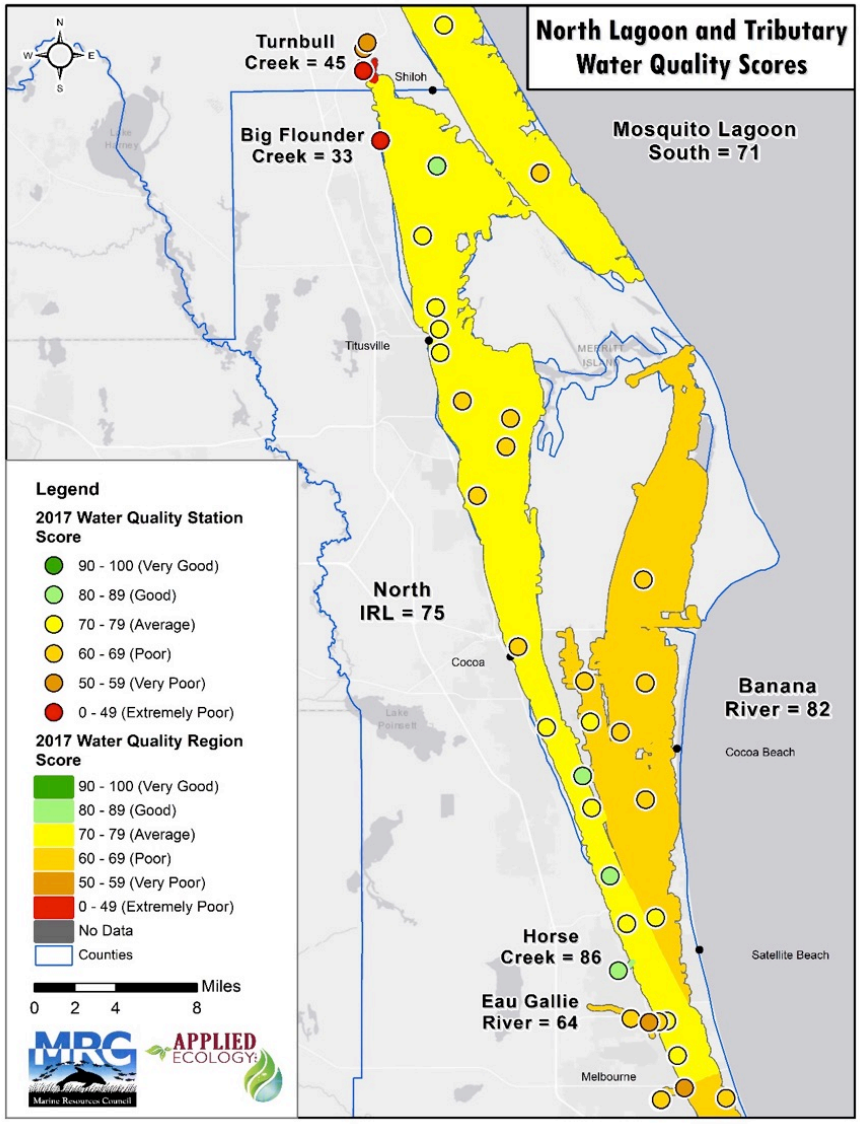


# Adding the Tributaries



# Connecting the landscape



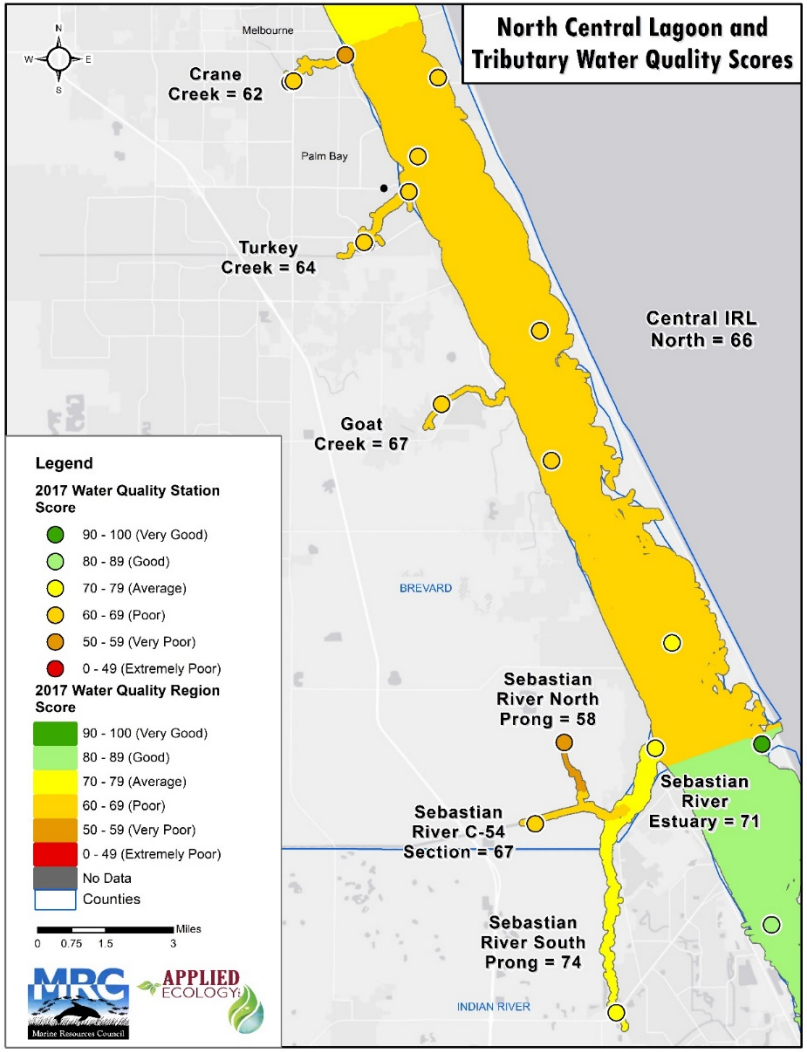



## North Lagoon Tributary Water Quality Grades

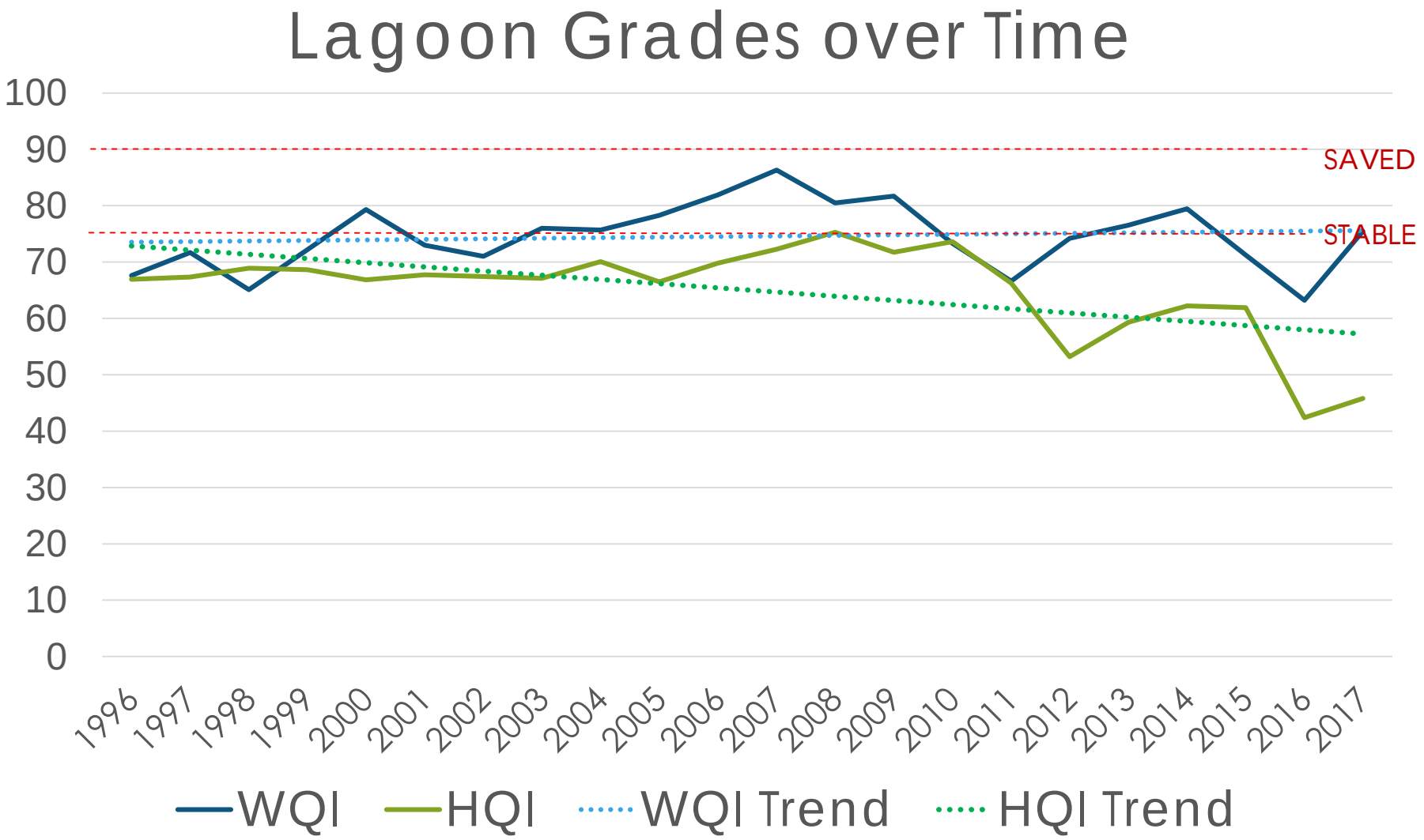
| Year | Turnbull Creek | Big Flounder | Horse Creek | Eau Gallie River |
|---|---|---|---|---|
| 1996 | | | | |
| 1997 | 60 | | 88 | |
| 1998 | 81 | | 82 | |
| 1999 | 40 | | 82 | |
| 2000 | 52 | | 85 | |
| 2001 | | | 77 | |
| 2002 | | | | |
| 2003 | 83 | | | |
| 2004 | 79 | | 78 | 67 |
| 2005 | 85 | | 84 | 68 |
| 2006 | 63 | 55 | 84 | 69 |
| 2007 | 64 | 46 | 85 | 72 |
| 2008 | 65 | 34 | 82 | 65 |
| 2009 | | | | |
| 2010 | 62 | 46 | 76 | 60 |
| 2011 | 44 | 26 | 57 | |
| 2012 | 34 | 23 | 66 | |
| 2013 | 48 | 24 | 70 | |
| 2014 | 69 | 42 | 78 | 67 |
| 2015 | 61 | 50 | 71 | 64 |
| 2016 | 38 | 18 | 80 | 66 |
| 2017 | 45 | 33 | 86 | 64 |

## Central Lagoon Tributary Water Quality Grades

| Year | Turkey Creek | Goat Creek | Sebastian Estuary | Sebastian North Prong | Sebastian South Prong | Sebastian C-54 Canal |
|---|---|---|---|---|---|---|
| 1996 | | | | | | |
| 1997 | | 74 | 66 | | | |
| 1998 | | 71 | 60 | | | |
| 1999 | | 71 | 58 | | | |
| 2000 | | 66 | 71 | | | |
| 2001 | | | 65 | | | |
| 2002 | | | 64 | | | |
| 2003 | | 73 | 68 | | | |
| 2004 | 67 | 71 | 61 | | | |
| 2005 | 68 | 72 | 57 | | | |
| 2006 | 72 | 73 | 69 | | | |
| 2007 | 75 | 74 | 68 | | | |
| 2008 | 68 | 66 | 67 | | | |
| 2009 | | | | | | |
| 2010 | 67 | 66 | 57 | | | |
| 2011 | 60 | 54 | 56 | | | |
| 2012 | 76 | 59 | 65 | 63 | | 57 |
| 2013 | 65 | 60 | 71 | 76 | | 71 |
| 2014 | 69 | 68 | 68 | 53 | 71 | 68 |
| 2015 | 70 | 58 | 68 | 66 | 67 | 61 |
| 2016 | 66 | 65 | 64 | 59 | 65 | 63 |
| 2017 | 64 | 67 | 71 | 58 | 74 | 67 |



# Is the Lagoon's Health Improving?



# Lagoon Castaway Camp

- July 13 - 17
- July 27 - 31
- Ages 8 - 12






# Thank you for your support!

## Questions?

Leesa Souto, Ph.D.
Leesa@mrcirl.org
321-725-7775

Cocoa Florida Liaison
Rev. Johnnie B. Dennis, Lifetime Member
3710 Catalina Drive | Cocoa, FL 32926 | (321) 240-4438

July 8, 2020

The Honorable Jake Williams. Jr.
Mayor of The City of Cocoa
and City Council Members
65 Stone St.
Cocoa, FL 32922

Re: Petition to Amend Resolution 2018-097

Dear Mayor Williams,

To have an effective Police Advisory Board, it must have subpoena powers and independent investigative authority. Recommendations are not enough. I am advocating for the most effective advisory board possible. Subpoena power strengthen the board. As of now, the City of Cocoa does not have an effective police oversight. The board has no power at all. The Cocoa Police Advisory Board should be able to review all complaints, not just the ones the chief decides to hand over. As an activist who wants a better relationship with our police and communities, an Advisory Board needs the power to help a police chief weed out bad cops.

I respectfully request that this petition is voted into resolution 2018-097.

Sincerely,
Rev. Johnnie B. Dennis, Lifetime Member
3710 Catalina Drive
Cocoa, FL 32926

Rev. Johnnie B. Dennis

EXHIBIT D: Statement from Councilmember Lorraine Koss

**From:** Lorraine Koss
**To:** Carie Shealy
**Subject:** RE: Statement from Council on 7/8/2020
**Date:** Saturday, July 11, 2020 3:21:18 PM
**Attachments:** image002.png

---

STATEMENT

For the record and in response to FB posts, I respect the administrators of the Cocoa Village Neighborhood Coalition. I respect Cocoa Main Street and believe it is an important non-profit that can achieve a great deal. You are smart people, well-spoken and write eloquently. We want your participation and feedback. For the good of Cocoa I hope you take a collaborative approach. My door will always be open to you.

As to the accusation that I have a secret agenda, this is not true. I have an agenda, it is my platform. It has been fairly consistent since I first started campaigning for office. There have even been several achievements. This job is much too difficult not to have goals or seek achievements for the city. I don't have development or real estate interests. I'm not trying to build my name for a business. The platform or goals I was elected on can be measured by their achievements for the good of Cocoa.

Lorraine Koss
Cocoa City Councilperson District 4
65 Stone Street
Cocoa, FL 32922
321-474-8445

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**From:** Carie Shealy <cshealy@cocoafl.org>
**Sent:** Friday, July 10, 2020 10:41 AM
**To:** Lorraine Koss <lkoss@cocoafl.org>
**Subject:** Statement from Council on 7/8/2020

Good morning,
Can you please send me your statement that you read into the record the other night for the minutes?

Thank you,

**Carie E. Shealy, MMC, MAA**
**City Clerk**
65 Stone St., Cocoa, FL 32922
(321) 433-8484 I cshealy@cocoafl.org




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# Legislation Details (With Text)

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|---|---|---|---|---|---|
| **File #:** | 20-443 | **Version:** | 1 | **Name:** | |
| **Type:** | Minutes | | | **Status:** | Minutes |
| **File created:** | 7/17/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Approve the Minutes for the City Manager Recruitment Meetings of July 14, 2020 and July 15, 2020, as written or with amendments. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 07-14-2020 Minutes.pdf<br>07-15-2020 Minutes.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2020
Agenda Date: August 12, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes for the City Manager Recruitment Meetings of July 14, 2020 and July 15, 2020, as written or with amendments.

## BACKGROUND:

N/A

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

**RECOMMENDED MOTION:**

Approve the Minutes for the City Manager Recruitment Meetings of July 14, 2020 and July 15, 2020, as written or with amendments.

**MINUTES**
**City of Cocoa**
**City Manager Candidate Meetings**

**July 14, 2020**

City Manager Candidate Meetings were held on Tuesday, July 14, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. **Opening Matters:**

Mayor Williams called the meeting to order at 5:34 p.m.

Chief Lamm provided the invocation and Deputy Mayor Goins led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

| | | |
|---|---|---|
| PRESENT: | Jake Williams, Jr. | Mayor |
| | James Goins | Deputy Mayor |
| | Don Boisvert | Councilmember |
| | Lorraine Koss | Councilmember |
| | Brenda Warner | Councilmember (arrived at 5:49 p.m.) |
| | Anthony Garganese | City Attorney |
| | Matt Fuhrer | Interim City Manager |
| | Carie Shealy | City Clerk |

OTHER STAFF MEMBERS PRESENT:

Lorne Stinnett, Human Resources Manager; Jack Walsh, Utilities Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Nancy Bunt, Community Services Director; Jason McCuen, Helpdesk Support Tech; and Rob Beach, Chief Technology Officer.

Mayor Williams explained the procedure of the meeting. Each member of City Council asked the same question of each candidate. Each candidate was present via GotoMeeting and/or the telephone.

The following questions were asked of each candidate:

Mayor Williams asked each candidate to take a second and explain your interest in Cocoa.

Deputy Mayor Goins: What is your ideal plan to spark growth and development in our most impoverished areas without displacing the current residents?

Councilmember Warner: How do you vision day #1, your first day, and what would be your plan for meeting and starting your relationship with your staff?

Councilmember Warner: Based on your knowledge of the City of Cocoa, what is your biggest concern about coming to work here? *(This question was asked only to Ms. Gardner, as Councilmember Warner was not aware the same question was being asked of all candidates)*

Councilmember Boisvert: What strengths do you bring that will contribute to meeting the expectations of this position?

Councilmember Koss: Do you have an example of where you have had to be courageous or advise/push your counsel to do the right thing or get something done?

Mayor Williams: What do you feel is the difference between a good manager and a good leader?

1. James Drumm began at 5:37 p.m. Ended at 6:10 p.m.

2. Caryn Gardner-Young, began at 6:13 p.m. Ended at 6:37 p.m.

3. James Gleason, began at 7:02 p.m. Ended at 7:25 p.m.

Mayor Williams thanked each candidate for taking the time to speak with them.

## II. ADJOURNMENT.

The meeting ended at 7:26 p.m.

_____

**Jake Williams, Jr., Mayor**

**ATTEST:**

_____

**Carie Shealy, MMC, City Clerk**

**MINUTES**
**City of Cocoa**
**City Manager Candidate Meetings**

**July 15, 2020**

City Manager Candidate Meetings were held on Tuesday, July 15, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. **Opening Matters:**

Mayor Williams called the meeting to order at 5:34 p.m.

The City Clerk took the roll.

| | | |
|---|---|---|
| PRESENT: | Jake Williams, Jr. | Mayor |
| | James Goins | Deputy Mayor |
| | Don Boisvert | Councilmember |
| | Lorraine Koss | Councilmember |
| | Brenda Warner | Councilmember |
| | Anthony Garganese | City Attorney (left at 6:07 p.m.) |
| | Matt Fuhrer | Interim City Manager |
| | Carie Shealy | City Clerk |

OTHER STAFF MEMBERS PRESENT:

Michael Cantaloupe, Chief of Police; Jack Walsh, Utilities Director; Bryant Smith, Public Works Director; Lorne Stinnett, HR Manager; Rebecca Bowman; and Mitch Lawyer, Technical Services Supervisor.

Mayor Williams explained the procedure of the meeting. Each member of City Council asked the same question of each candidate. Each candidate was present via GotoMeeting and/or the telephone.

The following questions were asked of each candidate:

Mayor Williams asked each candidate to take a second and explain your interest in Cocoa.

Deputy Mayor Goins: What is your ideal plan to spark growth and development in our most impoverished areas without displacing the current residents?

Councilmember Warner: How do you vision day #1, your first day, and what would be your plan for meeting and starting your relationship with your staff?

Councilmember Boisvert: What strengths do you bring that will contribute to meeting the expectations of this position?

Councilmember Koss: Do you have an example of where you have had to be courageous or advise/guide your counsel to be courageous?

Mayor Williams: What do you feel is the difference between a good manager and a good leader?

1. Keith Moffett: began at 5:33 p.m. Ended at 5:52 p.m.

2. Dan Porta: began at 6:07 p.m. Ended at 6:22 p.m.

Mayor Williams thanked each candidate for taking the time to speak with them.

Ms. Dona Higginbotham with the Mercer Group explained that each member of Council had a ranking sheet and asked them to rank the candidates from #1 to #5, with #1 being their top choice. The lowest three scorers will be brought back for final interview.

Councilmember Warner stated that she did not have three that she was willing to bring back and was not comfortable making a decision as to who the top three would be.

Councilmember Boisvert would like this to be opened back up as he found out that there were locals who were interested and would like to give them a chance to apply.

Councilmember Warner was surprised that there were not any locals on the first list when she knew that there was interest in the position. She feels that some did not apply because they thought that the Interim City Manager was applying.

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to open the process back up for ten days.**

**The motion was opened for discussion.**

Discussion was held on whether the process should be opened back up or not, the next step in the process, and timelines for when candidates would be brought to town.

**THE VOTE ON THE MOTION WAS:**

**AYES: Goins, Boisvert, Warner**

**NAYS: Williams, Koss**

**THE MOTION CARRIED (3-2)**

Ms. Higginbotham mentioned that she would reopen the posting tomorrow and it would run until the 26th of July. She would then being to interview candidates that meet the minimum requirements and would present those to Council. The same process would happen with these new candidates.

## II. ADJOURNMENT.

The meeting ended at 6:44 p.m.

_____

**Jake Williams, Jr., Mayor**

**ATTEST:**

_____

**Carie Shealy, MMC, City Clerk**

# Legislation Details (With Text)

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| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Approve the Minutes for the ERP Software Workshop of July 15, 2020, as written or with amendments. | | | | |
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| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 07-15-2020 Notes ADA.pdf<br>EXHIBIT A- ERP Council Presentation.pdf | | | | |

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# CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2020
Agenda Date: August 12, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes for the ERP Software Workshop of July 15, 2020, as written or with amendments.

## BACKGROUND:

N/A

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

**RECOMMENDED MOTION:**

Approve the Minutes for the ERP Software Workshop of July 15, 2020, as written or with amendments.



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**MINUTES**
**City of Cocoa**
**City Council Workshop: ERP Software Overview**

**July 15, 2020**

A City Council Workshop was held on Wednesday, July 15, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

## I. Opening Matters:

Mayor Williams called the workshop to order at 3:05 p.m.

The City Clerk took the roll.

| | | |
|---|---|---|
| PRESENT: | Jake Williams, Jr. | Mayor |
| | James Goins | Deputy Mayor (attended via phone) |
| | Don Boisvert | Councilmember |
| | Lorraine Koss | Councilmember |
| | Brenda Warner | Councilmember |
| | Anthony Garganese | City Attorney |
| | Matt Fuhrer | Interim City Manager |
| | Carie Shealy | City Clerk |

OTHER STAFF MEMBERS PRESENT:

Rebecca Bowman, Finance Director; Rob Beach, Chief Technology Officer; and Mitch Lawyer, Technical Services Supervisor.

## II. ITEM(S) TO BE DISCUSSED:

### 1. Enterprise Resource Planning (ERP) Software Overview by Mike Earley with Info Tech Research Group

Interim City Manager Fuhrer provided a background of the reasoning behind the workshop and touched on why this workshop was being held. He advised that the idea is to provide information to Council so that they are informed as an agenda item will be brought before them at the next meeting related to a task order that would see this project through procurement of a software vendor. He mentioned that to date, the City operates with a centralized software system that contains financials primarily, along with other software that

can draw data and put information into it. It was procured in 1992 with very little or no upgrades since.

We have had to switch to electronic services for various areas in the City and all of these types of interactions are also occurring on our side. With the current software it does not speak the same language of that of current software.

He explained in furtherance the state of the City's software and mentioned that we have brought in Info Tech to further assist the City in evaluating software options and to move into the next phase. They identified ten mega processes and it helped staff identify where we are at today and what we use it for.

Going into the next phase is what will come before Council which is procuring a software and there is a lot that goes into it in order to make sure that it is the right thing for the City and that it will work for us as well. He noted that the process was lengthier than a normal RFP because these companies actually come in and show the City that their software will work for us.

This is an investment and will take a tremendous amount of staff time. It is a very complex process with a large amount of dedicated staff time to ensure it is done correctly.

He introduced Mike Earley with Info Tech Consulting Services. Mr. Earley provided a presentation[1] that included an overview of the software, the current state of city's software, and what this process would involve.

Councilmember Warner wanted to ensure that employees had the tools necessary to work from home if needed. Mr. Beach assured her that those measures are already in place.

Mr. Earley explained the timeline of this process due to a question posed by Councilmember Koss, as she pointed out that this process began in 2017 and by the time it is completed there may be other needs.

Discussion was held on the amount of money that has been spent on this as well.
Interim City Manager Fuhrer assured Council that a more careful approach was taken to make sure that the software the City needs was chosen. He added that a new software would create efficiency and reduce errors.

[1] EXHIBIT A: ERP Strategy & Selection Overview Presentation

## III. ADJOURNMENT.

**The Workshop adjourned at 4:56 p.m.**

_____

**Jake Williams, Jr., Mayor**

**ATTEST:**

_____

**Carie Shealy, MMC, City Clerk**

EXHIBIT A: ERP Strategy & Selection Overview

INFO~TECH
CONSULTING SERVICES

# ERP Strategy & Selection

## Overview for Council

July 15, 2020

COCOA
FLORIDA

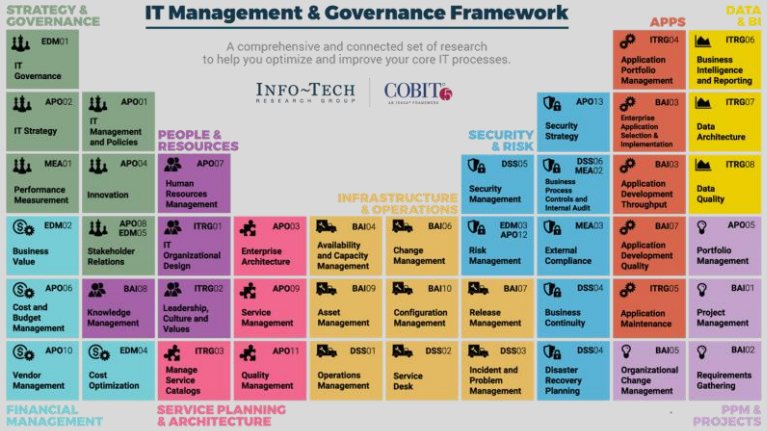


# Agenda Items

- About Info-Tech Research Group
- Understanding Enterprise Resource Planning (ERP)
- Current State at the City of Cocoa
- ERP Strategy – Summary
- The Path Forward
- Implementation Considerations
- Questions

# About Info-Tech Research Group

Info-Tech Research Group produces unbiased and highly relevant research to help leaders make strategic, timely, and well-informed decisions. We partner closely with your teams to provide everything they need, from actionable tools to analyst guidance, ensuring they deliver measurable results for the organization




INFO-TECH RESEARCH GROUP

## Dramatically Outperform Your Peers

### Drive Measurable Results

Our world-class leadership team is continually focused on building disruptive research and products that drive measurable results and save money

### Better Research Than Anyone

Our team of experts is composed of the optimal mix of former CIOs, CISOs, PMOs, and other IT leaders, IT and management consultants, as well as academic researchers and statisticians

### Leverage Industry Best Practices

We enable over 30,000 members to share their insights and best practices that you can use by having direct access to over 100 analysts as an extension of your team

# INFO-TECH CONSULTING SERVICES

**Big Firm Experience. Small Firm Agility.**

## The Info-Tech Consulting Edge:

## Trust Us to Get IT Done

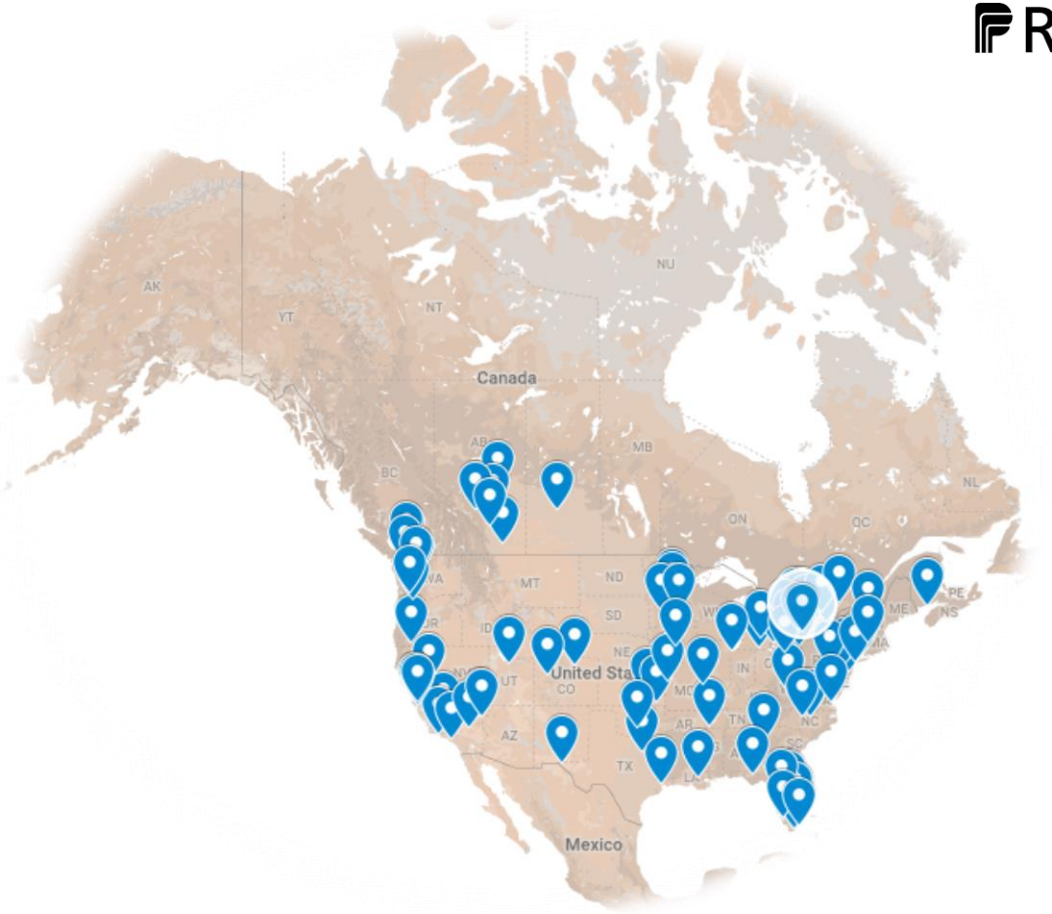
**Powered by pedigree, enabled by experience, and backed by best-in-class research, Info-Tech Consulting Services gets IT done – and we get it done fast.**

- ✓ Quick and effective delivery
- ✓ Tangible solutions
- ✓ Accelerated results
- ✓ Strategic advice backed by deep, relevant research
- ✓ Leaders with Big 4 experience
- ✓ World-class strategies with nimble execution

- ✓ Tactical explorations to extract an organization's unique power
- ✓ Collaborative interviews
- ✓ Fresh perspectives
- ✓ Insights that get to the heart of the issue
- ✓ Outcomes that drive business value

# Local Government Clients

Info-Tech has been actively working with many municipal clients across Canada and the United States for over a decade. Info-Tech's work with CIOs and their management has been across a wide range of IT areas such as Strategy, ERP/HRIS Selection, Organizational Review, IT Security & Compliance.




Region of Peel
Working for you

MILTON

Niagara Region
Building Community. Building Lives.

City of Saskatoon

THE CITY OF Waterloo

BRAMPTON
brampton.ca Flower City

TORONTO

THE CITY OF VICTORIA

DURHAM REGION

Government of Northwest Territories / Gouvernement des Territoires du Nord-Ouest

Dakota County

westvancouver

City of Fayetteville North Carolina

Wright County MINNESOTA

COUNTY OF TULARE CALIFORNIA

# Understanding ERP

# Our Perspective

## Think beyond ERP functionality. Consider how vendors will satisfy your organizational support needs and culture.

***ERP projects were never easy, but they are only getting more complex**, with a consolidating market, blended on-premises and cloud environments, and diverse customer expectations for what an ERP solution should include.*

***Now that the market is mature, more and more ERP functionality is deemed to be table stakes**. Vendors now choose to differentiate themselves with deployment models, unique licensing structures, and robust support offerings.*

***Much of the selection and implementation process comes down to having a comprehensive understanding of the range and depth of internal capability needs**. Business needs can speak to the extensibility of a solution where depth is its ability to satisfy industry-specific or unique requirements.*

***It is crucial to make the right decision**; missing the mark on an ERP initiative will have a direct impact on the business' bottom line. It doesn't have to be easy to be manageable. Info-Tech provides the necessary tools to prepare, select, and begin to deploy ERP.*

**Samuel Leese**
*Senior Consulting Analyst, Enterprise Applications*
*Info-Tech Research Group*

# Understand ERP in the context of your organization

## What is it?

Enterprise resource planning (ERP) provides a technology-enabled layer spanning the entire operation of a business.

## What does it do?

ERP extends across an organization, providing interoperability of process and function through workflow and intelligence.

## Why does it matter?

ERP can be ***the*** single source of truth for an organization, combining operational and financial data to inform leaders to make better decisions.




## ERP USE CASES

### Product-Centric

Suitable for organizations that manufacture, assemble, distribute, or manage material goods.

### Service-Centric

Suitable for organizations that provide and manage field services and/or professional services

### Government

Tier 1 are Suitable for Federal and Provincial/State Gov’ts while Tier2 are suitable for Municipal Gov’ts.

# Public Sector ERPs

**Tier I Government ERPs** support large, mostly federal, government agencies. These vendors support the nuances of government accounting, HR, and procurement. Oracle Public Cloud, SAP and CompuServe's PRISM are considered Tier I with Infor and CGI's Momentum close behind.

**Tier II Government ERPs** focus mostly on state and local governments with some federal installations. Tyler Technologies, CentralSquare and UNIT4 fall in this category. However, with growth in cloud solutions and subscription services, several Tier 1 ERPs are becoming affordable at the local level. (Workday, Oracle Cloud). Additionally, some vendors are utilizing and tailoring their mid-market solutions for the local government space (SAP Business by Design).

# The ERP market

## Where It's Going

**Customizable Cloud:** Software-as-a-Service in multitenant environments offers a hands-off value proposition, but increasingly customers are looking to customize their instances beyond the capability offered through configurability.

**Best-of-Breed Consolidation:** ERP vendors are continuing to consolidate functionality to increase interoperability and increase ease of integration. The market is rife with acquisitions and mergers, making the strong players even stronger.

**Client Experience:** While most vendors now offer products that will meet the wide gamut of ERP business requirements, vendors are now paying extra attention to the client experience from partnership perspective.

### Info-Tech **Insight**

Evaluating the ERP vendor landscape is becoming increasingly difficult as the playing field evens out in terms of functionality offerings. As such, it is becoming increasingly important to more meticulously evaluate vendors themselves as part of the selection process. This is especially important in ERP projects, as they tend to be multi-year in nature and result in long-term vendor partnerships.

With the increasing adoption of SaaS for ERP, we are seeing a growing interest in integration of third-party products. The era of the comprehensive ERP is coming to an end as companies start connecting products to produce a custom solution

# Types of ERP solution options

**IT leaders typically compare on-premises ERP options with Software as a Service (SaaS) or Cloud ERP, but there are actually four different deployment scenarios.**

## 1. On Premises

- **The traditional model for ERP deployment.**
- Upfront licensing term plus annual maintenance/ support fee.
- Requires local server, database, and authentication.
- Good support for industry modules.
- Customizable.

## 3. Proprietary Cloud

- **ERP vendor hosts an instance of the ERP system in its own data center.**
- Patches may or may not be applied automatically.
- Monthly per-user or traditional billing.
- Otherwise, as with on premises.

## 4. White-Label Cloud

- **ERP VAR or reseller hosts an instance of the ERP system** in its own data center or in a public cloud provider's (e.g. Azure, Amazon EC2).
- Otherwise, as with proprietary cloud.

## 2. SaaS

- **Common model for cloud ERP.**
- All users share a single instance.
- Patches and updates are applied automatically.
- Monthly per-user fee (subscription).
- Poor industry support.
- Configurable but not customizable.

**Info-Tech Insight**

Cloud may apply in other ways to the ERP implementation. Most vendors offer specific ERP services delivered via the cloud. For example, some vendors offer Customer Relationship Management (CRM), project management, and payroll self-service as cloud-based options to augment on-premises ERP solutions.

# Build a well-balanced cross-functional core team to see the project through

**Have a cross-departmental team define goals and objectives in order to significantly increase ERP success and improve communication.**

- Hold a meeting with Finance, Operations, and IT stakeholders. The overall objective of the meeting is to confirm that all parties agree on the goals and metrics that gauge success of the ERP project.
- The kick-off process will significantly improve internal communications. Invite all impacted internal groups to work as a team to address any significant issues before the application process is formally activated.
- Set up a quarterly review process to understand changing needs. This will change the way the ERP system will be utilized.

> *"Each individual should understand at least one business area and have a hand in another."*

– Mark Earley
Director, Consulting
Info-Tech Research Group

**Info-Tech Insight**

An ERP selection and implementation requires more than just a procurement team. The core ERP project team should be a cross-functional business team.

# Current State



# Activity to Date

- **April 2017 – ERP Needs Assessment & Gap Report (EMA)**

  External consulting firm performed an analysis of the existing ERP solution (SunGard NaviLine ERP) to identify issues, gaps and opportunities.
  Summary report identified that the existing solution was not feasible for the long term, nor functionally rich enough to expand with modern needs.

  Since the EMA report, SunGard was acquired by CentralSquare Technologies and the NaviLine product is no longer being upgraded or enhanced.

- **July 2019 – ERP Strategy & Roadmap Workshop (Info-Tech)**

  Conducted a four-day comprehensive workshop with a cross-functional team of City staff focused on:
  - Understanding the Current & Future State
  - Aligning the ERP strategy with City goals/objectives
  - Defining the ERP Operating Model and business process priorities
  - Building a roadmap and set of key recommendations

# Alignment of ERP Strategy

| City Objectives | ERP Benefits |
|---|---|
| • Quality customer service delivered in an efficient manner<br>• Conduct business with our citizens more seamlessly in real time<br>• Improve communications internally and externally<br>• Real time data accuracy and effective reporting<br>• Integration of data processes using GIS<br>• Ensuring compliancy | • Single integrated solution provides access to real time data – One Source of Truth<br>• Modern solutions provide easy Integration with distributed systems<br>• Streamline process through best practice based processes i.e.,<br>◦ Hiring<br>◦ Payroll<br>◦ Purchasing<br>◦ Budget<br>• Speed of entering and retrieving data through efficient transactions<br>• Online customer/constituent access to information driven by real-time ERP data |
| • Improve interacting with multiple systems and improve communication internally | • Gives us a foundation to build a live interface and work together<br>• Opens the door to work with other municipalities and our own departments |
| • Integration of processes;<br>• Sharing Information and<br>• Impact of Other people; | • Providing Services to internal and external Customer<br>• Reduce duplication of effort<br>• Simplify processes (best practice)<br>• People who Own Applications - know what their system capabilities |

# Understanding the Current State

**During the workshop, 5 questions were discussed**.

1. What are the main drivers for selecting a new ERP system?
   - Efficiency
   - Functionality
   - Dependability
   - Scalability
   - User Friendly
   - Accessibility

2. Which functions are you receiving the most complaints about?
   - Lack of real time data
   - Reporting capabilities
   - Redundant efforts to extract data

3. Which functions are you seeking to automate or improve with a new ERP system
   - Reporting
   - Workflow
   - Asset management, permitting, billing
   - Any existing manual or duplicated processes

4. What kinds of results do you expect to see as a consequence of implementing your ERP Solution?
   - Self-sufficient depts to get info they need
   - Utilize data analytics to prioritize program delivery
   - Customer Data  Management
   - Prioritization and Resource Management
   - Streamlining of dept processes
   - Customer Engagement

5. What do you see as the scope and duration of the project?
   - 2 – 3 Years
   - Financial Management
   - HR Management
   - Project Management
   - Asset Management
   - Planning & Budgeting
   - Customer Service
   - Billing
   - GIS Integration
   - Reporting & Analytics

# Workshop Key Findings

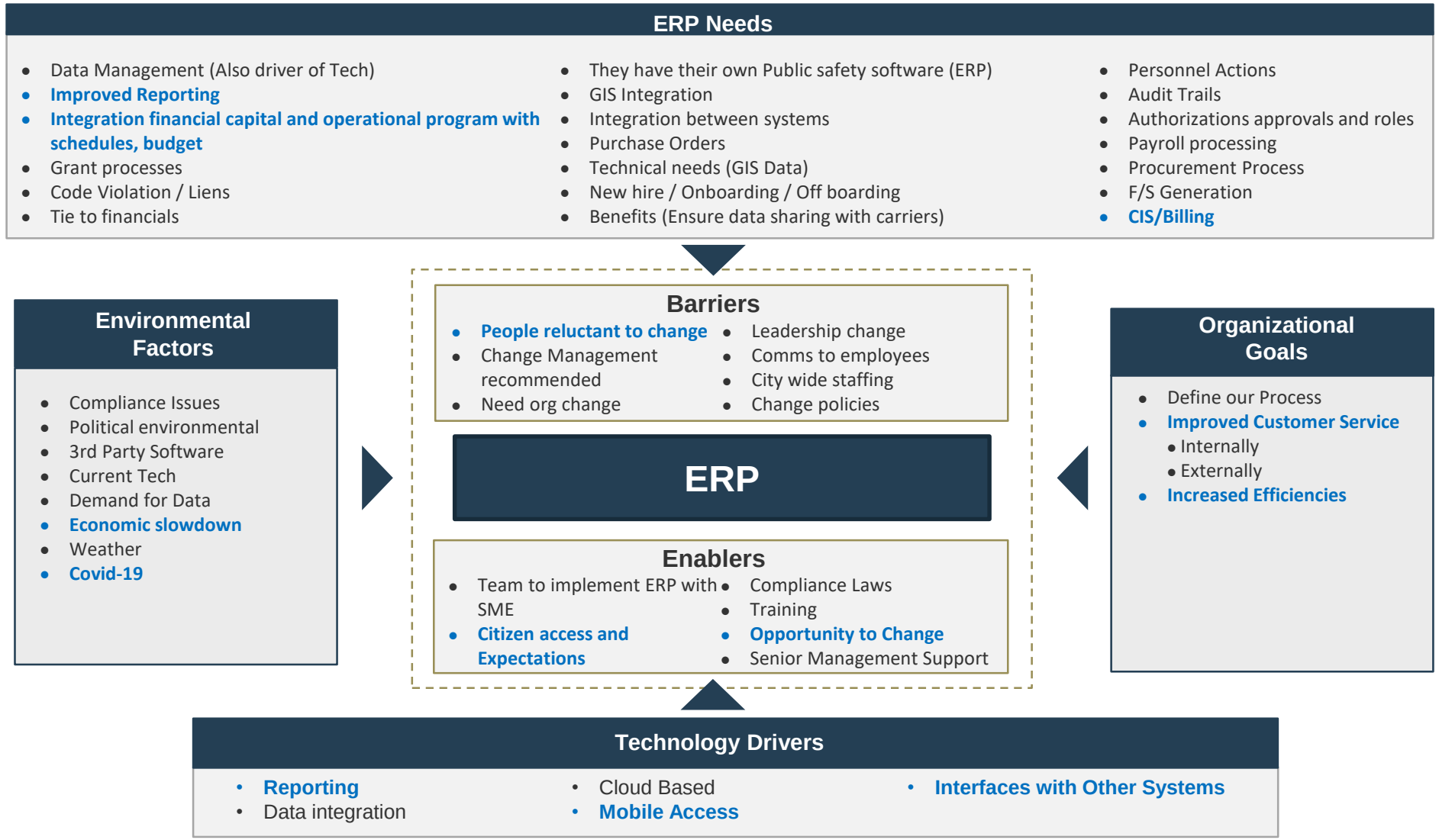
- Older ERP solution – near end of life
- Solution has changed ownership multiple times – lack of effective and consistent support as well as ongoing development
- AS/400 platform – old technology, not suited to modern systems
- Many manual processes
- Organizational support to improvement – platform, processes
- Duplication of processes across departments
- Data challenges
- Lack of data availability and ease of presentation / consumption (reporting capability)
- Utilities services regional area including and around City of Cocoa (over 200 sq. miles)
- Lack of GIS integration & overall integration

# Key Recommendations

- Business process review and documentation
- Document ‘Business Scenarios’ attached to ‘Mega Processes’
- Develop Project Plan (Schedule, etc.) for ERP Selection
- Develop RFQ for Initial Vendor Identification
- Communicate vision / process / approach
- Ensure City / Management Commitment
- Determine Resourcing
  - Professional Services Assistance
  - Functional SMEs – Full-Time Commitment
  - Backfill Functional Delivery Roles during Selection / Implementation
- Develop Organizational Change Management Strategy
- Develop Data Management Strategy

# ERP Strategy - Summary

# ERP Strategy Model



# Operating Model – what is it?

**An operating model** is a framework that drives operating decisions. It helps to set the parameters for the scope of ERP and the mega-processes that will be supported. The operating model will serve to group core operational processes into larger mega-processes. These groupings represent a set of interrelated, consecutive processes aimed at generating a common output.

## Mega-Process Characteristics

- The highest-level processes within an organization.
- End-to-end processes with no or few integration points to other mega-processes.
- After identifying mega-processes, prioritize against the following criteria:

  **Strategically important –** These are considered processes that are integral to accomplishing the organizations strategy.

  **High degree of competency required –** How well a mega-process delivers on its mandate.

# ERP Operating Model



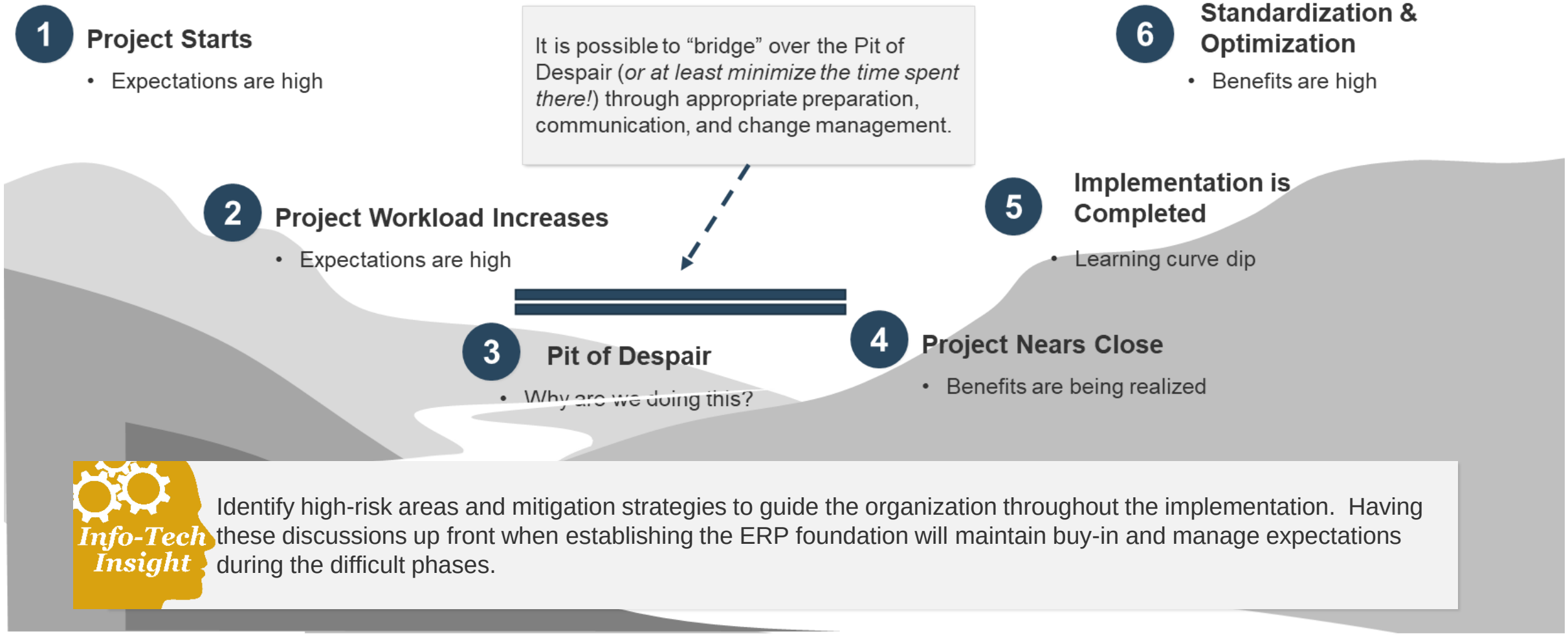
# Prioritized ERP Processes

Establishing an order of importance can impact vendor selection and implementation roadmap; high priority areas are critical for ERP success.



# Navigate the ERP implementation experience to manage expectations during the difficult phases

## The Peaks and Valleys of an ERP Project




Info-Tech Insight

Identify high-risk areas and mitigation strategies to guide the organization throughout the implementation. Having these discussions up front when establishing the ERP foundation will maintain buy-in and manage expectations during the difficult phases.

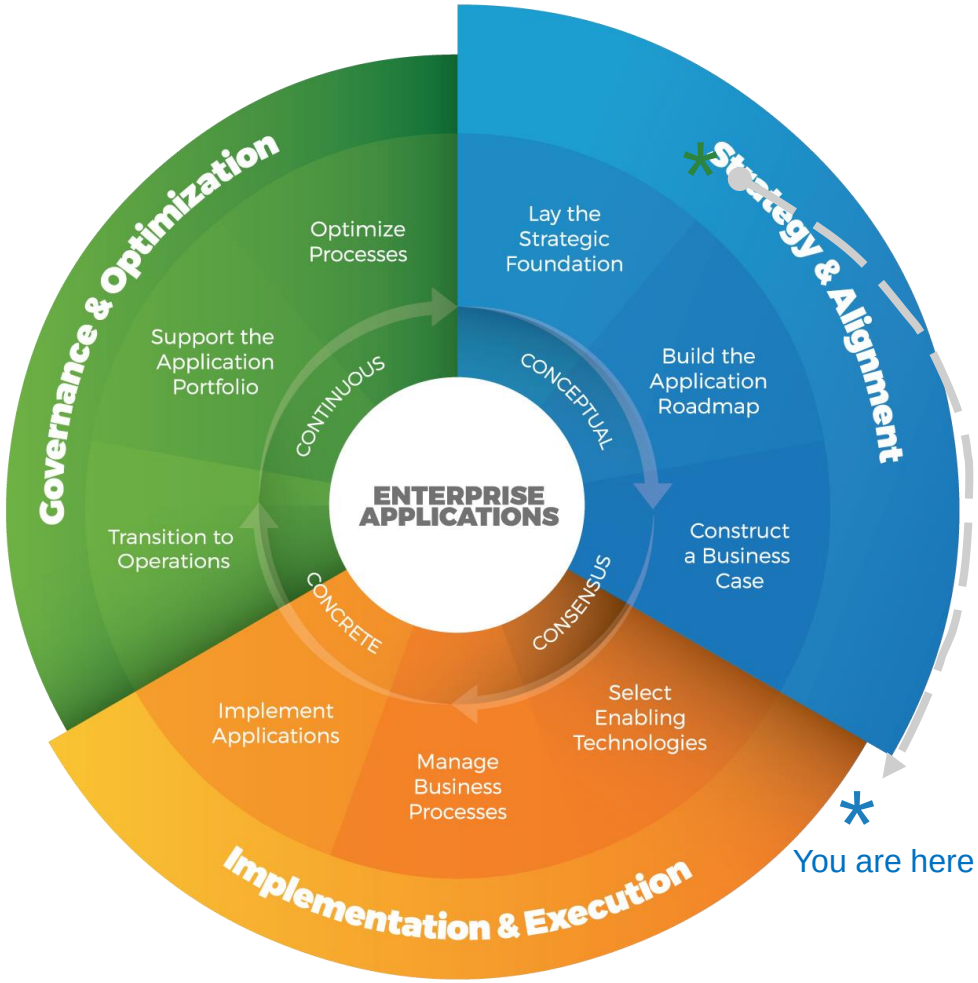
# Identify Potential Project Pitfalls / Risks and Mitigation Strategies

| Risk | Impact | Likelihood | Mitigation Effort |
|---|---|---|---|
| Availability of funding | H | H | Grants, other funding sources, |
| Staff turnover | H | H | Succession planning; Hire additional people; Outside consultants |
| Current ERP system not effective | H | L | Manual processes, speed up replacement project |
| System cannot handle complexity of utility billing | H | M | Implement “Best of Breed” approach – find a utility billing application<br>Proper RFP defining requirements – effective selection process |
| **Change in political, economic environments** | H | M | **Put on your seat belt** |
| System does not perform as promised | H | M | Due diligence on process redesign, contract negotiation, solution / implementor selection |
| **Low Buy-In on new solution** | M | M | **Communications, Explanations / expectations on delivery dates / delivery content / impact** |
| Commitment to Training | H | M | Develop / Implement training strategy |
| **Low acceptance of process changes** | H | M | **Develop / Implement Organization Change Management processes** |
| Data is not good | H | M | Develop Data Strategy |
| Processes not mapped out accurately | H | L | Perform Business Process Redesign in advance of project – Accept solution process flows as ‘Best practices’ |
| **Competing organizational priorities** | H | H | **Strong Management direction; Strong project sponsor** |
| Data Security | H | M | Enhance data security strategy |

# The Path Forward



# Info-Tech's Approach



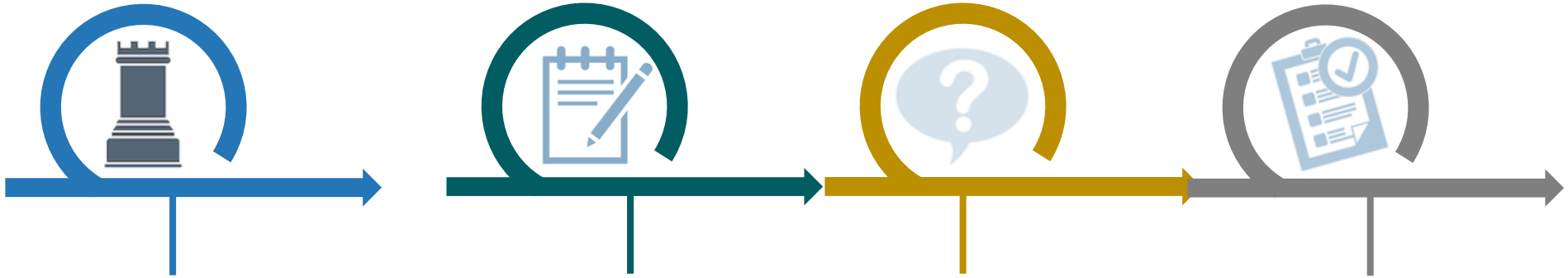

***Success begins with a solid foundation.** ERP is an ongoing organization-wide initiative as everyone struggles to leverage functionality and maximize the benefits of the investment. A stakeholder aligned blueprint and operating model sets your program up for success.

***A structured approach to selection and implementation** ensures you get the right ERP system in place. A consensus-based decision and framework for business process mgmt. and implementation ensures you effectively execute the ERP program.

**Info-Tech's 4C Approach:**

**Conceptual** – start by framing the current state and thoroughly understanding the need
**Consensus** – obtain buy in for the strategy and take a structured approach to selection
**Concrete** – build a business blueprint for implementation of systems and processes
**Continuous** – monitor the performance of systems and processes

# Selection Framework



## Strategize

**Activities:**
Determine Enterprise Applications Strategy

- Understand the Current state
- Align ERP strategy with County's strategy/goals
- Identify and prioritize mega-processes and capabilities
- Define the Operating Model
- Identify and prioritize mega-processes and capabilities
- Define guiding principles

**Deliverables:**
- Executive summary of initiative
- Operating Model

Completed

## Elicit

**Activities**
Determine RFP Requirements

- Conduct interviews with stakeholders to identify critical solution requirements (functional, technical, implementation, support)
- Develop Vendor landscape for pre-qualification

**Deliverables:**
- Solution Requirements
- Vendor Landscape

## Solicit, Field & Review

**Activities:**
Field RFP Activity and prepare Demo Scripts

- Develop RFP document and evaluation scorecard
- Distribute RFP to qualified vendors
- Field RFP Activity
- Develop Demo Scripts
- Review and evaluate responses to create short list.

**Deliverables:**
- RFP Documentation
- Evaluation Methodology
- Vendor Demo Scripts

## Prepare & Evaluate

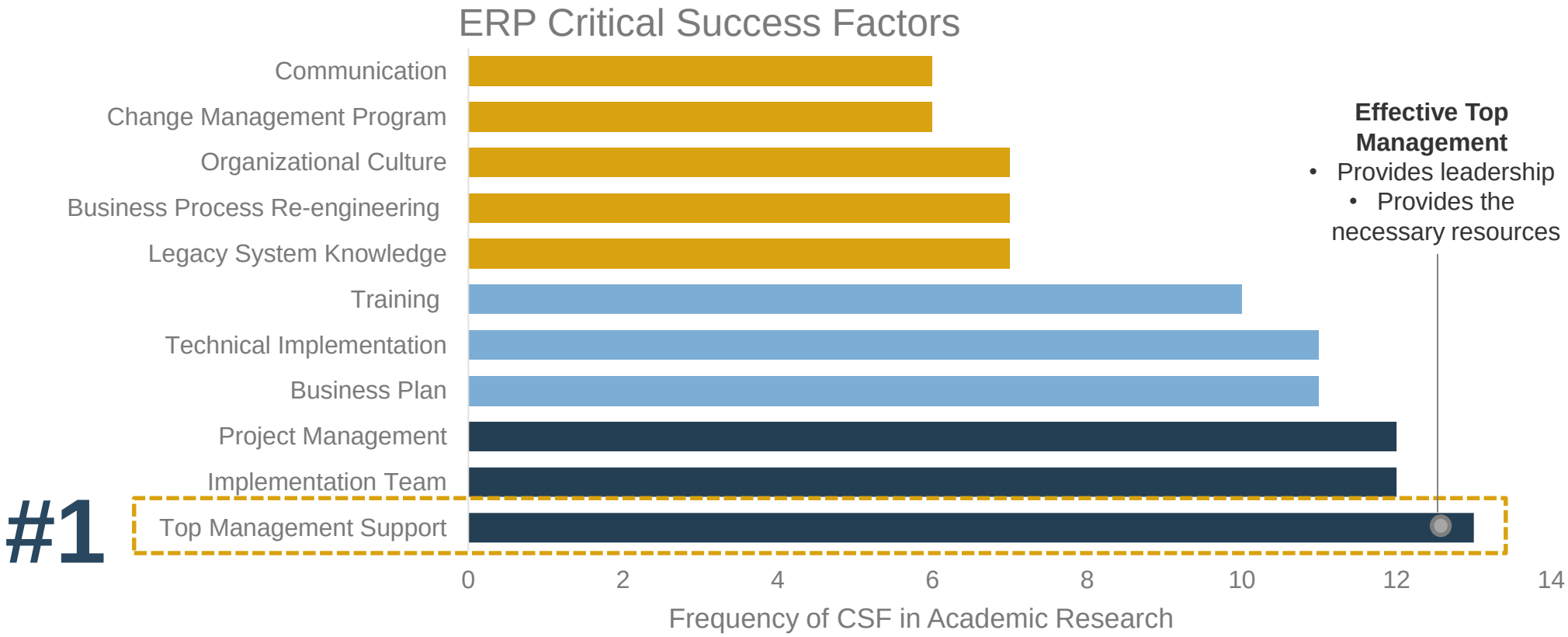
**Activities:**
Allow time for vendors to prepare demonstrations, finalize demonstration logistics

- Facilitate solution demonstrations following script
- Score vendor demonstrations
- Gather input from various stakeholders and subject matter experts.
- Prepare best fit recommendation

**Deliverables:**
- Solution Demonstrations
- Best Fit Recommendation

# Management support is the biggest critical success factor for ERP implementations

Effective top management support comes from **establishing a steering committee** that is **highly committed** and **dedicated** to the ERP project. This team needs to have representation from across the organization to build the case for ERP and oversee the implementation.




Source: Critical Success Factors of ERP Implementations - An Analysis

# Implementation Considerations

# Understand the unique *external* resource considerations for your ERP implementation

Organizations almost never have sufficient internal staffing to resource an ERP implementation project entirely themselves. Consider the options for closing the gap in internal resource availability.

**The most common project resourcing structures for ERP projects are:**

Your own staff +

A. **Management Consultant**
B. **Vendor Consultant**
C. **System Integrator**

**Consider:**

- Availability of in-house implementation competencies and resources
- Timeline and cost constraints
- Integration environment complexity

**Externally Resourced Roles:**

- **Project Manager** – a full time dedicated, experienced PM is a 'must' for success.
- **Organizational Change Manager** – a dedicated OCM professional can be the difference in user adoption and uptake of new solution.

## CONSIDER THE FOLLOWING

### Internal vs. External Roles & Responsibilities

**Clearly delineate between internal and external team responsibilities and accountabilities** and communicate this to your technology partner up-front.

### Internal vs. External Accountabilities

**Accountability is different from responsibility.** Your vendor or SI partner may be responsible for completing certain tasks throughout the implementation, but **be careful not to outsource accountability for the ERP implementation** – ultimately, the internal project team will be accountable for its success or failure.

# Implementation – Common Pitfalls to Avoid

| Pitfall | Issue | Mitigation |
|---|---|---|
| 1: Failure to Properly Plan | The larger the project, the more unlikely it is to deliver on time, on budget, and to scope. Setting unrealistic goals and timelines in the early stages of planning can yield disastrous results | Use the Plan/Analyze phase to prepare a robust estimate for the implementation, with reasonable contingency built into account for inevitable unforeseen issues. Your SI will likely have a methodology or tool for estimating the project. Work with the SI to validate and confirm the assumptions that are driving the output. |
| 2: Premature Commitment | It is unwise to commit to a software product or systems integrator too early. Unless you have performed extensive due diligence, you are absolutely clear on scope, and confident in the product and SI's capability to deliver, do not overcommit yourself. | Info-Tech encourages a time and materials contract with your SI for the Plan/Analyze phase to ensure that the work can be completed in full. The minimum results should be:<br>• Complete set of requirements.<br>• High-level solutioning.<br>• Understanding of scope.<br>• Cost/timeline estimate for implementation |
| 3: Passing up an Opportunity for Real Business Process Transformation | Don't 'pave the cow path'. Efficiencies are found in process improvement and change. | Reengineer your business processes to the native functionalities and "out-of-the-box" configurations of the system unless this is impossible (for reasons such as adherence to regulatory compliance). |

# Implementation – Common Pitfalls to Avoid

| Pitfall | Issue | Sample Mitigation |
|---|---|---|
| 4: Deviation from Guiding Principles | Though guiding principles for the project should have been established amongst the project executives in the Plan/Analyze phase (or even prior to it in some cases), | Ensure the guiding principles are communicated and well understood by the entire project team. If need be, print them, hang them, engrave them on a plaque, and hang it in the lunchroom! |
| 5: Failure to Manage Scope Creep | Scope creep is typically defined as allowing or agreeing to additional work requests that were not part of the original project plan or objectives. | Zealously guard against unplanned changes to your signed-off requirements and project scope. Schedule and host a routine Change Request meeting at which these changes can be scrutinized and evaluated for their impact to schedule and budget, and any risk they may introduce to the project |
| 6: Insufficient Testing | Too often, when schedules get tight, the number of test cycles and the time allocated to them is an area where projects look to take shortcuts. As a result, the software is rolled out too quickly without validating that the product works the way it was intended to. | Create test scenarios that reflect real-world situations and experiences and use these during Test phase. The business should be heavily involved in defining and signing off on the inventory of scenarios and scripts that will be executed to ensure no critical functions have been omitted from the scope of testing |

# Implementation – Common Pitfalls to Avoid

| Pitfall | Issue | Sample Mitigation |
|---|---|---|
| 7: Failure to Effectively Transition from Implementation to Operation | Go-live is only the first step in the system lifecycle. Full benefit realization requires ongoing investment and learning to be sustained. Unless processes and training are updated and advancing on an on-going basis, benefits gained will start to decrease over time. | The first step is to plan for post-deployment sustainment (maintenance and optimization) early in the implementation (as early as Design or Build).<br>Iron out the procedures to be followed for new releases and upgrades, accounting for the implementation, testing, communication, and training components associated with these efforts. |

# Questions?



# Thank You!


INFO~TECH RESEARCH GROUP

**Mark Earley**
Director Consulting, Enterprise Applications

mearley@infotech.com
1 888 670 8889 ext. 3371
345 Ridout Street N, London ON N6A 2N8 Canada


COCOA FLORIDA



# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-501 | **Version:** | 1 | **Name:** | |
| **Type:** | Minutes | | | **Status:** | Minutes |
| **File created:** | 8/3/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Approve the Minutes for the Special City Council Meeting of June 30, 2020, as written or with amendments. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 06-30-2020 Minutes ADA.pdf<br>Exhibit A - E-comments from Jeri Blanco and Nancy Furbish.pdf<br>Exhibit B - Email from HCVMS.pdf<br>Exhibit C - E-comments from Elliott Zimmerman and Donna Olavarria.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: August 3, 2020
Agenda Date: August 12, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes for the Special City Council Meeting of June 30, 2020, as written or with amendments..

## BACKGROUND:

N/A

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

**RECOMMENDED MOTION:**

Approve the Minutes for the Special City Council Meeting of June 30, 2020, as written or with amendments.

# Minutes
# City of Cocoa
## Special City Council Meeting

# June 30, 2020

A Special City Council meeting was held on Tuesday, June 30, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

**I. Opening Matters:**

Mayor Williams called the meeting to order at 5:03 p.m.

Chief Lamm provided the invocation and Deputy Mayor Goins led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The Assistant City Clerk took the roll.

| | | |
|---|---|---|
| PRESENT: | Jake Williams, Jr. | Mayor |
| | James Goins | Deputy Mayor |
| | Don Boisvert | Councilmember |
| | Lorraine Koss | Councilmember |
| | Brenda Warner | Councilmember |
| | Anthony Garganese | City Attorney |
| | Matt Fuhrer | Interim City Manager |
| | Monica Arsenault | Assistant City Clerk |

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Nancy Bunt, Community Services Director; Katie Ennis, Deputy Utilities Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Samantha Senger, Assistant to the City Manager/PR Specialist; Leshawn Hinton, Helpdesk Support Tech; and Rebecca Bowman, Finance Director.

**II. Items to be Discussed:**

1. Mercer Group Review of Semi-Finalist Recommendations for City Manager

Ms. Dona Higginbottom, Mercer Group, pointed out that she had distributed a candidate packet to each Councilmember. She shared that sixty-three (63) applications were submitted and three additional applications were submitted after the deadline. She mentioned that she has interviewed a third of the applicants. She explained that there is a list of 8 finalists and asked Council to rank them 1-8 as they see fit on the last page of their packet. Ms. Higginbottom further explained the interview process, and explained the various ways Council could hold interviews.

A brief discussion was held regarding how many people Council would like to have interviewed. Mayor Williams stated that he would like to bring in four candidates to interview. Councilmember Boisvert noted that he would like to bring in the top three candidates. Councilmember Koss added that she would like to interview four candidates and Deputy Mayor Goins suggested interviewing four or five candidates so there is more of a variety to select from. Councilmember Warner shared that she would like to hold virtual interviews with four or five candidates and fly in the top three to interview in person as the City has to pay for their travel.

2. City Council Selection of Finalists to Interview

Ms. Higginbottom collected the tallied lists from Council and stated the top five ranked candidates in alphabetical order are as follows:

1. Mr. Drumm
2. Ms. Gardner-Young
3. Mr. Gleason
4. Mr. Moffit
5. Mr. Porta

Ms. Sam Senger, Public Relations Specialist/Assistant to the City Manager, read e-comments from the following into the record[1]:

- Jeri Blanco, 1354 Stetson Dr., Cocoa
- Nancy Furbish, 3201 Nottingham Ln., Cocoa

Councilmember Koss expressed that when recruiting for a position such as this, it is not uncommon for an individual outside of the box to be selected. She added that she did not ask for Ms. Riggs to be added to the list but she knows her work

[1] Exhibit A: E-Comments from Jeri Blanco & Nancy Furbish

ethic and commitment and would support her in any position. She also added that she wished people would at least be open to hearing from Ms. Riggs first before sabotaging her.

Additionally, she addressed Cocoa Main Street's concerns that they submitted via email[2] and expressed that although we are in the middle of a pandemic we need a leader now more than ever. She explained that Interim City Manager Fuhrer is a fine leader and she hopes he will stay on as Assistant City Manager.

Mayor Williams agreed with Councilmember Koss and expressed that he is proud of Ms. Riggs because she is a woman, because she is from our community, and because she had the nerve to apply although she didn't have City Manager experience. He considers her a friend and is appalled at the ridiculousness of the situation.

Councilmember Boisvert expressed that he feels that Interim City Manager Fuhrer would have been the best candidate for the position and feels he should have been selected.

Deputy Mayor Goins added that Interim City Manager Fuhrer was given the opportunity to apply for the position and he respectfully pulled his name from the list. He feels that this decision is between him and his family and this was not a choice that Council made for him.

Deputy Mayor Goins and Mayor Williams inquired who the applicants are that submitted their applications late. In response, Ms. Higginbottom explained that she did not bring that information with her.

Councilmember Warner asked City Attorney Garganese if the City could entertain late submittals. In response, City Attorney Garganese explained that Council has already set up a recruitment process and may want to consider following it, however they do have the discretion to allow applicants after the deadline. He suggested that if Council decided to do that they should consider opening up the opportunity to anyone wishing to apply and create a timeframe to do so.

Deputy Mayor Goins explained that he would only like to know those names to see their qualifications as they may be more qualified than the finalists in front of them.

Councilmember Warner added that she would like Council to follow through with the candidates they currently have, interview their selections, and then at that

[2] Exhibit B: Email from HCVMS

time if they don't feel any of them are a good fit they can take into consideration other candidates.

3. Review Next Steps in Recruitment Process

Deputy Mayor Goins pointed out that he would like the public to be involved as much as possible. In response, Councilmember Warner noted that in the past, the City has used Facebook Live so members of the public can watch and participate.

Ms. Higginbottom agreed with Councilmember Warner and stated that Facebook Live has worked very well in her experience and is definitely a possibility.

To address a concern posed by Councilmember Boisvert regarding travel due to Covid-19, Ms. Higginbottom shared that she had a candidate from Georgia that was selected ultimately for the position in South Florida and they had no issues regarding traveling, however they did have a small issue finding a hotel.

City Attorney Garganese asked Ms. Higginbottom to clarify whether she will be providing base line questions to Council to use in the interviews. In response, Ms. Higginbottom stated yes and advised that although Council is not obligated to use her questions, it is in the best interest of Council to ask each candidate the same questions.

Councilmember Warner pointed out that there was an individual that she thought may have been a good fit for the community but did not see his name on the list. She asked Ms. Higginbottom if she could send her an email with information regarding Mr. Stanley Hawthorne and if she could explain why he did not make the finalists list.

4. Approval of Resolution No. 2020-172

Interim City Manager Fuhrer explained that due to the rise in the number of cases, staff has been looking at ways to further protect employees and citizens. Two resolutions have been provided to Council and he feels they should discuss how they would like to move forward.

Councilmember Koss shared that at the Brevard County meeting they are not mandating masks, but they are strongly encouraging them. They are also leaving the decision up to businesses as to whether they will require a mask upon entry or not.

Ms. Senger read e-comments[3] from:

- Elliott Zimmerman, 3414 N. Indian River Dr., Cocoa
- Donna Olavarria, 2515 MacFarland Dr., Cocoa

Councilmember Koss expressed that she would like Cocoa to have a higher standard of safety. She noted that she is not a fan of wearing a mask herself, but feels it is the best way to protect people right now. She discussed an idea of a City of Cocoa Coronavirus Pledge to show that we are taking safety seriously.

Mayor Williams expressed that he does not believe in making people wear masks but he does agree with strongly encouraging it or recommending it.

Chief Lamm provided a brief update regarding the number of cases in Cocoa. He pointed out that the data is a moving target and is changing daily.

Councilmember Warner shared that she feels that the City's efforts would be better spent trying to encourage citizens to do the right thing and wear a mask. She added that the City might be able to make it fun by launching a social media campaign and possibly setting up a contest of sorts to see who can get creative and make or wear the most fashionable mask.

City Attorney Garganese shared that he has not yet done an in-depth analysis on the mandate of wearing a mask, however he mentioned constitutional challenges among others that could arise.

* **MOTION by Councilmember Koss; SECONDED by Councilmember Warner, to approve Resolution No. 2020-172, urging the public to wear masks.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

5. City of Cocoa Workplace Mask/Face Covering Policy

Interim City Manager Fuhrer explained that Council received a copy of the City's policy and this is to provide safety to employees while they are at work and to also set an example for the community. He expressed that the intent of the policy

[3] Exhibit C: E-comments from Elliott Zimmerman & Donna Olavarria

is to do everything possible to protect ourselves. He added that he is seeking Council's direction on the approval of the policy.

* **MOTION by Councilmember Boisvert; SECONDED by Deputy Mayor Goins, to approve the City of Cocoa Workplace Mask/Face Covering Policy.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

Mayor Williams inquired about any policies regarding breaks for employees that are working outside in the heat. In response, Ms. Gemmati shared that they are allowed to take breaks to sit in their vehicles to run the A/C and cool off, they are provided Gatorade and they also receive heat exhaustion training.

Interim City Manager Fuhrer provided an update regarding public events. He noted that City Attorney Garganese was able to obtain a hold harmless waiver and pointed out that there are several events coming up and asked for input from Council.

Ms. Senger shared that a committee was assembled to address these issues and they felt it may be best to postpone these events since the number of coronavirus cases are rising. She added this can be revisited in a month to see where the numbers are.

Chief Lamm pointed out that two hundred and ninety tests were administered at the test site last Friday at Byrd Plaza.

## III. Adjournment

* **MOTION by Councilmember Boisvert; SECONDED by Councilmember Koss, to adjourn the Special Council Meeting of June 30, 2020.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

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

**The meeting was adjourned at 6:14 p.m.**

_____

**Jake Williams, Jr., Mayor**

**ATTEST:**

_____

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

**From:** Samantha Senger
**To:** Monica Arsenault
**Subject:** FW: New eComment for City Council - Special Meeting
**Date:** Monday, August 03, 2020 11:38:52 AM
**Attachments:** image002.png

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**Samantha Senger, APR, APIO**
**Assistant to the City Manager and**
**Public Relations Specialist**
65 Stone St., Cocoa, FL 32922
(321) 433-8685 I ssenger@cocoafl.org





Stay Connected: www.CocoaFL.org

**From:** noreply@granicusideas.com <noreply@granicusideas.com>
**Sent:** Monday, June 29, 2020 10:30 AM
**To:** Samantha Senger <ssenger@cocoafl.org>
**Subject:** New eComment for City Council - Special Meeting


EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!


SpeakUp

# New eComment for City Council - Special Meeting

Jeri Blanco submitted a new eComment.

Meeting: City Council - Special Meeting

Item: 2. City Council selection of Finalists to Interview

eComment: Good evening City Council members, This is in reference to the review selection process for the new city manager for the City of Cocoa. I am appalled that out of the 68 applicants that were received by the consultant group that these 8 finalist were considered the top candidates. This list includes an applicant with no experience or qualifications for the position. There were individuals that were far more qualified than Mrs. Jennifer Riggs that are not on this finalist list. The fact that Mrs. Riggs was even considered is a concern. She is the former campaign manager for Councilwoman Koss, who will be involved in the voting process for the City Manger's position. This should be considered a conflict of interest and Mrs. Riggs should be removed from the list. At the cost of approximately 14 thousand tax payer dollars I ask that the council have the consultant group go back and review the 68 applicants again and bring back to

council a revised short list. Our city council-manager from of government requires a city manager with a strong background in municipal or county management experience. This list as it stands falls short of what the citizens of Cocoa deserves. Thank you for your time, Jeri Blanco Cocoa, FL 32922

View and Analyze eComments

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**From:** Samantha Senger
**To:** Monica Arsenault
**Subject:** FW: New eComment for City Council - Special Meeting=0ASpecial Meeting
**Date:** Monday, August 03, 2020 11:38:24 AM
**Attachments:** image002.png

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**Samantha Senger, APR, APIO**
**Assistant to the City Manager and**
**Public Relations Specialist**
65 Stone St., Cocoa, FL 32922
(321) 433-8685 I ssenger@cocoafl.org





Stay Connected: www.CocoaFL.org

**From:** noreply@granicusideas.com <noreply@granicusideas.com>
**Sent:** Tuesday, June 30, 2020 4:40 PM
**To:** Samantha Senger <ssenger@cocoafl.org>
**Subject:** New eComment for City Council - Special Meeting=0ASpecial Meeting


EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!


SpeakUp

# New eComment for City Council - Special Meeting Special Meeting

Guest User submitted a new eComment.

Meeting: City Council - Special Meeting Special Meeting

Item: 1. Mercer Group Review of Semi-Finalist Recommendations for City Manager

eComment: I am not impressed with the finalists for the city manager position. I am especially shocked that there is someone on the short list that has no pertinent experience. With the problems caused by the pandemic, I believe that this us not a good time to search for a candidate. Matt should stay on as Interim City Manager. He is experienced, knows our city, and I am disappointed that is not interested in applying for the City Manager position. Since I likely won't be able to make the meeting to express my opinion, would you please pass this along. Thank you so much. Stay safe. Nancy Furbish

View and Analyze eComments

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6/29/2020

Directed to Cocoa City Council for the Special Meeting to be held 6/30/2020

On Friday May 15, 2020, the City of Cocoa put out a position posting to recruit a New City Manager. In that posting, managed by Mercer Group, Inc., a candidate would need to have the following measurable, in addition to other unmeasurable, qualifications to be considered for the position:

- The selected candidate should possess 3-5 years of demonstrated relevant municipal or county management experience.
- A Bachelor's Degree is required but Master's degree is preferred from an accredited college or university with a focus in public administration, management or related field.
- Cocoa City Council expects the successful candidate to be a member in good standing or eligible for membership with the International City/County Management Association.
- Working knowledge of finance, budgeting and funding
- Coastal and disaster experience a plus
- Knowledge of Public Utilities
- Understanding of land use and zoning principles
- Demonstrated knowledge and experience with Economic Development
- Demonstrated knowledge and experience with infrastructure
- Community Involvement

Of the short list of eight (8) candidates presented by Mercer Group, Inc. on June 23rd, 2020, very few stand out as being uniquely qualified for the position. One candidate stands out as being uniquely unqualified for the position and this can't help but bring into question the integrity of the process.

One of the candidates has never served in any municipal or county management capacity. While she does possess a Master's degree, it is not in public administration, but in conflict management. While this in and of itself is not necessarily an issue, generally if a candidate does not have the required education then an experience in-lieu-of is considered, which this candidate does not have. This candidate is not a member of the ICMA-CA and does not have the qualifications to become a full member at this time, though could apply for associate membership. Not having ever worked in a city or county government, she cannot have working finance, budgeting and funding of a city government experience; knowledge of seeing a city through a costal disaster; any knowledge of public utility systems; understanding of land use and zoning principles. Nor could she have demonstrated knowledge and experience with Economic Development or city infrastructure. The one measurable that she does have is community involvement during which time she worked on the campaign to elect one of the city council who would be deciding on her employment. This speaks to a conflict of interest of the highest magnitude.

**The whole process and the company hired to do the recruiting and screening is highly questionable when someone who is so unqualified has made the short list of eight candidates out of 63 applicants who applied.**

*Historic Cocoa Village Main Street maintains the position that now is not the right time to be seeking a City Manager. We are in the middle of a global pandemic, annual budget process and hurricane season. It has been shown through this search that the quality of candidates Cocoa would seek to have as its next City Manager are not available at this time. It is our position that the City would be best served by maintaining interim City Manager Matt Furhur in his current position until after the budget process and hurricane season have concluded and hopefully there is some calming down of the COVID-19 crisis. What we need right now is stability and continuity, not upheaval.*

**If the council chooses to go ahead with the search, we strongly suggest you take a hard look into the process by which the candidates were brought forth. From an outside perspective, it looks highly suspect.**

Respectfully,

Emma Kirkpatrick
HCVMS President
And the 2020 HCVMS Board of Directors

**From:** Elliott Zimmerman
**To:** Carie Shealy
**Cc:** Lorraine Koss; "Elliott Zimmerman"
**Subject:** City of Cocoa approach to COVID
**Date:** Tuesday, June 30, 2020 10:08:00 AM

**EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!**

Ms. Shealy,

Would you please read my message below at tonight's meeting and make it part of the public record.

Thank you.

Elliott Zimmerman
3212 Westchester Drive
Cocoa, Florida 32926
(321) 632-8861

---

**From:** Lorraine Koss [mailto:lkoss@cocoafl.org]
**Sent:** Tuesday, June 30, 2020 9:35 AM
**To:** Elliott Zimmerman <ezcpa@cfl.rr.com>
**Subject:** RE: City of Cocoa approach to COVID

Mr. Zimmerman,

Thank you for reaching out to me. You are absolutely right that the most basic thing we can do right now is to wear masks. I've been promoting this and am having staff bring a resolution to the meeting this evening. So that your voice can be heard please forward this message to the City Clerk (cshealy@cocoafl.org) and ask her to read it tonight to make it part of the public record.

Sincerely,

Lorraine Koss
Cocoa City Councilperson District 4
65 Stone Street
Cocoa, FL 32922
321-474-8445

**From:** Elliott Zimmerman <ezcpa@cfl.rr.com>
**Sent:** Friday, June 19, 2020 4:26 PM
**To:** Lorraine Koss <lkoss@cocoafl.org>
**Cc:** 'Elliott Zimmerman' <ezcpa@cfl.rr.com>
**Subject:** City of Cocoa approach to COVID

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Ms. Kloss,

Governor DeSantis has ceded responsibility for a science based response to the pandemic to local government. He said that any requirement to use masks in public spaces rests with local government. I urge you to sponsor a requirement for everyone to be required to wear a face covering in all public spaces within the city limits of Cocoa.

Cocoa has been especially hard hit by this crisis, particularly zip code 32922. I have stopped going the Chase Bank in Cocoa Village. And, have stopped shopping at Harvey's and Walgreens on Clearlake, among others in zip code 32922, the most cases in Brevard County. Please, for the safety of our citizens, take the advice of the professionals and require the use of masks.

Thanks and stay safe.

Elliott Zimmerman
3212 Westchester Drive
Cocoa, Florida 32926
(321) 632-8861

PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

**From:** Donna Olavarria
**To:** Carie Shealy
**Subject:** Mask Wearing in Cocoa, FL
**Date:** Tuesday, June 30, 2020 1:27:56 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Dear Ms. Schealy:
It is requested that the following be read into the record at tonight's counsel meeting regarding the wearing of masks by citizens and visitors while in our community. Thank you.

Having family in the restaurant business myself, I appreciated this restaurant owner's point of view. Thank you to the City of Cocoa leadership for taking this into consideration.

> Masks in restaurants from a restaurant's POV. You don't want to wear a mask. Ok. I don't blame you. I don't either. That's why we set it up so you only have to wear it for the five seconds between the host stand and your table, and during your trip(s) to the bathroom. Still have a problem?
>
> Consider this. It was indescribably difficult for our restaurant to survive the shutdown. It devastated our savings and permanently eroded consumer confidence in dining out. Now we finally have a chance to open, and all the relevant governing bodies instruct us to require a mask for admittance. Still have a problem?
>
> Please also be aware that it's also our staff preference. Why? First, if there is a case of COVID traced back to our restaurant, we have to test all staff and close (again) for an indeterminate amount of days. This puts an at-risk operation at even graver risk. Every day and every dollar counts more than I can describe.
>
> Second, the employees you see in the restaurant right now opted to come back of their own volition. With sky high unemployment benefits to compete with, we have worked hard to build a workplace they want to come back to—one that offers fair compensation, above-average safety protocols and most of all, management and ownership that has their best interest in mind. When you see a restaurant employee at work, it is usually because of some degree of loyalty or respect for the ownership, as well as faith in the safety measures they have put in place. These things took a great deal of time, effort and personal care to build.
>
> I now know that demonstrating love for my team is the most important part of my job. More than ever, I recognize how hard I have to fight for them. If you are infected (either symptomatically or asymptomatically), you put THEM at risk, first and foremost. After all, they're the ones that pick up your dishes. Your glassware. Your napkins. They're the ones that clean the bathrooms after you use them.
>
> DO NOT disrespect them. On top of the terrifying work environment they have returned to, the new challenge of arguing with guests about masks is hurtful and unnecessarily punitive. Walking past a half dozen signs saying masks are required and then acting surprised about it —even when we offer to give you one at our cost—is inexcusable. And berating a host does not make you a patriot or a constitutional scholar. It makes you a bully, and it affirms the

growing realization that the customer isn't always right.

You may question the lawfulness of Executive Orders. It's your prerogative. But one thing you can't question is that as a guest, our safety is in your hands. A mask increases that safety. It doesn't guarantee it, but it makes your visit more safe for us. It's that simple.

I have put my entire being into my restaurants. It is my life's work. Do not—DO NOT—DARE to put it and our loyal team members at risk unnecessarily. When you do so, you disrespect my family and the life we've built. Not to mention the livelihood (and possibly lives) of the people we employ. Bottom line: we're trying to survive. Your concern about wearing a mask for mere seconds pales in comparison to what's at stake.

--
Donna Olavarria
2515 MacFarland Drive
Cocoa, FL  32922
(407) 247-2651
oladonna@gmail.com

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-490 | **Version:** | 1 | **Name:** | |
| **Type:** | Awards/Presentations | | | **Status:** | Agenda Ready |
| **File created:** | 7/31/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Presentation by Bart Gaetjens with FPL. (Mayor Williams) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | | | | | |

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



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# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-433 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | Consent Agenda |
| **File created:** | 7/15/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Approve Task Order 2020-14 with Carollo Engineering, Inc. (Carollo) for Sellers WRF Biosolids Master Plan, Project No. WS19BS; To Approve a Resolution Amending the FY2020 Budget, BAF#20-090-T. (Utilities Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | TO-CAROLLO 2020-14 $167104 PW-CP.pdf<br>2020.07.17_TO14_COC Jerry Sellers WRF Biosolids Evaluation Project.pdf<br>AGREEMENT.pdf<br>Budget Resolution - T.O. 2020-14 (ADA).docx<br>BAF 20-090 -UT-4055-Project WS19BS (8-12-20) Agenda 20-0433.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 15, 2020
Agenda Date: August 12, 2020
Prepared By: Katherine Ennis, P.E., Utilities Deputy Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2020-14 with Carollo Engineering, Inc. (Carollo) for Sellers WRF Biosolids Master Plan, Project No. WS19BS; To Approve a Resolution Amending the FY2020 Budget, BAF#20-090-T.

## BACKGROUND:

The City of Cocoa currently manages our biosolids at the Jerry Sellers WRF via land application of Class B biosolids. The solids processing system, which was installed in the early 1990s, consists of a gravity thickener, two aerobic digesters, two solids feed pumps, two belt filter presses, solids loading screw conveyors, and a polymer feed system. Dewatered biosolids are hauled off-site by a third party and land applied. Recently the regulations pertaining to solids management have been reevaluated and updated by the state. Due to updates in the regulations and the age of the current system the Utilities Department would like to create a Biosolids Master Plan for the Sellers WRF.

Task Order 2020-14 will assist the City in developing a Biosolids Master Plan to include review of existing reports, documents, and permits, a reliability assessment to include review of existing processes, equipment capacities, condition and operation, evaluation of alternate strategies and

technologies for the management of the biosolids, and analysis and recommendations for a long-term biosolids management strategy.

The total cost of this task order is $167,104 and we currently have $100,000 budgeted in Account No. 421-4055-536.63-00, WS19BS; therefore, a budget transfer is necessary. Funds in the amount of $67,104 will be transferred from Account No. 421-4055-536.63-00, WS19FM to cover the total cost of the project

Staff recommends approval of Task Order 2020-14 with Carollo Engineering, Inc.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

| | |
|---|---|
| Budgeted | Yes, but insufficient |
| If not budgeted, is amendment/transfer attached? | Yes, BAF #20-090-T |
| Amount: | $67,104 |
| Account Number: | 421-4055-536.63-00, WS19BS |
| Account Name: | Infrastructure |
| Source of Funds: | 421-4055-536.63-00, WS19FM |
| Total Amount Requested: | $167,104 WS19BS |

## PREVIOUS ACTION:

None

## RECOMMENDED MOTION:

To Approve Task Order 2020-14 with Carollo Engineering, Inc. (Carollo) for Sellers WRF Biosolids Master Plan, Project No. WS19BS; To Approve a Resolution Amending the FY2020 Budget, BAF#20-090-T.

# Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8712426&GUID=BF9EAF96-8A49-4006-89E0-1FD7FF9BFEA2* is a secure document that has been embedded in this document. Double click the pushpin to view.



TASK ORDER NO. 2020-14

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the City of Cocoa (OWNER) and accepted by Carollo Engineers, Inc. (CONSULTANT) pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 24th day of July 2018.

## A. PROJECT DESCRIPTION

The purpose of this Work Assignment is to develop an OWNER biosolids master plan to assist the City of Cocoa with identifying biosolids management strategies for the Jerry Sellers Water Reclamation Facility (WRF).

The CONSULTANT will review existing reports, documents, and permits, as well as interview appropriate personnel to assist in developing alternate strategies for the management of the OWNER's biosolids. Site visits will also be included to better understand existing equipment capacities, condition and operation. Recommendations will be made based on workshops, OWNER feedback, and analyses.

## B. SCOPE OF WORK

The following tasks define the scope of services that the CONSULTANT will perform for the biosolids master planning effort.

### TASK 1 – PROJECT MANAGEMENT

The CONSULTANT will administer this project as the prime and will be responsible for the project administration, coordination of sub consultants, and invoicing to the OWNER. The CONSULTANT's project manager will make staffing assignments, review work progress, coordinate quality assurance and review procedures, and communicate with the OWNER during the project. The CONSULTANT's project manager will manage the budget, schedule, and invoicing, as well as coordinate and facilitate meetings.

The CONSULTANT will also perform quality assurance and quality control (QA/QC) on all deliverables to ensure they meet standards and requirements for submission to the OWNER. All QA/QC will be performed by a Quality Manager assigned to the project.

#### ***Task 1 Deliverables***

- Project invoices
- Project progress reports

## TASK 2 – KICKOFF MEETING AND PRELIMINARY REVIEW

The CONSULTANT will prepare, coordinate, and facilitate a kickoff meeting to go over the following items:

1. Review the project scope and schedule.
2. Outline the OWNER's goals and objectives.
3. Document existing operations and issues from the OWNER.
4. Develop a list of initial data requirements.
5. Coordinate site visits.

The kickoff meeting will also act as an initial workshop to discuss potential readily available technologies and define the most appropriate alternatives to be further evaluated for implementation by the OWNER. A summary detailing the discussion, decisions made, and action items will be provided to the OWNER within a week after the meeting.

***Task 2 Deliverables***

- Kickoff meeting agenda (hardcopy, PDF format)
- Kickoff meeting summary including the list of required data (PDF format)

## TASK 3 – REVIEW EXISTING DATA, REPORTS, AND AVAILABLE INFORMATION

The CONSULTANT will review existing available data provided by the OWNER such as reports, studies, current permits, and any other pertinent information as deemed necessary to complete this project.

The CONSULTANT will review and utilize the provided data to develop a short-term and long-term plan for biosolids quantities, facility requirements, capacities, and management strategies.

Additionally, the CONSULTANT will review state and federal regulations and emerging issues that could potentially impact future biosolids and residuals use and disposal. Regulatory agencies considered will include the Florida Department of Environmental Protection (FDEP) and the federal Environmental Protection Agency (EPA). The CONSULTANT will track regulatory information resulting from the FDEP Technical Advisory Committee's recommendations and include this information in a summary.

Pretreatment regulations will also be reviewed to assess if there are any impacts to biosolids quality.

***Task 3 Deliverables***

- Summary of regulatory information and drivers impacting biosolids process (PDF format)

## TASK 4 – DEVELOPMENT OF PROJECT GOALS AND EVALUATION CRITERIA

The CONSULTANT will prepare an evaluation methodology for the development of planning level cost and non-cost criteria to be used in the evaluation for implementation of potential alternatives.

The evaluation approach and recommended criteria will be discussed during a half-day workshop and revised with input from the OWNER's staff.

This task will be executed by implementing the following subtasks.

## Task 4.1 – Biosolids Technologies Screening Criteria Evaluation

The CONSULTANT will perform a technology screening exercise and a preliminary evaluation of potential and practical biosolids management processes to identify viable treatment alternatives that the OWNER should consider to meet the biosolids treatment requirements of the future. This task will build on previous tasks and focus on the evaluation of the existing biosolids and residuals facility with respect to their process efficiency, reliability, redundancy, and overall ability to meet current and future service requirements.

A screening process will be initiated to identify viable biosolids treatment alternatives and strategies to be evaluated. The evaluation of alternatives and strategies will include alternative treatment processes along with any auxiliary equipment and/or operations that would be required to make a fair comparison of the alternatives. In some cases, existing treatment processes will be recommended to remain in place; in other cases, existing treatment processes may be recommended for replacement or upgrades.

The screening criteria will be identified and applied to the various alternatives selected. Based on the screening exercise, up to three candidate alternatives will be selected for further evaluation. The proposed criteria may include:

1. Conceptual Level Capital Costs.
2. Site Constraints/Availability.
3. Operation and Maintenance.
4. Technology Track Record/Status.
5. Qualitative Criteria such as Mechanical Complexity, Space Requirements, etc.
6. Flexibility for Future Regulation Changes.
7. Odor Generation Potential.
8. Waste Sidestream Impacts.

Beneficial end-use alternatives for treated biosolids will be explored under this task and will include a preliminary alternatives evaluation that could include the following processes:

1. Composting.
2. Advanced alkaline stabilization.
3. Heat drying/pelletizing.
4. Thermal processes such as pyrolysis and gasification, and other emerging technologies.

The identification of alternatives will take into account the practicality and the potential for multiple treatment options, when possible, in order to provide a cost-effective alternative. The “marketability” of biosolids in Florida will be considered as part of this task to assist in developing the overall management strategies.

The screening criteria evaluation approach will be discussed during a half-day workshop and revised with input from the OWNER’s staff.

## Task 4.2 – Planning Level Consideration and Costs

Planning level considerations will be discussed with respect to engineering, financial, environmental and socio-political impacts. Conceptual level facility requirements, regulatory impacts, planning-level capital and annual operation and maintenance (O&M) costs, and non-economic factors including environmental impacts, difficultly of regulatory permitting, and community acceptance will be considered in the screening process. Up to three management alternatives with conceptual level costs to compare each alternative, including construction and O&M costs over a 20-year planning period will be selected for planning level considerations based on the results of the evaluation.

The CONSULTANT will evaluate existing historical operating records and work closely with OWNER staff to develop future projected biosolids and residuals production.

The CONSULTANT will perform the following tasks to verify the projected flows to the WRFs over a 20-year planning period:

1. Review wastewater flow projections and other relevant and available studies conducted to determine the projected flows and types of flow contributors to the WRF.

2. Review 20-year service area population projections.

3. Review status of biosolids quality with regard to fecal coliform, metals and VSS faction based on data provided by the OWNER.

4. Review information on expected biosolids quantities.

5. Identify planned process changes which will impact biosolids and residuals production.

6. Identify potential biosolids quantity and quality issues related to industrial contributors.

7. Evaluate feasibility of other potential partners, if applicable, who may be interested in participating in a regional or local project. CONSULTANT will coordinate with potential end users focusing on bulk sales or hauling to the agricultural industry and to regional fertilizer blenders. Local and State Industry marketers/haulers will be contacted as to the market potential for various processing technologies and marketing strategies for potential end users.

8. Coordinate with the landfill regarding opportunities for synergies to reuse biosolids as part of their operations, as well as use of landfill gas for biosolids operations and processing.

No future forecast of wastewater flow and water demand will be made by the CONSULTANT. The CONSULTANT will rely on existing wastewater flow and water demand projections provided by the OWNER to develop projected biosolids and residuals quantities.

No additional sludge quality analysis will be performed for sludge characterization. Any biosolids quality information used will be provided by the OWNER.

The planning level consideration and costs will be discussed during a half-day workshop and refined based on input from the OWNER's staff.

### Task 4.3 – Review of Implemented Technologies

The CONSULTANT will identify selected appropriate existing facilities and equipment installations as part of the review and evaluation of alternative technologies. As part of this subtask the CONSULTANT will contact existing facilities and coordinate site visits to better understand other municipal processes and strategies, and receive owners/operators feedback. It is estimated that up to two site visits with OWNER staff will be conducted to review the implemented technologies and interview operations and maintenance staff.

### Task 4.4 - Evaluation Criteria and Performance Measures

The previously identified screening criteria under task 4.1 will be refined and used for the evaluation of selected alternatives based on OWNER input and workshop discussions.

The weight or importance of the selected criteria will be determined using a Pairwise comparison method that involves an interactive session with the OWNER. Once the weighted criteria are finalized, they will be used to assist in evaluating and ranking the alternatives. The alternative with the highest score will be deemed the preferred alternative.

The CONSULTANT will work with the OWNER staff to identify factors that might significantly impact model results, such as energy usage/cost, side-stream issues, increase in population growth or other factors.

### Task 4.5 Identify Long-Term Strategy

Based upon previous tasks and decisions made, the CONSULTANT will recommend a long-term biosolids and residuals management strategy. The recommendation will address potential impacts identified by the Team and will address related items, if any, not previously considered.

The findings and recommendations from the previous tasks will be presented for discussion and review by the OWNER in a half-day workshop.

### ***Task 4 Deliverables***

- Workshop agendas (hard copies and PDF version)
- Workshops summary (PDF)
- Draft Technical Memorandum (TM) for the OWNER's review and approval presenting the biosolids management strategies for review and consideration (up to five hard copies and PDF version)
- Final TM incorporating the OWNER's review comments (up to five hard copies and PDF version)

## TASK 5 – JERRY SELLERS WRF BIOSOLIDS RELIABILITY ASSESSMENT

An understanding of the existing biosolids handing facilities and major equipment is an essential component to develop the planning process. While the liquid treatment process affects biosolids quantities and quality, the biosolids processing system generally begins from the point that waste activated sludge and scum are removed from the liquid treatment train. The unit processes include aerobic digester, belt filter press dewatering, and solids conveyance/handling.

The CONSULTANT will conduct a reliability assessment of the existing solids handling, storage and

treatment processes at the Jerry Sellers WRF. This task will consist of an overview of the performance and operational characteristics of the existing equipment, processes, and facilities and an evaluation with respect to their process efficiency, reliability and overall ability to meet current and future requirements. The CONSULTANT will develop a biosolids process flow schematic and mass balance to aid in examining performance and operations of the plant, as well as process capacities, and evaluate the extent and timing of future rehabilitation and improvements to biosolids processing that are currently scheduled by the OWNER.

As part of the reliability assessment, a field level condition assessment of the biosolids process equipment will be conducted to gage short-term and long-term needs for maintenance and/or replacement. Based on the results of the reliability assessment, the CONSULTANT will identify potential short-term and long-term capital improvements needed.

A workshop will be conducted with the OWNER to review the results and collaboratively develop recommendations for any needed improvements based on the criteria generated under task 4. A summary describing the improvements recommendations will be provided to the OWNER.

Information to be use in developing this task will included site observations, discussions with operations personnel, review of any equipment inventory systems or records, and review of existing plant condition reports including but not limited to current sludge production quantities, biosolids quantities, biosolids quality characteristics, process and residuals production.

The CONSULTANT anticipates two half-day or one full-day site visit to the Jerry Seller's plant for the implementation of this task and a half day workshop to present and discuss the results.

***Task 5 Deliverables***

- Workshop agenda (hard copies and PDF version)
- Workshop summary (PDF)

## TASK 6 – JERRY SELLERS WRF BIOSOLIDS REPORT

The CONSULTANT will prepare the Biosolids and Residuals Report, which will incorporate the results of the technical memorandum with the reliability assessment.

The report will also include the following:

1. A plan for biosolids improvements for the next 20 years to accommodate the projected biosolids and residuals production.
2. A prioritized recommendation for improvements to support a phased implementation program over the specified 20-year planning period considering a triple bottom line approach of financial, environmental and social sustainability.
3. An implementation schedule.
4. Anticipated capital expenditures, project delivery, and potential risks.

The proposed schedule will consider WRF capacities and known future projects.

A draft report will be submitted to the OWNER for review followed by a final report incorporating review comments.

***Task 6 Deliverables***

- Draft Reports (up to five hard copies and PDF version)
- Final reports (up to five hard copies and PDF version)

## C. OWNER'S RESPONSIBILITIES AND ASSUMPTIONS

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

The following assumptions and OWNER responsibilities apply to this project:

- The OWNER will provide all required information within the period established in the schedule contained in this Scope of Services.
- The schedule is based on timely receipt of data from the OWNER.
- The OWNER shall attend all meetings to maintain the progress of the project according to the schedule.
- The site visits will include inspection of the biosolids facilities and discussions with appropriate operations personnel.
- The CONSULTANT will not be liable to and/or indemnify the OWNER and/or any third party related to any inconsistencies between the CONSULTANT's data projections and estimates and actual costs and/or quantities realized by the OWNER and/or any third party in the future.

## D. ITEMS NOT INCLUDED

The following items are not included in this Scope of Services:

- Revisions to or reproduction of record drawings.
- Field surveying of facilities.
- Design of any recommended remedial WRF improvements.

## E. SCHEDULE

An estimate of ten (10) months to final report submittal was used for the development of the schedule. The CONSULTANT's services will commence upon OWNER's issuance of a written notice-to-proceed. The proposed schedule is an estimate contingent to the OWNER's availability during coordination of the workshops and site visits.

## F. COMPENSATION

Compensation for CONSULTANT's services described in this Task Order will be billed as lump sum fee of **$167,104.00** at the hourly rates indicated in Exhibits 1 and 2 of Attachment 1.

The estimated budget is contingent to the Contractor's ability to complete the work under the contracted schedule. In the event that the construction time extends, the ENGINNER will seek OWNER's authorization for additional compensation over the estimated original budget.

## G. TERMS AND CONDITIONS

The terms and conditions of the Agreement referred to above shall apply to the Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically reference.

## H. TERMS OR PROVISIONS IN CONFLICT

If the provisions set forth in the Agreement are in conflict with the provisions set forth in the Task Order, the provisions of this Task Order shall govern.

## I. EFFECTIVE DATE

This Task Order is effective as of the 17th day of July 2020.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 14 evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.

By: 

Sudhanva Paranjape, P.E.,
Vice President

By: 

Douglas A. Pickell, P.E.,
Associate Vice President

OWNER

By:

Matthew Fuhrer,
Interim City Manager

# ATTACHMENT 1

## EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

| **CAROLLO ENGINEERS INC. - Engineering Services Fee**<br>**FY2020 Biosolids Study - Jerry Sellers Water Treatment Plant**<br>**Engineering Services** | | **Senior Professional ES VIII** | **Lead Professional ES VII** | **Professional ES VI** | **Senior Technician ET VIII** | **Admin/Clerical** | **Word Processing** | **Total Hours** | **Total Labor Cost (Not-to-Exceed)** |
|---|---|---|---|---|---|---|---|---|---|
| | Labor Rate | $ 225.00 | $ 204.75 | $ 181.47 | $ 144.46 | $ 70.96 | $ 90.00 | | |
| TASK | TASK DESCRIPTION | | | | | | | | |
| 1 | PROJECT MANAGEMENT AND QUALITY ASSURANCE/CONTROL | | | | | | | | |
| 1.1 | Project and Program Management | 16 | | | | 15 | | 31 | $4,664 |
| 1.2 | Work Coordination | 30 | | | | | | 30 | $6,750 |
| 1.3 | General Oversight | 21 | | | | | | 21 | $4,725 |
| | Subtotal Task 1 | 67 | - | - | - | 15 | - | 82 | **$16,139** |
| TASK | | | | | | | | | |
| 2 | KICKOFF MEETING AND PRELIMINARY REVIEW | | | | | | | | |
| | | 14 | | 8 | 4 | | | 26 | $5,180 |
| | Subtotal Task 2 | 14 | - | 8 | 4 | - | - | 26 | **$5,180** |
| TASK | | | | | | | | | |
| 3 | REVIEW OF EXISTING DATA, REPORTS, AND AVAILABLE INFORMATION | | | | | | | | |
| 3.1 | Data Collection | 12 | | 32 | 16 | | | 60 | $10,818 |
| 3.2 | Review | 24 | | 12 | 16 | | | 52 | $9,889 |
| | Subtotal Task 3 | 36 | - | 44 | 32 | - | - | 112 | **$20,707** |
| TASK | | | | | | | | | |
| 4 | DEVELOPMENT OF PROJECT GOALS AND EVALUATION CRITERIA | | | | | | | | |
| 4.1 | Biosolids Technologies Screening Criteria Evaluation | 24 | | 32 | | | 4 | 60 | $ 11,567 |
| 4.2 | Planning Level Consideration and Costs | 24 | | 32 | | | 4 | 60 | $ 11,567 |
| 4.3 | Review of Implemented Technologies | 24 | | 32 | | | | 56 | $ 11,207 |
| 4.4 | Evaluation Criteria and Performance Measures | 24 | | 32 | | | | 56 | $ 11,207 |
| 4.5 | Identify Long-term Strategy | 32 | | 32 | | | | 64 | $ 13,007 |
| | Site visits & workshops | 36 | | 44 | 32 | | 12 | 124 | $ 21,787 |
| | Subtotal Task 4 | 164 | - | 204 | 32 | - | 20 | 420 | **$ 80,343** |
| TASK | | | | | | | | | |
| 5 | JERRY SELLERS WRF BIOSOLIDS RELIABILITY ASSESSMENT | | | | | | | | |
| | | 48 | | 56 | 12 | | 16 | 132 | $ 24,136 |
| | | | | | | | | | $ - |
| | Subtotal Task 5 | 48 | - | 56 | 12 | - | 16 | 132 | **24,136** |
| TASK | | | | | | | | | |
| 6 | BIOSOLIDS REPORT | | | | | | | | |
| | | 40 | | 32 | | | 40 | 112 | $ 18,407 |
| | Subtotal Task 6 | 40 | | 32 | | | | 112 | **$ 18,407** |
| | | | | | | | | | |
| | Total Project Hours and Labor Costs (CAROLLO ENGINEERS INC.) | **369** | **-** | **344** | **80** | **15** | **36** | **884** | **$ 164,912** |
| | Total Project Mileage and Reproducibles Costs | | | | | | | | **$ 2,192** |
| | | | | | | | | | |
| | **TOTAL LUMP SUM FEE** | | | | | | | | **$ 167,104** |

# EXHIBIT 2 - OVERALL ENGINEERING SERVICES FEE

| **CAROLLO ENGINEERS INC. - Engineering Services Fee**<br>**FY2020 Biosolids Study - Jerry Sellers Water Treatment Plant**<br>**Engineering Services** | | **Carollo Engineers Inc.** | **Direct Costs** | **Total Project Lump Sum Costs** |
|---|---|---|---|---|
| TASK | TASK DESCRIPTION | | | |
| 111111 | PROJECT MANAGEMENT AND QUALITY ASSURANCE/CONTROL | $16,139 | | $16,139 |
| 2 | KICKOFF MEETING AND PRELIMINARY REVIEW | and | | $5,180 |
| 3 | REVIEW OF EXISTING DATA, REPORTS, AND AVAILABLE INFORMATION | $20,707 | | $20,707 |
| 4 | DEVELOPMENT OF PROJECT GOALS AND EVALUATION CRITERIA | $80,343 | | $80,343 |
| 5 | JERRY SELLERS WRF BIOSOLIDS RELIABILITY ASSESSMENT | $24,136 | | $24,136 |
| 6 | BIOSOLIDS REPORT | $18,407 | | $18,407 |
| | | | | |
| | Total Project Hours and Labor Costs | $164,912 | | $164,912 |
| | Total Project Mileage and Reproducibles Costs | | $2,192 | $2,192 |
| | | | | |
| | **TOTAL NOT-TO-EXCEED COSTS** | | | **$167,104** |
| | | | | |

Approved by Council 5/08/18
RFQ-18-10-COC
VIII.5 (Multi-Year)

Term: 7/24/18 - 7/23/2021
1st Renewal Opt: 7/24/21 - 7/23/22
2nd Renewal Opt: 7/24/22 - 7/23/23

# CONTINUING SERVICES AGREEMENT

## Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

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

**WITNESSETH:**

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

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

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

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

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

## 1.0 TERM AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

## 2.0 DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

## 3.0 CHANGES IN THE SCOPE OF WORK

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

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

## 4.0 SCHEDULE

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

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

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

responsible therefore.

## 5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6.0 RIGHT TO INSPECTION

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

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

## 7.0 PROGRESS MEETING

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

## 8.0 SAFETY

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

## 9.0 REASONABLE ACCESS

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

## 10.0 INSURANCE

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

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

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

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

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

**10.2 Special Requirements.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 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, reduced or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by mail. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the

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

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

## 11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

## 12.0 REPRESENTATIONS

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

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

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

## 13.0 GUARANTEE AGAINST INFRINGEMENT

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

## 14.0 DOCUMENTS

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

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

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

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

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

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

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

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

## 15.0 ASSIGNMENT

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

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

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

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

## 16.0 INDEPENDENT CONTRACTOR

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

## 17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

## 18.0 TERMINATION

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

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

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

## 19.0 FORCE MAJEURE

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

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

## 20.0 GOVERNING LAW & VENUE

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

## 21.0 HEADINGS

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

## 22.0 SEVERABILITY

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

## 23.0 WAIVER AND ELECTION OF REMEDIES

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

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

## 24.0 THIRD PARTY RIGHTS

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

## 25.0 PROHIBITION AGAINST CONTINGENT FEES

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

## 26.0 ENTIRE AGREEMENT

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

## 27.0 NO JOINT VENTURE

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

## 28.0 ATTORNEY'S FEES

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

## 29.0 COUNTERPARTS

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

## 30.0 DRAFTING

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

## 31.0 NOTICE

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

For Engineer:

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

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

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

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

## 32.0 SOVEREIGN IMMUNITY

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

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

## 33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

## 34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

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

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

## 35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

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

## 36.0 RECORD DRAWINGS

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

## 37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

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

**CITY:**

**CITY OF COCOA**

By: _____

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

**ATTEST:**

By: _____
Carie Shealy, City Clerk

**ENGINEER:**

**CAROLLO ENGINEERS, INC.**

By: _____

Print Name/Title: Larry Elliott Sr Vice President

By: _____

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

# EXHIBIT A

**Attachment A**
**HOURLY RATES SCHEDULE**

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

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

Individual classification for personnel hourly rates are as follows:

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

Notes:

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

7/20/18

carollo

TRANSMITTAL

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

City of Cocoa

Date: July 18, 2018
Subject: Continuing Services
Project No.: RFQ # ROS18-0120
Copies To:

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

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

Attention: John Walsh, P.E.

The following items are:

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

Via: Hand Delivery

| No. of Copies | Description |
|---|---|
| 1 | Engineer Executed Continuing Services Agreement |

These data are submitted:

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

Please contact me if you have any questions or concerns.

Sincerely,

CAROLLO ENGINEERS, INC.

Larry E. Elliott

Larry Elliott
Project Manager
LE: tb

# City of Cocoa Budget Adjustment Form FY 2020 - 20-090

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: 421-4055 | DATE PREPARED: 07/20/20

'FROM' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| ($ 67,104) | 421-4055-536.63-00 | WS19FM | Infrastructure | $ 1,559,490 | $ 3,084,155 | $ 3,017,051 | $ 963,952 |
| $ 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 |
| ($ 67,104) | TOTAL | | | | | | |

'TO' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 67,104 | 421-4055-536.63-00 | WS19BS | Infrastructure | $ 1,559,490 | $ 3,017,051 | $ 3,084,155 | $ 1,031,056 |
| $ 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 |
| $ 67,104 | TOTAL | | | | | | |

REASON/JUSTIFICATION FOR ADJUSTMENT:

BAF is to add additional funds to the Biosolids Master Plan (WS19BS). The approval of the Task Order (2020-14) will be on the 8-12-2020 Council Meeting. Agenda File ID # 20-433

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 08/12/20 RESOLUTION #: 2020-189

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

| | | | | | |
|---|---|---|---|---|---|
| 7/20/20 | Katherine Ennis Digitally signed by Katherine Ennis Date: 2020.07.20 11:44:33 -04'00' | 7/21/20 | Lea Malarae Digitally signed by Lea Malarae Date: 2020.07.21 09:07:58 -04'00' | | |
| Date | Requestor's Signature | Date | Finance Approval Signature | Date | Finance Director's Signature |
| 7/21/20 | John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2020.07.21 08:02:09 -04'00' | 8/3/20 | Lora Howell Digitally signed by Lora Howell Date: 2020.08.03 09:14:01 -04'00' | | |
| Date | Department Director's Signature | Date | Deputy Fin. Director's Signature | Date | City Manager's Signature |

***FINANCE USE ONLY:***

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

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-439 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | Consent Agenda |
| **File created:** | 7/16/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Approve a Resolution Amending the FY 2020 Budget (BAF # 20-088), pertaining to payroll adjustments, and other miscellaneous transaction through the use of Water/Sewer Fund, Stormwater Fund, and General Fund Contingency/Reserves and other available accounts. (Finance Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | FY20 July Budget Amendment Tracking Sheet.pdf<br>BAF 20-088-A -FN-July Amendment Annual Cleanup (8-12-20) Agenda 20-439.pdf<br>FY20 July Budget Transfer Tracking Sheet.pdf<br>BAF 20-088-T -FN-July Transfer Annual Cleanup (8-12-20) Agenda 20-439.pdf<br>Budget Resolution FY 2020.docx | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 16, 2020
Agenda Date: August 12, 2020
Prepared By: Lea Malarae, Senior Fiscal Analyst
Through: Rebecca Bowman, Finance Director, MBA, CGFM, CGFO
Requested Action:
Approve a Resolution Amending the FY 2020 Budget (BAF # 20-088), pertaining to payroll adjustments, and other miscellaneous transaction through the use of Water/Sewer Fund, Stormwater Fund, and General Fund Contingency/Reserves and other available accounts.

## BACKGROUND:

In FY 2020 after the adoption of the budget, a number of circumstances lead to changes in the budget. These items include, but are not limited to, payroll adjustments, and additional unexpected costs. As such, the attached Budget Adjustments are moving the budget to cover the expected deficiencies in the pertinent funds.

Staff is requesting to amend the General Fund Budget. The Contributions & donations account was over budgeted. We are reducing the budget accordingly. In conjunction, the Florida General Define Pension plan was originally budgeted in the Retirement Contributions account at a 50% split between General Fund and Water/Sewer Fund. However, all active employees are located in the Water/Sewer Fund therefore the full amount was charged to the Water Sewer Fund this year.

There are a number of payroll adjustment necessary and they are as follows: A transfer of budget is required to cover the accrual payout for a number of employees. Accrual payouts are estimated during the budget process when an employee submits an Intent to Retire Form. However, when an employee makes and unscheduled departure, a budget adjustment is needed. Some overtime costs have exceeded the originally planned expense due to vacancies in positions. A CSR Spanish fluency add pay was not originally budget but has been offered as a hiring incentive. The previous Fire Chief was budgeted in the Retirement Contribution (22-00), however the new Fire Chief is being charged to the Retirement Contribution - Firefighter (22-01) account. There are a couples of employees whose budget is being relocated to the proper accounts due to the employee either entering or leaving the DROP. When an employee enters the DROP they are charged/budgeted in the Other Wages and Salaries account. If they enter or leave the DROP after the budget is adopted then their budget is moved to the proper account. A number of employees where granted a cell phone allowance this year and the budget is being relocated to cover the cost. Due to employee medical, vision and dental election changes at open enrollment, additional budget is being requested in certain Life/Health Insurance accounts. During FY20 a new Inventory Division was created in the Finance Department. Two warehouse employees were moved to the new division. The budget is being relocated from the original department/division to the new division accounts.

In addition to the above-mentioned budget adjustments, there are several accounting items which need to be addressed. Staff is requesting a transfer for additional cost associated with the Pineda Street project and US1. The Pineda Street Geotechnical analysis found that the road base required full depth replacement, exceeding the project budget in the repair and maintenance account. In addition, this year we have spent about $40,000 on damages to US1 poles. Previously, we only spent $15,000 in 3510-Streets to repair the US1 poles and other city-owned poles. The City's bulk permit for mailing the FYI Newsletter is short for the current and next mailing. Budget is being relocated from the Utility Account division's IT-Related Operating expense account to the Purchasing's IT-Related Operating expense account due to the introduction of the Vendor Link system. Vendor Link became the new bidding platform for the City, there was not a budget forecasted for this change. Annual budget for Vendor Link hosting will renew each January of every year until rescinded or replaced at $1,500 + 3% escalator annually. A transfer needed to cover unbudgeted expense for Bentek API Fusion, which creates payroll and personnel imports from Central Square to Bentek. This integration is critical to improve operational processes. Due to unforeseen equipment repairs, street light repairs, and inflated costs for PW20PS (Pineda Street) complete rehabilitation, 3510 is also seeking an additional supplement from General Fund through a separate Budget Amendment. This should cover the remaining work on our Annual Street Paving Program. The Ricoh copier lease was originally budget in the Debt Service - Principal account. Two new accounts were created during the fiscal year specifically for the Ricoh lease. The budget is being relocated to the new accounts. A 6' Fence was added along the west boundary line of the Dr. Joe Lee Smith Center. The work was paid out of the 301-3580.63-00 account which left that account in the negative. A transfer of funds is required in order to purchase five (5) replacement cameras for various exterior locations around the Utilities building. Existing cameras have been discontinued and will be replaced with new model.

Staff requests the City Council approval of the attached Budget Adjustments related to this mid-year review.

## STRATEGIC PLAN CONNECTION:

None

## BUDGETARY IMPACT:

| | |
|---|---|
| Budgeted | (Partially) |
| If not budgeted, is amendment/transfer attached? | Yes |

Budget Adjustment Form #20-088 (See attached spreadsheet listing all detailed transactions)

Budget Transfer:

General Fund $257,557
CDBG Fund $1,298
HOME Fund $738
Debt Service Fund $32,910
Capital Projects Fund $9,783
Water/Sewer Fund $439,687
Stormwater $11,820
Total Transfers $753,793

Budget Amendment:

General Fund ($170,877)
(See attached spreadsheet for details)

## PREVIOUS ACTION:

None

## RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2020 Budget (BAF#20-088), pertaining to payroll adjustments, and other miscellaneous transaction through the use of Water/Sewer Fund, Stormwater Fund, and General Fund Contingency/Reserves and other available accounts.

| BAF # | Fund | Type | Note: | Division | Account Name | Account # | Amount | Project |
|---|---|---|---|---|---|---|---|---|
| **BAF 20-088-A -FN-July Amendment Annual Cleanup (8-14-20) Agenda 20-439** | | | | | | | | |
| | | | **GENERAL FUND** | | | | | |
| | | | **GENERAL GOVERNMENT** | | | | | |
| 20-088 | 001 | Amendment | General Government Annual Review | Revenue | Contributions & Donations | 001-0000-366.00-00 | (150,000) | x |
| 20-088 | 001 | Amendment | General Government Annual Review | Revenue | Fund Balance | 001-0000-389.99-50 | (20,877) | x |
| 20-088 | 001 | Amendment | General Government Annual Review | General Government | Retirement Contributions | 001-1600-513.22-00 | (171,101) | x |
| 20-088 | 001 | Amendment | General Government Annual Review | General Government | Fuel Oil & Lubricant | 001-1600-513.52-30 | 224 | x |
| | | | *The Contributions & donations account was over budgeted. We are reducing the budget accordantly. In conjunction the Florida General Define Pension plan was originally budget in the Retirement Contributions account at a 50% split between General Fund and WaterSewer Fund. However all active employees are located in the WaterSewer Fund so the full amount was charged to the Water Sewer Fund this year. This amendment will also reduce the money originally budget for the Florida General Define Pension plan in the General Fund.* | | | | | |
| | | | General Government Department Total | | | Revenue | (170,877) | |
| | | | General Government Department Total | | | Expense | (170,877) | |
| | | | General Fund Total | | | Revenue | *(170,877)* | |
| | | | General Fund Total | | | Expense | *(170,877)* | |

# City of Cocoa Budget Adjustment Form FY 2020 - 20-88-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 07/16/20

## 'REVENUE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| ($ 150,000) | 001-0000-366.00-00 | | Contributions & Donations | $ 420,985 | $ 420,985 | $ 270,985 | $ 210,985 |
| ($ 20,877) | 001-0000-389.99-50 | | Fund Balance Reserves | $ 1,816,523 | $ 2,205,182 | $ 2,184,305 | $ 2,262,749 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| ($ 170,877) | TOTAL | | | | | | |

## 'EXPENSE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| ($ 171,101) | 001-1600-513.22-00 | | Retirement Contributions | $ 171,101 | $ 171,101 | $ 0 | $ 0 |
| $ 224 | 001-1600-513.52-30 | | Fuel Oil & Lubricants | $ 179 | $ 179 | $ 403 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| ($ 170,877) | TOTAL | | | | | | |

**REASON/JUSTIFICATION FOR ADJUSTMENT:**

The Contributions & donations account was over budgeted. We are reducing the budget accordantly. In conjunction the Florida General Define Pension plan was originally budget in the Retirement Contributions account at a 50% split between General Fund and WaterSewer Fund. However all active employees are located in the WaterSewer Fund so the full amount was charged to the Water Sewer Fund this year. This amendment will also reduce the money originally budget for the Florida General Define Pension plan in the General Fund. Agenda 20-439

**City COUNCIL APPROVAL REQUIRED?** ***YES*** (●) ***NO*** ( ) ***DATE APPROVED:*** 08/14/20 ***RESOLUTION #:***

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

| | | | | | |
|---|---|---|---|---|---|
| 7/16/20 | Lea Malarae Digitally signed by Lea Malarae Date: 2020.07.16 17:01:25 -04'00' | 7/16/20 | Lea Malarae Digitally signed by Lea Malarae Date: 2020.07.16 17:01:33 -04'00' | | |
| Date | Requestor's Signature | Date | Finance Approval Signature | Date | Finance Director's Signature |
| 8/3/20 | Lora Howell Digitally signed by Lora Howell Date: 2020.08.03 09:41:02 -04'00' | 8/3/20 | Lora Howell Digitally signed by Lora Howell Date: 2020.08.03 09:41:31 -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 #: _____

| BAF # | Fund | Type | Note: | Division | Account Name | Account # | Amount | Project |
|---|---|---|---|---|---|---|---|---|
| BAF 20-088-T -FN-July Transfer Annual Cleanup (8-14-20) Agenda 20-439 | | | | | | | | |
| | | | **GENERAL FUND** | | | | | |
| | | | **CITY COUNCIL** | | | | | |
| 20-088 | 001 | Transfer | BAF-CC-Cocoa Postmaster (7-2-20) | Council | Travel & Per Diem | 001-1000-511.40-00 | (4,000) | x |
| 20-088 | 001 | Transfer | BAF-CC-Cocoa Postmaster (7-2-20) | Council | Freight & Postage Service | 001-1000-511.42-00 | 4,000 | x |
| | | | *The City's bulk permit for mailing the FYI Newsletter is short for the current and next mailing. We are not anticipating Council to be traveling much as many conferences and events have been canceled due to COVID-19 so we would like to move money from that account into Council's Postage & Freight account in order to cover the costs for the City's newsletter mailing for the remainder of the fiscal year.* | | | | | |
| | | | City Council Total | | | Increase | 4,000 | |
| | | | City Council Total | | | Decrease | (4,000) | |
| | | | **CITY MANAGER OFFICE** | | | | | |
| 20-088 | 001 | Transfer | City Manager Office Annual Review | City Manager Office | Regular Salaries & Wages | 001-1100-512.12-00 | (10) | x |
| 20-088 | 001 | Transfer | City Manager Office Annual Review | City Manager Office | Overtime | 001-1100-512.14-00 | 10 | x |
| 20-088 | 001 | Transfer | City Manager Office Annual Review | City Manager Office | Operating Supplies | 001-1100-512.52-00 | (129) | x |
| 20-088 | 001 | Transfer | City Manager Office Annual Review | City Manager Office | Repairs & Maintenance | 001-1100-512.46-00 | 6 | x |
| 20-088 | 001 | Transfer | City Manager Office Annual Review | City Manager Office | Office Supplies | 001-1100-512.51-00 | 23 | x |
| 20-088 | 001 | Transfer | City Manager Office Annual Review | City Manager Office | Membership/Publications | 001-1100-512.54-00 | 100 | x |
| | | | *Additional amount needed to cover negatives.* | | | | | |
| 20-088 | 001 | Transfer | Marketing Budget relocation | City Manager Office | Other Charges & Obligation | 001-1100-512.49-00 | (25,000) | x |
| 20-088 | 001 | Transfer | Marketing Budget relocation | City Manager Office | Promotional Activates | 001-1100-512.48-00 | 25,000 | x |
| | | | *The public relations marketing budget was budget in the Other Charges & Obligation account however it should be charged to the Promotional Activates. The public relations marketing budget is now being relocated to the correct account* | | | | | |
| 20-088 | 001 | Transfer | City Manager Office Annual Review | Leisure Services | Special Pay | 001-1190-574.15-00 | (1,900) | x |
| 20-088 | 001 | Transfer | City Manager Office Annual Review | Leisure Services | Workers Comp | 001-1190-574.24-00 | 1,900 | x |
| | | | *Additional amount needed for workers comp.* | | | | | |
| | | | City Manager Office Department Total | | | Increase | 27,039 | |
| | | | City Manager Office Department Total | | | Decrease | (27,039) | |
| | | | **FINANCE** | | | | | |
| 20-088 | 001 | Transfer | Finance Annual Review | General Accounting | Other Salaries & Wages | 001-1500-513.13-00 | (14,430) | x |
| 20-088 | 001 | Transfer | Finance Annual Review | General Accounting | Accrual Payouts | 001-1500-513.12-12 | 14,430 | x |
| 20-088 | 001 | Transfer | Finance Annual Review | General Accounting | Office Supplies | 001-1500-513.51-00 | (1,045) | x |
| 20-088 | 001 | Transfer | Finance Annual Review | General Accounting | Repairs & Maintenance | 001-1500-513.46-00 | 380 | x |
| 20-088 | 001 | Transfer | Finance Annual Review | General Accounting | Printing & Binding | 001-1500-513.47-00 | 171 | x |
| 20-088 | 001 | Transfer | Finance Annual Review | General Accounting | Other Charges & Obligation | 001-1500-513.49-00 | 305 | x |
| 20-088 | 001 | Transfer | Finance Annual Review | General Accounting | Operating Supplies | 001-1500-513.52-00 | 189 | x |
| | | | *Additional Budget required to cover the Accounting Manager's accrual payout. Budget is needed in the Repairs & Maintenance account to cover a maintenance kit for the check printer. Budget is needed for additional printing and binding. Budget is needed in the Other Charges & Obligation account to cover the increase cost of the Budget Award.* | | | | | |
| 20-088 | 001 | Transfer | Finance Annual Review | Purchasing | Regular Salaries & Wages | 001-1505-513.12-00 | (2,201) | x |
| 20-088 | 001 | Transfer | Finance Annual Review | Purchasing | Accrual Payouts | 001-1505-513.12-12 | 2,100 | x |
| 20-088 | 001 | Transfer | Finance Annual Review | Purchasing | Overtime | 001-1505-513.14-00 | 88 | x |
| 20-088 | 001 | Transfer | Finance Annual Review | Purchasing | Other Charges & Obligation | 001-1505-513.49-00 | 13 | x |
| 20-088 | 001 | Transfer | Finance Annual Review | Utility Accounting | IT-Related Operating Expense | 001-1510-513.56-15 | (1,500) | x |
| 20-088 | 001 | Transfer | Finance Annual Review | Purchasing | IT-Related Operating Expense | 001-1505-513.56-15 | 1,500 | x |
| | | | *Additional budget is required to cover the Purchasing Card Coordinator's accrual payouts. Due to a vacancy in the Purchasing division overtime was required to cover the extra work load. Additional budget is required in the Other charges & Obligation account due to the FRS EE/ER contributions. Budget is being relocated from the Utility Account division's IT-Related Operating expense account to the Purchasing's IT-Related Operating expense account due to the introduction of the Vendor Link system. Vendor Link became the new bidding platform for the City, there was not a budget forecasted for this change. Annual budget for Vendor Link hosting will renew each January of every year until rescinded or replaced at $1500 + 3% escalator annually.* | | | | | |
| 20-088 | 001 | Transfer | Finance Annual Review | Utility Accounting | Regular Salaries & Wages | 001-1510-536.12-00 | (3,949) | x |
| 20-088 | 001 | Transfer | Finance Annual Review | Utility Accounting | Accrual Payouts | 001-1510-536.12-12 | 3,349 | x |
| 20-088 | 001 | Transfer | Finance Annual Review | Utility Accounting | Special Pay | 001-1510-536.15-00 | 600 | x |
| 20-088 | 001 | Transfer | Finance Annual Review | Utility Accounting | Office Supplies | 001-1510-536.51-00 | (302) | x |

| BAF # | Fund | Type | Note: | Division | Account Name | Account # | Amount | Project |
|---|---|---|---|---|---|---|---|---|
| 20-088 | 001 | Transfer | Finance Annual Review | Utility Accounting | Communication | 001-1510-536.41-00 | 150 | x |
| 20-088 | 001 | Transfer | Finance Annual Review | Utility Accounting | Operating Supplies | 001-1510-536.52-00 | 62 | x |
| 20-088 | 001 | Transfer | Finance Annual Review | Utility Accounting | Membership/Publications | 001-1510-536.54-00 | 90 | x |
| | | | *Additional budget is required to cover the a Customer Service Representative and a Receptionist accrual payouts. A CSR Spanish fluency was not originally budget but is being offered to as a hiring incentive. The Communications account is being replenished due to cost of a caller ID for Customer Service inbound calls. Budget was reallocated from Operating Supplies to the General Government (1601) Janitorial Supplies account however additional unplanned cost in the Operating Supplies account is needed. Budget is also needed in the Membership/Publications account for AWWA membership 1 year.* | | | | | |
| 20-088 | 001 | Transfer | BAF-FN-Dropbox (7-22-20) | Utility Accounting | Contract Services | 001-1510-536.34-00 | (15,000) | x |
| 20-088 | 001 | Transfer | BAF-FN-Dropbox (7-22-20) | Utility Accounting | Machinery & Equip/IT Hardware | 001-1510-536.64-15 | 15,000 | CA2002 |
| | | | *To be able to procure a dropbox, concrete pad, bollards, vinyl wrap, security camera, and installation of items for utility payments made after hours to a secure location on City property.* | | | | | |
| | | | Finance Department Total | | | Increase | 23,427 | |
| | | | Finance Department Total | | | Decrease | (23,427) | |
| | | | **GENERAL GOVERNMENT** | | | | | |
| 20-088 | 001 | Transfer | BAF-AS-Bentek API Fusion (7-2-20) | General Government | Medical Services | 001-1600-513.31-02 | (1,920) | x |
| 20-088 | 001 | Transfer | BAF-AS-Bentek API Fusion (7-2-20) | General Government | IT-Related Operating Expense | 001-1600-513.56-15 | 1,920 | x |
| | | | *Transfer needed to cover unbudgeted expense for Bentek API Fusion, which creates payroll and personnel imports from Central Square to Bentek. This integration is critical to improve operational processes.* | | | | | |
| 20-088 | 001 | Transfer | General Government Annual Review | General Government | Contingency | 001-1600-531.39-00 | (20,000) | x |
| 20-088 | 001 | Transfer | General Government Annual Review | Street Management | Repair & Maintenance | 001-3510-541.46-00 | 20,000 | x |
| | | | *Due to additional funds needed for the Pineda Street Geotechnical analysis which found that the road base required full depth replacement, exceeding the project budget in the repair and maintenance account. In addition, this year we have spent about $40,000 on damages to US-1 poles. Previously, we only had $15,000 in 3510-Streets to repair the US-1 poles and other city-owned poles.* | | | | | |
| | | | General Government Department Total | | | Increase | 21,920 | |
| | | | General Government Department Total | | | Decrease | (21,920) | |
| | | | **ADMINISTRATIVE SERVICES** | | | | | |
| 20-088 | 001 | Transfer | Administrative Services Annual Review | Human Resources | Regular Salaries & Wages | 001-1801-513.12-00 | (820) | x |
| 20-088 | 001 | Transfer | Administrative Services Annual Review | Human Resources | Accrual Payouts | 001-1801-513.12-12 | 820 | x |
| | | | *Additional budget is required to cover the a Human Resources Technician and Sr. Human Resources Coordinator accrual payouts.* | | | | | |
| 20-088 | 001 | Transfer | City Clerk Annual Review | City Clerk | Other Salaries & Wages | 001-1805-513.13-00 | (193) | x |
| 20-088 | 001 | Transfer | City Clerk Annual Review | City Clerk | Accrual Payouts | 001-1805-513.12-12 | 193 | x |
| | | | *Additional budget is required to cover the a Recording Secretary P/T accrual payouts.* | | | | | |
| | | | Administrative Services Total | | | Increase | 1,013 | |
| | | | Administrative Services Total | | | Decrease | (1,013) | |
| | | | **POLICE** | | | | | |
| 20-088 | 001 | Transfer | BAF-PD-Repairs Maint Operating BPV (07-22-20) | Police Admin/Operations | Operating Supplies | 001-2100-521.52-00 | (25) | PD18CS |
| 20-088 | 001 | Transfer | BAF-PD-Repairs Maint Operating BPV (07-22-20) | Police Admin/Operations | Operating Supplies | 001-2100-521.52-00 | (893) | GR2002 |
| 20-088 | 001 | Transfer | BAF-PD-Repairs Maint Operating BPV (07-22-20) | Police Admin/Operations | Machinery & Equipment | 001-2100-521.64-00 | (15,528) | PD14MC |
| 20-088 | 001 | Transfer | BAF-PD-Repairs Maint Operating BPV (07-22-20) | Police Admin/Operations | Repairs & Maint. Equip | 001-2100-521.46-00 | 25 | x |
| 20-088 | 001 | Transfer | BAF-PD-Repairs Maint Operating BPV (07-22-20) | Police Admin/Operations | Bullet Proof Vests | 001-2100-521.52-12 | 893 | GR2002 |
| 20-088 | 001 | Transfer | BAF-PD-Repairs Maint Operating BPV (07-22-20) | Police Admin/Operations | Operating Supplies | 001-2100-521.52-00 | 15,528 | x |
| | | | *This BAF is necessary because there was a charge made to the Repairs and Maintenance of Equipment account for the fuel storage tank on a p-card that the department was not aware of. Further, there was an additional vest that was purchased before the vest grant account was set up and the charge was reclassified. Finally, the traffic data collector was determined not to be a capital purchase so the funds were reclassified into the operating account and the funds need to follow the charges.* | | | | | |
| | | | Police Total | | | Increase | (16,421) | |
| | | | Police Total | | | Decrease | (25) | |
| | | | **FIRE DEPARTMENT** | | | | | |
| 20-088 | 001 | Transfer | Fire Department Annual Review | Fire Operations | Regular Salaries & Wages | 001-2201-522.12-00 | (58,331) | x |
| 20-088 | 001 | Transfer | Fire Department Annual Review | Fire Administration | Insurance | 001-2200-522.45-00 | (1,450) | x |
| 20-088 | 001 | Transfer | Fire Department Annual Review | Fire Administration | Accrual Payouts | 001-2200-522.12-12 | 711 | x |
| 20-088 | 001 | Transfer | Fire Department Annual Review | Fire Administration | Retirement Contribution - Firefighter | 001-2200-522.22-01 | 54,300 | x |
| 20-088 | 001 | Transfer | Fire Department Annual Review | Fire Administration | Fuel Oil & Lubricant | 001-2200-522.52-30 | 539 | x |
| 20-088 | 001 | Transfer | Fire Department Annual Review | Fire Operations | Accrual Payouts | 001-2201-522.12-12 | 4,031 | x |

| BAF # | Fund | Type | Note: | Division | Account Name | Account # | Amount | Project |
|---|---|---|---|---|---|---|---|---|
| 20-088 | 001 | Transfer | Fire Department Annual Review | Fire Operations | Clothing & Shoe Allowance | 001-2201-522.20-00 | 200 | x |
| | | | *All auto insurance was moved to the General Government (1600) account and is not need in the Fire Department Insurance account. Additional budget is required to cover the a Fire Inspector and District Fire Chief accrual payouts. The previous Fire Chief was budgeted in the Retirement Contribution (22-00), however the new Fire Chief is being charged to the Retirement Contribution - Firefighter (22-01) account. Additional budget is required for the Fuel Oil & Lubricant account.* | | | | | |
| | | | Fire Department Total | | | Increase | 59,781 | |
| | | | Fire Department Total | | | Decrease | (59,781) | |
| | | | **COMMUNITY DEVELOPMENT** | | | | | |
| 20-088 | 001 | Transfer | Community Development Annual Review | CD Administration | Regular Salaries & Wages | 001-3200-515.12-00 | (4,747) | x |
| 20-088 | 001 | Transfer | Community Development Annual Review | CD Administration | Accrual Payouts | 001-3200-515.12-12 | 2,322 | x |
| 20-088 | 001 | Transfer | Community Development Annual Review | CD Administration | Special Pay | 001-3200-515.15-00 | 425 | x |
| 20-088 | 001 | Transfer | Community Development Annual Review | CD Administration | Life/Health Insurance | 001-3200-515.23-00 | 2,000 | x |
| 20-088 | 001 | Transfer | Community Development Annual Review | CD Administration | Other Charges & Obligation | 001-3200-515.49-00 | (225) | x |
| 20-088 | 001 | Transfer | Community Development Annual Review | CD Administration | Training | 001-3200-515.55-00 | 225 | x |
| | | | *Additional budget is required to cover the Building Official accrual payouts. Two extra employees are receiving a cell phone allowance this fiscal year and additional budget is required in the Special Pay account. Due to employee vision or dental election changed for additional budget is requested in the Life/Health Insurance account. Budget was reallocated out of the Training account to cover the COVID19 costs, however a portion of the moved budget is still required and the budget is being moved back into the Training account.* | | | | | |
| 20-088 | 001 | Transfer | Community Development Annual Review | Economic Development | Regular Salaries & Wages | 001-3205-559.12-00 | (1,159) | x |
| 20-088 | 001 | Transfer | Community Development Annual Review | Economic Development | Accrual Payouts | 001-3205-559.12-12 | 1,159 | x |
| 20-088 | 001 | Transfer | Community Development Annual Review | Economic Development | Office Supplies | 001-3205-559.51-00 | (40) | x |
| 20-088 | 001 | Transfer | Community Development Annual Review | Economic Development | Rentals and Leases | 001-3205-559.44-00 | 40 | x |
| | | | *Additional budget is required to cover the a Economic Development Specialist accrual payouts. Stage Risers were rented for the AEDW 2019 event and charged to the Rentals and Leases account.* | | | | | |
| | | | Community Development Department Total | | | Increase | 6,171 | |
| | | | Community Development Department Total | | | Decrease | (6,171) | |
| | | | **PUBLIC WORKS** | | | | | |
| 20-088 | 001 | Transfer | Public Works Annual Review | Street Management | Regular Salaries & Wages | 001-3510-541.12-00 | (61,168) | x |
| 20-088 | 001 | Transfer | Public Works Annual Review | PW Administration | Accrual Payouts | 001-3500-519.12-12 | 44,971 | x |
| 20-088 | 001 | Transfer | Public Works Annual Review | PW Administration | Other Salaries & Wages | 001-3500-519.13-00 | 9,933 | x |
| 20-088 | 001 | Transfer | Public Works Annual Review | Street Management | Overtime | 001-3510-541.14-00 | 260 | x |
| 20-088 | 001 | Transfer | Public Works Annual Review | Parks & Beautification | Accrual Payouts | 001-3520-572.12-12 | 5,619 | x |
| 20-088 | 001 | Transfer | Public Works Annual Review | Facility Management | Accrual Payouts | 001-3560-519.12-12 | 385 | x |
| | | | *Additional budget is required to cover the Public Works Director / City Engineer, 3 Maintenance Worker II - PW, a Crewleader and a Supervisor II - Bldgs accrual payouts. The previous Public Works Director was in the DROP until November and therefore being charged to the Other Salaries & Wages account. The current Public Works Director is being charged to the Regular Salaries & Wages account. Additional overtime budget is required for this division due to vacant position.* | | | | | |
| 20-088 | 001 | Transfer | Public Works Annual Review | Street Management | Professional Services | 001-3510-541.31-00 | (14,960) | x |
| 20-088 | 001 | Transfer | Public Works Annual Review | Street Management | Membership/Publications | 001-3510-541.54-00 | (500) | x |
| 20-088 | 001 | Transfer | Public Works Annual Review | Street Management | Advertising | 001-3510-541.49-02 | (120) | x |
| 20-088 | 001 | Transfer | Public Works Annual Review | Street Management | Office Supplies | 001-3510-541.51-00 | (300) | x |
| 20-088 | 001 | Transfer | Public Works Annual Review | Street Management | Repairs & Maintenance | 001-3510-541.46-00 | 14,865 | x |
| 20-088 | 001 | Transfer | Public Works Annual Review | Street Management | Overtime | 001-3510-541.14-00 | 715 | x |
| 20-088 | 001 | Transfer | Public Works Annual Review | Street Management | Training | 001-3510-541.55-00 | 300 | x |
| | | | *Due to unforeseen equipment repairs, street light repairs, and inflated costs for PW20PS (Pineda Street) complete rehabilitation, 3510 is also seeking an additional supplement from General Fund through a separate Budget Amendment. This should cover the remaining work on our Annual Street Paving Program.* | | | | | |
| 20-088 | 001 | Transfer | Public Works Annual Review | Parks & Beautification | Operating Supplies | 001-3520-572.52-00 | (200) | x |
| 20-088 | 001 | Transfer | Public Works Annual Review | Parks & Beautification | Travel & Per Diem | 001-3520-572.40-00 | 200 | x |
| | | | *Additional budget is required to cover the cost of e-pass due to travel for training.* | | | | | |
| 20-088 | 001 | Transfer | Public Works Annual Review | Fleet Maintenance | Repairs & Maintenance | 001-3540-519.46-00 | (327) | x |
| 20-088 | 001 | Transfer | Public Works Annual Review | Fleet Maintenance | Repairs/Maint - Vehicle | 001-3540-519.46-03 | 46 | x |
| 20-088 | 001 | Transfer | Public Works Annual Review | Fleet Maintenance | Other Charges & Obligation | 001-3540-519.49-00 | 89 | x |
| 20-088 | 001 | Transfer | Public Works Annual Review | Facility Management | Janitorial Supplies | 001-3560-519.52-07 | 192 | x |
| | | | *Additional budget is required to cover the cost of vehicle repairs and maintenance, a reimbursement for an employee's CDL and for extra cleaning due to COVID19.* | | | | | |
| 20-088 | 001 | Transfer | Public Works Annual Review | Facility Management | Regular Salaries & Wages | 001-3560-519.12-00 | (5,185) | x |

| BAF # | Fund | Type | Note: | Division | Account Name | Account # | Amount | Project |
|---|---|---|---|---|---|---|---|---|
| 20-088 | 001 | Transfer | Public Works Annual Review | Facility Management | Other Salaries & Wages | 001-3560-519.13-00 | 5,000 | x |
| 20-088 | 001 | Transfer | Public Works Annual Review | Facility Management | Clothing & Shoe Allowance | 001-3560-519.20-00 | 185 | x |
| | | | *Due to COVID19 the City is performing extra cleaning and has reduced the number of events. The Leisure Services Facility Attendance are being utilized in the Public Works department to assist with the cleaning regiment. Additional shoe allowance is required to cover the cost of new hires.* | | | | | |
| | | | Public Works Department Total | | | Increase | *82,760* | |
| | | | Public Works Department Total | | | Decrease | *(82,760)* | |
| | | | General Fund Total | | | Increase | *209,690* | |
| | | | General Fund Total | | | Decrease | *(226,136)* | |
| | | | **COMMUNITY DEVELOPMENT BLOCK GRANT** | | | | | |
| | | | **COMMUNITY DEVELOPMENT** | | | | | |
| 20-088 | 103 | Transfer | CDBG Annual Review | Housing Grants | Medical / RX Self Insured | 103-3240-554.23-04 | (1,298) | x |
| 20-088 | 103 | Transfer | CDBG Annual Review | Housing Grants | Retirement Contribution | 103-3240-554.22-00 | 14 | x |
| 20-088 | 103 | Transfer | CDBG Annual Review | Housing Grants | Life/Health Insurance | 103-3240-554.23-00 | 279 | x |
| 20-088 | 103 | Transfer | CDBG Annual Review | Housing Grants | Workers Comp | 103-3240-554.24-00 | 25 | x |
| 20-088 | 103 | Transfer | CDBG Annual Review | Housing Grants | Benefit Offset | 103-3240-554.27-00 | 980 | x |
| | | | *Due to payroll allocation changes there is excess budget in the Medical / RX Self Insured account in a number of other payroll accounts are deficient.* | | | | | |
| | | | Community Development Block Grant Total | | | Increase | *1,298* | |
| | | | Community Development Block Grant Total | | | Decrease | *(1,298)* | |
| | | | **BREVARD COUNTY HOME** | | | | | |
| | | | **COMMUNITY DEVELOPMENT** | | | | | |
| 20-088 | 104 | Transfer | Home Annual Review | Housing Grants | Medical / RX Self Insured | 104-3240-554.23-04 | (738) | x |
| 20-088 | 104 | Transfer | Home Annual Review | Housing Grants | FICA Taxes | 104-3240-554.21-00 | 413 | x |
| 20-088 | 104 | Transfer | Home Annual Review | Housing Grants | Retirement Contribution | 104-3240-554.22-00 | 3 | x |
| 20-088 | 104 | Transfer | Home Annual Review | Housing Grants | Life/Health Insurance | 104-3240-554.23-00 | 70 | x |
| 20-088 | 104 | Transfer | Home Annual Review | Housing Grants | Workers Comp | 104-3240-554.24-00 | 7 | x |
| 20-088 | 104 | Transfer | Home Annual Review | Housing Grants | Benefit Offset | 104-3240-554.27-00 | 245 | x |
| | | | *Due to payroll allocation changes there is excess budget in the Medical / RX Self Insured account in a number of other payroll accounts are deficient.* | | | | | |
| | | | Brevard County Home Total | | | Increase | *738* | |
| | | | Brevard County Home Total | | | Decrease | *(738)* | |
| | | | **DEBT SERVICE FUND** | | | | | |
| | | | **GENERAL GOVERNMENT** | | | | | |
| 20-088 | 201 | Transfer | Debt Service Annual Review | General Government | Debt Service - Principal | 201-1600-517.71-00 | (32,910) | x |
| 20-088 | 201 | Transfer | Debt Service Annual Review | General Government | Wells Fargo Ricoh LS - Principal | 201-1600-517.71-01 | 31,877 | x |
| 20-088 | 201 | Transfer | Debt Service Annual Review | General Government | Wells Fargo Ricoh LS - Interest | 201-1600-517.72-01 | 1,033 | x |
| | | | *The Ricoh copier lease was originally budget in the Debt Service - Principal account. Two new accounts were created during the fiscal year specifically for the Ricoh lease.* | | | | | |
| | | | Debt Service Fund Total | | | Increase | 32,910 | |
| | | | Debt Service Fund Total | | | Decrease | (32,910) | |
| | | | **CAPITAL PROJECTS FUND** | | | | | |
| | | | **PUBLIC WORKS** | | | | | |
| 20-088 | 301 | Transfer | Capital Projects Annual Review | Capital Projects Management | Buildings | 301-3580-519.62-00 | (9,783) | CP1504 |
| 20-088 | 301 | Transfer | Capital Projects Annual Review | Capital Projects Management | Infrastructure | 301-3580-519.63-00 | 9,783 | CP1504 |
| | | | *A 6' Fence was added along the west boundary line and W&J took it out of their contingency which is in the 301-3580-519.62-00 account. The work was paid out of the 301-3580.63-00 account which left that account in the negative. A transfer is needed to bring 301-3580-519.63-00 back into the positive.* | | | | | |
| | | | Capital Projects Fund Total | | | Increase | 9,783 | |
| | | | Capital Projects Fund Total | | | Decrease | (9,783) | |
| | | | **WATER/SEWER FUND** | | | | | |
| | | | **FINANCE** | | | | | |
| 20-088 | 421 | Transfer | Finance Annual Review | Water Field Operations | Regular Salaries & Wages | 421-4025-536.12-00 | (9,478) | x |
| 20-088 | 421 | Transfer | Finance Annual Review | Water Field Operations | Other Salaries & Wages | 421-4025-536.13-00 | (15,908) | x |
| 20-088 | 421 | Transfer | Finance Annual Review | Water Field Operations | FICA Taxes | 421-4025-536.21-00 | (1,930) | x |
| 20-088 | 421 | Transfer | Finance Annual Review | Water Field Operations | Retirement Contributions | 421-4025-536.22-00 | (3,125) | x |

| BAF # | Fund | Type | Note: | Division | Account Name | Account # | Amount | Project |
|---|---|---|---|---|---|---|---|---|
| 20-088 | 421 | Transfer | Finance Annual Review | Water Field Operations | Life/Health Insurance | 421-4025-536.23-00 | (598) | x |
| 20-088 | 421 | Transfer | Finance Annual Review | Water Field Operations | Medical/RX Self Insured | 421-4025-536.23-04 | (8,231) | x |
| 20-088 | 421 | Transfer | Finance Annual Review | Water Field Operations | Worker's Compensation | 421-4025-536.24-00 | (397) | x |
| 20-088 | 421 | Transfer | Finance Annual Review | Inventory | Regular Salaries & Wages | 421-1506-536.12-00 | 9,478 | x |
| 20-088 | 421 | Transfer | Finance Annual Review | Inventory | Other Salaries & Wages | 421-1506-536.13-00 | 15,908 | x |
| 20-088 | 421 | Transfer | Finance Annual Review | Inventory | FICA Taxes | 421-1506-536.21-00 | 1,930 | x |
| 20-088 | 421 | Transfer | Finance Annual Review | Inventory | Retirement Contributions | 421-1506-536.22-00 | 3,125 | x |
| 20-088 | 421 | Transfer | Finance Annual Review | Inventory | Life/Health Insurance | 421-1506-536.23-00 | 598 | x |
| 20-088 | 421 | Transfer | Finance Annual Review | Inventory | Medical/RX Self Insured | 421-1506-536.23-04 | 8,231 | x |
| 20-088 | 421 | Transfer | Finance Annual Review | Inventory | Worker's Compensation | 421-1506-536.24-00 | 397 | x |
| | | | *During FY20 a new Inventory division was created in the Finance Department. Two warehouse employees were moved to the new division. The budget is being relocated from the original department/division to the new division accounts.* | | | | | |
| 20-088 | 421 | Transfer | Finance Annual Review | Utility Support Services | Regular Salaries & Wages | 421-1515-536.12-00 | (749) | x |
| 20-088 | 421 | Transfer | Finance Annual Review | Utility Support Services | Accrual Payouts | 421-1515-536.12-12 | 259 | x |
| 20-088 | 421 | Transfer | Finance Annual Review | Utility Support Services | Clothing & Shoe Allowance | 421-1515-536.20-00 | 490 | x |
| | | | *Additional budget is required to cover the a Meter Reader and a Utility Field Service Representative accrual payouts. Additional budget is required to cover shoe allowance for new hires.* | | | | | |
| | | | Finance Department Total | | | Increase | 40,416 | |
| | | | Finance Department Total | | | Decrease | (40,416) | |
| | | | **UTILITIES** | | | | | |
| 20-088 | 421 | Transfer | BAF-UT-4025-IT RELATED EXPENSES (7-10-20) | Water Field Operations | Machinery and Equipment | 421-4025-536.64-00 | (11,935) | CA2002 |
| 20-088 | 421 | Transfer | BAF-UT-4025-IT RELATED EXPENSES (7-10-20) | Water Field Operations | IT-Related Operating Expense | 421-4025-536.56-15 | 11,935 | x |
| | | | *Transfer funds in order to purchase five (5) replacement cameras for various exterior locations around the Utilities building. Existing cameras have been discontinued and will be replaced with new model.* | | | | | |
| 20-088 | 421 | Transfer | Utilities Annual Review | Water Administration | Regular Salaries & Wages | 421-4010-536.12-00 | (525) | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Water Administration | Special Pay | 421-4010-536.15-00 | 525 | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Water Administration | Contingency | 421-4010-536.39-00 | (175,876) | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Water Administration | Retirement Contribution | 421-4010-536.22-00 | 171,100 | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Emergency/Disaster Service | Operating Supplies | 421-4011-525.52-00 | 4,776 | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Water Administration | Professional Services | 421-4010-536.31-00 | (25,174) | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Water Administration | Repairs & Maintenance | 421-4010-536.46-00 | 684 | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Water Administration | Fuel Oil & Lubricant | 421-4010-536.52-30 | 13,779 | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Water Administration | IT-Related Operating Expense | 421-4010-536.56-15 | 10,711 | x |
| | | | *Additional budget is required in the Special Pay account to cover the cost of an employee receiving a cell phone allowance. The Contributions & donations account was over budget and we are reducing the budget to accommodate. The General Define Pension plan was originally budget in the Retirement Contributions account at a 50% split between General Fund and WaterSewer Fund however all active employees are located in the WaterSewer Fund so the full amount was charged to the Water Sewer Fund. Due to COVID19 pandemic the Emergency / Disaster Services account are being utilized to track the costs and require budget. The retirement and COVID19 costs are being funded through the use of Contingency. Additional budget is required to cover the cost of Fuel cost, Repairs & Maintenance and IT Target solutions.* | | | | | |
| 20-088 | 421 | Transfer | Utilities Annual Review | Dyal Plant | Regular Salaries & Wages | 421-4020-536.12-00 | (5,007) | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Dyal Plant | Accrual Payouts | 421-4020-536.12-12 | 4,947 | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Dyal Plant | Clothing & Shoe Allowance | 421-4020-536.20-00 | 60 | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Dyal Plant | Dyal Chemicals | 421-4020-536.52-09 | (1,912) | DYCH04 |
| 20-088 | 421 | Transfer | Utilities Annual Review | Dyal Plant | Operating Supplies | 421-4020-536.52-00 | 1,882 | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Dyal Plant | Membership/Publications | 421-4020-536.54-00 | 30 | x |
| | | | *Additional budget is required to cover the a Superintendent, Industrial Electrician II, and a Supervisor II - Water accrual payouts. Moving funds from Operating Supplies/Chemicals (52-09 Project # DYCH04) to Operating Supplies (52-00) to cover expenses for the rest of FY20 and also to Membership/Publications (54-00) to shore up the account. Finance going to council for this BAF.* | | | | | |
| 20-088 | 421 | Transfer | BAF-4020-Communication (7.22.20)-FY20 | Dyal Plant | Contract Services | 421-4020-536.34-00 | (10,000) | x |
| 20-088 | 421 | Transfer | BAF-4020-Communication (7.22.20)-FY20 | Dyal Plant | Communication | 421-4020-536.41-00 | 10,000 | x |
| | | | *Moving funds from Contract Services (34-00) to Communication (41-00) to cover expenses for the rest of FY20.* | | | | | |
| 20-088 | 421 | Transfer | Utilities Annual Review | Water Field Operations | Regular Salaries & Wages | 421-4025-536.12-00 | (91,083) | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Water Field Operations | Accrual Payouts | 421-4025-536.12-12 | 12,783 | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Water Field Operations | Other Salaries & Wages | 421-4025-536.13-00 | 78,300 | x |

| BAF # | Fund | Type | Note: | Division | Account Name | Account # | Amount | Project |
|---|---|---|---|---|---|---|---|---|
| 20-088 | 421 | Transfer | Utilities Annual Review | Water Field Operations | Operating Supplies | 421-4025-536.52-00 | (3) | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Water Field Operations | Membership/Publications | 421-4025-536.54-00 | 3 | x |
| | | | *Additional budget is required to cover the 2 Crewleader - WFO accrual payouts. Two employees entered the DROP after the FY20 budget was complete. Their remaining budget is being relocated to the correct salaries & wages account. Additional budget is required to cover the cost of membership/publications.* | | | | | |
| 20-088 | 421 | Transfer | Utilities Annual Review | Engineering | Contract Services | 421-4055-536.34-00 | (16,835) | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Engineering | IT-Related Operating Expense | 421-4055-536.56-15 | 16,835 | x |
| | | | *Additional budget is required to cover the cost of the Innovyze renewal.* | | | | | |
| 20-088 | 421 | Transfer | Utilities Annual Review | Water Reclamation | Regular Salaries & Wages | 421-4120-536.12-00 | (1,416) | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Water Reclamation | Accrual Payouts | 421-4120-536.12-12 | 1,416 | x |
| | | | *Additional budget is required to cover the a Maintenance Worker I - Sellers, a Apprentice Operator and a certified Operator B Lead accrual payouts.* | | | | | |
| 20-088 | 421 | Transfer | Utilities Annual Review | Sewer Field Operations | Contingency | 421-4125-536.39-00 | (58,705) | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Sewer Field Operations | Accrual Payouts | 421-4125-536.12-12 | 15,935 | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Sewer Field Operations | Other Salaries & Wages | 421-4125-536.13-00 | 42,770 | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Sewer Field Operations | Repairs & Maintenance | 421-4125-536.46-00 | (800) | x |
| 20-088 | 421 | Transfer | Utilities Annual Review | Sewer Field Operations | IT-Related Operating Expense | 421-4125-536.56-15 | 800 | x |
| | | | *Additional budget is required to cover the a Supervisor III - SFO and a maintenance Worker I - FO accrual payouts. Three employees entered the DROP after the FY20 budget was complete. Their remaining budget is being relocated to the correct salaries & wages account. Additional budget is required to cover the cost of IT-Related operating expenses.* | | | | | |
| | | | Utilities Department Total | | | Increase | 389,271 | |
| | | | Utilities Department Total | | | Decrease | (389,271) | |
| | | | WaterSewer Fund Total | | | Increase | 429,687 | |
| | | | WaterSewer Fund Total | | | Decrease | (429,687) | |
| | | | **STORMWATER FUND** | | | | | |
| | | | **PUBLIC WORKS** | | | | | |
| 20-088 | 423 | Transfer | Stormwater Annual Review | Stormwater Utility | Repairs & Maintenance | 423-3570-538.46-00 | (11,820) | x |
| 20-088 | 423 | Transfer | Stormwater Annual Review | Stormwater Utility | Electric/Water/Sewer | 423-3570-538.43-00 | 1,114 | x |
| 20-088 | 423 | Transfer | Stormwater Annual Review | Stormwater Utility | Repair/Maintenance-Vehicles | 423-3570-538.46-03 | 10,586 | x |
| 20-088 | 423 | Transfer | Stormwater Annual Review | Stormwater Utility | Other Charges and Obligation | 423-3570-538.49-00 | 120 | x |
| | | | *Additional budget is required to cover the cost of Electric/Water/Sewer, vehicle repair/maintenance and Fl License/tag replacement.* | | | | | |
| | | | Stormwater Fund Total | | | Increase | 11,820 | |
| | | | Stormwater Fund Total | | | Decrease | (11,820) | |

# City of Cocoa Budget Adjustment Form FY 2020 - 20-88-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 07/16/20

'FROM' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| ($ 753,793) | | | See attached Spreadsheet for Accounts | $ 0 | $ 0 | ($ 753,793) | $ 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 |
| ($ 753,793) | TOTAL | | | | | | |

'TO' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 753,793 | | | See attached Spreadsheet for Accounts | $ 0 | $ 0 | $ 753,793 | $ 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 |
| $ 753,793 | TOTAL | | | | | | |

REASON/JUSTIFICATION FOR ADJUSTMENT:

See attached Spreadsheet for details. Agenda 20-439

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 08/14/20 *RESOLUTION #:*

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

| | | |
|---|---|---|
| 7/16/20 Lea Malarae Digitally signed by Lea Malarae Date: 2020.07.16 17:01:25 -04'00' | 7/16/20 Lea Malarae Digitally signed by Lea Malarae Date: 2020.07.16 17:01:33 -04'00' | |
| Date Requestor's Signature | Date Finance Approval Signature | Date Finance Director's Signature |
| 8/3/20 Lora Howell Digitally signed by Lora Howell Date: 2020.08.03 09:42:52 -04'00' | 8/3/20 Lora Howell Digitally signed by Lora Howell Date: 2020.08.03 09:43:18 -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 10/2/19 - IT

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-453 | **Version:** | 1 | **Name:** | |
| **Type:** | Contract | | | **Status:** | Consent Agenda |
| **File created:** | 7/22/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Staff is requesting Council approval for the Interim City Manager and City Attorney to execute the First Amendment to the Restated Interlocal Agreement for Creation of the Transportation Planning Organization. (Public Works Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Cover Letter for 1st Amendment to Interlocal Agreement 01-2020.docx<br>Draft First Amendment to Restated Interlocal Agreement for Creation of the TPO.doc | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 22, 2020
Agenda Date: August 12, 2020
Prepared By: Bryant Smith III, P.E., CFM, Public Works Director
Through: Bryant Smith III, P.E., CFM, Public Works Director
Requested Action:
Staff is requesting Council approval for the Interim City Manager and City Attorney to execute the First Amendment to the Restated Interlocal Agreement for Creation of the Transportation Planning Organization.

## BACKGROUND:

The Space Coast Transportation Planning Organization (TPO) is seeking to amend the Restated Interlocal Agreement for Creation of the Transportation Planning Organization to allow Brevard County to serve as the representative of the Central Florida Expressway Authority. The Central Florida Expressway Authority is an agency that operates a major mode of transportation within the State of Florida and this First Amendment would allow for one county commissioner to serve on the Governing Board of the Central Florida Expressway Authority.

## STRATEGIC PLAN CONNECTION:

None

## BUDGETARY IMPACT:

None

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Staff is requesting Council approval for the Interim City Manager and City Attorney to execute the First Amendment to the Restated Interlocal Agreement for Creation of the Transportation Planning Organization.

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-461 | **Version:** | 1 | **Name:** | Change order #1 |
| **Type:** | Contract | | | **Status:** | Consent Agenda |
| **File created:** | 7/22/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Approve Change Order #1 to PO 75230 with Flowers Chemical Laboratories, Inc. to Pay Invoices through the End of FY2020. (Utilities Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Flowers Chemical labs PO # 75230.pdf<br>Breakdown of amount needed.pdf<br>1st Amend to Purch Agmt and Bid Form.pdf | | | | |

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

## CITY COUNCIL AGENDA ITEM

| | |
|---|---|
| Memo Date: | July 22, 2020 |
| Agenda Date: | August 12, 2020 |
| Prepared By: | Tiffany GiQuinto. Administrative Assistant |
| Through: | John A. Walsh, P.E., Utilities Director |

Requested Action:
To Approve Change Order #1 to PO 75230 with Flowers Chemical Laboratories, Inc. to Pay Invoices through the End of FY2020

**BACKGROUND:**

On October 1, 2019, City Council approved the award of ITB# B-18-06-COC, “Contract Laboratory Services” to Flowers Chemical Laboratories, Inc., Altamonte Springs, Florida, for laboratory services effective October 1, 2019 through September 30, 2020, and authorized the City Manager to execute the contract.

On October 8, 2019, PO 75320 was issued for $44,712, including shipping and freight. Due to additional samples and testing sites, a change order in the amount of $10K is needed to cover invoices through the end of FY2020. This amount brings the total of the Purchase Order to $54,712. The additional funds to be added to PO 75320 will exceed the Interim City Manager’s signing authority requiring City Council approval.

Staff is requesting approval of Change Order #1 to PO 75230 with Flowers Chemical Laboratories, Inc. to pay invoices through the end of FY20. As of to date, the current balance in the PO is less than

$2K which is insufficient to cover the necessary tests through the end of FY20.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

| | |
|---|---|
| Budgeted | Yes |
| If not budgeted, is amendment/transfer attached? | N/A |
| Amount Requested | $10,000 |
| Account Number | 421-4010-536.31-00 |
| Account Name | Professional Services |
| Source of Funds: | Operating Revenue |
| Change Order Amount | $10,000 |
| Original Purchase Order | 75230 |
| Original P.O. Amount | $44,712 |
| Total number of change orders to date | 1 |
| Total amount in change orders to date | $10,000 |

## PREVIOUS ACTION:

On December 12, 2017, City Council approved the award of Bid B-18-06-COC, “Contract Laboratory Services” to Flowers Chemical Laboratories, Inc., Altamonte Springs, Florida, for laboratory services effective January 1, 2018 through September 30, 2018, and authorized the City Manager to execute the contract.

On September 25, 2018, City Council approved the First Amendment to Purchase Agreement with Flowers Chemical Laboratories for contract laboratory services for two (2) consecutive 12-month periods, effective October 1, 2018 through September 30, 2020.

## RECOMMENDED MOTION:

To Approve Change Order #1 to PO 75230 with Flowers Chemical Laboratories, Inc. to Pay Invoices Through the End of FY2020.

# PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO.
75230
MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1417
VENDOR FAX NO.: 407-260-6110
VENDOR PH NO.: 407-339-5984

DATE
DATE REQUIRED 10/08/2019
9/30/2020

FLOWERS CHEMICAL LABORATORIES
P.O. BOX 150597
ALTAMONTE SPRIN FL 32715-0597

DELIVER TO:

City of Cocoa
UTILITIES ADMINISTRATION
351 SHEARER BLVD
COCOA FL 32922

*Florida Sales Tax Exemption No. 85-8012621548C-8*

BUYER/REQ. #
DK 0000039356
N. HERNANDEZ/MJP/4010

F.O.B.
COCOA

| Line# | Quantity | UM | Description | Unit Cost | Ext Cost |
|---|---|---|---|---|---|
| 1 | 44712.00 | SUM | BID #B-18-06-COC, CONTRACT LABORATORY SERVICES FOR LABORATORY SERVICES EFFECTIVE OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020. INCLUDES PICK UP FEES. 1ST AMENDMENT TO PURCHASE AGREEMENT EFFECTIVE OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2020, WAS APPROVED BY CITY COUNCIL ON SEPTEMBER 25, 2018; AGENDA FILE ID #18-425; ITEM V.5.<br><br>REF: FY19 P.O. 73370<br><br>**********OPERATING REVENUE********** | 1.0000 | 44712.00 |
| | | | | TOTAL | 44712.00 |

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT:** **Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140536631 00

CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

## TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

## Tiffany Giquinto

**From:** Maria Perez
**Sent:** Wednesday, July 8, 2020 08:10
**To:** Katherine Ennis
**Cc:** Norma Hernandez; Tiffany Giquinto
**Subject:** RE: Flowers PO - Change Order

Hi Katie:

We need:

**DW:**

| | | | |
|---|---|---|---|
| Monthlies | 364 x 3 | = | $ 1092 |
| TOC | 70 | | |
| Fluorides | 26 | | |
| Bromates | 15 | | |
| As | 8 | | |
| Rads | 245 | | |

QTY
THM 12 sites 135 x 12 = 1620

Weekly
THM's 2 x 95 = 190
5 x 40 = 200

Weekly total 390 *4*3 = 4680

**Waste Water**

Weekly

| | | |
|---|---|---|
| cBOD | 36 x 4 x 3 | = 468 |
| Weekly Nutrients | 40 x 4 x 3 | = 480 |

Monthly

| | | |
|---|---|---|
| DI | 50 x 3 | = 150 |
| Used Test | 225 x 2 | = 450 |
| Bracco | 40*3 | = 120 |

Quarterly

| | | |
|---|---|---|
| Metals | 165 | |
| MPN fecals | 98 x 7 = 686 | |
| Total Quarterly | | = 851 |
| Total | | $ 9,911 |

We have in the PO $ 2000
Missing to pay Weekly thm's 390 x 2 = 780
Cbod 36 x 2 = 72

Weekly Nutrients 40 x 2 = 80
$ 932

Probably a used test also $ 225

Thanks,
Maria

**Maria Jasmila Perez**
**Lab Manager**
**Water Quality Assurance Lab.**
351 Shearer Blvd., Cocoa, FL 32922
(321) 433-8707
mperez@cocoafl.org

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**City of Cocoa**

AMENDMENT TO PURCHASE AGREEMENT

# CONTRACT LABORATORY SERVICES
## AMENDMENT #1

This FIRST Amendment to the purchase agreement for Contract Laboratory Services is made and entered into as of August 28, 2018 by and between the City of Cocoa and **Flowers Chemical Laboratories Incorporated, PO BOX 150597, Altamonte Springs, Florida 32715-0597.**

The agreement, entered into on November 10, 2017 is hereby amended to renew for twenty-four (24) additional months, per the original schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on October 1, 2018 and terminating on September 30, 2020.

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

| **FLOWERS CHEMICAL LABORATORIES, INC.** | **CITY OF COCOA** |
|---|---|
| By: Jeff Flowers | By: John Titkanich |
| (Name) Printed | (Name) Printed |
| Pres. Dent | City Manager |
| (Title) | (Title) |
| 8/29/18 | 9/25/18 |
| Signature Date | Signature Date |

cc: Carie Shealy, City Clerk
Joel Travis Sivils, Water Quality Assurance Supervisor
Tammy Eastburn, Procurement Card Coordinator

BID FORM
CONTRACT LABORATORY SERVICES
City of Cocoa
BID NO. B-18-06-COC

Proposal of Flowers Chemical Laboratories, Incorporated
(Name)
481 Newburyport Ave, Altamonte Springs, FL 32701
(Address)

to furnish all materials, service, equipment, and labor required, for CONTRACT LABORATORY SERVICES as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Please provide all information requested in the tables below. Provide the DOH ID of the lab that that will be primarily performing the analysis for the analyte listed.

Required Analytes: Table I

| REQUIRED TESTS | Cost per Group | NELAC Lab DOH ID |
|---|---|---|
| Primary Standards (62-550) | $150.00 | E83018 |
| Secondary Standards (62-550) | $145.00 | E83018 |
| Annual Waste Water Effluent-Primary and Secondary Standards (62-550-except asbestos, color, and corrosivity), plus Dioxin | $1,486.00 | E83018 w/sub-contracting |
| Synthetic Organic Contaminants (SOCs) with Dioxin | $925.00 | E83018 w/sub |
| Volatile Organic Contaminants (VOCs) | $75.00 | E83018 |
| TTHM's - weekly and quarterly | $40.00 | E83018 |
| HAA5 | $95.00 | E83018 |
| Lead and Copper (Tap Sampling Analysis) | $15.00 | E83018 |
| Metals(Cd, Cr, Zn, Ni, Pb, Cu) for Annual DI Water Quality | $54.00 | E83018 |

Exhibit A

| REQUIRED TESTS | Cost per Group | NELAC Lab DOH ID |
|---|---|---|
| Expanded Effluent; Priority Pollutant Volatiles, Priority Pollutant Semivolatiles, Priority Pollutant Wet Chem parameters, Priority Pollutant Metals (DEP Form 62-620.910(2)) | $675.00 | E83018 |
| Sludge Parameters 62-640 (503 Metals and Nutrients) | $165.00 | EB3018 |
| Total Phosphorous | $ 15.00 | EB3018 |
| Nitrate | $ 10.00 | EB3018 |
| Nitrite | $ 10.00 | EB3018 |
| Total Kjeldahl Nitrogen | $ 15.00 | EB3018 |
| Total Nitrogen | $ 25.00 | EB3018 |
| Ammonia | $ 15.00 | EB3018 |
| Chloride | $ 13.00 | EB3018 |
| Sulfate | $ 13.00 | EB3018 |
| Bromate | $ 15.00 | EB3018 |
| Fluoride | $ 13.00 | EB3018 |
| Arsenic | $ 8.00 | EB3018 |
| Fecal Coliform (MPN) for Sludge | $ 78.00 | EB3018 |
| ICP/MS Metals (ie. Cd, Cr, Ni, Pb) | $ 8.00 | EB3018 |
| ICP Metals (ie. Zn, Si) | $ 8.00 | EB3018 |
| Mercury | $ 18.00 | EB3018 |
| Mercury (low level) | $ 85.00 | EB3018 |
| Sodium | $ 8.00 | EB3018 |
| Gross Alpha (including Uranium) | $ 30.00 | EB4025 |
| Gross Alpha (excluding Uranium) | $ 35.00 | EB4025 |
| Radium 226 | $ 65.00 | EB4025 |
| Radium 228 | $ 75.00 | EB4025 |
| Uranium | $ 75.00 | EB4025 |
| Turbidity | $ 5.00 | EB3018 |
| Individual THM (Dichlorobromomethane) | $ 40.00 | EB3018 |
| Total Organic Carbon | $ 35.00 | EB3018 |
| Di(2-ethylhexyl)phthalate (Base Neutral Extractables (525.2)) | $ 125.00 | EB3018 |
| Asbestos | $ 115.00 | EB7804 |
| Total Dissolved Solids | $ 12.00 | EB3018 |
| Lab DI Water Use Test | $ 225.00 | EB3018 |
| Volatile Solids | $ 15.00 | EB3018 |
| pH | $ 5.00 | EB3018 |
| Foaming Agents | $ 20.00 | EB3018 |
| Odor | $ 15.00 | EB3018 |
| Alkalinity | $ 13.00 | EB3018 |
| cBOD | $ 18.00 | EB3018 |
| Bioassay* (96-hour acute static renewal multi-concentration toxicity test using **Ceriodaphnia dubia** and **Cyprinella leedsi**) | $ 2,750.00 | EB2295 |

*Please list entire final cost (i.e. sample collected every 6 hours for 24 hours, list cost for entire sample set)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.



Exhibit A

The undersigned also agrees as follows:

1) FAMILIARITY WITH THE WORK:
The Contractor by executing this agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City of Cocoa will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his or her stated commitment to fulfill all the conditions referred to in this Agreement.

2) The undersigned Bidder also agrees to commence the work with an adequate force and equipment on January 1, 2018 following the issuance of the Purchase Order/Notice to Proceed.

3) Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

4) The quantities provided in the Bid Invitation are estimated usage for this project. Estimated quantities are for Bid preparation only and should not be interpreted as restrictive minimum or maximum quantities to which bid prices apply.

5) The Contract is for a period from January 1, 2018 through September 30, 2018. Contract is renewable for two (2) consecutive twelve (12) month periods, not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council.

6) The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 0070 General Conditions)

Receipt of Addenda Number(s) 1 is acknowledged.

Dated this 10 day of NOV, 2017.

Flowers Chemical Laboratories Incorporated
(Company or Corporation Name)

P.O. Box 150597
(Street or P.O. Box)

Altamonte Springs, FL 32715-0597
(City, State and Zip Code)

(407) 339-5984
(Area Code and Phone Number)

(407) 260-6110
(Area Code and Fax Number)

jeff@Flowerslabs.com
(Email Address)

By Jefferson S. Flowers, PhD
President/Technical Director (Name Printed and Title)

(Signature)

Exhibit A

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Jefferson Flowers who, after first being sworn by me,

affixed his/her signature in the space provided above on this 10 day of

November, 2017.

Samantha Cox
(Notary Public)

My commission Expires:

Notary Public State of Florida
Samantha A Cochran
My Commission GG 105408
Expires 05/18/2021

Exhibit A

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-499 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | Consent Agenda |
| **File created:** | 8/3/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-096-A for Community Development Block Grant Coronavirus (CDBG-CV) funds in the amount of $103,352. (Community Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Budget Resolution FY 2020.docx<br>City Clerk's Journal 5-13-20.pdf<br>BAF 20-096-A-CD-CARES CV (8-5-20) Agenda 20-499.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: August 3, 2020
Agenda Date: August 12, 2020
Prepared By: Ibis S. Berardi, Housing Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-096-A for Community Development Block Grant Coronavirus (CDBG-CV) funds in the amount of $103,352.

## BACKGROUND:

On March 27, 2020 the United States Congress passed The Coronavirus Aid, Relief, and Economic Security Act (H.R. 748). The bill provided $5 billion for Community Development Block Grant to rapidly respond to COVID-19 impacts like economic and housing hardships, to include the expansion of public services.

On April 2, 2020 the U.S. Department of Housing & Urban Development (HUD) notified the City of Cocoa was eligible to receive a special allocation through Community Development Block Grant Coronavirus (CDBG-CV) funds of $103,352.

On May 13, 2020, City Council conducted a Public Hearing to amend the FY 2019/2020 CDBG Action Plan to allocate Community Development Block Grant Coronavirus (CDBG-CV) funds and add activities in accordance with the City's CDBG Citizen Participation Plan; authorizing submission of the substantial amendment to the U.S. Department of Housing and Urban Development ( HUD); and authorize the Mayor to sign all subsequent certifications and agreements related to CDBG-CV. Staff

is requesting the Budget Amendment be approved for the amount of $103,352. The funds will be used for the following:

| | |
|---|---|
| **PUBLIC SERVICES:** | |
| **Community Services Council** (*meals on wheels & seniors at lunch)* | $13,780.27 |
| **Central Brevard Sharing Center** (*community kitchen)* | $13,780.27 |
| **Salvation Army** (*meals in domestic violence shelter)* | $13,780.27 |
| **RENTAL & MORTGAGE ASSISTANCE:** | |
| Central Brevard Sharing Center | $20,670.40 |
| Salvation Army | $20,670.39 |
| **CDBG ADMINISTRATION:** | $20,670.40 |
| **TOTAL CDBG FUNDS:** | **$103,352.00** |

## STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects in the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

## BUDGETARY IMPACT:

Budget Amendment Form #20-096-A

FY2020:
Amount: $103,352
Account: 103-0000-331.54-09
Account Name: CARES CV # B-20-MW-12-0003

Amount: $103,352
Account: 103-3240-554.83-09
Account Name: CARES CV # B-20-MW-12-0003

## PREVIOUS ACTION:

On May 13, 2020 City Council approved agenda item #20-242, during a Public Hearing to amend the FY 2019/2020 CDBG Action Plan to allocate Community Development Block Grant Coronavirus (CDBG-CV) funds and add activities in accordance with the City's CDBG Citizen Participation Plan; authorizing submission of the substantial amendment to the U.S. Department of Housing and Urban Development ( HUD); and authorize the Mayor to sign all subsequent certifications and agreements related to CDBG-CV. Staff is requesting the Budget Amendment be approved for the amount of $103,352.

## RECOMMENDED MOTION:

Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-096-A for

Community Development Block Grant Coronavirus (CDBG-CV) funds in the amount of $103,352.

- **Approved. Resolution to be executed and distributed as necessary.**

## VII. Public Hearings:

1. Conduct a Public Hearing to review the real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing. (20-228)

    - **Approved.**

2. Conduct a Public Hearing to amend the FY 2019/2020 CDBG Action Plan to allocate Community Development Block Grant Coronavirus (CDBG-CV) funds and add activities in accordance with the City's CDBG Citizen Participation Plan; authorize submission of the substantial amendment to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements related to CDBG-CV. (20-242). (Community Services Director)

    - **Approved.**

## VIII. Council Business:

1. Consider the Reappointment of Bruce Gilmore, as a regular member of the Board of Adjustment, through May, 2023. (20-240). (Administrative Services Director)

    - **Approved. Correspondence to the handled by the City Clerk's office.**

2. Consider the Removal of Mr. Jim McCarthy as the Citizen Representative for the Space Coast TPO Citizen Advisory Committee (CAC) and begin to accept applications for both a new Cocoa Citizen Representative and an Alternate member. (20-244). (Administrative Services Director)

    - **Information will be posted on Social Media and the Website in order to let citizens who are interested in serving to submit a letter of interest to the Clerk's office in time to be placed on the June 10th Council meeting.**

3. Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2019. (20-253). (Finance Director)

    - **Approved.**

# City of Cocoa Budget Adjustment Form FY 2020 - 20-096-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 08/05/20

## 'REVENUE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 103,352 | 103-0000-331.54-09 | | CARES CV #B-20-MW-12-0003 | $ 0 | $ 0 | $ 103,352 | $ 103,352 |
| $ 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 |
| $ 103,352 | TOTAL | | | | | | |

## 'EXPENSE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 103,352 | 103-3240-554.83-09 | | CARES CV #B-20-MW-12-0003 | $ 0 | $ 0 | $ 103,352 | $ 103,352 |
| $ 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 |
| $ 103,352 | TOTAL | | | | | | |

**REASON/JUSTIFICATION FOR ADJUSTMENT:**

CARES CV Agreement, #B-20-MW-12-0003, (CDBG-CV) , HUD $103,352 allocated in response to COVID-19 to prevent, prepare and respond to Cocoa citizens needs from the negative affects of COVID-19. Agenda Item 20-499.

**City COUNCIL APPROVAL REQUIRED?** *YES* (●) *NO* ( ) *DATE APPROVED:* 08/12/20 *RESOLUTION #:*

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

| | | | | | |
|---|---|---|---|---|---|
| 8/5/20 | Ibis Berardi — Digitally signed by Ibis Berardi Date: 2020.08.05 08:43:15 -04'00' | 8/5/20 | Lea Malarae — Digitally signed by Lea Malarae Date: 2020.08.05 15:17:38 -04'00' | | |
| Date | Requestor's Signature | Date | Finance Approval Signature | Date | Finance Director's Signature |
| 8/5/20 | Nancy Bunt — Digitally signed by Nancy Bunt Date: 2020.08.05 13:41:30 -04'00' | 8/7/20 | Lora Howell — Digitally signed by Lora Howell Date: 2020.08.07 08:10:03 -04'00' | | |
| Date | Department Director's Signature | Date | Deputy Fin. Director's Signature | Date | City Manager's Signature |

***FINANCE USE ONLY:***

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

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-452 | **Version:** | 1 | **Name:** | |
| **Type:** | Contract | | | **Status:** | Public Hearing |
| **File created:** | 7/21/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | City Council consideration and public comment on the allocation of the 2020 Edward Byrne Memorial Justice Assistance Grant in the amount of $16,617. (Chief of Police) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | FY 21 JAG Grant - Internal Application.pdf<br>JAG Legal Ad Conf..pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 21, 2020
Agenda Date: August 12, 2020
Prepared By: Michael Cantaloupe, Chief of Police
Through: N/A
Requested Action:
City Council consideration and public comment on the allocation of the 2020 Edward Byrne Memorial Justice Assistance Grant in the amount of $16,617

## BACKGROUND:

The Police Department received notification of its 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) allocation in the amount of $16,617. The project area identified the future use of grant funds for Surveillance Cameras to be deployed in several of the parks which have been identified within the City of Cocoa. The city will purchase the cameras and accessories needed to install, monitor, and record the cameras.

The term of the grant is for a period of four years, and all funds, and interest must be expended. The Police Department requests public comment and City Council's consideration. Funds will not be awarded until FY 2021 and at that time, the Department will present to City Council the award and accept the revenue.

## STRATEGIC PLAN CONNECTION:

Purchasing of the Surveillance cameras will enhance the level of safety and services the Police Department provides to the citizens of Cocoa. It will also allow for the more efficient policing through

the use of technology.

## BUDGETARY IMPACT:

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

| | |
|---|---|
| Amount Requested | $16,617 |
| Account Number | 001-2100-521.64-01 |
| Account Name | Capital/JAG Funds |

Source of Funds:

__X__ Grant Source: JAG Grant

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

City Council consideration and public comment on the allocation of the 2020 Edward Byrne Memorial Justice Assistance Grant in the amount of $16,617.

# INTERNAL GRANT APPLICATION FORM

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

| | |
|---|---|
| **DEPARTMENT:** Police | **DIVISION:** 2100 |
| **POINT OF CONTACT:** Susan L. Lambert | **PROJECT MANAGER:** John Hankins |
| **NAME OF GRANT:** FY21 Edward Byrne JAG Grant | |
| **CFDA#/CFSA#:** 16.738 | **FUNDING AGENCY:** Bureau of Justice Assistance |
| **AMOUNT REQUESTED: $** 16,617 | **GRANT DUE DATE:** 08/19/2020 |
| **PROJECT DESCRIPTION:** This award will be spent on adding and updating technology to assist in reducing crime in several areas throughout the City of Cocoa. | |
| **MATCH REQUIRED:** No<br>**(IF YES, HOW MUCH :) $** | **TARGET DATE TO COUNCIL:** 08/12/2020 |
| **REIMBURSEMENT GRANT:** No | **REIMBURSEMENT SCHEDULE:** award draw down |
| **WHAT ARE THE REPORTING REQUIREMENTS?**<br>Quarterly Financial Reports<br>Quarterly Performance Measure Reports<br>Semi-Annual Reports | |
| **FUTURE REQUIREMENTS TO CONSIDER:**<br>N/A | |

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

**Classified Ad Receipt**
**(For Info Only - NOT A BILL)**

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

**Customer:** CITY OF COCOA - TE

**Address:** 65 STONE ST
COCOA FL 32922
USA

**Ad No.:** 0004309014
**Pymt Method** Invoice
**Net Amt:** $144.33

**Run Times:** 1

**No. of Affidavits:** 1

**Run Dates:** 08/02/20

**Text of Ad:**

AD#4309014 8/2/2020

**CITY OF COCOA**
**NOTICE OF PUBLIC HEARING**
**August 12, 2020**

NOTICE IS HEREBY GIVEN that the Cocoa Police Department received notification of the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $16,617.00. The project area identified for future use of grant funds is for Surveillance Cameras to be deployed in several of the parks which have been identified within the City of Cocoa. The City will purchase the cameras and accessories needed to install, monitor, and record the cameras.

The City Council will hold a public hearing on Wednesday, August 12, 2020, at 6:00 p.m., in City Council Chambers, Cocoa City Hall, 65 Stone Street, Cocoa. Public Comment will be solicited on the proposed use of grant funding. If you have any questions, or require additional information, please contact the Office of the City Clerk by phone at 321-433-8484 or through email at cshealy@cocoafl.org.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting:

Carie Shealy, City Clerk, 65 Stone Street, Cocoa (321) 433-8484
Dated this the 28th
day of July, 2020
Carie Shealy, MMC, City Clerk

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-491 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Public Hearing |
| **File created:** | 7/31/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | APPROVAL OF A TREE REMOVAL for an oak tree in the right of-way adjacent to 3009 Dunhill Dr. with a replacement tree to be planted. (Community Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 3009 Dunhill Dr photos.pdf<br>Legal Ad Proof -PZ 8-5-20.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 31, 2020
Agenda Date: August 12, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
**APPROVAL OF A TREE REMOVAL** for an oak tree in the right of-way adjacent to 3009 Dunhill Dr. with a replacement tree to be planted.

## BACKGROUND:

Project Information

On June 25, 2020, Public Works staff was called to investigate complaints of root damage to the driveway related to an oak tree in the right-of-way at 3009 Dunhill Dr. The inspector found that the tree's root system has caused damage to both public and private property. Specifically, the tree's roots have pushed up the sidewalk causing it to twist and lift and causing trip hazards for the public. The City removed the sidewalk in the past, ground the tree roots and replaced the affected sidewalk in front of this address as can be seen in the attached photos. Additionally, the root system has caused lifting and some cracking of the property owner's driveway. The Public Works staff would like the tree removed to keep from having to do the repairs for the fourth or fifth time.

Public Works staff have determined that the tree is otherwise healthy and have recommended that a replacement tree be planted at the Forrest and US 1 pond or at Bracco Pond.

**Future l** MDR (Medium Density Resid
**Zoning** PUD (Planned Unit Developn

**Existing** Single Family home
**Council** District 3 - Council Member D

**Overview of Surrounding Area:**

| | Fu De | Zoning District | Land Use |
|---|---|---|---|
| No | MD Re | PUD (Planned U | Single-Family Residence |
| So | MD Re | PUD (Planned U | Single-Family Residence |
| Ea | MD Re | PUD (Planned U | Single-Family Residence |
| We | LD Re | City of Cocoa RU Brevard County F | Single-Family Residence |

Analysis

**Consistency with Code of the City of Cocoa**

*Consistent with Appendix A, Article XIII, Section 22, Landscape Requirements*

The provisions of Appendix A, Article XIII, Section 22(E), Tree Protection and Preservation, apply to trees in public rights-of-way. *Sec. 22 (E) (1) (c).*

> *The provisions of this subsection (E) shall apply to the following: (c) All public or private rights-of-way*

Also, because the tree in question is an oak tree and is located in the public right-of-way, the Tree Board shall make a recommendation to the City Council regarding the removal of the tree. *Sec. 22 (H) (1) (c)*

> *TREE BOARD. A tree board is hereby established which shall consist of the members of the city Planning and Zoning Board, and who shall serve by appointment of the City Council of the City of Cocoa, Florida.*
>
> *(c) No oak tree located on city public right-of-way or city owned property shall be removed or significantly pruned prior to review and recommendation by the tree board and approved by the city council, subject to the following exceptions:*

No exceptions apply in this circumstance. Accordingly, the Tree Board must make a recommendation regarding removal of the oak tree and the location and species of a replacement tree:

> *(d) Where an oak tree located on city public right-of-way or city owned property is removed for any reason, the tree board shall either:*
>
> *(1) Include with its recommendation to the city council regarding removal of the oak tree, a recommendation on both the location and species of a replacement tree;*
>
> *. . .*

Staff Finding: The tree in question has caused damage to both public and private property.

Specifically, the tree's roots have pushed up the sidewalk causing it to twist and lift and causing trip hazards for the public. The City removed the sidewalk in the past, ground the tree roots and replaced the affected sidewalk in front of this address. Additionally, the root system has caused cracking of the property owner's driveway. The Public Works staff would like the tree to be removed to keep from having to do repairs a fourth and fifth time at this address.

It is recommended that the tree be removed now to eliminate the continuing damage to the City's sidewalk and driveway to allow Public works to go in and fix the concrete that needs to be repaired. Public Works has recommended that a replacement oak tree be planted at the Forrest and US 1 pond or at Bracco Pond to enhance the public enjoyment of that park.

## STRATEGIC PLAN CONNECTION:

## BUDGETARY IMPACT:

**N/A**

## PREVIOUS ACTION:

The Planning & Zoning Board will hear this item at the meeting on Wednesday, August 5, 2020.

## RECOMMENDED MOTION:

Approval of the removal of an oak tree in the right-of-way adjacent to 3009 Dunhill Dr. with a replacement oak tree to be planted at either the Forrest and US 1 pond or at Bracco Pond.

3009 Dunhill Dr










3009




3011





# CITY OF COCOA
# NOTICE OF PUBLIC HEARING AND ZONING TEXT CHANGE

## NOTICE IS HEREBY GIVEN THAT

## THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL

## PROPOSE TO CONSIDER THE FOLLOWING:

A. APPROVAL OF A LARGE SCALE SITE PLAN (Integra Trails Apartments) consistent with Appendix A Zoning, Article XIII, Section 1, of the City Code to construct a total of 249 apartment units in five (5) apartment buildings, along with five (5) parking garage buildings, a clubhouse with pool, maintenance building and dog park on two (2) parcels located on the south side of State Road 524, and across from Lance Blvd and the Eastern Florida State College golf driving range. Parcel ID numbers: 24-35-13-00-00750.0-0000.00 and 24-35-24-00-00001.0-0000.00.

B. APPROVAL OF A TREE REMOVAL PERMIT at 3009 Dunhill Dr.
Removal of an oak tree in the City right-of-way and a replacement tree at Bracco Pond.

C. APPROVAL OF A TREE REMOVAL PERMIT at 2009 Ivy Dr.
Removal of an oak tree in the City right-of-way and a replacement tree at Bracco Pond.

D. APPROVAL OF A TREE REMOVAL PERMIT at 2226 Dartmouth
Removal of an oak tree in the City right-of-way and a replacement tree at Bracco Pond.

E. ORDINANCE NO. 09-2020
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 3-22.5 OF THE CITY CODE REGARDING TEMPORARY ON-PREMISE SIGNS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

F. ORDINANCE NO. 10-2020
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, OF THE CITY CODE TO AUTHORIZE THE OPERATION OF MOBILE VENDORS IN THE CITY; PROVIDING STANDARDS FOR OPERATING MOBILE VENDING UNITS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

G. ORDINANCE NO. 11-2020
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XI, SECTION 17 OF THE CITY CODE RELATING TO THE PLANNED UNIT DEVELOPMENT DISTRICT REGULATIONS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

H. ORDINANCE NO. 12-2020
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, SECTION 22, LANDSCAPING REQUIREMENTS, OF THE CITY CODE; AMENDING LAND CLEARING AND TREE PROTECTION AND REPLACEMENT STANDARDS; CREATING AN ARBOR MITIGATION FUND; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

**PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON**
**August 5, 2020**
**AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL**

**CITY COUNCIL WILL CONSIDER ALL ITEMS EXCEPT ITEM (A) APPROVAL OF LARGE SCALE SITE PLAN (Integra Trails Apartments) ON**
**August 12, 2020**
**AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL**

**Public Participation and Special COVID-19 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

These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.

(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to eighteen (18) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.

(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meetings@cocoafl.org or mailing to the following address:
City of Cocoa
Attn: Dodie Selig, Planning and Zoning Manager
65 Stone Street
Cocoa, FL 32922
Mailed comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.

(3 )Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet addresses:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
- City of Cocoa YouTube link at https://www.youtube.com/channel/UCbWJK7XQyPVBmp15Fwoa4jA Interested persons may submit their written comments or questions during the hearings by email at: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by calling 321-433-8446 or by accessing the e-comment link for this meeting using the Legistar calendar link above. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk as provided below.

The City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming P&Z/LPA and City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2). Specifically, one or more members of the P&Z/LPA and City Council may attend and participate by speakerphone.

**Special Information for Quasi-Judicial Hearings:**

The approval of a large-scale site plan (Integra Trails Apartments) is a quasi-judicial matter. Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Dodie Selig, Planning and Zoning Manager, at (321) 433-8510 or dselig@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses must be identified and all evidentiary documents and exhibits that are intended to be distributed to the P&Z/LPA and City Council must be submitted to Ms. Selig via email or mail at least five (5) days prior to the hearing.

**General Notice Information:**

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

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the 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 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 Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

FT-GCI0457087-01

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-492 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Public Hearing |
| **File created:** | 7/31/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | APPROVAL OF A TREE REMOVAL for an oak tree in the right of-way adjacent to 2009 Ivy Dr. with a replacement tree to be planted. (Community Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 2009 Ivy Dr photos.pdf<br>Legal Ad Proof -PZ 8-5-20.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 31, 2020
Agenda Date: August 12, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
**APPROVAL OF A TREE REMOVAL** for an oak tree in the right of-way adjacent to 2009 Ivy Dr. with a replacement tree to be planted.

## BACKGROUND:

I. Project Information

On April 27, 2020, Public Works staff was called to investigate complaints of root damage to the driveway related to an oak tree in the right-of-way at 2009 Ivy Drive. The inspector found that the tree's root system has caused damage to both public and private property. Specifically, the tree's roots have impacted the curb causing water to stand on the side of the road, cracked the driveway apron and the sidewalk. The City repaired the sidewalk in front of this address however, since then the roots have caused extensive damage to both the sidewalk as well as the property owner's driveway. The Public Works Department would like to remove the tree as it has caused serious damage to the property's driveway, curb, and sidewalk.

Public Works staff have determined that the tree is otherwise healthy and have recommended that a replacement tree be planted at the Forrest and US 1 pond or at Bracco Pond.

**Future Land Use:** LDR (Low Density Residential)

| | |
|---|---|
| **Zoning District:** | RU-1-7 (Single Family Residential) |
| **Existing Land Use:** | Single Family home |
| **Council District:** | District 4 - Council Member Lorraine Koss |

**Overview of Surrounding Area:**

| | Future Land Use Designation | Zoning District | Land Use |
|---|---|---|---|
| **North** | LDR (Low Density Residential) | RU-1-7 (Single Family Residential) | Single-Family Residence |
| **South** | LDR (Low Density Residential) | RU-1-7 (Single Family Residential) | Single-Family Residence |
| **East** | LDR (Low Density Residential) | RU-1-7 (Single Family Residential) | Single-Family Residence |
| **West** | LDR (Low Density Residential) | RU-1-7 (Single Family Residential) | Single-Family Residence |

## II. Analysis

**Consistency with Code of the City of Cocoa**

*Consistent with Appendix A, Article XIII, Section 22, Landscape Requirements*

The provisions of Appendix A, Article XIII, Section 22(E), Tree Protection and Preservation, apply to trees in public rights-of-way. *Sec. 22 (E) (1) (c).*

> *The provisions of this subsection (E) shall apply to the following: (c) All public or private rights-of-way*

Also, because the tree in question is an oak tree and is located in the public right-of-way, the Tree Board shall make a recommendation to the City Council regarding the removal of the tree. *Sec. 22 (H) (1) (c)*

> *TREE BOARD. A tree board is hereby established which shall consist of the members of the city Planning and Zoning Board, and who shall serve by appointment of the City Council of the City of Cocoa, Florida.*
>
> *(c) No oak tree located on city public right-of-way or city owned property shall be removed or significantly pruned prior to review and recommendation by the tree board and approved by the city council, subject to the following exceptions:*

No exceptions apply in this circumstance. Accordingly, the Tree Board must make a recommendation regarding removal of the oak tree and the location and species of a replacement tree:

> *(d) Where an oak tree located on city public right-of-way or city owned property is removed for any reason, the tree board shall either:*

*(1) Include with its recommendation to the city council regarding removal of the oak tree, a recommendation on both the location and species of a replacement tree;*

*. . .*

Staff Finding: The tree in question has caused damage to both public and private property. Specifically, the tree's roots have pushed up the curbing along Ivy Dr. causing it to twist and lift and causing water to stand on the side of the road. The City removed the sidewalk in the past, ground the tree roots and replaced the affected sidewalk in front of this address. Additionally, the root system has caused cracking of the property owner's driveway. The Public Works Department would like to remove the tree due to the fact that it has caused serious damage to the property's driveway, as well as the City's curb and sidewalk.

It is recommended that the tree be removed now to eliminate the continuing damage to the City's curbing and sidewalk and to allow the property owner to replace the driveway without future damage from the root system. Public Works has recommended that a replacement oak tree be planted at the US 1 and Forrest pond or at Bracco Pond to enhance the public enjoyment of that park.

## STRATEGIC PLAN CONNECTION:

## BUDGETARY IMPACT:

N/A

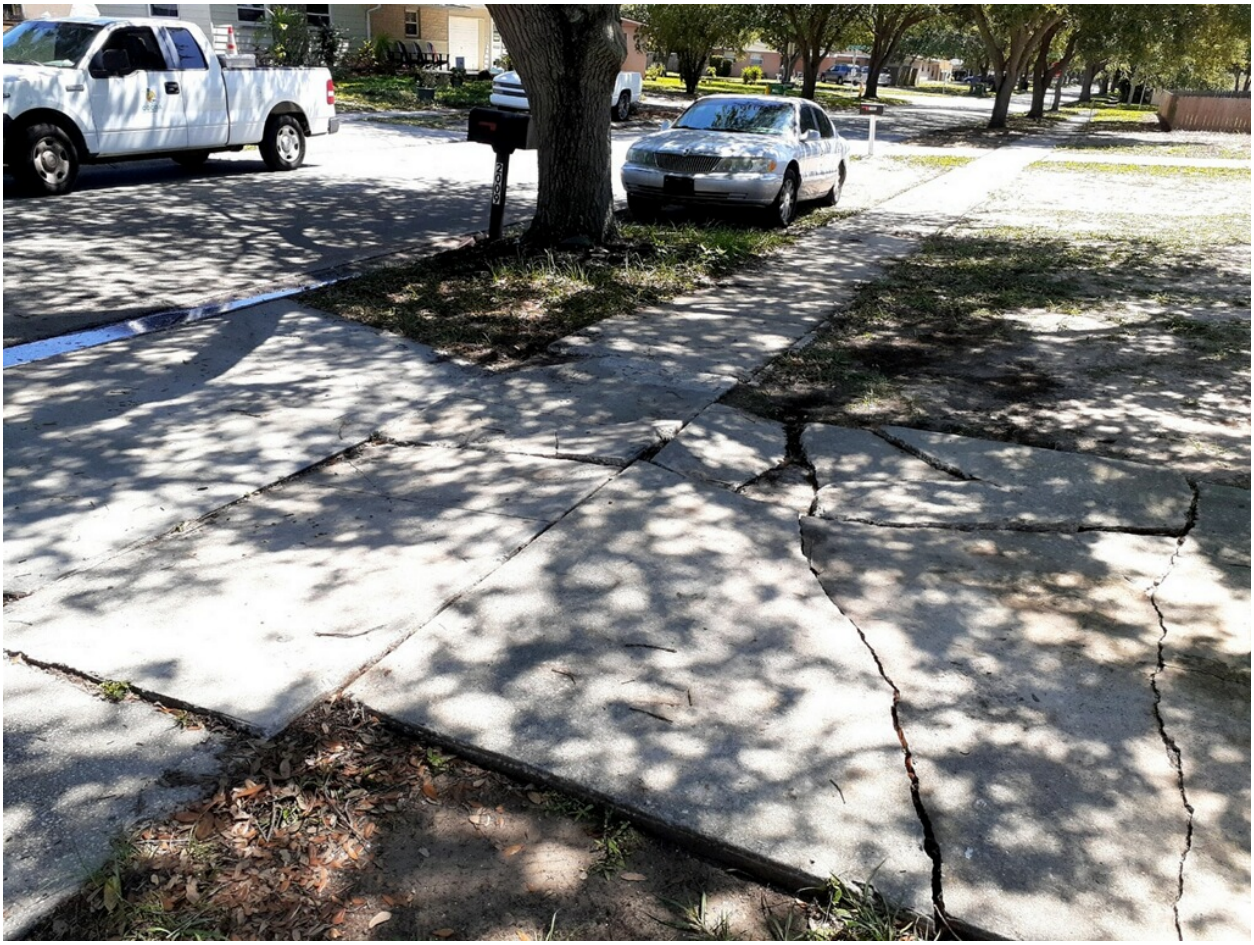
## PREVIOUS ACTION:

The Planning & Zoning/Tree Board will hear this item at the meeting on Wednesday, August 5, 2020.

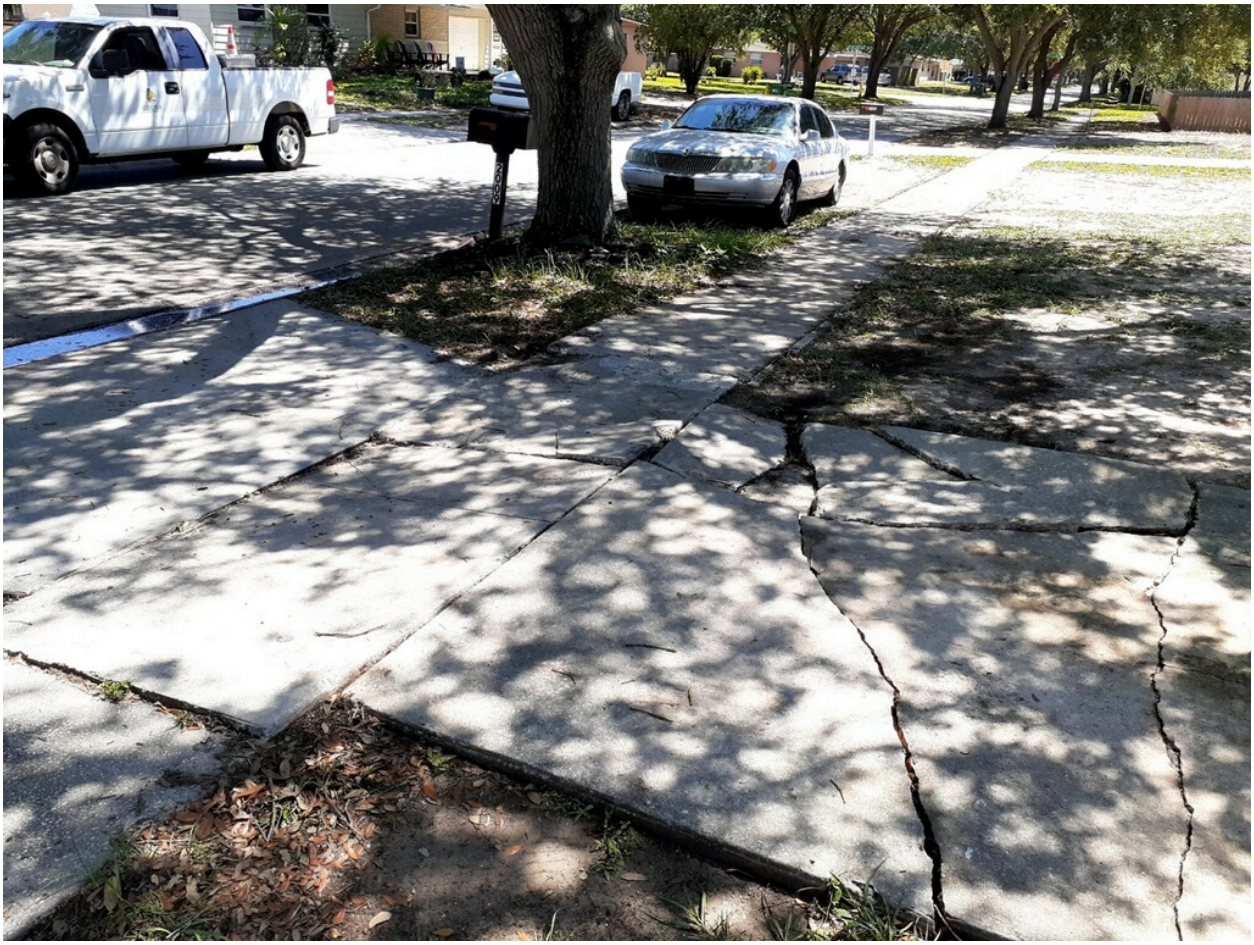
## RECOMMENDED MOTION:

APPROVAL OF A TREE REMOVAL for an oak tree in the right of-way adjacent to 2009 Ivy Dr. with a replacement tree to be planted.

2009 Ivy Dr.














F150
KIA
FORTE

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-493 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Public Hearing |
| **File created:** | 7/31/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | APPROVAL OF A TREE REMOVAL for an oak tree in the right of-way adjacent to 2226 Dartmouth Drive with a replacement tree to be planted. (Community Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 2226 Dartmouth.pdf<br>Legal Ad Proof -PZ 8-5-20.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 31, 2020
Agenda Date: August 12, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
**APPROVAL OF A TREE REMOVAL** for an oak tree in the right of-way adjacent to 2226 Dartmouth Drive with a replacement tree to be planted.

## BACKGROUND:

Project Information

On April 6, 2020, Public Works staff was notified of trip hazards in front of this address and across the street. After further investigation, it was found that the tree was causing damage not only to the sidewalk but also lifting the private driveway up as well. The trees were also causing drainage issues in the neighborhood as the raised curb has not been letting the water drain into the storm system properly. The City of Cocoa has replaced this sidewalk once and also has been out and serviced the sidewalk to reduce the trip hazards. This is such a narrow area the Streets and Stormwater Department would like the trees removed before they fix the issues again.

Public Works staff have determined that the tree is otherwise healthy and have recommended that a replacement tree be planted either elsewhere along the right-of-way or at Bracco Pond or the pond at Forrest and US 1.

| | |
|---|---|
| **Future Land Use:** | LDR (Low Density Residential) |
| **Zoning District:** | RU-1-7 (Single Family Residential) |
| **Existing Land Use:** | Single Family home |
| **Council District:** | District 4 - Council Member Lorraine Koss |

**Overview of Surrounding Area:**

| | Future Land Use Designation | Zoning District | Land Use |
|---|---|---|---|
| **North** | LDR (Low Density Residential) | RU-1-7 (Single Family Residential) | Single-Family Residence |
| **South** | LDR (Low Density Residential) | RU-1-7 (Single Family Residential) | Single-Family Residence |
| **East** | LDR (Low Density Residential) & Opens Space/Recreation | RU-1-7 (Single Family Residential) | Single-Family Residence |
| **West** | LDR (Low Density Residential) | RU-1-7 (Single Family Residential) | Single-Family Residence |

Analysis

**Consistency with Code of the City of Cocoa**

*Consistent with Appendix A, Article XIII, Section 22, Landscape Requirements*

The provisions of Appendix A, Article XIII, Section 22(E), Tree Protection and Preservation, apply to trees in public rights-of-way. *Sec. 22 (E) (1) (c).*

> *The provisions of this subsection (E) shall apply to the following: (c) All public or private rights-of-way*

Also, because the tree in question is an oak tree and is located in the public right-of-way, the Tree Board shall make a recommendation to the City Council regarding the removal of the tree. *Sec. 22 (H) (1) (c)*

> *TREE BOARD. A tree board is hereby established which shall consist of the members of the city Planning and Zoning Board, and who shall serve by appointment of the City Council of the City of Cocoa, Florida.*
>
> *(c) No oak tree located on city public right-of-way or city owned property shall be removed or significantly pruned prior to review and recommendation by the tree board and approved by the city council, subject to the following exceptions:*

No exceptions apply in this circumstance. Accordingly, the Tree Board must make a recommendation regarding removal of the oak tree and the location and species of a replacement tree:

*(d) Where an oak tree located on city public right-of-way or city owned property is removed for any reason, the tree board shall either:*

*(1) Include with its recommendation to the city council regarding removal of the oak tree, a recommendation on both the location and species of a replacement tree;*

*. . .*

Staff Finding: The tree in question has caused damage to both public and private property. Specifically, the tree's roots have pushed up the curbing along Dartmouth Dr. causing it to twist and lift and causing water to stand on the side of the road. The City has removed the sidewalk in the past, ground the tree roots and replaced the affected sidewalk in front of this address. Additionally, the root system has caused lifting with some cracking of the property owner's driveway. The Public works staff would like the trees removed before the concrete is replaced again.

It is recommended that the tree be removed now to eliminate the continuing damage to the City's curbing and to allow the Public Works staff to replace the driveway apron without future damage from the root system. Public Works has recommended that a replacement oak tree be planted either elsewhere along the right-of-way or at Bracco Pond to enhance the public enjoyment of that park or at the pond on US 1 and Forrest Ave.

## STRATEGIC PLAN CONNECTION:

## BUDGETARY IMPACT:

**N/A**

## PREVIOUS ACTION:

The Planning & Zoning/Tree Board will hear this item at the meeting on Wednesday, August 5, 2020.

## RECOMMENDED MOTION:

Approval of the removal of an oak tree in the right-of-way adjacent to 2226 Dartmouth Dr. with a replacement oak tree to be planted either: elsewhere along the right-of-way, at Bracco Pond or at the pond at US 1 and Forrest Ave.

# 2226 Dartmouth









# Legislation Details (With Text)

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| **File #:** | 20-494 | **Version:** | 1 | **Name:** | |
| **Type:** | Ordinance | | | **Status:** | Public Hearing |
| **File created:** | 7/31/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Pass on First Reading: Ordinance 10-2020, amending Appendix A. Zoning, Article XIII of the City Code, to authorize the operation of mobile vending units and providing locations and regulations for the use. (Community Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Exhibit A - Ord. 10-2020 - Mobile Vending 7-29-20.pdf<br>Mobile Vending Map - Village Area 7-27-20.pdf<br>Mobile Vending Map - Village Area with zone colors 7-30-20.pdf<br>Mobile Vending Map - with zone colors 7-30-20.pdf<br>Mobile Vending Map 7-27-20.pdf<br>Legal Ad Proof -PZ 8-5-20.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
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# CITY COUNCIL AGENDA ITEM

Memo Date: July 31, 2020
Agenda Date: August 12, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on First Reading: Ordinance 10-2020, amending Appendix A. Zoning, Article XIII of the City Code, to authorize the operation of mobile vending units and providing locations and regulations for the use.

## BACKGROUND:

### I. Zoning Ordinance Amendment Analysis

In accordance with Appendix A. Zoning, Article XXI, Section 1(G)(2) of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

*a. The need and justification for the change.*

*b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate*

*consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.*

**Need and justification for change**

City staff have been directed to research and propose an ordinance providing for the regulation of mobile vending uses, including mobile food dispensing facilities, within the City. (Exhibit A) Mobile vendors offer both goods and services to customers within a localized area. The relatively low investment required of a mobile vending unit means they appeal to entrepreneurs lacking a large cash fund to establish a fixed business location. This allows new businesses to establish a customer base and potentially open a fixed business location in the future. Because they are able to move locations easily, they can travel to wherever the demand for their products is greatest. That mobility also allows mobile vendors to participate in special events such as farmers markets, carnivals, fairs, cook-offs, races, parades and fundraisers.

On the other hand, mobile vendors can undermine the success of traditional brick-and-mortar businesses. The mobile vendor pays no taxes to the city it operates in (beyond a Business Tax Receipt where such is required). A traditional business makes a considerable financial investment in establishing a place of business and has a monthly overhead in operating costs far beyond that of a mobile vendor. Moreover, there is a common perception that mobile vendors draw customers away from existing traditional businesses and are therefore viewed as unwelcome competitors.

Staff has tried to balance the pros and cons of mobile vending as a use and has drafted the proposed ordinance with that intent. The ordinance will allow mobile vendors to operate within the city limits under the regulations included within the proposed ordinance. It will also give the City a year to assess the potential demand for the use as well as any negative impacts or issues resulting from the mobile vending uses. At the end of one year, staff will bring a report back to the Council outlining the effect of the ordinance and offering a recommendation regarding any future regulation of the use.

In addition to balancing the traditional pros and cons of mobile vending uses, the Florida Legislature during the 2020 legislative session, passed HB 1193, codified at section 509.102, Florida Statutes, which preempts the City from enacting certain regulations with respect to “mobile food dispensing vehicles.” The City must take this limited preemption into account when enacting any regulations impacting “mobile food dispensing vehicles.”

A “mobile food dispensing vehicle” means any vehicle that is a public food service establishment and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal. The statute prohibits a city from requiring a separate license, registration, or permit beyond those established by DBPR as a condition for the mobile food dispensing vehicle's operation in the City. In addition, the statute prohibits a City from requiring a separate fee beyond those established by DBPR as a condition for the mobile food dispensing vehicle's operation in the City. Cities may not prohibit mobile food dispensing vehicles from operating within the entirety of the city's jurisdiction. However, the City could still prohibit mobile food dispensing vehicles from operating in certain parts or zoning districts of the City, just not all.

Furthermore, the statute provides that it may not be construed as affecting a city's "authority to regulate the operation of mobile food dispensing vehicles other than the regulations described in

subsection (2)." This means that other than requiring a specialized permit or charging fees, the City may still regulate food trucks. For example, the City could require hand washing stations, seating, or a host of other aesthetic or other practical requirements when adopting an ordinance permitting mobile food trucks in certain areas of the city. Also note that s. 509.032(7)(a), F.S., still provides that the regulation of public food service establishments, including, but not limited to, sanitation standards, inspections, training and testing of personnel, and matters related to the nutritional content and marketing of foods offered in such establishments, is preempted to the state. This section does not preempt the authority of a local government to conduct inspections of public food service establishments for compliance with the Florida Building Code and the Florida Fire Prevention Code, pursuant to ss. 553.80 and 633.206.

Summary of the Ordinance provisions:

Who: The following types of mobile vendors will be allowed to operate within the city:

- A mobile service provider who travels to a customer's home or place of business by appointment
  (ex. Mobile pet groomers, car detailers, mobile caterers)

- A mobile vendor, including mobile food dispensing vehicles, who is a contracted vendor under a public Special Event permit issued by the City.
  (ex. Craft fairs, chili cook-off)

- A mobile vendor, including mobile food dispensing vehicles, who is operating on private property if the property owner has obtained site plan approval for accessory mobile vending sales.
  (ex. Church carnival)

- A mobile vendor, including mobile food dispensing vehicles, will be allowed to operate on a privately owned property up to a maximum of 60 days per year, provided the property owner obtains a site plan establishing a mobile vending use on their property. The 60-day limit allows a vendor to have a regularly scheduled stop at the same location once a week throughout the year as well as 2 long weekends for holiday sales.
  (ex. Vendor at a weekly farmer's market, food truck at a bar once a week)

  - Mobile vending use on a privately owned property shall be limited to one mobile vendor at a time, except during a public or private special event or city organized event. However, there is no limit on the total number of vendors or duration of the site plan for property owners in the proposed ordinance. A property owner could have a different mobile vendor operating every day during the year, provided there was no specific vendor located on the property for more than 60 days during that year. This provision is designed to preserve the "mobile" nature of this type of use.

When: Between the hours of 8am and 10pm, unless the vendor is operating as part of a public special event.

Where:

- Mobile service providers are allowed by appointment at the customer's residence or business in any zoning district in the City.

- Mobile vendors and food dispensing vehicles are allowed in the following zoning districts pursuant to a site plan: Commercial (C-G, C-N, C-P, C-W, and commercial/mixed-use PUD); Industrial (M-1, M-2); or Institutional (INST)

- Mobile vending shall be allowed on property which is designated Commercial (C-C) on the City's official zoning map, pursuant to a site plan, provided that no such mobile vendor shall be allowed to operate on such property during a public Special Event unless said mobile vendor is contractually affiliated with the public Special Event permit.

- Mobile vending uses are specifically prohibited in the CBD and CBD/CVO districts unless the mobile vendor is contractually affiliated with a public Special Event permit.

- Mobile vending uses are specifically prohibited in all residentially zoned districts, unless the principal use of the property is not residential.

- Mobile vendors are prohibited on municipally owned property, sidewalks, rights-of-way, easements and alleys, except during public special events.

How: The ordinance provides a series of regulations on the operation of mobile vendors and mobile food dispensing vehicles. These are designed to limit potential negative impacts to the city and provide a safe operational environment for the vendor, customer and city residents. Some of these regulations include the following:

- The subject property must be a developed site that has, at a minimum, a paved parking surface with defined parking spaces. The property may have an existing building, with or without a current occupant.
- No more than one (1) mobile vending unit shall be parked or in operation on a single property at any given time, except during public or private special events and city organized events.
- Mobile vending units and all materials associated with such vehicles must be physically moved at least daily and cannot remain on the subject property outside the approved hours of operation unless for a public or private special event.
- A mobile vending unit shall not be located on private property upon which uncorrected code violations exist, or which is under citation for code violations.
- When the mobile vendor will be operating on private property, a notarized affidavit signed by the property owner shall be obtained and kept within the mobile vending unit indicating that the vehicle has permission to operate and vend on the property.
- No alcohol sales are permitted except as approved for a public special event or other event approved by the City.
- The mobile vending unit cannot obstruct vehicular or pedestrian traffic and cannot be located on the property unless the area will continue to provide the required off-street parking spaces and circulation for the existing uses on the property.
- Waste and wastewater must be captured, contained and removed by the mobile vendor unless placed in a commercial dumpster with the permission of the property owner.

- Mobile vendors must comply with noise regulations of the City Code and cannot play amplified music or other sounds for the mobile vending unit.

**Relationship and consistency with Comprehensive Plan Policies and Objectives**

The following Comprehensive Plan policy supports the proposed zoning text amendment:

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.

GOAL 1.3: The City of Cocoa shall enhance the quality of life and prosperity of its citizens through the retention and creation of a wide range of profitable business opportunities and jobs.

Objective 1.3.1: Economic Base Enhancement. The City of Cocoa shall seek to establish and maintain a stable and growing economic base through strategic incentive programs and diversification of the economy.

**STRATEGIC PLAN CONNECTION:**

**BUDGETARY IMPACT:**

**N/A**

**PREVIOUS ACTION:**

The Planning & Zoning Board will hear this item at the meeting on Wednesday, August 5, 2020.

**RECOMMENDED MOTION:**
Pass on First Reading: Ordinance 10-2020, amending Appendix A. Zoning, Article XIII of the City Code, to authorize the operation of mobile vending units and providing locations and regulations for the use.

**ORDINANCE NO. 10-2020**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, OF THE CITY CODE TO AUTHORIZE THE OPERATION OF MOBILE VENDORS IN THE CITY; PROVIDING STANDARDS FOR OPERATING MOBILE VENDING UNITS; 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 Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS,** currently, the City of Cocoa does not permit mobile vendors of goods and services, including food, to operate within the City except during special events; and

**WHEREAS,** the City Council desires to amend the Zoning Code to permit the operation of mobile vending units in the City, subject to certain conditions, and may require in certain locations of the City site plan approval for accessory mobile vending sales uses; and

**WHEREAS,** with respect to mobile food dispensing vehicles specifically, the Florida Legislature recently enacted Section 509.102, Florida Statutes, which defines the term "mobile food dispensing vehicle" as any vehicle that is a public food service establishment and that is self-propelled or otherwise moveable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal; and

**WHEREAS,** the City Council recognizes that, effective July 1, 2020, Section 509.102, Florida Statutes, provides a limited state preemption regarding "mobile food dispensing vehicles" and that a municipality may not require a separate license, registration, or permit other than the license required by the state, or require the payment of any license, registration, or permit fee other than the fee required by the state, as a condition for the operation of a mobile food dispensing vehicle within the municipality; and

**WHEREAS,** the City Council also recognizes that Section 509.102, Florida Statutes, provides that a municipality may not prohibit mobile food dispensing vehicles from operating within the *entirety* of a municipal jurisdiction; and

**WHEREAS,** the City Council further finds that although Section 509.102, Florida Statutes, does preempt municipalities in certain areas, Section 509.102, Florida Statutes, is intended to be only a partial preemption of municipal home rule authority because it expressly

states that "[T]his section may not be construed to affect a municipality, county, or other local governmental entity's authority to regulate the operation of mobile food dispensing vehicles other than the regulations described in subsection (2) . . ." of the statute; and

**WHEREAS,** the City Council hereby finds that, despite Section 509.102, Florida Statutes, municipalities continue to enjoy significant home rule authority to regulate land use and zoning and operational standards related to mobile food dispensing vehicles and other types of mobile vendors; and

**WHEREAS,** under regulated circumstances, mobile vendors provide a valuable and convenient service to the community by providing services, goods, and food and beverage options at special events and other appropriate venues; and

**WHEREAS,** the City Council wishes to support convenient mobile vending options at special events and other appropriate venues and encourage local business and entrepreneurship by adopting uniform regulations to allow the operation of mobile vending units within the City and mobile food dispensing vehicles consistent with the preemption provided in Section 509.102, Florida Statutes; and

**WHEREAS,** the City Council finds that the use and operation of mobile vending units on real property directly affects the use of land within the City, and therefore, such uses are subject to the City's legitimate land use and zoning powers under the Florida Municipal Home Rule Powers Act, Community Planning Act and other applicable law. *See also*, *Village of Euclid, Ohio v. Ambler Realty Co.*, 272 U.S. 365 (1926) (The concept of planning and zoning is a legitimate exercise of the police power of municipalities.); and

**WHEREAS,** unless the operation of mobile vending units within the City is limited to certain zoning districts or temporary special events, and subject to some level of site plan review by the City to ensure that the real property on which they operate is suitable to accommodate such use, the operation of such vehicles may negatively impact the use of real property and surrounding properties and create public nuisances; and

**WHEREAS,** the City Council desires to avoid such negative impacts and public nuisances; and

**WHEREAS,** the City Council also finds that the use and operation of mobile vending units should be governed by other traditional land use and zoning requirements as more specifically stated herein in order to avoid adverse negative effects which may be cause by the operation of such vehicles on real property and safeguard the community; and

**WHEREAS,** the City Council further finds that for mobile vending units to successfully operate their respective businesses for profit within the jurisdictional limits of the City, such vendors must also rely upon and use City streets; and

**WHEREAS,** the City Council additionally finds and recognizes that Florida courts have long held that municipalities have the historic ability to regulate commercial use of City streets and that the use of public roads for profit is a privilege, not a right, and can be regulated and controlled by the government in furtherance of the public health, safety and welfare. *See Seaboard Air Line Ry. Co. v. Wells*, 100 Fla. 1027, 1034, 130 So. 587, 591 (Fla. 1930); *Pennington v. Quigg*, 94 Fla. 1056, 1065, 114 So. 859, 862 (Fla. 1927) (The right to use city streets for conducting private business is not an inherent right and can only be acquired by permission or license from the city); *Jarrell v. Orlando Transit Co.*, 123 Fla. 776, 778, 167 So. 664, 665 (Fla. 1936) (There is then no such thing as a natural right to use the public highways for commercial purposes. A city may grant a limited right to use the streets for private business, but such is "a privilege that may be restricted or withdrawn at the discretion of the granting power. The power to do so is plenary and may extend to absolute prohibition"); and

**WHERAS,** the City Council deems that it is necessary to regulate mobile vending units operating upon streets within the City so such vendors operate in a manner that avoids traffic conflicts and congestion and otherwise generally protects public safety and does not detract from the aesthetic beauty and attractiveness of the surrounding streetscape and properties; 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, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

**Section 2.** **Code Amendment.** Appendix A, Zoning, Article XIII of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in this Article. It is intended that the text in this Article denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance.):

## APPENDIX A - ZONING

*** * ***

## ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

*** * ***

**Section 32. – Mobile Vending**

(A) *Purpose and intent*. The purpose and intent of this section is to establish land use and zoning regulations for real property upon which a mobile vendor is authorized to operate within the jurisdictional limits of the City. This section is neither intended to prohibit mobile food dispensing vehicles from operating within the entirety of the City nor regulate the licensing, registration, permitting and fees of mobile food dispensing vehicles preempted by the state under section 509.102, Florida Statutes.

(B) *Definitions*. As used in this section, the following words and phrases shall have the following meanings, unless the context clearly indicates that a difference meaning is intended:

*Accessory* shall mean clearly incidental or subordinate to and customary in connection with the principal building or use on a developed site and which is located on the same lot or parcel with such principal building or use.

*City Manager* shall mean the City Manager or designee thereof.

*Food* shall mean all substances commonly used for human consumption as food, beverage, confectionery or condiments, whether simple, mixed or compound, and all substances or ingredients used in preparation thereof.

*Mobile Food Dispensing Vehicle* shall have the same meaning as that term is defined in Section 509.102(1), Florida Statutes, and upon the effective date of this Section means any vehicle that is a public food service establishment and that is self-propelled or otherwise moveable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

*Mobile vendor* shall mean any person that sells or offers for sale services or goods from a mobile vending unit within the City, including operators of mobile food dispensing vehicles. References in this section to mobile vendors shall include operators of mobile food dispensing vehicles unless expressly stated otherwise.

*Mobile vending unit includes:*

(1) A motorized vehicle from which a mobile vendor offers for sale or sells goods or services to the public; or

(2) A mobile food dispensing vehicle; or

(3) A "sidewalk vending cart" defined as a pushcart-type vehicle propelled by human power which has been specifically designed or used for purposes of offering for sale or selling goods or services to the public, but not including, by way of example, racks, wheelbarrows, dollies, grocery carts, baby carriages, tables, chairs, benches, cabinets, or other furniture and boxes, buckets, tubs, or other containers or devices which normally rest on the ground, whether or not wheels

have been attached; or

(4) A trailer that is pulled by a motorized vehicle and has no power to move on its own from which a mobile vendor offers for sale or sells goods or services to the public; or

(5) Any other mobile device approved by the City Manager from which a mobile vendor offers for sale or sells goods or services to the public.

*Public road* shall mean any public right-of-way for cars and trucks in the city.

*Public special event* shall mean any organized, temporary public or private celebration or gathering of people including, by way of example, events relating to athletic contests, carnivals, fairs, cook-offs, entertainment, dancing, music concert, dramatic productions, art exhibitions, parades, city organized events, and fundraisers (such as religious, charitable, patriotic or philanthropic events), including the sale of merchandise, food or alcohol, or any combination of the foregoing, which is permitted pursuant to Section 2-402 of the City Code.

*Private special event* shall mean any organized, temporary public or private celebration or gathering of people, held entirely on privately owned property and related to the primary use of the property, including, by way of example, events relating to athletic contests, carnivals, fairs, cook-offs, entertainment, dancing, music concert, dramatic productions, art exhibitions, parades, promotional events, and fundraisers (such as religious, charitable, patriotic or philanthropic events), including the sale of merchandise, food or alcohol, or any combination of the foregoing.

(C) *General Requirements.* Mobile vendors, except for those operating on real property authorized in this section and in compliance with the requirements of this section, are prohibited and unlawful in the City. Mobile vendors shall be permitted under the following conditions:

(1) All mobile vendors, except mobile food dispensing vehicles, shall obtain a local business tax receipt if required by Chapter 12 of the City Code.

(2) Mobile vendors providing services via a mobile vending unit by appointment at a customer's place of business or residence shall be permitted in the City, which shall include:
   a. Mobile pet grooming, car detailing, and similar services; and
   b. Mobile caterers who are hired for private catering purposes to serve guests of a catered event, so long as:
      i. The mobile caterer is parked entirely on private property;
      ii. Service is limited to the guests of the catered event only; and

iii. No payment transaction shall occur for individual orders taken by the mobile caterer.

(3) Mobile vendors providing services or selling goods via a mobile vending unit at a public special event shall be authorized to operate in the City pursuant to the issued special event permit.

(4) Mobile vendors providing services or selling goods via a mobile vending unit on private property shall not be permitted unless the property owner obtains a site plan authorizing accessory mobile vending sales on the property as provided in subsection (G) herein. In no case shall a mobile vendor be permitted to operate on the same parcel of real property for more than sixty (60) total consecutive or nonconsecutive days per calendar year.

(5) Property owners desiring to authorize one or more mobile vendors to locate on their real property shall be required to obtain a site plan authorizing accessory mobile vending sales as provided in subsection (G) herein. In no case shall a property owner allow a specific mobile vendor to locate on their real property for more than a total of sixty (60) consecutive or nonconsecutive days per calendar year. Property owners may be required to obtain a local business tax receipt if renting space to the mobile vendor pursuant to the requirements of Chapter 12 of the City Code.

(D) *Authorized Locations.* Mobile vending is prohibited on municipally owned property, sidewalks, rights-of-way, easements and in alleys, except during city organized events or as authorized by a public special event permit. Subject to the terms and conditions set forth in this section, mobile vendors shall be allowed to operate within the jurisdictional limits of the City in the following authorized areas:

(1) All zoning districts in the City where the mobile vendor provides services via a mobile vending unit by appointment at a customer's place of business or residence.

(2) Private real property zoned commercial (C-N, C-G, C-W, CP, and commercial/mixed-use PUD); industrial (M-1, M-2); or institutional (INST) on the City's official zoning map as an accessory mobile vending sales use authorized on a site plan issued pursuant to subsection (G).

(3) Accessory mobile vending sales shall be allowed on private real property which is zoned Core Commercial (C-C) on the City's official zoning map pursuant to a site plan obtained as provided in subsection (G), provided that no such mobile vendor shall be allowed to operate on such property during a public special event unless said mobile vendor is contractually affiliated with the city-approved public special event.

(4) Accessory mobile vending sales uses shall be allowed on private real property which is zoned residential on the City's official zoning map pursuant to a site plan obtained as provided in subsection (G) only if the principal use of the property is not residential.

(5) Accessory mobile vending sales uses are specifically prohibited in the CBD and CBD/CVO districts. Site plans authorizing accessory mobile vending sales uses in the CBD and CBD/CVO districts shall not be issued. This subsection does not preclude mobile vendors from operating in the CBD and CBD/CVO pursuant to an issued special event permit.

(6) Within a clearly delineated area on City property or a public right-of-way which has been specifically and temporarily set aside for a mobile vending unit to operate during a public special event or city organized event which is open to the general public, provided the event has been lawfully permitted by the City and any mobile vendor has been contractually arranged by the event organizer to be part of the event.

(E) *Conditions of Land Use and Operational Standards.* The following land use and operational standards shall apply to all mobile vendors operating within the City, except for mobile vendors providing services via a mobile vending unit by appointment at a customer's place of business or residence:

(1) When the mobile vendor will be operating on private property, a notarized affidavit signed by the property owner shall be obtained and kept within the mobile vending unit indicating that the vehicle has permission to operate and vend on the property. The affidavit must also indicate that the property owner acknowledges the following requirements:

a. The property owner shall comply with all ordinances regarding solid waste disposal and must provide the mobile vending unit access to solid waste collection on the subject property;
b. The property owner shall ensure that the property will be continuously maintained in a neat, clean, and orderly manner.
c. The property owner shall require that the mobile vending unit meet all applicable federal, state and local statutes, regulations, laws, ordinances, rules and codes including, but not limited to, applicable land use and zoning requirements regarding the subject property, including site plan requirements; and
d. The property owner shall acknowledge that the property owner understands the regulations governing all mobile vendors in subsection (E)

and the regulations specifically governing mobile food dispensing vehicles in subsection (F) of this section and will be held responsible, along with the mobile vendor, for any code violations.

(2) The subject property must be a developed site which has, at a minimum, a paved parking surface with defined parking spaces. The property may have an existing building, with or without a current occupant.

(3) No more than one (1) mobile vending unit shall be parked or in operation on a single property at any given time, except during public or private special events and city organized events.

(4) Except during a public special event and city organized events, hours of operation shall be limited between 8:00 a.m. and 10:00 p.m. The person in charge of the mobile vending unit when in operation on the developed site must be present at all times during hours of operation.

(5) Mobile vending units and all materials associated with such vehicles must be physically moved at least daily and cannot remain on the subject property outside the approved hours of operation unless for a public or private special event. Except for public or private special events, overnight parking of mobile vending unit is prohibited unless located within an enclosed garage or on property zoned for an authorized open storage use and said storage complies with the requirements of the City Code.

(6) A mobile vending unit may not be located on a private parking area unless the area will continue to provide the required off-street parking spaces and circulation for existing uses on the property as determined by City staff.

(7) The wheels of a mobile vending unit must not be removed.

(8) No signs or signage, other than that which can be contained on the mobile vending unit and one sandwich board sign, of no more than 12 square feet in area, shall be permitted, which may not be placed in such a manner as to interfere with pedestrian facilities or the right-of-way. Signs may not extend above the mobile vending unit.

(9) All merchandise must be located on the mobile vending unit.

(10) No mobile vending unit may be located within 10 feet of any building or structure.

(11) No mobile vending unit may be located within 50 feet of any flammable

combustible liquid or gas storage and dispensing structure.

(12) A mobile vending unit shall not be located on private property upon which uncorrected code violations exist, or which is under citation for code violations.

(13) Mobile vending units shall not sell alcohol unless specifically approved as part of a public special event or other permit approved by the City. The alcohol-related restrictions of Chapter 4 of the City Code are applicable unless otherwise authorized by the City Code, or, expressly waived by the City.

(14) The operation of a mobile vending unit must not obstruct or interfere with vehicular or pedestrian traffic, building access, fire lanes, crosswalks, driveways, fire hydrants, loading areas, stormwater drainage systems, or landscape buffers associated with the principal use. Specifically, mobile vending units must not enter or park upon any "no parking" area, loading zone, driveway, handicapped parking space, or designated public safety lane (e.g., fire lanes) or within twenty (20) feet of a crosswalk or within fifteen (15) feet of a fire hydrant or storm drainage structure.

(15) Mobile vending units must not enter or park upon playgrounds, playing fields and courts, sidewalks, footpaths or bicycle paths except where permitted by a public special event permit.

(16) Amplified music or other sounds from any mobile vending unit or from audio equipment installed on the developed site by the property owner or person in charge of the mobile vending unit for purposes of vending, attracting or encouraging the congregation of customers shall be prohibited.

(17) Mobile vending units shall maintain an appropriate number and size of operable fire extinguishers.

(18) Police and fire departments, or any authorized representative thereof, shall have the right at any time to suspend operations or request the mobile vendor to relocate when the vendor is causing or contributing to an imminent public safety hazard.

(19) The operation of a mobile vending unit shall not create or cause nuisance conditions to include, but not be limited to, displaying flags or unauthorized signage, loud noises, visual glare, flashing or animated lights, shouting or amplified music or sound, excessive fumes or smoke, environmental hazards, and any vehicular or pedestrian hazard.

(20) The grounds around the mobile vending unit and within the vending space shall be kept free of litter, trash, paper and waste at all times. Waste containers shall be provided and all trash shall be taken with the vehicle when the vendor leaves or, with the permission of the property owner, placed inside a commercial dumpster in use and located on the site. Waste containers shall be weighted or otherwise secured in an upright position. The mobile vendor is responsible for containing and properly disposing of all solid waste and wastewater pursuant to local and state rules, regulations and laws.

(21) Any canopies, awnings or any other attachments must be supported entirely by the mobile vending unit and may not touch the ground.

(22) It is prohibited and unlawful for a mobile vending unit to fail to comply with all state and City traffic and parking, and stopping and standing laws, codes, ordinances, rules and regulations.

(23) The mobile vendor may not use any flashing or blinking lights or strobe lights. The mobile vendor may provide localized lighting on or in the mobile vending unit for the purpose of illuminating the customer ordering area to ensure customer safety, for the purpose of food preparation, and for the purpose of menu illumination.

(24) The mobile vending unit must be self-contained and may not connect to city water or power during operation while located on public right-of-way.

(25) All mobile vendors must ensure that individuals with disabilities have comparable access to mobile vending units. If existing designs cannot be modified to be accessible to people with disabilities, the method of providing service must be modified to become accessible. No object shall block any pedestrian pathway or ADA access.

(26) The mobile vendor must comply with the noise provisions of the City Code. Portable generators must be securely affixed to the unit during operation. Generators may not exceed a rating of 60 dBA pursuant to industry standard measurements. Idling of a mobile vending unit is prohibited while preparing or serving food. Exhaust from a generator and all mobile vending operations, including food preparation, must be directed away from the service window and adjacent sidewalk.

(F) *Conditions of Land Use and Operational Standards for Mobile Food Dispensing Vehicles.* In addition to the requirements of subsection (E) of this section, mobile food dispensing vehicles shall comply with the following land use and operational standards when operating within the City:

(1) A copy of the appropriate license(s) issued from the Florida Department of Business & Professional Regulation (Division of Hotels and Restaurants) shall be maintained on the mobile food dispensing vehicle at all times when the vehicle is in operation on real property located within the City, and shall be made available for inspection upon request by the City's law or code enforcement officers.

(2) Outdoor dining areas including, but not limited to, tables, chairs, booths, bar stools, benches, and standup counters shall only be permitted if expressly authorized in a site plan or a special event permit.

(3) Mobile vendors are prohibited from serving food from a free-standing barbeque grill or fryer.

(4) Selling or dispensing of food to customers in a moving vehicle or otherwise engaging in drive-up sales is prohibited from a mobile food dispensing vehicle.

(5) Mobile food dispensing vehicles must not discharge waste, fat, oil, grease or such other similar substances from the vehicle. All such substances related to or generated from the vehicle shall be taken with the vehicle when vehicle leaves the subject property.

(6) Mobile food dispensing vehicles must comply, as applicable, with the standards specified by Chapter 5K-4.002, Florida Administrative Code, and the U.S. Food and Drug Administrative 2001 Food Code, as such codes may be amended from time to time.

(G) *Site Plan Approval for accessory mobile vending sales use.* When the mobile vending unit will be operating on private property, the vehicle must be parked when in operation within an area on the property specifically authorized for a mobile vending unit on the property owner's City-approved master site plan. If the property owner does not have specific site plan approval for a mobile vending unit on the master site plan, the property owner shall be required to obtain supplemental site plan approval by the City Manager before the mobile vending unit may operate on the subject property. For purposes of obtaining supplemental site plan approval, the property owner shall submit a site plan or detailed sketch depicting the proposed location of the mobile vending unit operations; all parking spaces, entrances and exits to and from the site; and distances from any buildings or structures, sidewalks, rights-of-way, fire hydrants, fire lanes and landscaped areas, and such other information or documentation deemed by the City Manager to be reasonably necessary to authorize a mobile vending unit on the subject property in a manner that is compatible with the existing uses on the subject property and the surrounding area and protects the public health, safety and welfare of the citizens of the City. The mobile vending unit area must be on a

paved surface and not exceed an area of 600 square feet unless the City Manager determines more area is required and the subject property clearly has ample space to support a larger sales area. The approved area must not adversely affect existing uses on the subject property or the flow of pedestrian and vehicular traffic on the developed site. There must be an adequate number of parking spaces available for the general public visiting the developed site. Supplemental site plan approval granted by the City Manager under this subsection is subject to being suspended or revoked pursuant to subsection (H) or at such time the master site plan is revoked or modified by the Planning and Zoning Board or City Council.

(H) *Penalties.*

(1) Owners and operators of mobile vending units, and property owners on which such units operate, shall be joint and severally liable for any violations of this section. The penalty provisions set forth in section 1-8 of the City Code shall apply to violations of this section.

(2) In addition to the penalties authorized by subsection (1), the City Manager may also suspend or revoke the property owner's site plan approval for accessory mobile vending use and/or special event permit, as may be applicable, upon a finding that a mobile vending unit was operating on the subject property in violation of this section. Prior to suspending or revoking the applicable site plan approval and/or special event permit, the City Manager shall:

(i) Afford the property owner notice of the violation(s) and a reasonable, informal opportunity to be heard regarding the violation(s);

(ii) Consider the property owner's past record of compliance with this section and related laws; and

(iii) Consider the degree of risk to public health, safety, and welfare arising from the alleged violation(s) in evidence.

(3) The City Manager's decision under subsection (2) shall be rendered in writing and shall be deemed final.

(4) Any site plan approval or special event permit suspended or revoked pursuant to this subsection shall immediately be void and of no further use and effect to any person. If revoked, the property owner shall be prohibited from seeking subsequent site plan approval for accessory outdoor sales or a special event permit for the subject property for a period of one (1) year from the date of the revocation.

*** * ***

**Section 3.** **Report to City Council.** One year following the effective date of this Ordinance, city staff shall present a report to the City Council containing the number of property owners seeking site plan approval for accessory mobile vending sales uses, an analysis of any negative impacts or issues resulting from mobile vending uses in the City, and any further recommendations regarding regulation of such uses.

**Section 4.** **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

**Section 5.** **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

**Section 6.** **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 7.** **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2020.

_____

**Jake Williams Jr., Mayor**

ATTEST:

_____

Carie Shealy, City Clerk

# Potential Mobile Vending Areas

CBD

CVO

C-C

INST

M-2

M-1

C-W

C-G

C-P

C-N

City Parcels

City of Cocoa

0 0.125 0.25

Miles

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# Potential Mobile Vending Areas

COCOA
FLORIDA

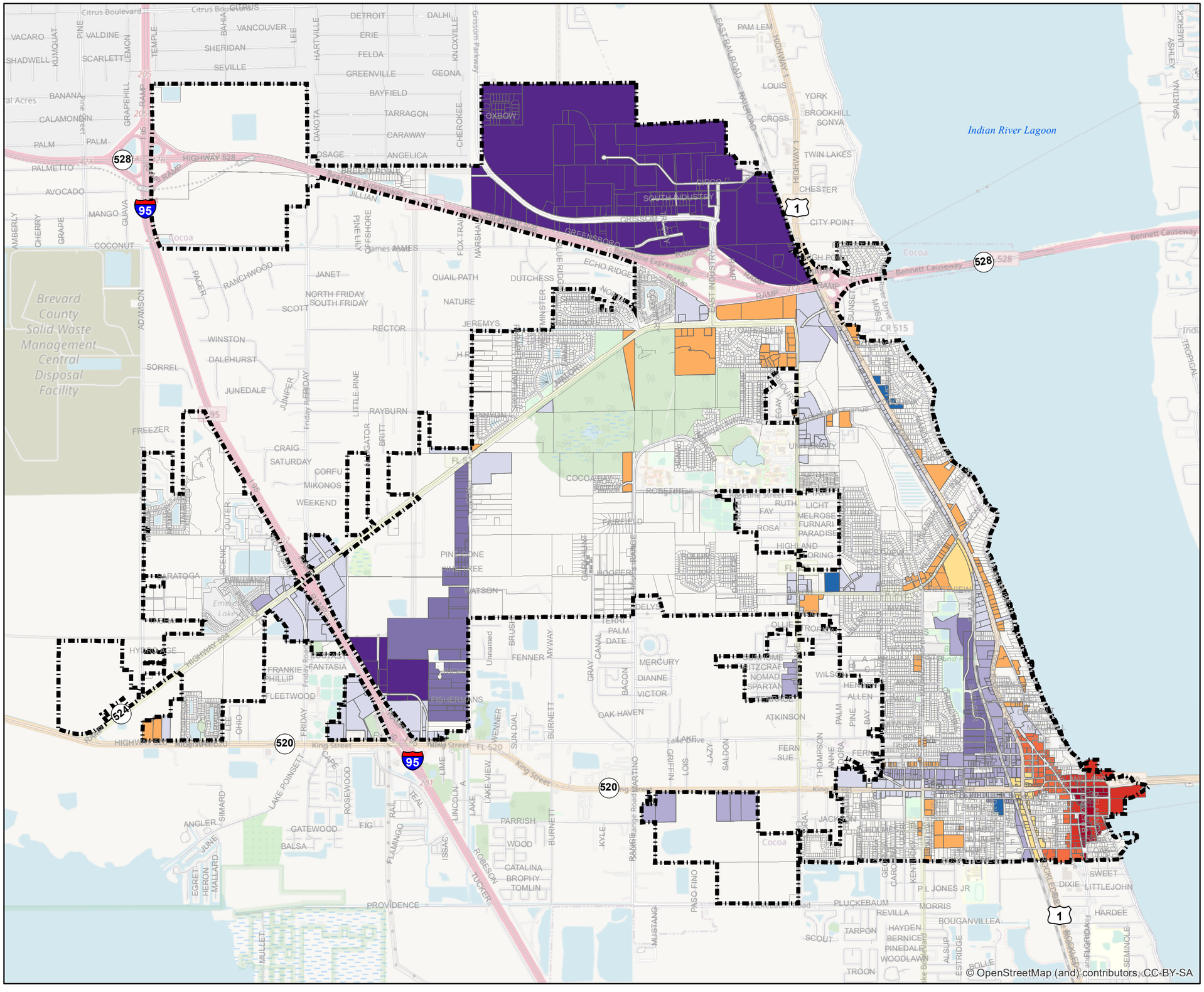
- CBD
- CVO
- C-C
- INST
- M-2
- M-1
- C-W
- C-G
- C-P
- C-N
- City Parcels
- City of Cocoa

0 0.125 0.25
Miles

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# Potential Mobile Vending Areas







- CBD
- CVO
- C-C
- INST
- M-2
- M-1
- C-W
- C-G
- C-P
- C-N
- City Parcels
- City of Cocoa

0 0.5 1
Miles

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# Potential Mobile Vending Areas

COCOA FLORIDA

- CVO
- CBD
- C-C
- INST
- M-2
- M-1
- C-W
- C-G
- C-P
- C-N
- City Parcels
- City of Cocoa

0 0.5 1
Miles

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## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-495 | **Version:** | 1 | **Name:** | |
| **Type:** | Ordinance | | | **Status:** | Public Hearing |
| **File created:** | 7/31/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Pass on First Reading: Ordinance No. 09-2020, amending Chapter 3, Section 3-22.5, of the City Code, regarding temporary signs. (Community Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Ordinance 09-2020 Temporary On-Premise Signs.pdf<br>Legal Ad Proof -PZ 8-5-20.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 31, 2020
Agenda Date: August 12, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on First Reading: Ordinance No. 09-2020, amending Chapter 3, Section 3-22.5, of the City Code, regarding temporary signs.

## BACKGROUND:

With the election season approaching, the City Council requested that staff review existing ordinances regulating political and temporary on premise signs. Temporary signs are defined in Section 3-5 of the City Code as signs “displayed before, during, or after an event or occurrence scheduled at a specific time and place or which is not designed or intended to be placed permanently, including, for example, for rent signs, for sale signs, construction signs, real estate signs, management signs, social or special event signs.” Currently, Section 3-22.5 of the City Code provides that temporary signs shall be permitted for a period of fifteen (15) days, up to a maximum of four (4) times per calendar year. The display period for temporary signs may not run consecutive with another display period and must be separated by a period of no less than sixty (60) days. However, the display period limitations do not apply during the thirty (30) days prior to or on federal, state or City of Cocoa local election days.

Particularly regarding temporary signs related to political campaigns, time limits on the display of temporary signs in an election period are likely to be scrutinized as violating the First Amendment of the United States Constitution, especially if they limit pre-election, as opposed to post-election, display because of their restriction of political speech. Accordingly, the existing thirty-day period to

display temporary signs prior to a federal, state or city election may be subject to legal challenge.

Moreover, in 2015, the United States Supreme Court in *Reed v. Town of Gilbert, Arizona*, 576 U.S. 155 (2015), concluded that the Town of Gilbert's temporary sign code was subject to strict scrutiny under the First Amendment of the United States Constitution because the regulations were content-based. Content-based laws, that is, those that target speech based on its communicative content, are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests. Examples of content-based regulations include those treating signs differently based on the topic discussed or message expressed, such as distinctions between real estate, political, garage sale, or construction signs. As a result, isolating political signs for particular treatment, i.e., extended display periods, from non-political signs is not recommended. After the *Reed* decision, many cities have concluded the best option is to simply limit the amount of time following the event or occurrence that a temporary sign may be displayed and forego pre-event restrictions. Therefore, the proposed ordinance eliminates subsection (d), imposing pre-event display periods and a maximum number of display periods per calendar year. The existing requirement that temporary signs shall be removed within three (3) days after the date upon which the sign has fulfilled its purpose remains unchanged.

Similarly, due to their content-based nature, subsections (m) and (n) of the current ordinance are recommended to be stricken. Subsection (l) has been modified to address this issue.

## STRATEGIC PLAN CONNECTION:

## BUDGETARY IMPACT:

**N/A**

## PREVIOUS ACTION:

The Planning & Zoning Board will hear this item at the meeting on Wednesday, August 5, 2020.

## RECOMMENDED MOTION:

Pass on First Reading: Ordinance No. 09-2020, amending Chapter 3, Section 3-22.5, of the City Code, regarding temporary signs.

**ORDINANCE NO. 09-2020**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 3-22.5 OF THE CITY CODE REGARDING TEMPORARY ON-PREMISE SIGNS; 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 Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS,** the City Council desires to update the City Code relating to regulation of temporary on-premise signs; 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, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

**Section 2.** **Code Amendment.** Chapter 3 of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in this Chapter. It is intended that the text in this Chapter denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance.):

## CHAPTER 3 – ADVERTISING AND SIGNS

*** * ***

## ARTICLE II. – SIGN REGULATIONS

*** * ***

**Sec. 3-22.5. - Temporary on-premises signs.**

Temporary on-premises signs shall be permitted under the following conditions:

(a) Provided the temporary sign satisfies all the requirements of this section, no permit shall be required under section 3-25.

(b) Temporary signs shall be non-illuminated.

(c) Temporary signs shall be removed within three (3) days after the date upon which the sign has fulfilled its purpose (e.g., the scheduled event or occurrence has concluded.)

~~(d) Temporary signs shall be permitted for a period of fifteen (15) days, up to a maximum of four (4) times per calendar year. The display period for temporary signs may not run consecutive with another display period and must be separated by a period of no less than sixty (60) days. The display period limitations set forth in this subsection shall not apply during the thirty (30) days prior to or on federal, state or City of Cocoa local election days. Temporary signs erected to serve a public interest are exempt from this subsection.~~

(d ~~e~~) On residential property, no one (1) temporary sign shall exceed six (6) square feet in sign surface area and the total number of temporary signs on any one (1) residential property shall not exceed three (3).

(e ~~f~~) On non-residential property, no one (1) temporary sign shall exceed thirty-two (32) square feet in sign surface area and the total area of temporary signage on any one (1) non-residential property shall not exceed ninety-six (96) square feet in sign surface area.

(f ~~g~~) Temporary signs may be double faced (back-to-back) and only one side of a double faced sign shall be counted for sign area calculations.

(g ~~h~~) The maximum height of any temporary sign shall be four (4) feet on residential property, or eight (8) feet on non-residential property.

(h i) Except for signs located in the Central Business District, minimum setbacks for any part of the temporary sign structure shall be a minimum of five (5) feet from any right-of-way and ten (10) feet from any other adjoining property line.

(i ~~j~~) No temporary sign shall be placed within the visibility triangle or posted on a tree or utility pole.

(j ~~k~~) The temporary sign shall be constructed of sturdy material such as wood, hard plastic, vinyl, aluminum, masonite or particle board of sufficient thickness so as to withstand the weather elements commonly experienced within the City. Cardboard and paper faced temporary signs are strictly prohibited unless it is safely fastened, in its entirety, to a backing made of material set forth in this subsection.

(k ~~l~~) ~~If the temporary sign is promoting products or services available on the premises, the sign is exempt from subsections (c) and (d) above, but may only be displayed during the normal business hours of the business located on the premises.~~ If the temporary sign is

not related to an event or occurrence scheduled at a specific time and place but, rather, is designed in such a manner that it is not intended to be placed permanently and is located on non-residential property, the temporary sign shall be exempt from subsection (c) and shall only be displayed during the normal business hours of the business located on the premises.

~~(m) For areas under development such as shopping centers, apartments, condominiums and subdivisions, one (1) non-illuminated on-site temporary construction sign shall be permitted after a building permit is issued. Said sign shall not exceed sixteen (16) square feet in size on residential properties and thirty-two (32) square feet in sign surface area on nonresidential properties. One (1) "hard hat required" sign at each entrance to the area under development shall be permitted, not to exceed four (4) square feet in sign surface area. Signs permitted under this subsection shall be permitted for one (1) year. If the project is not completed within one (1) year, the community development director may grant an appropriate extension(s), but in no case may authorize an extension beyond the final removal date stated under this subsection (m). The final removal date for areas under development shall be within seven (7) days of the date on which the project is completed, suspended, or abandoned for at least three (3) months. All signs authorized by this subsection shall be exempt from subsections (c) and (d) above, and shall contain the primary contractor's licensing information.~~

~~(n) Properties listed for lease or for sale may contain one (1) non-illuminated on-site temporary real estate sign for each street frontage. Real estate signs shall be removed immediately upon the sale or lease of the property. Real estate signs are exempt from subsections (c) and (d) above.~~

*** * ***

**Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

**Section 4. Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

**Section 5. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 6.** **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2020.

_____

**Jake Williams Jr., Mayor**

ATTEST:

_____

Carie Shealy, City Clerk

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-496 | **Version:** | 1 | **Name:** | |
| **Type:** | Ordinance | | | **Status:** | Public Hearing |
| **File created:** | 7/31/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Pass on First Reading: Ordinance No. 12-2020, amending Appendix A. Zoning, Article XIII, Section 22, Landscaping Requirements, of the city code; amending land clearing and tree protection and replacement standards; and creating an arbor mitigation fund. (Community Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Exhibit A - Ord. 12-2020 - Landscaping and Tree Protection 7-30-20.pdf<br>Exhibit B - Florida Friendly Landscape Guide.pdf<br>Legal Ad Proof -PZ 8-5-20.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 31, 2020
Agenda Date: August 12, 2020
Prepared By: Angela Essing, Senior Planner/Economic Development Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on First Reading: Ordinance No. 12-2020, amending Appendix A. Zoning, Article XIII, Section 22, Landscaping Requirements, of the city code; amending land clearing and tree protection and replacement standards; and creating an arbor mitigation fund.

## BACKGROUND:

The City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law. The City's regulations regarding tree protection and replacement where amended as recently as 2018 in Ordinance 12-2018, when the City updated the Tree Board's responsibilities with respect to required recommendations on removal of trees, particularly in the right-of-way and city-owned property, as well as tree removal criteria, and certain definitions, including for "tree" and "hazardous tree."

The Tree Board has engaged in many discussions over the course of the past two years regarding further changes that are desired for the tree protection and preservation requirements of the City Code. In addition, in recognition of the fact that developers are often unable to fully replace all trees on their property that are removed, city staff desires to create an Arbor Mitigation Fund to fund the design, acquisition, installation and maintenance of trees on public property, and in certain circumstances, private property, when all trees cannot be replaced. Finally, in 2019, the Florida

legislature enacted Section 163.045, Florida Statutes, preempting the City's authority to require permits and replacement of trees in certain circumstances. The proposed ordinance has been drafted to address these issues. (Exhibit A)

The City has been recognized by "Tree City USA" since December 14, 1994. The Public Works Department has been awarded a grant to begin a three (3) year program to inventory the City tree canopy and to enhance the current tree canopy.

## I. Zoning Ordinance Amendment Analysis

In accordance with Appendix A. Zoning, Article XXI, Section 1(G)(2) of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

*a. The need and justification for the change.*

*b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.*

**Need and justification for change**

As stated above, the majority of changes proposed in this ordinance are aimed at creating an Arbor Mitigation Fund, addressing state law preemption, and incorporating changes that have been requested by the Tree Board or City Council. The changes are summarized herein.

State Law Preemption

In 2019, the Florida legislature enacted Section 163.045, Florida Statutes, which prohibits local governments from requiring notices, applications, approvals, permits, fees or mitigation for the pruning, trimming, or removal of trees on *residential* property if a property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property. This statute has relatively little impact on the City's existing regulations because single-family and duplex lots are already exempt from Section 22(E) Tree Protection and Preservation. In other words, permits are currently not required for tree removal and land clearing for already-developed, single-family or duplex lots.

The proposed ordinance is intended only to define "residential property" for purposes of s. 163.045, F.S. The ordinance explicitly defines "residential property" as property with a fully-constructed single-family home or duplex used for residential purposes. The term "residential property" does not include multi-family residential property, common areas owned by a homeowners' or condominium association, vacant land zoned or designated residential or mixed-use (e.g., PUD, CBD, CN) on the City's official zoning map or future land use map, public rights-of-way, or land subject to particular landscaping, tree planting or preservation requirements pursuant to an executed development agreement, landscape easement granted to the City, or conservation easement.

Tree Replacement, Creation of an Arbor Mitigation Fund, and Supporting Application Requirements

Currently, the Tree Protection and Preservation regulations provide that, where a tree removal permit is required, the applicant must replace the trees with an appropriate number of trees having an equal d.b.h. (diameter at breast height) as the trees removed. However, the ordinance also provides that the enforcement official has discretion in determining the required replacement of trees based on a "realistic and practical evaluation" of the existing tree coverage, number of trees to be removed on the entire property, the area to be covered with structures, parking, and driveways, and topography and drainage of the site, and the characteristics and amounts of shrub, grass and trees proposed for planting.

City staff desired to eliminate the discretionary nature of the tree replacement standards in favor of clear replacement requirements and to create an Arbor Mitigation Fund that would be available for monetary contributions if trees cannot be replaced on site.

*Arbor Mitigation Fund:* An Arbor Mitigation Fund is proposed to be established to provide an option to make a fee payment to the City in lieu of providing the required replacement trees on site. The Arbor Mitigation Fund shall be a part of the City of Cocoa general fund, but is reserved exclusively for the design, acquisition, installation and maintenance of trees on public property or, in certain circumstances private property, the funding of studies related to the City's tree canopy, or the operation and maintenance of a public tree nursery as previously discussed by the Tree Board.

The Arbor Mitigation alternative may only be utilized as a last resort after all other design alternatives to provide required replacement trees and to preserve existing trees have been considered. The applicant must demonstrate that there is insufficient room on the site for required replacement trees due to:

1. Existing or proposed trees;
2. Existing or proposed structures, required parking, access driveways, stormwater retention areas, or utilities;
3. Land condition (e.g., topography, soil type);
4. Insufficient area for the tree to establish.

The Arbor Mitigation contribution shall be determined by the current wholesale market value, as determined by the average of three professional quotes, of the required replacement trees which cannot reasonably be accommodated on site, plus installation and two-year maintenance costs to the City. The quotes obtained shall clearly identify the required number of total replacement caliper inches, the number of caliper inches for each replacement tree not able to be planted on site, and the species of tree.

*Tree Replacement Standards:* The tree replacement standards are revised to provide that, where replacement tree(s) are required, the appropriate number of trees shall be planted such that the newly planted trees, in sum, are equivalent to the d.b.h. of the tree(s) removed, less any replacement credit for preserved trees (see below). Consideration of the previously described factors by the enforcement official is removed. However, in keeping with the current ordinance, trees removed within the building envelope, defined as the structure's footprint and 7 and ½ feet around the perimeter) shall not be required to be replaced.

*Size and Number of Replacement Trees:* Replacement trees shall have a minimum d.b.h.,

depending upon the diameter of the tree removed, as described in a table contained in the ordinance. Establishing the minimum width of replacement trees is intended to prevent planting extremely young saplings. For example, if a 9 caliper-inch tree were removed and no replacement credit for preserved trees available, the applicant would have to provide a total of 9 caliper inches of tree replacements, with each replacement tree having a minimum d.b.h. of 3 inches.

*Right Tree, Right Place:* The type of tree, i.e., tree species, which must be used for replacements is either the same species as removed or trees listed on the UF/IFAS Florida-Friendly Plant Selection and Design List. (Exhibit B) This List was created to encourage planting trees and landscaping in accordance with the "Right Plant, Right Place" principle. However, whenever palm trees are used as a replacement tree, they must be capable of reaching a mature height taller than 12' and cannot constitute more than 35% of the total replacement inches required.

*Tree Replacement Credits for Preserved Trees:* To encourage retention of large specimen trees, 100% of the d.b.h. of the tree preserved that is greater than 42" will be credited to the developer to reduce the number of replacement inches required. However, a developer cannot receive replacement tree credits for trees preserved more than 20 feet outside of the limits of any construction area or area to be disturbed on the site, wetland areas that are to remain undisturbed, or existing conservation areas. Providing credit for large specimen trees greater than 42" will promote a multi-aged and diverse tree canopy in the City.

*Tree Removal Applications:* Currently, the City Code only provides that a tree removal application contain "a tree survey locating all trees outside the building envelope (structure and seven and one-half (7 ½) feet around the perimeter)." The ordinance otherwise provides no further guidance or requirements regarding the contents of the application.

Given the new, robust tree replacement requirements (number, size, type) and the opportunity to request tree replacement credits for preserved trees greater than 42", the application requirements needed to be enhanced. Standards for complete tree applications now include:

- A scaled drawing with a scale of 1 inch equals 50 feet or less identifying all individual trees by species and size within 20 feet of any construction or disturbed area on the site (less the building envelope);
- Identification of trees proposed for removal;
- Identification of trees greater than 42" and requested tree replacement credit;
- Location of proposed improvements on site;
- Replacement plan showing the size and species of replacement trees;
- Reasons for requesting contribution to the Arbor Mitigation Fund along with required professional quotes;
- Written statement from a landscape architect or qualified professional regarding whether grading changes may result in the death of preserved trees; and
- Protection plan describing how a tree will be protected during construction.

Tree removal in conjunction with a site plan, subdivision, or building permit will also not be exempt from the tree removal permit requirement. Instead, developers will be required to submit a tree permit application/land clearing application with their application for subdivision or site plan approval. The enforcement official has the authority to waive application requirements if not necessary for the situation presented.

Tree Removal Criteria

For nonresidential property owners removing hazardous trees, a determination that the tree's condition will endanger the public health, safety or welfare or is severely diseased or injured is now required by an ISA-certified arborist with a specialized Tree Risk Assessment Qualification. Mitigation or replacement will no longer be an acceptable justification for removal of a specimen tree when the application is not associated with a subdivision or site plan. For such specimen trees, property owners must rely upon another justification for removal, such as hazardous condition. For trees proposed for removal in conjunction with a subdivision or site plan, mitigation or replacement in accordance with the revised standards shall remain a proper justification for tree removal.

Land Clearing

Land clearing is currently not permitted except under certain circumstances. However, a definition of land clearing is not provided in the City Code. Land clearing is now defined as:

> *Land clearing.* The act of removing or destroying trees, ground cover, and other vegetation by manual, mechanical, or chemical means. Routine lawn mowing, sod replacement, planting of landscape material, shrub pruning, and shrub removal shall not be considered land clearing, provided no grade change occurs. Removal of understory by bush hog, forestry mulcher, or other means shall not be considered routine mowing when preparing a property for construction or results in trees being removed, destroyed or severely damaged.

Further, if land is to remain bare a period greater than sixty (60) days after any authorized land clearing, it must be seeded and mulched. Specific requirements for land clearing permits without removal of trees are also established.

Penalties

The City Code currently only provides that violations of the Tree Protection and Preservation requirements result in an action before the code enforcement board, without further specificity. The proposed revisions establish separate penalties for both failure to obtain a permit to remove a tree or clear land and for removal of the tree itself, depending upon the caliper inches of the tree removed.

### Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policy supports the proposed zoning text amendment:

**Objective 12.1.6: Hydrology, Vegetation, and Wildlife.** Protect and conserve soils and native vegetation communities and maintain the natural functions of the City's ecological zones in a manner consistent with the Goals, Objectives and Policies of the Future Land Use Element.

## STRATEGIC PLAN CONNECTION:

## BUDGETARY IMPACT:

**N/A**

## PREVIOUS ACTION:

The Planning & Zoning Board will hear this item at the meeting on Wednesday, August 5, 2020.

## RECOMMENDED MOTION:

Pass on First Reading: Ordinance No. 12-2020, amending Appendix A. Zoning, Article XIII, Section 22, Landscaping Requirements, of the city code; amending land clearing and tree protection and replacement standards; and creating an arbor mitigation fund.

**ORDINANCE NO. 12-2020**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, SECTION 22, LANDSCAPING REQUIREMENTS, OF THE CITY CODE; AMENDING LAND CLEARING AND TREE PROTECTION AND REPLACEMENT STANDARDS; CREATING AN ARBOR MITIGATION FUND; 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 Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS,** Section 163.045, Florida Statutes, prohibits local governments from requiring notices, applications, approvals, permits, fees or mitigation for the pruning, trimming, or removal of trees on residential property if a property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property, except that the section does not apply to the exercise of specifically delegated authority for mangrove protection pursuant to ss. 403.9321-403.9333, Florida Statutes; and

**WHEREAS,** s. 163.045, Florida Statutes, exempts property owners of residential property from having to mitigate trees that pose a danger to persons or property; and

**WHEREAS,** the City Council desires to make conforming amendments to the City Code to address s. 163.045, Florida Statutes; and

**WHEREAS,** the City Council finds that trees benefit the City by decreasing urban noise, urban heat islands, air pollution, and flooding, and providing habitat for urban wildlife, and contributing to property values and character of the City; and

**WHEREAS,** the City Council desires to ensure that the City continues to realize the benefits provided by its urban forest s recognized by its "Tree City USA" designation; and

**WHEREAS,** the City Council further desires to enhance its tree preservation and replacement requirements and to create an arbor mitigation fund to collect contributions to fund replacement trees on public property or, in certain circumstances, private property where replacement is not feasible and other tree-related objectives; and

**WHEREAS,** on August 5, 2020, the City's Planning and Zoning Board/Local Planning Agency, reviewed this Ordinance, held a public hearing, and recommended approval of this Ordinance; 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, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

**Section 2.** **Code Amendment.** Appendix A, Zoning, Article XIII, Section 22 of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Section 22. It is intended that the text in Section 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.):

## APPENDIX A - ZONING

*** * ***

## ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

*** * ***

**Sec. 22. - Landscape requirements.**

*** * ***

(B) DEFINITIONS.

*** * ***

*Land clearing.* The act of removing or destroying trees, ground cover, and other vegetation by manual, mechanical, or chemical means. Routine lawn mowing, sod replacement, planting of landscape material, shrub pruning, and shrub removal shall not be considered land clearing, provided no grade change occurs. Removal of understory by bush hog, forestry mulcher, or

other means shall not be considered routine mowing when preparing a property for construction or results in trees being removed, destroyed or severely damaged.

* * *

(E) TREE PROTECTION AND PRESERVATION.

(1) *The provisions of this subsection (E) shall apply to the following:*

(a) All vacant and undeveloped property.

(b) The open space areas of all developed property, except single-family or duplex lots.

(c) All public or private rights-of-way.

(2) *The provisions of this subsection (E) shall not apply to the following:*

(a) Single-family or duplex lots.

(b) Land clearing and tree removal activities authorized and preempted by state or federal law, which include, but are not limited to:

1. Removal of trees on residential property which pose danger to persons or property in accordance with Section 163.045, Florida Statutes, for which no replacement trees will be required. For purposes of this subsection, "residential property" shall be defined as property with a fully-constructed single-family home or duplex used for residential purposes, except as provided herein. The term "residential property" for purposes of this subsection does not include multi-family residential property, common areas owned by a homeowners' or condominium association, vacant land zoned or designated residential or mixed-use (e.g., PUD, CBD, CN) on the City's official zoning map or future land use map, public rights-of-way, or land subject to particular landscaping, tree planting or preservation requirements pursuant to an executed development agreement, landscape easement granted to the City, or conservation easement.

2. Removal of trees by an electric utility to clear trees away from power lines in order to ensure the safe transmission of electricity to customers, as provided by Florida Statutes and Electric Tariff Rules, including the preemption under Section 163.3209.

(~~2~~ 3) *General requirements.*

(a) Except as provided in subsections (E)(2) and (E)(~~3~~ 4)(~~b~~ c) ~~below~~, no tree shall be removed without first obtaining a tree removal permit and no land shall be cleared without first obtaining a land clearing permit.

(b) All new applications for subdivision plats and site plans shall be accompanied by a tree removal and/or land clearing application at the time of initial submittal of the plans so that due consideration may be given to protection of trees during the subdivision and/or site plan design process. ~~tree survey locating all trees outside the~~

~~building envelope (structure and seven and one-half (7½) feet around perimeter). Trees on the survey shall be depicted as defined in this ordinance. Where applicable, trees can be indicated by general groups or clusters, with predominant species identified.~~

(~~3~~ 4) *Permit requirements.*

(a) Application contents. Each application for a tree removal and land clearing permit shall state the reasons for requested removal of the tree(s) and vegetation and be accompanied by a tree inventory, consisting of a scaled drawing with a scale of one (1) inch equals fifty (50) feet or less, indicating:

1. Property boundaries and, if trees are proposed for removal from the right-of-way, the right-of-way boundaries.

2. The location of all individual trees, including the tree's common or scientific name, and measured diameter at breast height (d.b.h.) of trees within twenty (20) feet of any construction area or area to be disturbed on the property, except that individual trees within the building envelope (structure and seven and one-half (7 ½) feet around the perimeter), within the portion of any wetland that will not be disturbed, or within an existing conservation easement may be omitted.

3. Identification of all trees proposed for removal.

4. Identification of trees to be preserved greater than 42" d.b.h. or relocated and replacement tree credit requested for the preserved tree, if any.

5. The location of existing and proposed improvements, if any, including existing and proposed buildings and structures, proposed additions to existing buildings and structures, impervious surfaces (e.g. pool decks, drives, parking areas), stormwater retention areas, utilities, and other such improvements.

6. A replacement plan consistent with subsection (E)(5), indicating the means of compensating for the tree(s) to be removed and including the species and size of any replacement tree(s).

7. The number of caliper inches and type of replacement trees that cannot be planted on site and statement regarding the reasons that such replacements cannot be made on site, if any. Where requesting to make a contribution to the Arbor Mitigation Fund, three professional quotes for the required replacement trees, plus installation and two-year maintenance costs to the City shall be submitted.

8. If grade changes are proposed on the site, a grading plan drawn to scale shall be provided. In addition, a written statement shall be provided by a landscape architect or other competent professional indicating the probability of whether the grade change will result in the death of tree(s) intended to be preserved. Said statement

shall immediately be brought to the attention of the city arborist at the time the application is filed and attached to the application.

9. A protection plan describing how preserved tree(s) shall be preserved on the site and adjacent properties during construction, tree removal, and grading. This plan must address protection of the root system, crown, and stems of the trees, a means of supplying water and essential elements to the root system, and the proposed location of tree protection barriers.

10. An application requesting approval for land clearing without removal of trees must only include the property boundaries, identification of the area to be cleared drawn to scale, a statement of the reasons for removal of the vegetation in accordance with subsection (E)(6) below, and the seeding or mulching plan if required.

Upon request, the enforcement official may permit an applicant to omit certain portions of the tree removal or land clearing application and inventory where compliance with the requirements set forth herein would be unnecessarily burdensome and would not be needed for the city to evaluate the application. Such applications may include those unrelated to new development of buildings, structures or infrastructure on the subject land and limited only to the removal of one or more isolated and specific trees on already-developed land.

~~A letter requesting removal or destruction of any tree meeting the requirements of this ordinance shall be forwarded to the enforcement official of the City of Cocoa.~~

(b) Trees that may be removed by permit. The enforcement official may grant permission for removal ~~or destruction~~ if it meets any or all of the following guidelines:

1. Is determined to be hazardous or dangerous condition as to endanger the public health, safety, or welfare as determined by an arborist certified by the International Society of Arboriculture with a Tree Risk Assessment Qualification.

2. Is severely diseased or severely injured as determined by an arborist certified by the International Society of Arboriculture with a Tree Risk Assessment Qualification.

3. The trunk of the tree is located closer than seven and one-half (7½) feet to the foundation of an existing or proposed structure, and it is not feasible to relocate the structure.

4. The trunk of the tree is located closer than ten (10) feet from the foundation of an existing or proposed structure and the tree is considered having an aggressive root system or the natural mature height is greater than thirty (30) feet and it is not feasible to relocate the structure.

5. Where the tree(s) are not proposed for removal in conjunction with application for a subdivision and/or site plan, ~~T~~trees that shall be replaced or mitigated elsewhere on the property or on another property in accordance with the standards established below in subsection (E)(~~4~~5), provided that the tree(s) are not specimen trees.

6. Where the tree(s) are proposed for removal in conjunction with application for a subdivision and/or site plan, trees that shall be replaced or mitigated elsewhere on the property or on another property in accordance with the standards established below in subsection (E)(5).

(~~b~~ c) The following tree removal activities are exempt from the permit requirements of this section:

1. Removal by the city or other governmental agency on public property or within the right-of-way.

2. Removal of dead trees.

3. Removal of species listed below in subsection (E)(~~7~~ 8)a.—j.

4. Emergency removal of a hazardous or seriously damaged tree, to mitigate an imminent threat to the health, safety, and welfare of the property owner or the general public. Prior to emergency removal, the imminent threat should be documented to include but not be limited to (1) photographs of the tree(s) including any areas that may be damaged, diseased, or infested (2) approximate measurements including tree height, spread, d.b.h., and (3) distance to structure(s) or other immovable target(s) if felled.

5. Tree removal activities authorized and preempted by state or federal law as provided in subsection (E)(2)(b).

6. Bona fide agricultural activity or commercial plant nursery site.

7. Trees planted specifically for silvicultural purposes provided the property owner can provide documentation to the city evidencing that: (i) the property is a silvicultural site recognized or inspected by the Florida Forest Service; and (ii) trees of typical harvestable size and type exist on the property which are capable of being harvested for income and that the property has, or intends to, generate income from the harvested trees.

~~8. Tree removal authorized by a city-approved site plan, subdivision, building permit, site development permit, or landscape plan or a city council-approved construction project.~~

(~~4~~ 5) *Tree replacement.*

(a) As a condition of granting a tree removal permit, the applicant shall be required to ~~relocate or~~ replace trees being removed at its sole cost. ~~with the appropriate number of trees, having the d.b.h. of tree(s) to be removed/replaced with an equal diameter of tree(s). This shall not apply to any trees removed within the building envelope. In determining the required relocation or replacement of trees, the enforcement official shall associate needs of the intended use of the property together with realistic and practical evaluation of the following:~~

~~1. Existing tree coverage;~~

~~2. Number of trees to be removed on entire property;~~

~~3. Area to be covered with structures, parking, and driveways;~~

~~4. Topography and drainage of site and its environs;~~

~~5. Characteristics and amounts of shrub, grass, and trees proposed for planting on the site by the applicant.~~

(b) Tree species. Whenever possible and practicable, trees should be replaced with the same species as those removed~~. Also,~~ or, to encourage lower maintenance and water conservation and the planting of the right trees in the right place, trees listed on the UF/IFAS Florida-Friendly Plant Selection and Landscape Design List ~~native species shall be used where possible~~. When palm trees are used as a replacement tree, they must be capable of having a mature height taller than twelve (12) feet and cannot constitute more than thirty-five percent (35%) of the total replacement inches required.

(c) Trees Removed by the City. Except where tree board recommendation or approval is required in subsection (H)(1)(d) below, specimen trees removed by the city on public property or within the right-of-way and that are not within the building envelope shall be replaced with either a tree of the same species or a tree of a different species that is more suitable for the location as determined by the city arborist or an arborist certified by the International Society of Arboriculture. The replacement trees shall be planted in a location deemed most appropriate by the director of public works or his or her designee.

(d) Replacement Credit for Trees Preserved. To encourage the retention of existing large trees in the City, the following credits shall be applied to reduce the number of replacement trees required by this Section, excluding areas more than twenty (20) feet outside of the limits of any construction area or area to be disturbed, wetland areas that are to remain undisturbed, and existing conservation areas:

| Preserved Tree size | Credit |
|---|---|
| Greater than 42" d.b.h | = 100% of caliper inches of each tree over 42" being preserved |

(e) Size and Number of Replacement Trees. Where replacement tree(s) are required, the appropriate number of trees shall be planted such that the newly planted trees, in sum, are equivalent to the d.b.h. of the tree(s) removed, less any replacement credit for preserved trees. Trees removed within the building envelope shall not be required to be replaced. The replacement trees shall further have a minimum d.b.h., depending upon the diameter of the tree removed, as described in the table below. For example, if a 9 caliper-inch tree were removed and no replacement credit for preserved tree available, the applicant must provide a total of 9 caliper inches of tree replacements, with each replacement tree having a minimum d.b.h. of 3 inches.

| Diameter of existing Tree (Inches) | Minimum caliper (Inches) of each replacement tree |
|---|---|
| 4—11 | 3 |
| 12—17 | 3 |
| 18—23 | 4 |
| 24—29 | 4 |
| >30 | 6 |

(d) Arbor Mitigation Fund Alternative. An Arbor Mitigation Fund is established by the City to provide an option to make a fee payment to the City in lieu of providing the required replacement trees on site. The Arbor Mitigation Fund shall be a part of the City of Cocoa general fund, but is reserved exclusively for the design, acquisition, installation and maintenance of trees on public property or, in certain circumstances private property, the funding of studies related to the City's tree canopy, or the operation and maintenance of a public tree nursery. Before approving planting trees on private property, the enforcement official must find that the trees will provide

aesthetic benefits to many of the same citizens who would have benefitted from the installation of the trees on public property. The private property owner must be willing to sign a tree maintenance agreement with the City.

The Arbor Mitigation alternative may only be utilized as a last resort after all other design alternatives to provide required replacement trees and to preserve existing trees have been considered. The applicant must demonstrate that there is insufficient room on the site for required replacement trees due to:

1. Existing or proposed trees;

2. Existing or proposed structures, required parking, access driveways, stormwater retention areas, or utilities;

3. Land condition (e.g., topography, soil type);

4. Insufficient area for the tree to establish.

The Arbor Mitigation contribution shall be determined by the current wholesale market value, as determined by the average of three professional quotes, of the required replacement trees which cannot reasonably be accommodated on site, plus installation and two-year maintenance costs to the City. The quotes obtained shall clearly identify the required number of total replacement caliper inches, the number of caliper inches for each replacement tree not able to be planted on site, and the species of tree.

(e) Maintenance of Replacement Trees. All replacement trees shall be maintained in a healthy, living condition. Any such trees which die or become diseased or damaged within two years of planting shall be replaced by the applicant. The City shall retain perpetual jurisdiction to ensure compliance with this requirement.

(f) Waiver. The Board of Adjustment may grant a waiver to provisions of this subsection where the applicant demonstrates that the literal interpretation of this section will deny the applicant reasonable use of the property or where such waiver can be demonstrated to be consistent with the purpose and intent of this section.

(~~5~~ 6) *Land clearing.* The clearing of land includes the removal of trees and natural vegetation. The clearing of land is contrary to this ordinance except under the following conditions:

(a) Clearing of trails and transect lines.

(b) Clearing within a dedicated public or private easement or right-of-way for the purpose of construction, maintenance, or improvement of roadways, utilities, or drainage systems.

~~(c) Clearing on an individual lot for which a valid building permit has been issued or on which a permanent structure exists.~~

(~~d~~ c) Clearing of land for bona fide agricultural purposes.

(~~e~~ d) Clearing of land for which there exists an approved site plan or building permit and accompanying landscape plan.

(~~f~~ e) Other land clearing as approved by the city council ~~providing the following conditions are met:~~

~~1. All conditions of the permitting section are complied with~~.

~~2.~~ All land to remain bare for a period greater than ~~ninety (90)~~ sixty (60) days shall be seeded and/or mulched so as to prevent erosion and sedimentation.

(~~6~~ 7) *Tree protection during construction.* During construction, protective barriers shall be placed so as to prevent the destruction or damaging of trees. Trees destroyed or receiving major damage shall be removed and replaced before occupancy or use unless approval has been granted under permit.

(~~7~~ 8) *Tree exemptions.* The following tree species are exempted from these regulations:

(a) *Schinus terebinthifolius* (Brazilian Pepper).

(b) *Melaleuca quinquenervia* (Melaleuca, Cajeput).

(c) *Metopium toxiferum* (Poison Wood).

(d) *Casvarina equisetfolia*

*Casvarina lepidophilia*

*Casvarina cumminghamiana* (Australian Pine).

(e) *Casvarina glauca* (Brazilian Oak).

(f) *Melaleuca leucadendra* (Punk Tree).

(g) *Enterlobium cyclocarpum* (Ear Pod Tree).

(h) *Morus Rubra* (American Mulberry).

(i) *Melia azedarach* (Chinaberry).

(j) *Citrus trees.*

(~~8~~ 9) *Nuisances declared.* Any tree or trees that may be declared a nuisance or a threat to the health, safety, or welfare of the citizenry of the city and may be so deemed by the enforcement official. If declared a nuisance, the enforcement official shall, as provided in section 6-903 of the Code, cause notice to be served upon the owner to remove said trees. If necessary, the enforcement official may proceed to remove or abate the nuisance in the manner provided in section 6-903 of the Code.

(F) VARIANCES. ~~Any person, firm, or corporation affected by this ordinance shall apply to the board of adjustment of the City of Cocoa for a variance from the requirements of this~~

~~ordinance. Said application and variance procedure shall be in accordance with Appendix A, Zoning, of the Code of the City of Cocoa, Florida.~~ Reserved.

(G) PENALTIES. Any person who violates this ordinance or causes such to be violated, shall be subject to action before the code enforcement board of the City of Cocoa, Florida. In addition to all other remedies set forth in this section or any applicable agreement between the city and a property owner, one or more of the following civil fines shall apply to violations of this Section:

(1) Failure to obtain a permit under subsection (E)(3): Fine of two hundred fifty dollars ($250.00) per tree or five hundred dollars ($500.00) per specimen tree removed, or five hundred dollars ($500.00) per quarter acre of land cleared, whichever is greater, not to exceed five thousand dollars ($5,000.00). The fine under this subsection is in addition to the fine provided in subsections (G)(2) or (3) for removal of a tree without a permit.

(2) Removal of a tree without a permit: Fine of fifty dollars ($50.00) per caliper inch, not to exceed five thousand dollars ($5,000.00) per tree.

(3) Removal of a specimen tree without a permit: Fine of one hundred dollars ($100.00) per caliper inch, not to exceed five thousand dollars ($5,000.00) per tree.

(4) Failure to abide by a cease and desist order issued under this Section: Fine of five hundred dollars ($500.00) per day.

(H) TREE BOARD. A tree board is hereby established which shall consist of the members of the city planning and zoning board, and who shall serve by appointment of the city council of the City of Cocoa, Florida.

(1) *Duties and responsibilities.*

(a) The tree board may investigate, develop, and advise the city council regarding policies and standards relating to the care, preservation, planting, replanting, removal, or disposition of trees and shrubs in parks, along streets, and in all other public areas.

(b) The tree board, when requested by the City Council of the City of Cocoa, shall consider, investigate, make findings of fact, report, and make recommendations upon any special matter of questions coming within the scope of its duties.

(c) No oak tree located on city public right-of-way or city owned property shall be removed or significantly pruned prior to review and recommendation by the tree board and approved by the city council, subject to the following exceptions:

(1) The emergency removal of a hazardous or seriously damaged oak tree, to mitigate an imminent threat to the health, safety, and welfare of the property owner or the general public. Prior to emergency removal, the imminent threat

should be documented to include but not be limited to (1) photographs of the tree(s) including any areas that may be damaged, diseased, or infested (2) approximate measurements including tree height, spread, d.b.h., and (3) distance to structure(s) or other immovable target(s) if felled.

(2) Oak trees that are dead.

(3) Volunteer oak trees less than four (4) inches in diameter at four and one-half (4½) feet in height.

(4) Oak trees that are part of a previously approved site plan or city council-approved construction, roadway, utility or drainage project.

(5) Pruning of less than thirty (30) percent of the canopy.

(d) Where an oak tree located on city public right-of-way or city owned property is removed for any reason, the tree board shall either:

(1) Include with its recommendation to the city council regarding removal of the oak tree, a recommendation on both the location and species of a replacement tree; or

(2) Approve the location and species of a replacement tree following removal of the oak tree when an exception as provided in subsection (H)(1)(c)(1) through (5) applies.

**Section 3. Code Amendment.** Appendix A, Zoning, Article XI, Sections 5 and 10A of the Code of Ordinances, City of Cocoa, Florida, 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 the Sections. It is intended that the text in the Sections denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.):

## APPENDIX A - ZONING

*** * ***

## ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

**Sec. 5. – District and intent – RU-2-15, Multiple-Family Dwelling District.**

*** * ***

(I) PRESERVATION OF TREES. Reserved. ~~During the development of the property, all trees of six (6) inches in diameter or larger shall be preserved unless they exist within:~~

~~(1) A proposed public or private easement or drainage facility.~~

~~(2) Proposed structure dimensions.~~

~~(3) Ten (10) feet of a proposed structure.~~

~~(4) A proposed driveway or designated parking area.~~

*** * ***

**Sec. 10A. – District and intent – C-R, Restricted Commercial District.**

*** * ***

(G) PRESERVATION OF TREES. Reserved. ~~All trees of four (4) inches in diameter or larger shall be preserved unless they exist within:~~

~~(1) A proposed public or private easement or drainage facility.~~

~~(2) Proposed structure dimensions.~~

~~(3) Five (5) feet of a proposed structure.~~

~~(4) A proposed driveway or designated parking areas.~~

*** * ***

**Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

**Section 5. Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

**Section 6. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 7.** **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2020.

_____

**Jake Williams Jr., Mayor**

ATTEST:

_____

Carie Shealy, City Clerk

# The Florida Friendly Landscaping™ Guide to
# Plant Selection & Landscape Design



A FLORIDA-FRIENDLY LANDSCAPING™ PUBLICATION

## WHAT ARE FLORIDA-FRIENDLY LANDSCAPES?

Florida-Friendly Landscapes protect Florida's unique natural resources by conserving water, reducing waste and pollution, creating wildlife habitat, and preventing erosion. Any landscape can be Florida-Friendly if it is designed and cared for according to the nine Florida-Friendly Landscaping™ principles, which encourage individual expression of landscape beauty. In 2009, the Florida Legislature found that the use of Florida-Friendly Landscaping™ and other water use and pollution prevention measures to conserve or protect the state's water resources serves a compelling public interest and that the participation of homeowners' associations and local governments is essential to the state's efforts in water conservation and water quality protection and restoration. Make your landscape a Florida-Friendly Landscape — do your part to create a more sustainable Florida!

## SERVICES

Florida Yards & Neighborhoods is brought to Floridians by the University of Florida/IFAS Extension Service and the Florida Department of Environmental Protection, in cooperation with the five Water Management Districts. UF/IFAS Extension offers the public the following services in every county in the state at either no charge or for a minimal fee:

- Workshops and classes
- Plant and landscape advice based on current University of Florida research
- Official yard recognition program

The program also offers online resources, including numerous publications, a tutorial for custom landscape design, and a plant database.

## FLORIDA-FRIENDLY LANDSCAPING™ PROGRAM OFFICE

Phone: (352) 273-4518
Web site: http://fyn.ifas.ufl.edu
*Please visit our Web site to find your county Extension office.*

## ACKNOWLEDGEMENTS

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Joan Dusky
Jyotsna Sharma
Kathy Malone
Kim Gabel
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Mary Duryea
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Michael Thomas
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# Introduction

## WHAT IS A FLORIDA-FRIENDLY LANDSCAPE?

A Florida-Friendly Landscape is a quality landscape that is designed, installed, and maintained according to the nine Florida-Friendly Landscaping™ principles. The nine principles seek to reduce environmental impact from landscaping by properly applying water, fertilizer, and pesticides, creating wildlife habitat, preventing erosion, recycling yard waste, and employing other practices based on University of Florida research.

Not all Florida-Friendly Landscapes look alike. A wide variety of forms, styles, and types are available to the designer. Florida-Friendly Landscapes may incorporate both native and non-native plants. One Florida-Friendly yard may use a rain garden to filter stormwater runoff, while another may attract pollinators with specific nectar plants. But if cared for according to the nine principles, a Florida-Friendly Landscape can produce aesthetically pleasing, low-maintenance results that may add value to your property while helping to protect the state's natural resources.

## THE FLORIDA-FRIENDLY LANDSCAPING™ PROGRAM

Preserving and protecting Florida's water resources is the focus of the Florida-Friendly Landscaping™ (FFL) Program, which promotes the nine principles with public outreach and education statewide. The FFL Program is a joint venture of the Florida Department of Environmental Protection (FDEP) and the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS). The FFL Program works in cooperation with the state's five water management districts and other agencies and organizations to achieve the common goals of water conservation and water quality protection.

## LANDSCAPE DESIGN & PLANT SELECTION

So, how do plant selection and landscape design contribute to saving water and preventing pollution? The first Florida-Friendly Landscaping™ principle—"Right Plant, Right Place"—involves designing a landscape efficiently and choosing plants that fit the site. This helps reduce maintenance inputs, including irrigation, fertilization, mowing, and application of pesticides, which in turn lowers the risk of pollutants finding their way into ground or surface waters. Keeping excess nitrogen and phosphorous out of the water improves the health of water bodies and by extension the whole ecosystem. This guide will help you to create a landscape that works with the natural environment, rather than against it. Such a landscape, if maintained correctly, will require less money, time, and effort on your part, while still looking healthy and beautiful.

## HOW TO USE THIS BOOK

*The Florida-Friendly Landscaping™ Guide to Plant Selection and Landscape Design* is intended as a companion to *The Florida Yards & Neighborhoods Handbook* (5th ed., 2015). The Handbook is available through your county Extension office or online at http://fyn.ifas.ufl.edu/. The Handbook describes in detail the nine Florida-Friendly Landscaping™ (FFL) principles that are the bedrock of the FFL Program. This guide is intended for homeowners who want to take the next step and design their own Florida-Friendly Landscapes. Included in this book is information on landscape design strategies, a landscape planning worksheet, and the FFL Plant List containing many of the UF/IFAS-recommended Florida-Friendly plants for each region of the state.

## A NOTE ON NEWLY DESIGNATED INVASIVE SPECIES

Since the first printing of the FFL DG several commonly used landscaping plant have been reclassified as invasive species by the UF/IFAS Assessment of Nonnative Plants in Florida's Natural Areas (hereafter, UF/IFAS Assessment). These species are no longer considered Florida-Friendly and should not be used. They are indicated with an invasive stamp in the guide and consist of the following species.

- *Berberis thunbergii Japanese Barberry* (page 52)
- *Tibouchina urvilleana Princess Flower* (page 62)
- *Allmanda cathartica Yellow Allamanda* (page 67)
- *Lantana montevidensis Trailing Lantana* (page 72)
- *Thysanolaena latifolia Tiger Grass* (page 75)

Nonnative invasive plant species pose a significant threat to Florida's natural areas. The UF/IFAS Assessment uses literature-based risk assessment tools to predict the invasion risk of both nonnative species that occur in the state as well as species proposed for introduction.
http://assessment.ifas.ufl.edu/

# The Nine Florida-Friendly Landscaping™ Principles

The nine Florida-Friendly Landscaping™ principles are the cornerstone of the Florida-Friendly Landscaping™ Program. Based on UF/IFAS science, the principles teach homeowners, builders and developers, landscape maintenance professionals, and other Florida citizens how to implement environmentally sound design and maintenance techniques in their landscapes. The principles are outlined briefly here. For more detailed information, please refer to the FFL state office Web site (http://fyn.ifas.ufl.edu) or to *The Florida Yards & Neighborhoods Handbook*.

## PRINCIPLE #1: RIGHT PLANT, RIGHT PLACE

Plants well-suited to their site need less irrigation and fertilizer and are more resistant to pest infestation. Florida-Friendly Landscaping™ principles encourage the selection of the right plant for the right place, helping you create a healthy, attractive landscape that works with the natural ecosystem rather than against it. Match plants with site conditions based on USDA zone, water and light requirements, soil conditions, salt and wind tolerance, and other factors. The FFL Plant List can help you make the right plant selections for your landscape.

## PRINCIPLE #2: WATER EFFICIENTLY

Overwatering not only depletes water supplies, it raises your water bill and makes landscapes more prone to pest infestation. If needed, irrigate plants according to UF/IFAS-recommended rates and application schedules, taking into account local restrictions issued by your water management district. Water only when plants show signs of wilt, preferably in the early morning. Check your irrigation system regularly for leaks and clogs. Do not water if it has rained in the past 24 hours, or if rain is forecast in the next 24 hours. By law you must install, maintain, and operate a device such as a rain sensor that prevents operation of your automatic irrigation system during periods of sufficient moisture.

## PRINCIPLE #3: FERTILIZE APPROPRIATELY

If fertilization is needed, use UF/IFAS-recommended rates and application schedules to get a healthier lawn and garden. Fertilizing at the correct times and in the correct amounts not only supplies plants with the nutrients they need, it helps prevent fertilizer runoff and leaching that can get into our water supplies and interfere with ecosystem and human health. Fertilizing at the rates recommended by UF scientists helps avoid the excessive growth, pest problems, and higher water requirements that over-fertilization causes.

## PRINCIPLE #4: MULCH

Florida-Friendly Landscaping™ methods recommend using mulch to protect against soil erosion, maintain soil moisture, inhibit weed growth, improve soil structure and aeration, and reduce pesticide use. A Florida-Friendly Landscape will feature one of the types of mulch recommended in *The Florida Yards & Neighborhoods Handbook* in its planting beds.

## PRINCIPLE #5: ATTRACT WILDLIFE

Florida-Friendly Landscaping™ encourages Floridians to make their yards attractive to birds, bees, bats, and other creatures displaced by rapid urban development. Supply berry bushes, a bird bath, or a bat house; increase vertical layering to provide habitat; manage household pets and reduce insecticide use—all these tricks can welcome wild visitors in need of refuge. Many of these will return the favor by eating pest insects and helping to pollinate your garden!

## PRINCIPLE #6: MANAGE YARD PESTS RESPONSIBLY

The Florida-Friendly Landscaping™ Program advocates a more holistic approach to pest control than merely spraying chemicals. Integrated Pest Management (IPM) creates an effective defense against yard pests while minimizing environmental impact. IPM emphasizes smart planning, proper maintenance, and natural or low-toxicity controls to ensure that plants stay healthy and resist disease and insect infestation. Chemical treatments may still be necessary in some cases, but use of toxic materials will be minimized by this approach.

## PRINCIPLE #7: RECYCLE

A Florida-Friendly Landscape recycles yard waste generated by activities like mowing, pruning, and raking. Use these leftovers as mulch or compost, returning valuable nutrients to your landscape. Save money and enrich your soil by composting grass clippings, weeds, and plant trimmings and using the compost as an amendment.

## PRINCIPLE #8: MANAGE STORMWATER RUNOFF

A Florida-Friendly Landscape uses porous pavers, rain barrels or cisterns, rain gardens, and swales and berms to keep rainwater on site and allow it to percolate into the ground or be captured for later use. Reducing the amount of runoff and the chance for rainwater to wash quickly into storm drains—carrying yard clippings, fertilizer, pesticide, dirt, oil, and other toxins—is the goal of managing stormwater runoff.

## PRINCIPLE #9: PROTECT THE WATERFRONT

Implementing Florida-Friendly Landscaping™ design and maintenance methods helps protect water bodies from pollution. If you live on a lake, bay, river, or other water body, keep fertilizers, pesticides, and other toxins away from the water by preserving a 10-foot maintenance-free zone between your landscape and the water. Do not mow, fertilize, or apply pesticides in that area. Even if you do not live immediately on the waterfront, the pesticides and fertilizers you apply in your landscape affect the health of local water bodies through a drainage system called the watershed. The choices you make at home have much farther-reaching consequences than you might imagine.

Florida-Friendly Landscapes are all based on the same nine principles. But Florida-Friendly Landscaping™ encourages individual expression of beauty. As long as you apply the principles described in *The Florida Yards & Neighborhoods Handbook*, your landscape can be Florida-Friendly and as individual as you want.

## WHAT IF I LIVE IN A PLANNED COMMUNITY?

Check with your homeowner association before you make changes to your landscape. HOAs, usually have a landscape review board and can regulate the appearance and types of plantings in your yard, as long as they do not prohibit you from installing and maintaining Florida-Friendly Landscapes.

If you live in a community with codes, covenants and restrictions that could be more Florida-Friendly, encourage your association to adopt all or part of the model Florida-Friendly Landscaping™ restrictions, found at http://fyn.ifas.ufl.edu/.

The Florida-Friendly Landscaping™ Program has a number of "success stories" which highlight water and costs savings for communities that adopt Florida-Friendly Landscaping™ and maintenance practices. Visit the Web site at http://fyn.ifas.ufl.edu/.

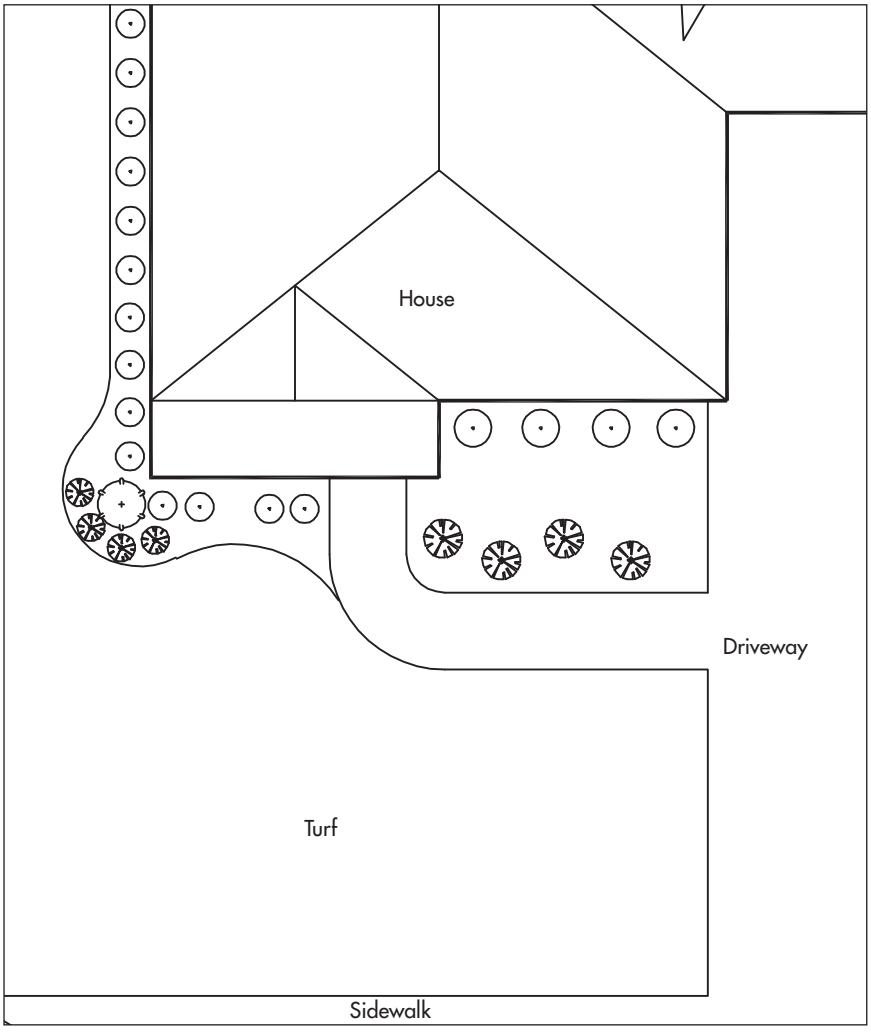
## DESIGN SCENARIOS

The following eight design scenarios represent select areas of your home landscape—front entry, under windows, utility boxes, etc. Each of these scenarios was chosen because of common landscape design issues that confront a homeowner in these areas.

In each scenario, you will be shown a challenging landscape situation and learn what could be done to design a solution in a more Florida-Friendly manner. Be aware that the graphics show the improved landscapes at an early stage after plant installation. The plants will grow and eventually fill in more of the mulched area.

## SCENARIO A: FRONT ENTRY
### Two design options (With trees, Without trees)






Existing Landscape

### CHALLENGES:

- Not enough plant material in beds
- Plants are not in scale with front of house

### GOAL:

To create a visually welcoming front entry through the use of color, texture, or fragrance. Be sure to choose plants that are in scale with the size of your lot and house.

Plant Characteristics to Look For:

- Low-growing, compact plants
- Colorful
- Medium or coarse texture
- Bold forms
- Simple growth habit

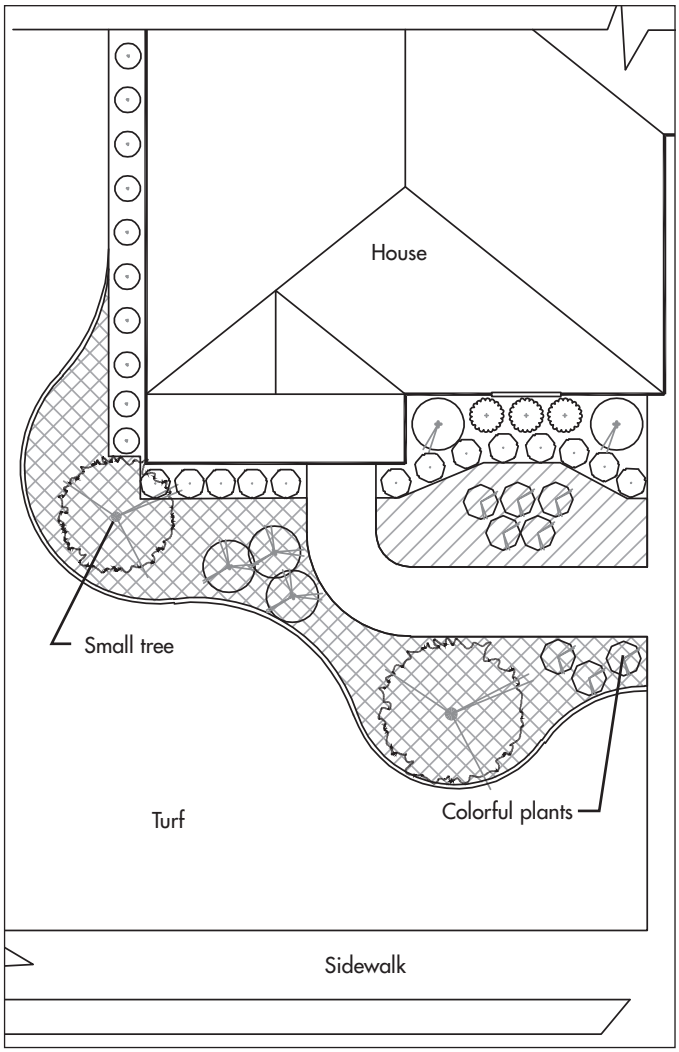
Design Solutions:

- Place low/small plants next to the walkway to reduce trimming needs
- Place interesting plants at natural view points
- Use small trees to provide a sense of scale and visual interest
- Use colorful or fragrant plants to engage the senses
- Use curved planting beds to draw the viewer's eye through the landscape

## SOLUTION 1

With Trees

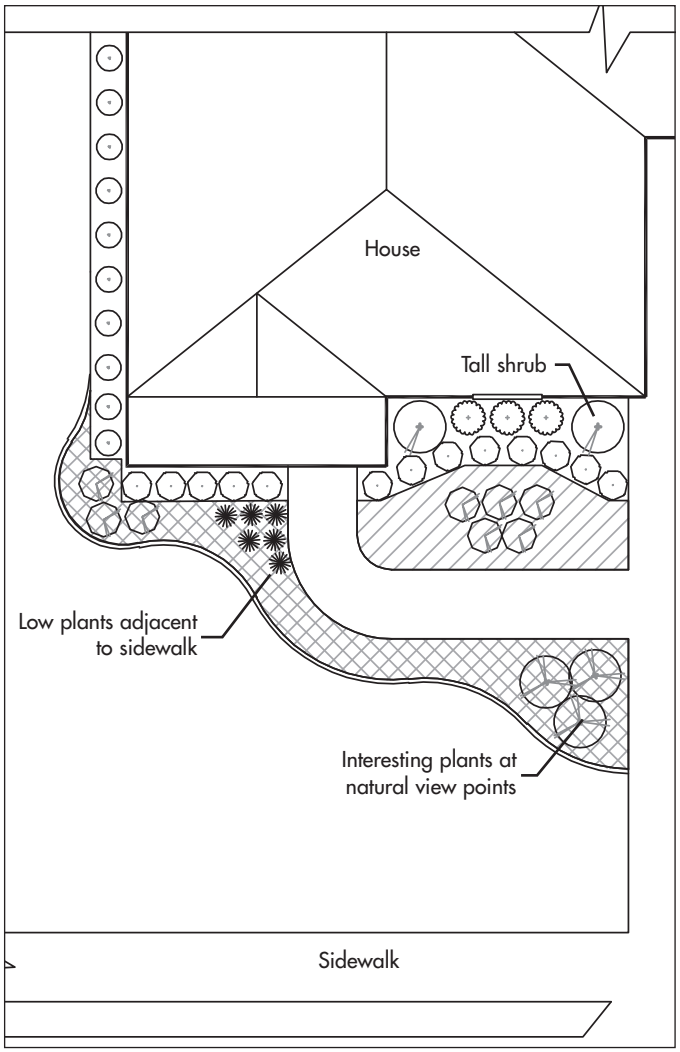





## SOLUTION 2

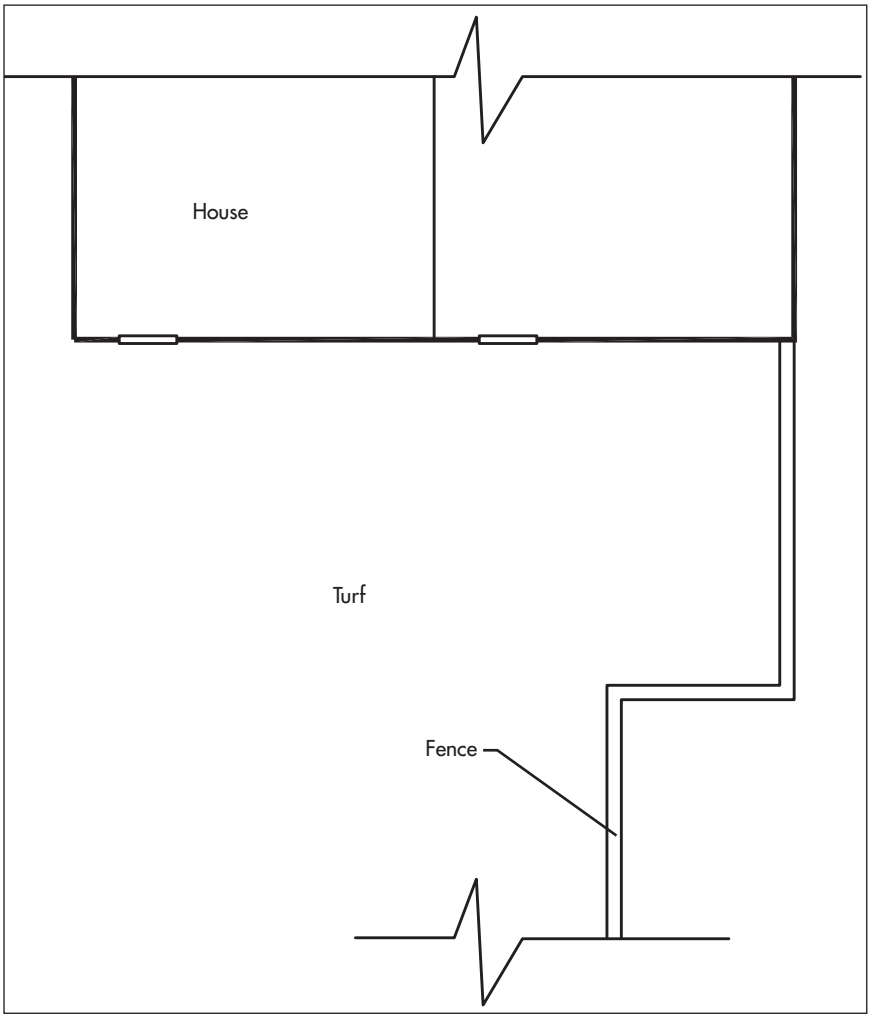
Without Trees





## SCENARIO B: ALONG WALLS
### Two design options (With trees, Without trees)






Existing Landscape

### CHALLENGES:

- Blank wall is not visually pleasing
- Bare walls act as a heat sink during the summer

### GOAL:

To break the monotony of blank walls through the use of properly sized foundation plantings. Small trees can be used to provide cooling benefits as well.

Plant Characteristics to Look For:

- Low- or medium-height shrubs
- Soft/fine texture
- Loose foliage
- Flexible branches

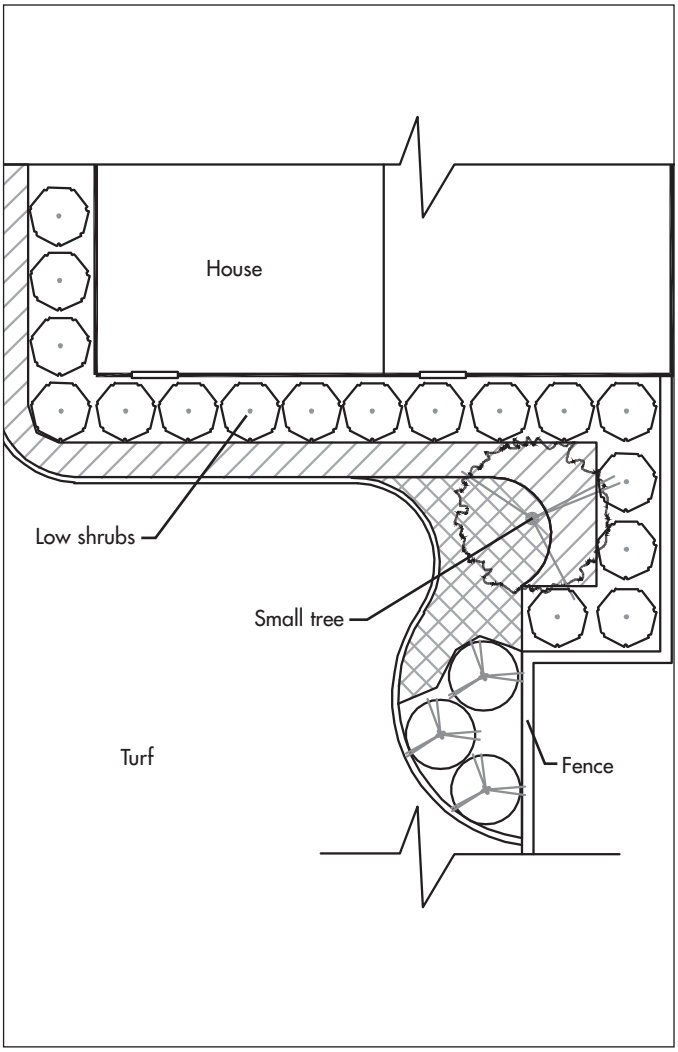
Design Solutions:

- Place root ball at least 3′ from wall to allow for air flow and maintenance access
- Choose plants with a tidy growth habit and be aware of their mature size to reduce trimming needs
- Choose plants that are color-compatible with the wall
- Consider planting small trees to provide shade and cooling benefits
- Use slightly taller plants between windows to break the monotony of a uniform hedge
- Use shrubs with soft/fine texture and flexible branches for easy pruning and to reduce injury when accessing the wall for maintenance

## SOLUTION 1

With Trees

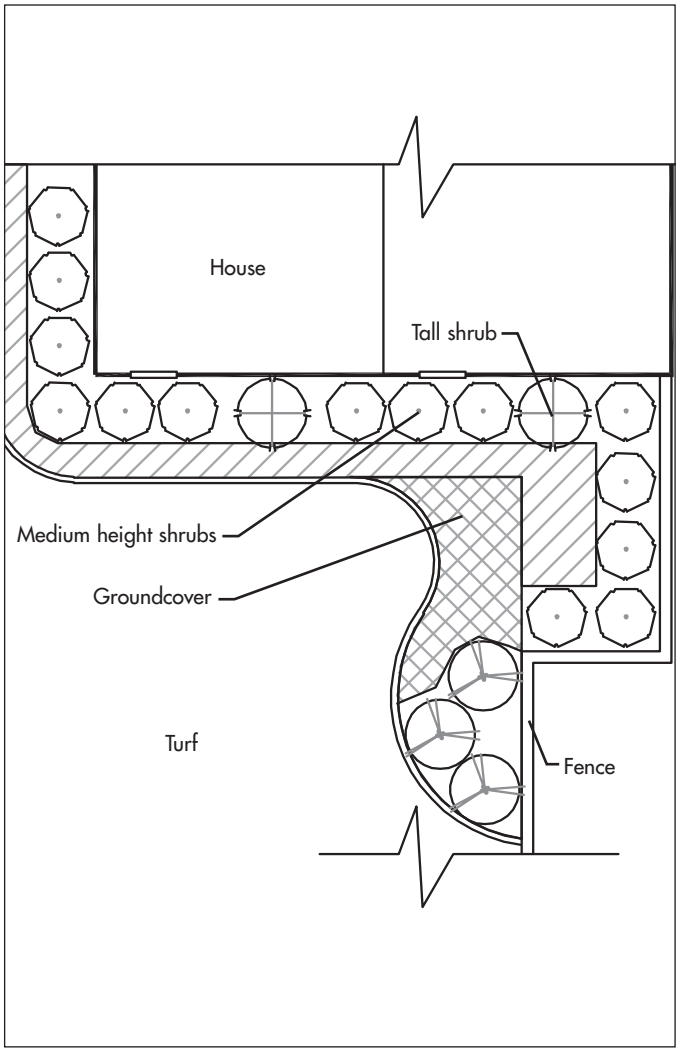





## SOLUTION 2

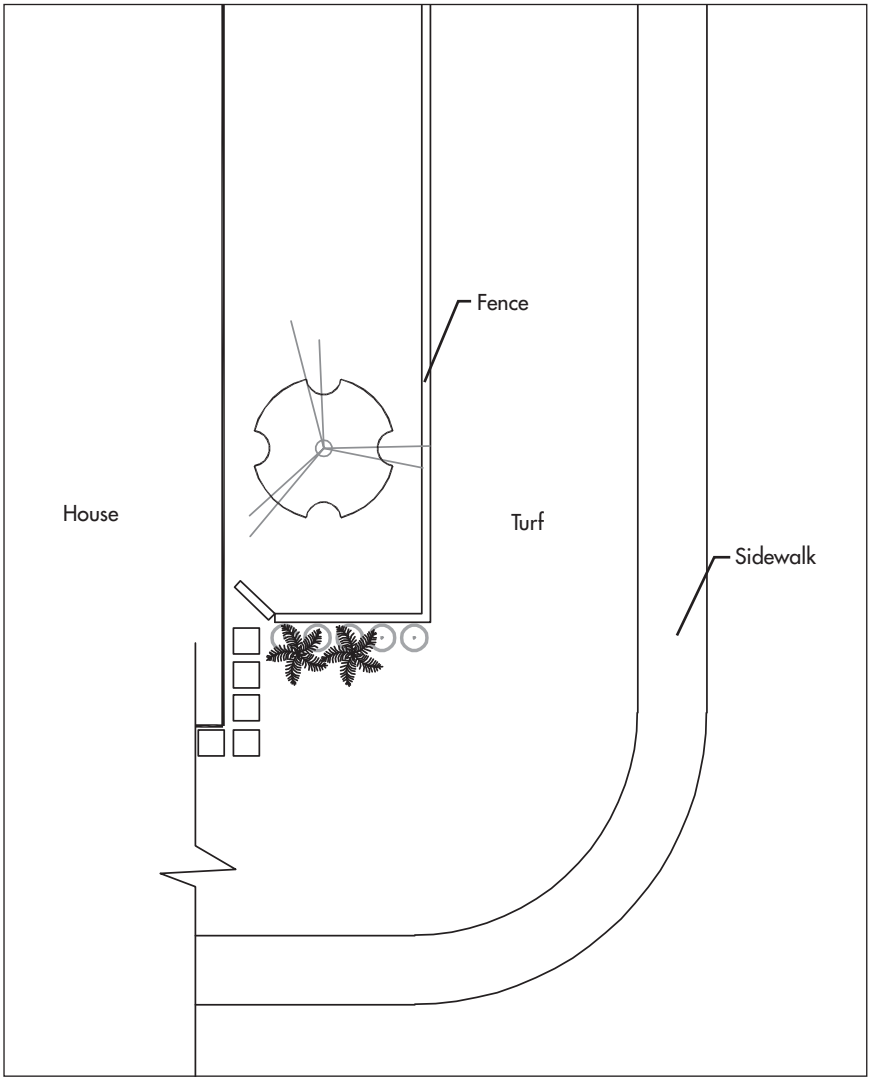
Without Trees





## SCENARIO C: ALONG SIDEWALKS
### Two design options (Turf buffer, Raised edging)






Existing Landscape

**CHALLENGE:**

- Turf is in poor condition

**GOAL:**

To reduce trimming and maintenance needs adjacent to the sidewalk. A 4′ turf strip or raised edging can be used to keep mulch from washing onto the sidewalk.

Plant Characteristics to Look For:

- Low growing
- Compact growth habit
- Does not attract biting or stinging insects

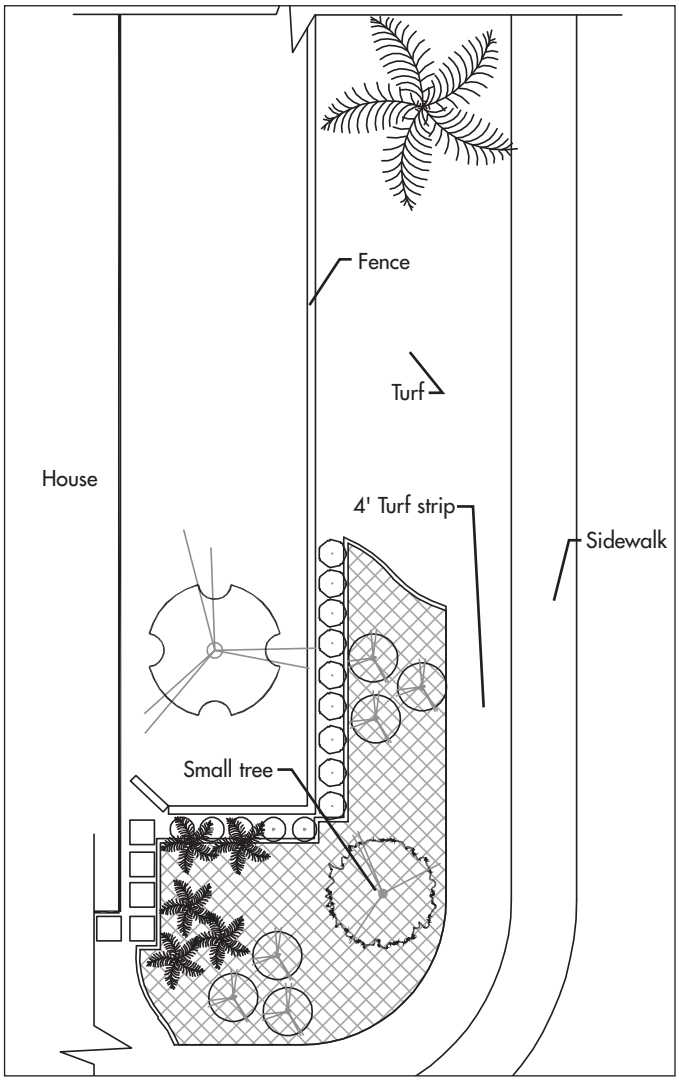
Design Solutions:

- Reduce trimming and edging needs by placing plants with clean, compact growth habits closest to walkways or by using a turf strip of at least 4′ adjacent to the sidewalk
- If a turf strip is not used, consider a raised edging to keep mulch off sidewalks
- Avoid plants that attract biting or stinging insects
- Use plants with interesting textures and colors for close viewing

## SOLUTION 1

Turf Buffer Strip

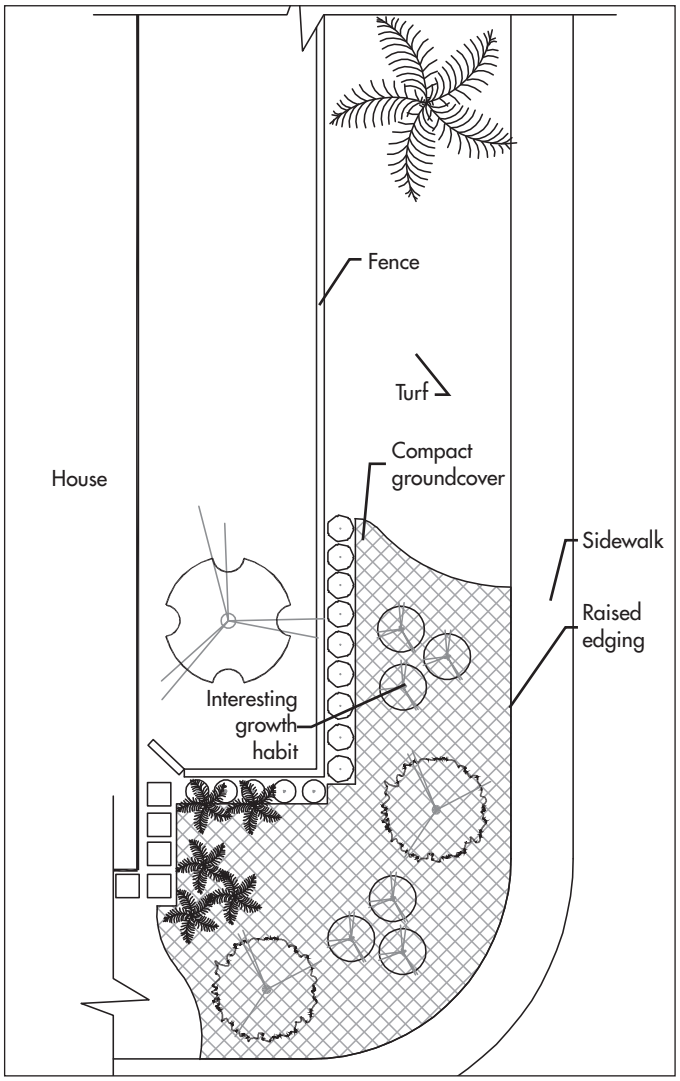





## SOLUTION 2

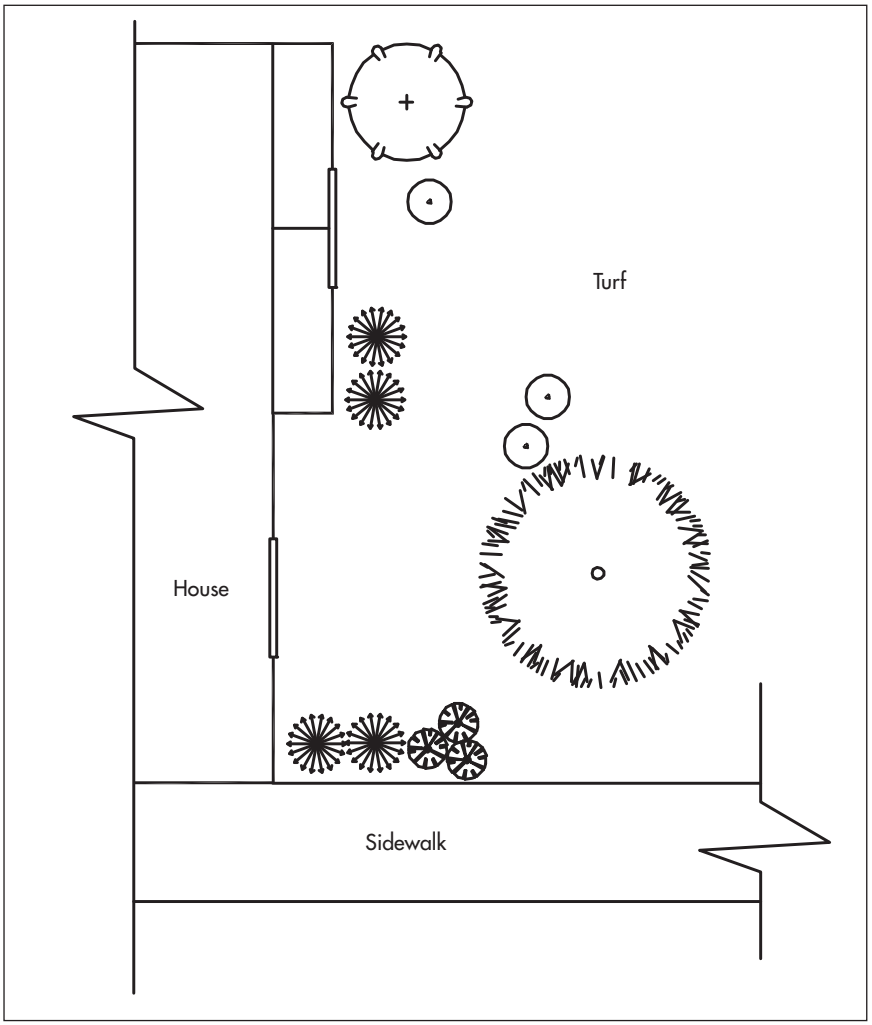
Raised Edging





## SCENARIO D: UNDER WINDOWS
## Two design options (No screening, Light screening)






Existing Landscape

### CHALLENGES:

- Dense plant blocks rear window
- No plant material around front window

### GOAL:

To frame windows with plant material to add visual interest and curb appeal. Alternately, plant material can be used to provide light screening of windows to prevent passersby from seeing in through the windows.

Plant Characteristics to Look For:

- Medium height
- No thorns or stiff leaves
- Loose foliage
- Flexible branches

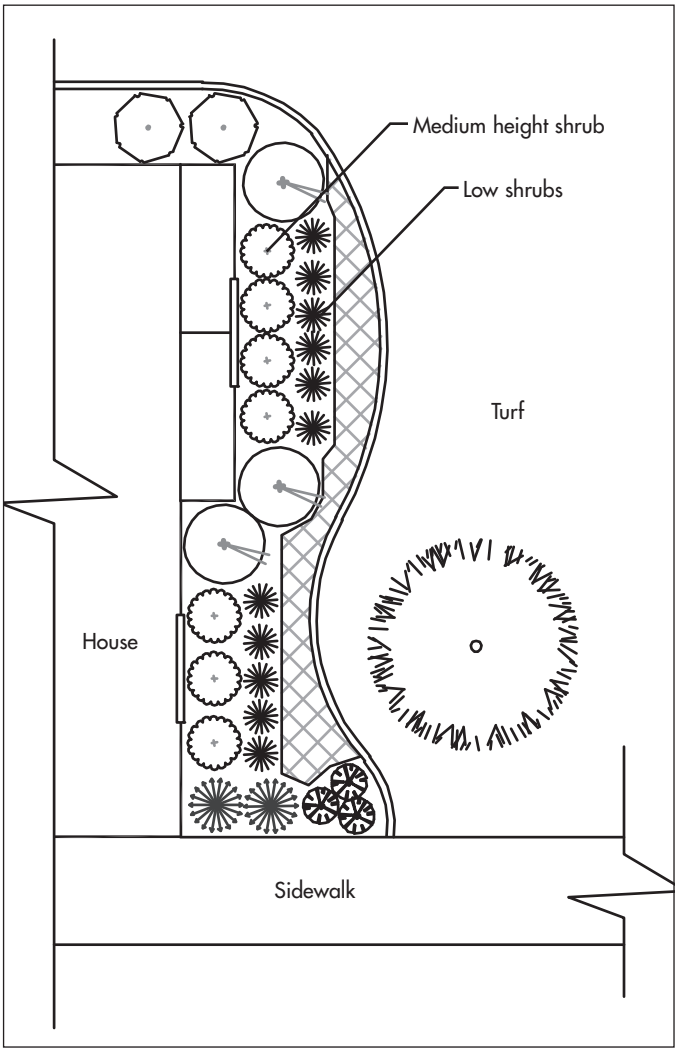
Design Solutions:

- Avoid blocking views by choosing plants with medium height and compact growth habits
- Choose shrubs with a tidy growth habit and allow enough room to access windows for cleaning and hanging storm shutters
- Avoid stiff, thorny plants that would prevent exiting from windows in an emergency situation
- Be aware of the mature size of plants and choose appropriately
- Use small trees with low canopies if shade or screening is desired

## SOLUTION 1

No Screening

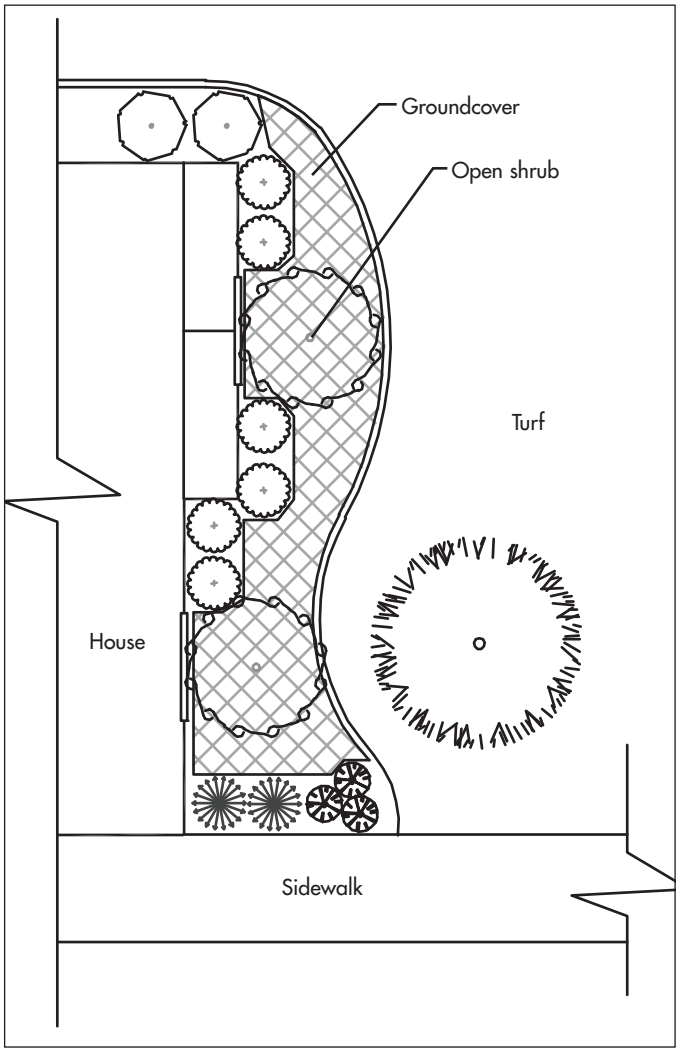





## SOLUTION 2

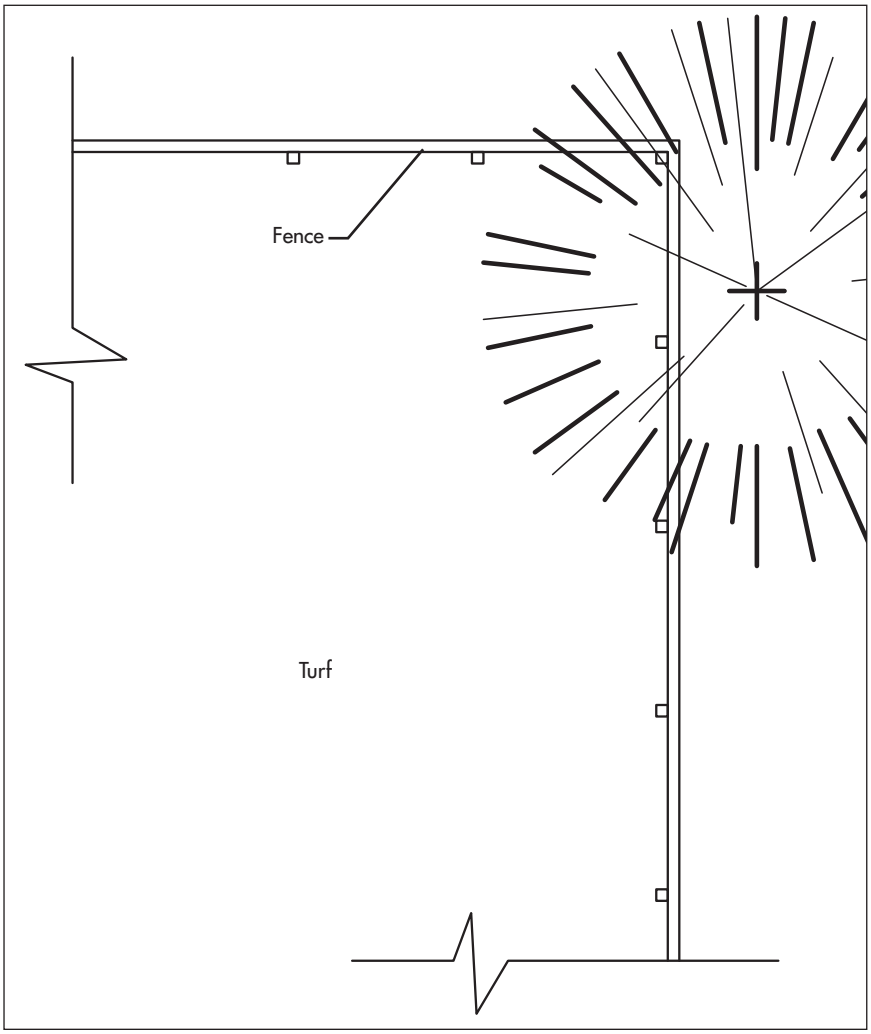
Light Screening





## SCENARIO E: ALONG FENCES
### Three design options (Vines, Partial screening, Full screening)






Existing Landscape

### CHALLENGES:

- Bare fence is not visually pleasing
- View from yard needs screening (ex: neighbor's unsightly yard, road, etc.)

### GOAL:

To turn an unsightly view into a visually pleasing one through the use of colorful vines and evergreen plants. Be sure to choose appropriately sized plants for your design intent.

Plant Characteristics to Look For:

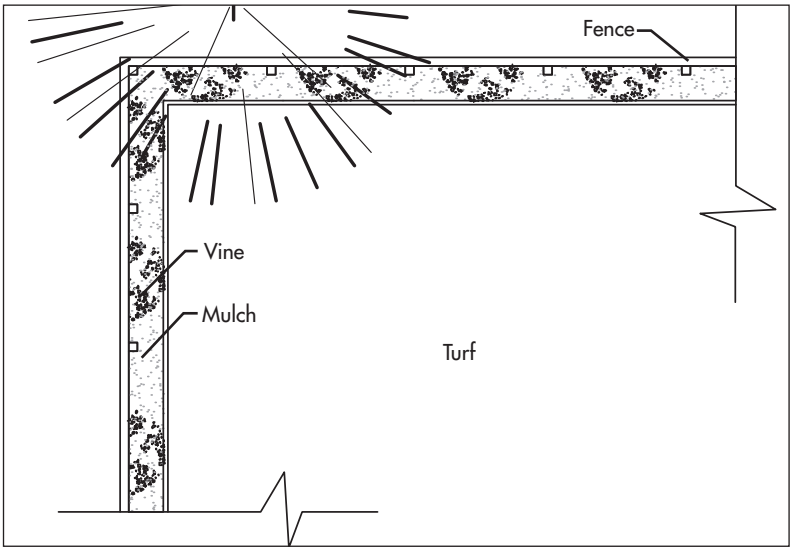
- Dense foliage
- Upright form
- Evergreen
- Fast growing
- Vining

Design Solutions:

- Choose hardy vines with colorful blooms or pleasant fragrance to hide the fence
- Choose fast-growing plants with dense growth habits for screening and privacy
- Select evergreen plants for year-round privacy and color
- Use plants with appropriate height to block unwanted views

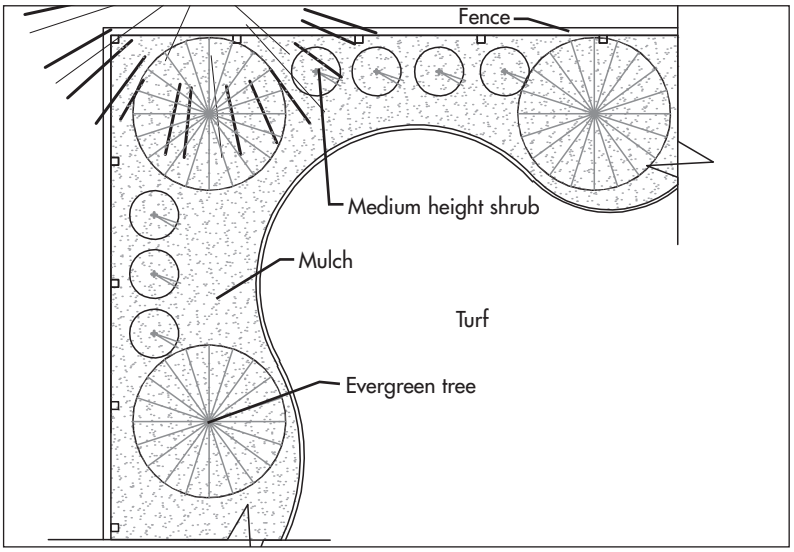
## SOLUTION 1
With Vines





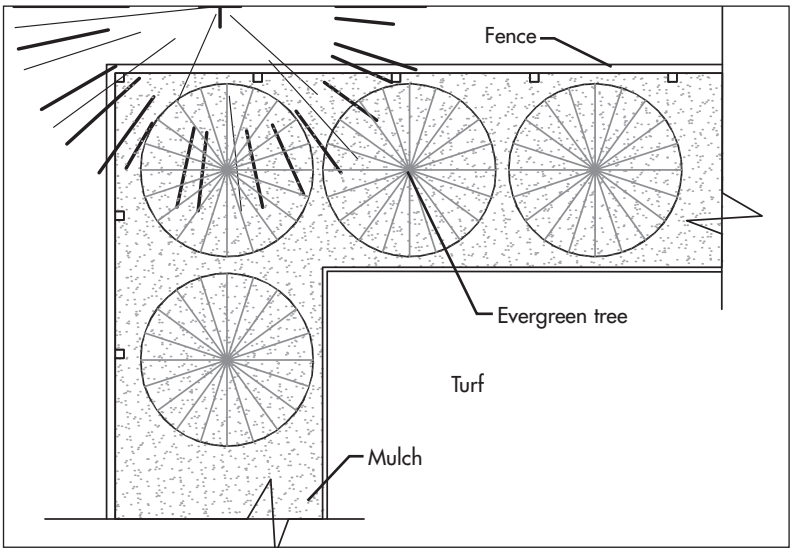

## SOLUTION 2
With Partial Screening





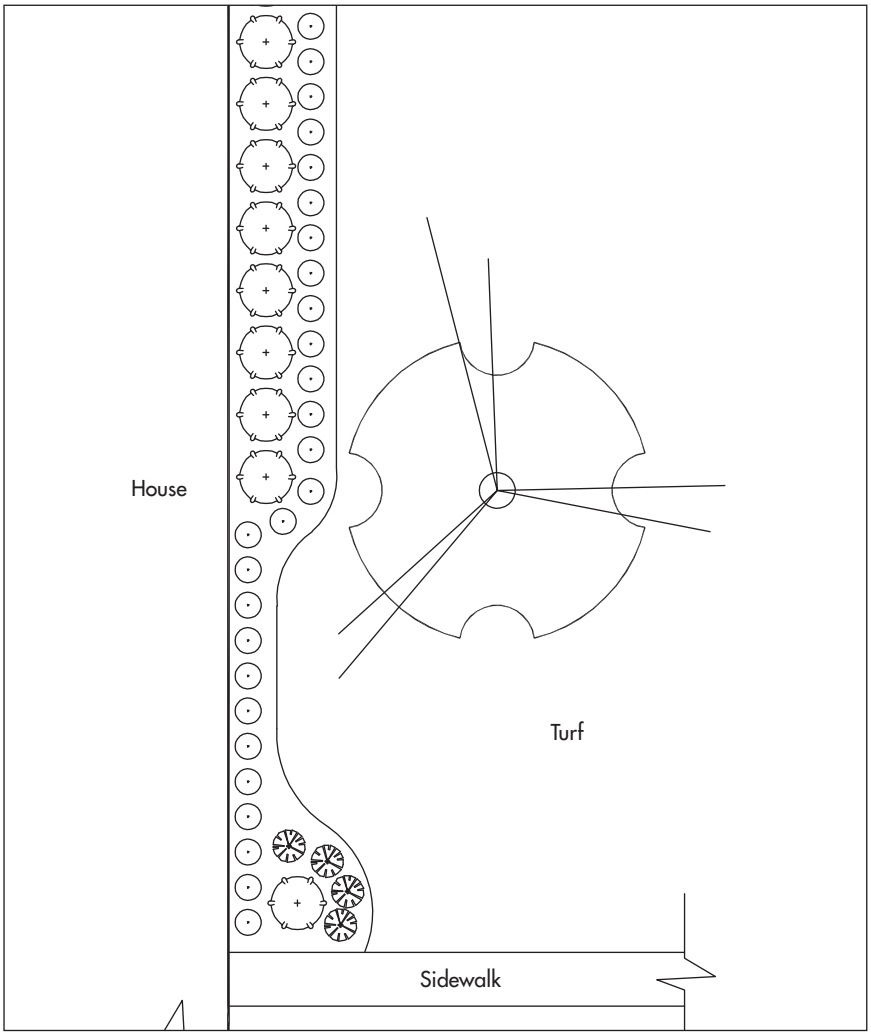

## SOLUTION 3
With Full Screening





## SCENARIO F: UNDER TREES
## Two design options (Open canopy, Dense shade)






Existing Landscape

### CHALLENGES:

- Turf is in poor condition
- Plants are too close to trunk
- Mulch area is too small

### GOAL:

To create a plant bed that will thrive in shady conditions where turfgrass will not. Allowing an area to be self-mulched by falling leaves is an excellent low-maintenance solution.

Plant Characteristics to Look For:

- Shade tolerant
- Shallow roots
- Groundcover with spreading growth habit

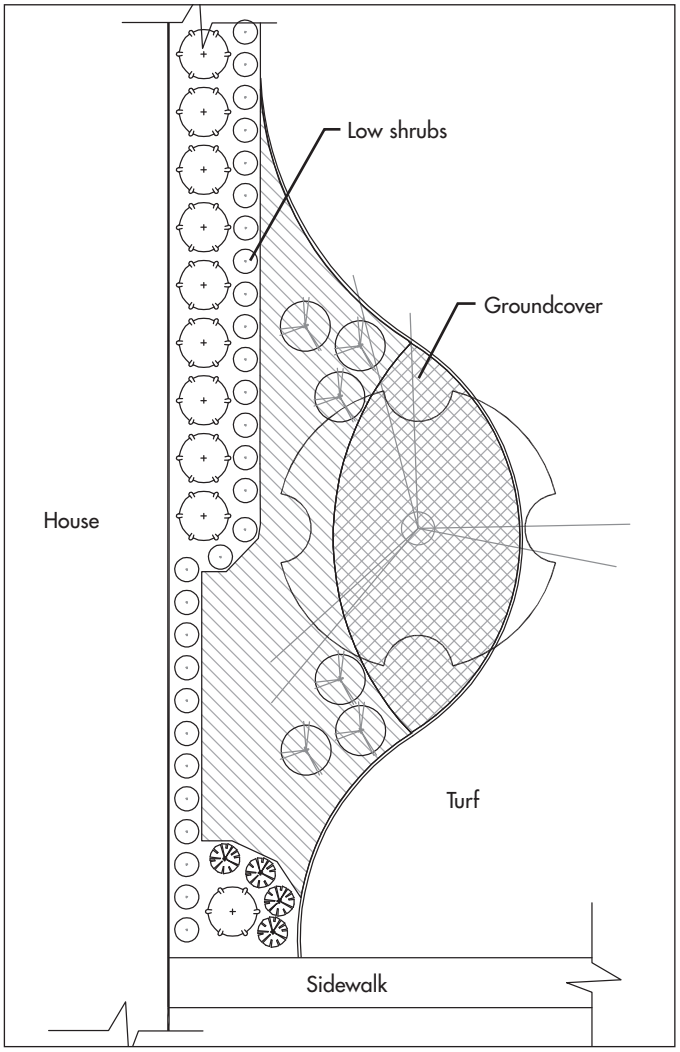
Design Solutions:

- Use plants that look good alongside fallen leaves
- Install small plants to avoid root damage to the tree
- In dense shade where plant options are limited, consider allowing fallen leaves to create a self-mulching bed

## SOLUTION 1

Open Canopy

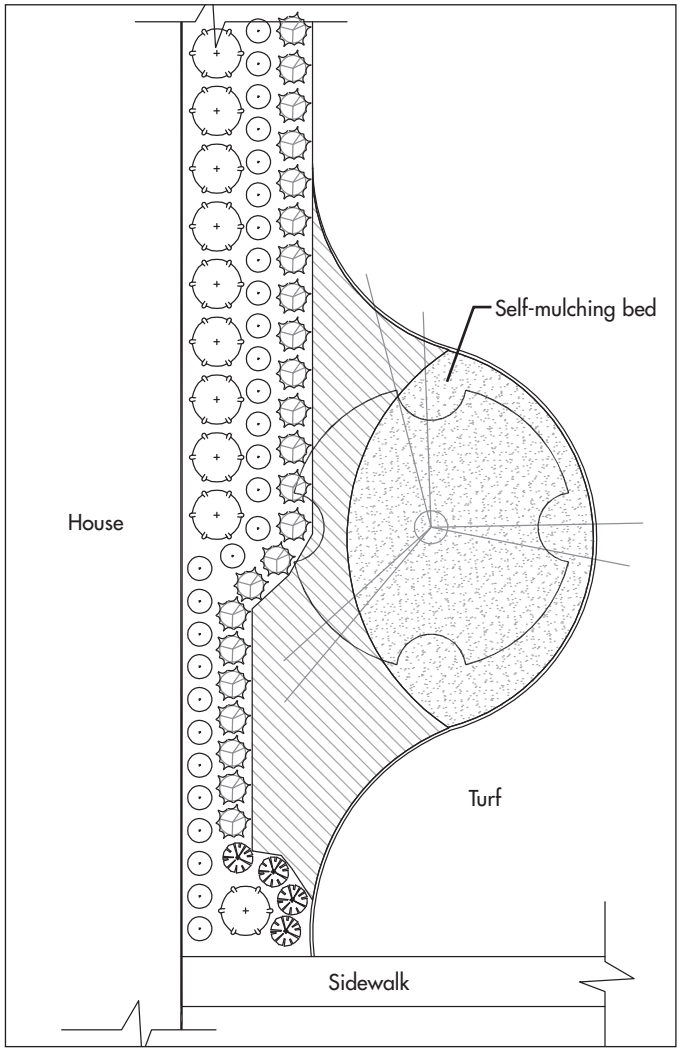





## SOLUTION 2

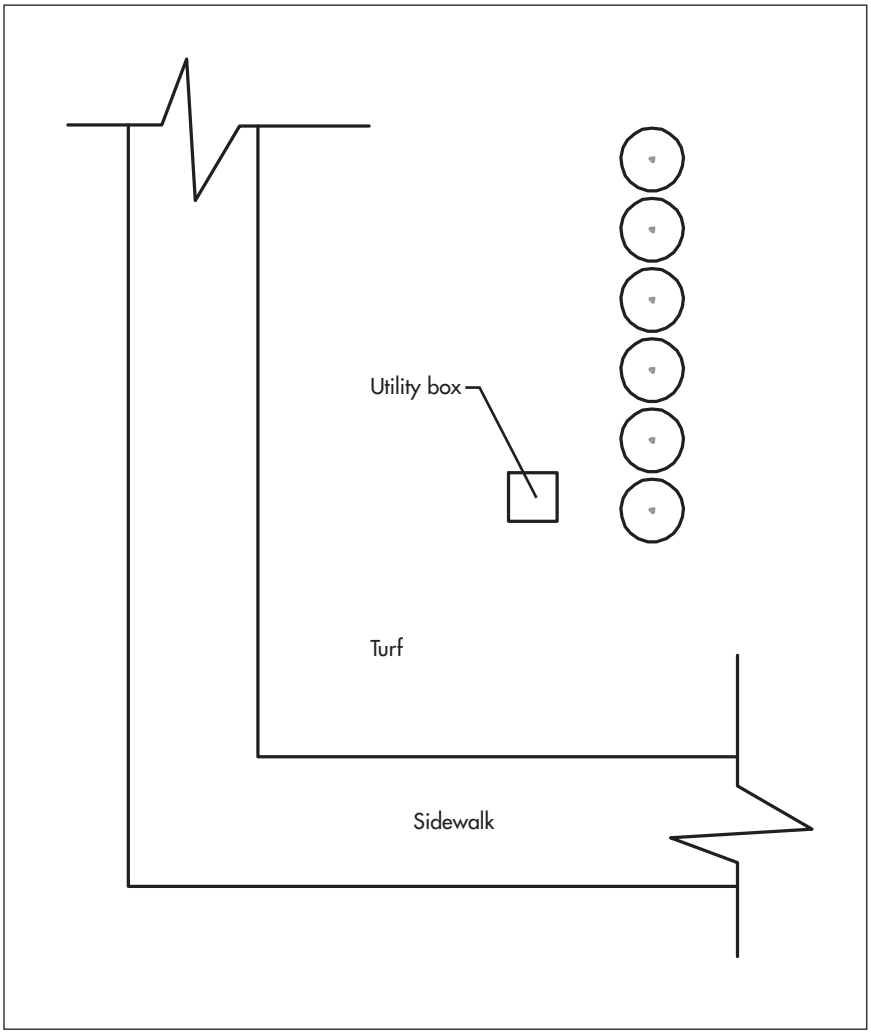
Dense Shade





## SCENARIO G: UTILITIES
## Two design options (Full blend, Partial blend)






Existing Landscape

### CHALLENGES:

- Utility box is not visually pleasing

### GOAL:

To create a plant bed around an unsightly utility to make it blend into the landscape. Be sure to allow room to access the utility when the need arises.

Plant Characteristics to Look For:

- Low/medium shrubs
- Simple growth habit
- Soft foliage
- No flowers/bees
- No thorns

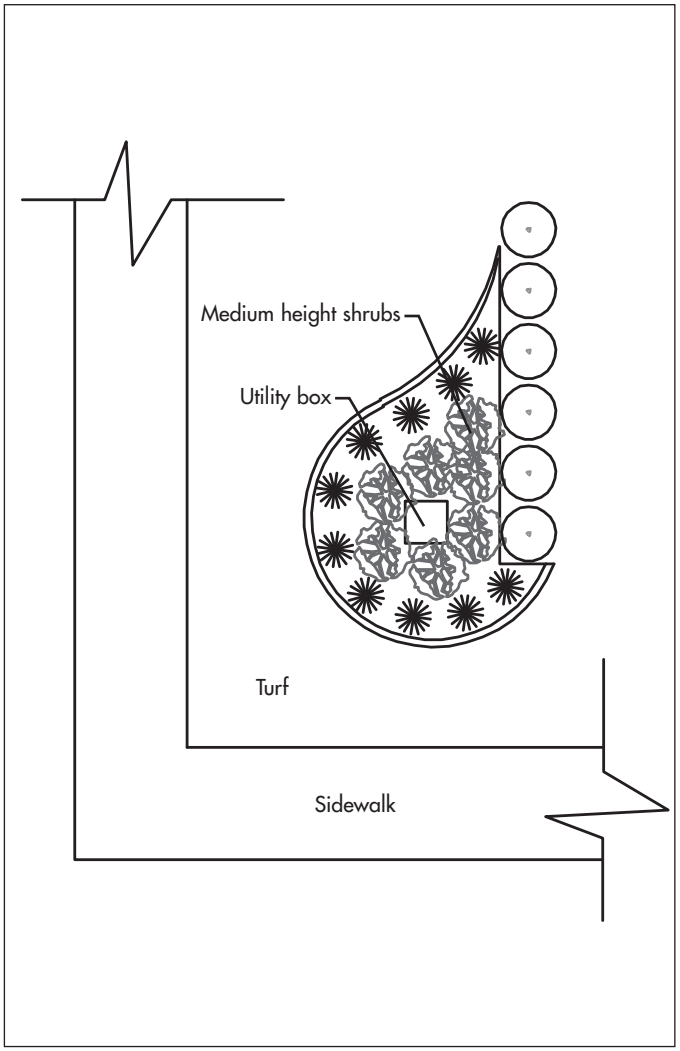
Design Solutions:

- Consult with your local utility company for planting regulations around utilities
- Use plants with soft foliage so the branches can be bent back to allow for access
- Don't try to hide the utility but rather try to make it blend in with the plant bed
- Consider the mail carrier and meter reader when selecting plants, avoid plants that attract stinging insects and plants with thorns

## SOLUTION 1

Full Blend

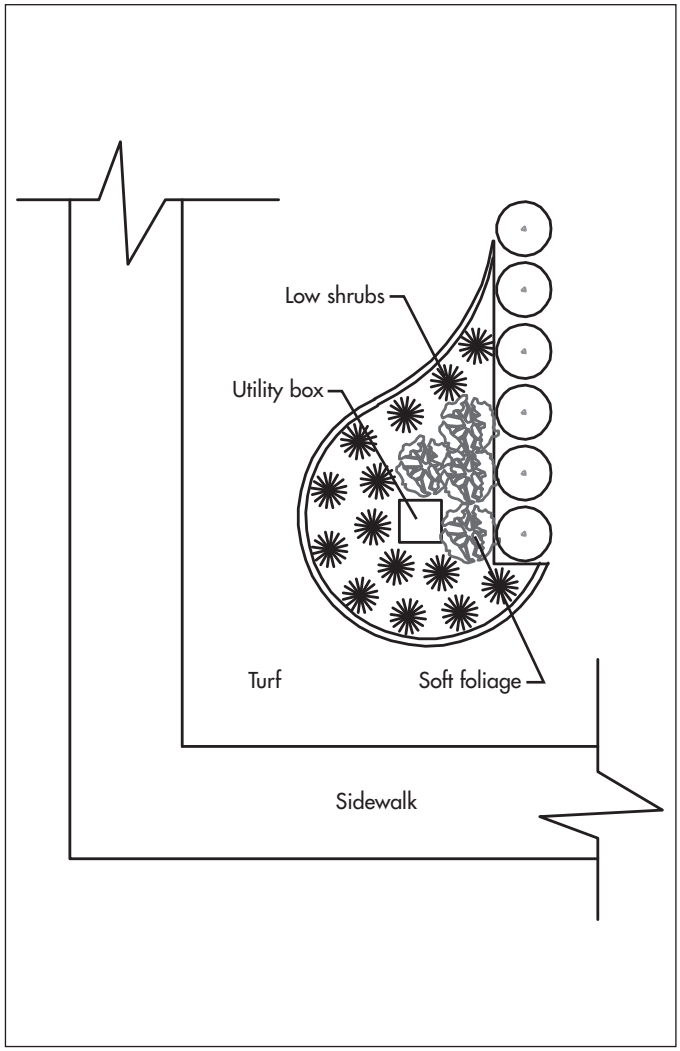





## SOLUTION 2

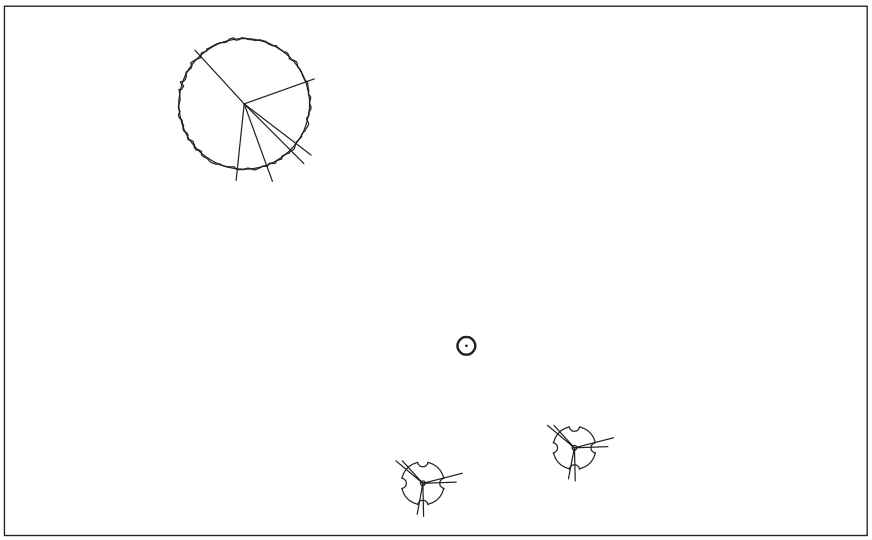
Partial Blend





## SCENARIO H: STANDING WATER
## One design option (Rain garden)





Existing Landscape

### CHALLENGES:

- Water is slow to drain and collects in low areas
- Compacted soil

### GOAL:

To turn low wet areas into rain gardens that will collect and filter rain water. Rain gardens can be attractive features in dry times as well if appropriate plant and material selections are made.

Plant Characteristics to Look For:

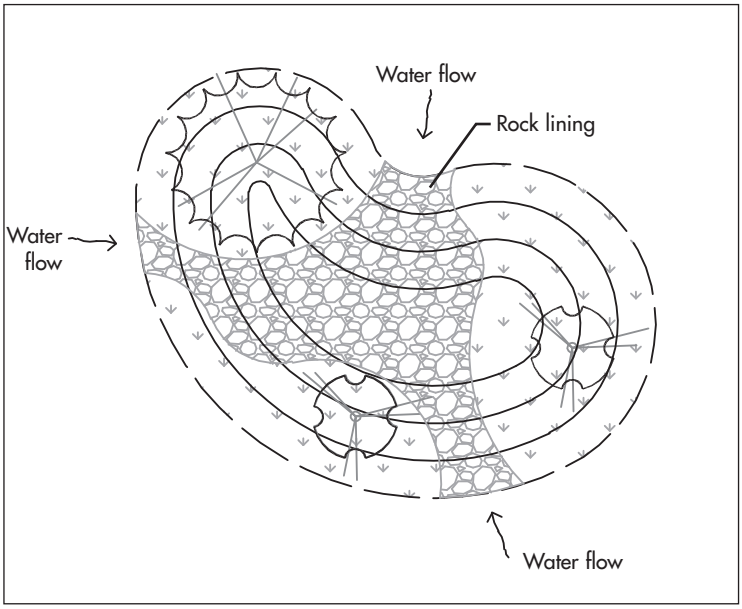
- Ability to survive prolonged wet conditions
- Also able to tolerate dry conditions (when water is absent)

Design Solutions:

- Consider having the low area(s) excavated by a professional and use the excess soil to create berms around the rain garden
- Use plants that will survive wet (or dry) conditions for long periods of time
- Line the bottom of the rain garden with rocks and boulders to provide visual interest during dry periods

SOLUTION 1
Rain Garden





# Converting Your Yard to a Florida-Friendly Landscape

A Florida-Friendly Landscape is ecologically sound and cost effective. If you get the chance to design a landscape from scratch, you can go Florida-Friendly all at once. But sometimes it is not practical for a homeowner with an established landscape to make the changeover to a Florida-Friendly design immediately. Converting an established yard to a Florida-Friendly Landscape can be done most effectively in about three years and seven steps.

## OVERVIEW OF THE STEP-BY-STEP PROCESS

First, develop a master plan on paper. Second, install any patios, walkways, or decks (hardscapes). Heavy equipment and materials used in the construction of hardscapes should be used before planting to avoid crushing the plants. Third, prepare areas to plant trees. Trees should be planted before other plants because they require more time to reach a size that will provide shade and mulch (leaf litter). The final steps in the conversion involve working in small sections and installing plant beds and mulch in phases.

## THE FLORIDA-FRIENDLY MASTER PLAN

Whether you are designing a landscape from scratch or converting to a Florida-Friendly Landscape, create a Florida-Friendly Master Landscape Plan. This is a complete plan for your yard that includes all elements in precise locations and takes into account the nine Florida-Friendly Landscaping ™ principles.

To create the master plan, you may find it helpful to use the Landscape Planning Worksheet provided in this guide or a similar form. Conduct a site inventory and analysis to determine the opportunities and constraints of your yard. Pay attention to soil type, existing vegetation, shade patterns, drainage patterns, views, and utility locations. Homeowners should also consider their needs and wants.

Draw the master plan to scale, including property boundaries from a certified survey, the location of the house and any existing hardscape, and the location of any trees or plants to remain on site. Complete the master plan by adding all proposed plants, hardscapes, and specified construction materials. If applicable, check with your HOA before beginning the design process, and be sure to obtain final approval from the responsible committee.

Use the nine FFL principles, design elements, and fundamentals of design described in this guide to create outdoor "rooms" by using pathways, hardscapes, and plants to divide and organize spaces. Also consider the following:

- **Proportion:** Keep the size of the plants proportional to the house and yard.
- **Variety:** Make the yard interesting by having variation in plant sizes (especially heights), color, texture, and shape.
- **Composition:** Group and arrange plants in overlapping masses based on the size, form, color, and growing requirements.
- **Emphasis:** Use dramatically different plants as focal points to attract attention.

## THE SEVEN STEPS

The seven-steps described below illustrate the phased process of converting a landscape, including the addition of new hardscape, trees, and Florida-Friendly plant material to a typical development landscape. If all steps are followed, the final product will be a Florida-Friendly Landscape created over a three-year period.

### STEP 1: DEVELOP A MASTER PLAN

Include some of the following elements in your Florida-Friendly Master Landscape Plan:

- Turf areas, plant beds, and mulch areas
- Entertainment and circulation areas such as pathways, decks, and patios
- Trees and shrubs (placed for energy efficiency and as screens/buffers for views)
- Plantings to screen A/C units & utilities
- Concealed work/trash area
- Wildlife habitat plantings
- Garden shed/compost bin
- Cisterns/rain barrels (located by downspouts)
- Rainwater collection areas (low spots or rain gardens)

### STEP 2: INSTALL HARDSCAPES (PATIOS, WALKWAYS, DECKS, POOLS, ETC.)

- Call before you dig. State law requires that you call the free Utility Locator Service at 811 at least two full business days before you dig. http://www.callsunshine.com/
- Install all new hardscapes at the same time to save money by not destroying plants later.
- Use porous pavers, concrete or gravel, to allow stormwater drainage.
- Use durable materials and, whenever possible, use reclaimed, reprocessed, or recycled-content materials (EDIS pub 1110/EP374).

- Minimize the movement of trucks and equipment in the yard to avoid soil compaction.

- If using underground irrigation, install the system before installing plants.

### STEP 3: CREATE NEW TREE BEDS

- Mark the edge of the new tree bed with a rope.

- Remove sod or other plant material and till to aerate soil in tree bed area.

- Put down a 2-3"-thick layer of Florida-Friendly mulch to protect the soil.

### STEP 4: INSTALL TREES

- Choose healthy trees appropriate for your climate and conditions (wind, moisture, soil, etc.), and use proper installation techniques (EDIS pub ENH856/EP112).

- Wind proof by grouping trees together and locate to provide selective shade.

- Call to locate underground utility lines before digging.

- Install any new trees located near proposed hardscape after the hardscape is installed (Step 2).

### STEP 5: PREPARE (PHASE I) PLANT BEDS

- Consult the master plan to decide where to install the first planted area. Your choice will be determined by your needs.

- Remember to leave clear access to the backyard if you do the front yard first.

- Use boundaries such as walkways, fences, or house corners to determine the extent of the planted area.

### STEP 6: INSTALL (PHASE I) PLANT BEDS

- Relocate existing plants as indicated on the master plan and space relocated and new plants accordingly.

- Use proper installation practices for planting (EDIS pub ENH856/EP112).

- If you are not installing the plants, hire landscape contractors certified in Florida-Friendly Green Industry Best Management Practices (GI-BMPs).

- Mulch newly installed plants to control weeds and reduce runoff (EDIS pub ENH103/MG251).

- Follow a UF/IFAS-recommended irrigation schedule until plants are established (EDIS pub ENH857/EP113) and then reduce irrigation as needed.

### STEP 7: REPEAT STEPS 5 & 6 FOR ADDITIONAL PHASES OF PLANT BEDS

- Additional phases of Plant Beds are determined by your needs. For Phase II , you may choose to plant the area that is contiguous to the Phase I plants, or you may decide to plant another area of the garden that is used often or for a different purpose.

- Follow the procedures used in Phase I to prepare beds and install the Phase II plants. If a temporary irrigation system was used in Phase I, the system can be relocated to use in Phase II.

- Remember the plants in Phase II will initially be smaller than the plants in Phase I, but they will quickly catch up and fill in the space.

- You may want to choose less visible areas for the last phase(s).

- Again, follow the procedure used in previous phases I and II to prepare and install additional beds.

- Remember the plants in later phases will be smaller than the plants in the earlier phases, but they will also quickly catch up.

- Maintain the yard with Florida-Friendly Landscaping™ principles described in *The Florida Yards & Neighborhoods Handbook* and in this publication. If you are not maintaining the landscape, hire a landscape contractor who is certified in the GI-BMPs.

# Ecological Considerations

Florida-Friendly Landscape design combines art and science to create functional, attractive, and ecologically sound surroundings that complement a home or other structure. But Florida-Friendly Landscaping™ guidelines need not restrict your choices of color, texture, and style. Here are some tips to bear in mind when planning your landscape.

## FORM FOLLOWS FUNCTION

Landscape designers often recommend grouping plants into masses to unify the design of plant beds. Groups of plants are visually pleasing, and this technique also provides environmental benefits. Trees planted in groups provide more atmospheric cooling than the same number of evenly spaced, isolated trees and are much better protected in high winds. In addition, trees planted in combination with appropriate shrubs and groundcovers form effective windbreaks and wildlife habitat.

## PLANT MATCHMAKING

Turfgrasses and landscape plants have different water, fertilizer, and maintenance needs. Group plants in beds according to water requirements to conserve water and make maintenance easier.

## WET VERSUS DRY

Many drought-tolerant plants thrive in elevated dry spots or in windy areas but can quickly succumb to root diseases and pest problems if planted in areas that tend to stay wet. Drought-tolerant plants do well in exposed areas and along the unshaded southern or western walls of buildings, but you should place plants adapted to wet soils in low spots, along waterways, and in areas with poor drainage.

## WIND-WISE PLANTINGS

Florida winter winds tend to blow from the north or northwest. A solid fence or a row of evergreens on the north side of a house forms a barrier against cold winter winds, which can dry and damage plants. In the summer, winds typically originate in the south, so allow cooling breezes in your outdoor living spaces by keeping tall barriers away from the southern edge of your landscape. Since Florida is frequently in the path of hurricanes, choose trees that are known for sturdiness in high winds.

## MADE IN THE SHADE

Position trees and shrubs strategically to help cool or heat your home. Plant deciduous shade trees on the south, east, and west sides of a house to cast shade in summer and allow warming in winter. Tree shade can significantly reduce air conditioning costs. An air-conditioning system's outdoor compressor/condenser unit uses less energy when it is shaded from direct sun during the day, but be careful not to block the unit's airflow. If the warm discharge air cannot escape, the intake air temperature rises, causing the unit to operate less efficiently.

## THE LOWDOWN ON TURFGRASS

Healthy lawns cool and clean the air by absorbing carbon dioxide, releasing oxygen, and collecting dust and dirt. They filter stormwater runoff and reduce erosion, glare, and noise. But the many benefits of grass are only realized when it's cared for and used properly. Grass thrives in sunny areas, but most types do not grow well in dense shade. In shady spots, plant shade-tolerant groundcovers instead of turf.

## NATIVES VERSUS NON-NATIVES

A common misconception is that Florida-Friendly Landscaping™ principles dictate the use of only plant species native to Florida. In fact, the FFL Program encourages a mix of natives and non-natives, depending on what plants are right for that particular location. "Right Plant, Right Place" governs the selection of plants, bearing in mind the soil, light, water, wind, and other conditions at that site. Do not forget to consider plant colors, textures, and bloom times. See the IFAS Assessment of Non-native Plants in Florida's Natural Areas (http://plants.ifas.ufl.edu/assessment/conclusions.html) for a list of invasive species that should be removed where possible and never planted.

## SOIL CONDITIONS

It is important to know your soil type before selecting plants for the site. Your landscape may have different soil types in different areas. A soil test can tell you the pH of your soil and what amendments may be used, such as compost or manure, to improve or alter your soil conditions. If your soil is compacted, as is frequently the case on new home sites, you should loosen and amend your soil as you add planting beds for optimum root health.

## PLANT SELECTION

The choice of plants determines how much maintenance a landscape requires and also how long it lasts. Use these steps as a guide to selecting the right plants for the right places in your Florida-Friendly yard.

- Choose low-maintenance plants suited to your site.
- Welcome wildlife.
- Group high-maintenance plants together for greater visual impact and easier care.
- Eliminate invasive plants.
- Buy quality plants.
- Consider the mature size of the plant.

- Avoid monocultures and aim for a mosaic of trees, shrubs, grasses, and groundcovers.
- Plan turf areas to be functional and low-maintenance.
- Use groundcovers on slopes where grass is difficult to maintain.
- Choose slow-growing plants that will last longer and create less work.
- Consider wind tolerance.
- Think of maintenance requirements.

## PLANT SORTING

If you are renovating your landscape, it is wise to keep some of the plants you already have. Follow these simple guidelines to sift through your botanical choices.

- Keep healthy plants.
- Discard tightly spaced plants.
- Retain trees with long life spans.
- Save clusters of trees and the plants growing beneath them.
- Remove unsuitable plants.
- Relocate plantings out from under eaves.

## CHOOSING A LANDSCAPE MAINTENANCE SERVICE

If you lack the desire or ability to do your own landscape work, you may decide to hire a professional maintenance company. Look for companies whose employees have obtained a certificate of completion in the Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries (GI-BMPs). These professionals will know how to care for your landscape in a Florida-Friendly manner. In many areas of Florida this training is already mandatory; by January 1, 2014, all commercial fertilizer applicators must have this certificate of completion and the accompanying license from the Department of Agriculture and Consumer Services (FDACS).

# Landscape Planning Worksheet

This worksheet can be used for both new and established landscapes. By following these steps, you will be on your way to a thriving, low-maintenance landscape suited to your climate and needs.

### 1. Decide why you want to landscape.

Most homeowners think of landscaping as a way to add beauty to their home or to improve their property's resale value. Other reasons to landscape are more specific, such as enhancing or screening a view, creating a microclimate, or attracting wildlife. You may need a play area for your children, or perhaps you would like to entertain family and friends outdoors. Your passion may be raising vegetables or simply savoring a lovely view.

Before you begin, think about how you will use your landscape. Write down as many ideas as possible. It is much easier to remove elements from your plan than it is to add them down the line.

_____

_____

_____

### 2. Obtain a soil analysis.

Soil plays a big part in any landscape project, influencing what plants will thrive in your yard. Determine your soil's texture (sandy to clay), and have it tested to determine the pH—the level of acidity or alkalinity. This information will help you decide which plants are best suited to the conditions of your yard.

Soil texture: _____

pH: _____

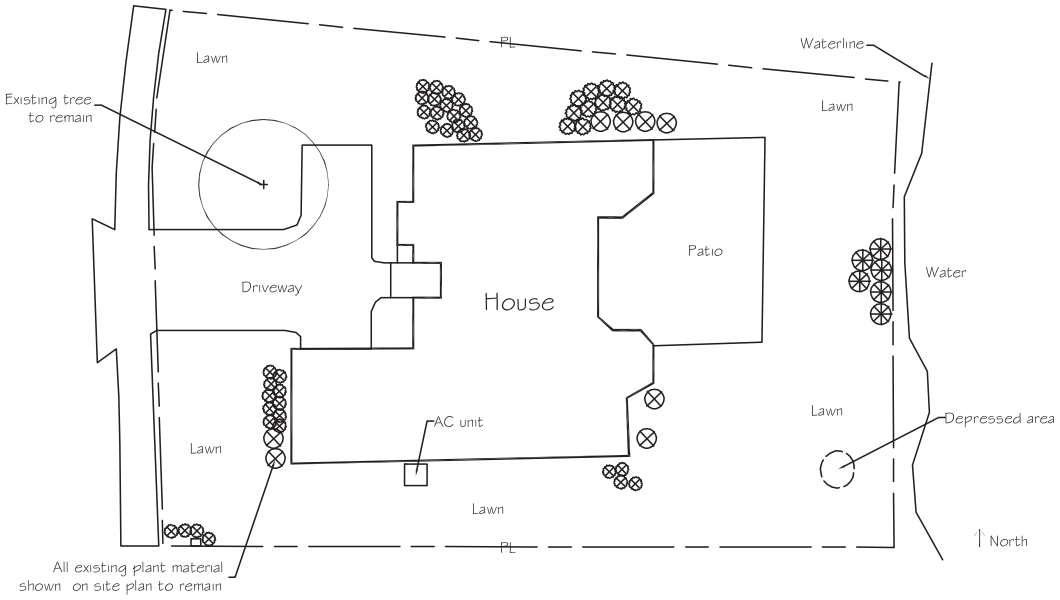
Any exceptions? (For example, the place where you want to put a planting bed may have more acidic soil than other areas in the landscape.)

_____

### 3. Draw a site plan.

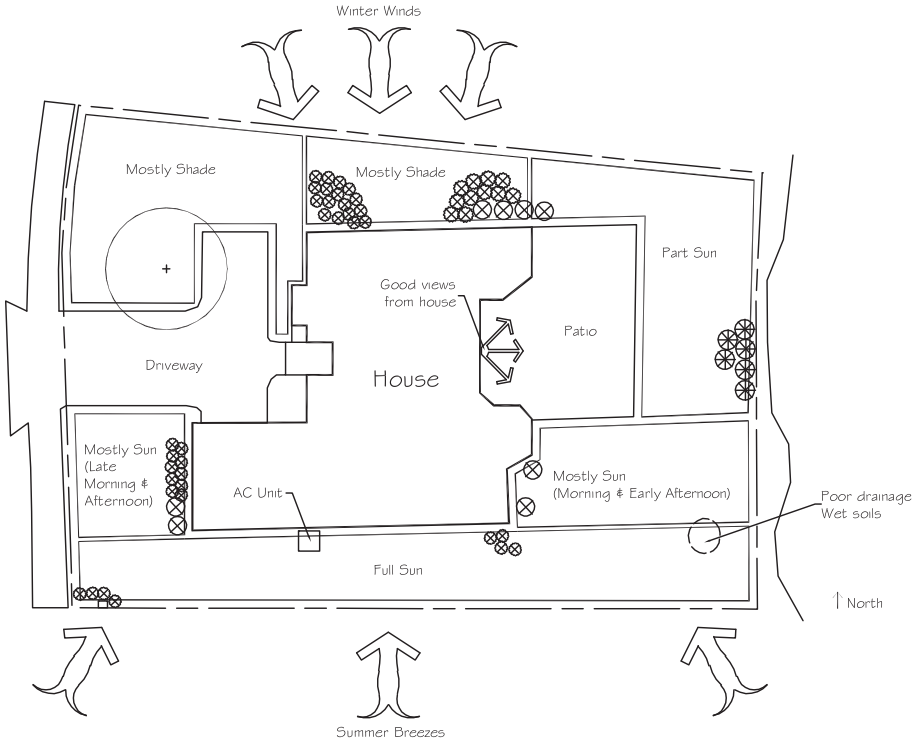
You can use a pencil, ruler and graph paper, or computer software to draw your site plan. Do not worry about getting the scale just right. If you have a survey of your property, you can copy it and draw on the copies.

Draw your house and existing trees, shrubs, and other plants you want to keep. If you already have an irrigation system, be sure to note its location and various zones. Include permanent features such as utilities, hardscapes like the driveway, and water sources like spigots. *See the sample site plan provided for guidance.*



### 4. Inventory your landscape.

Walk around your property with your site plan, noting conditions and features that make your yard unique. Does your site call for plants that are tolerant of cold, wind, full sun, shade, drought, occasional flooding, or salt spray? Be sure to make note of any particularly good views that could be enhanced or bad views that need to be screened. *See the sample site inventory & analysis provided for guidance.*




What kinds of conditions does your landscape have? _____

_____

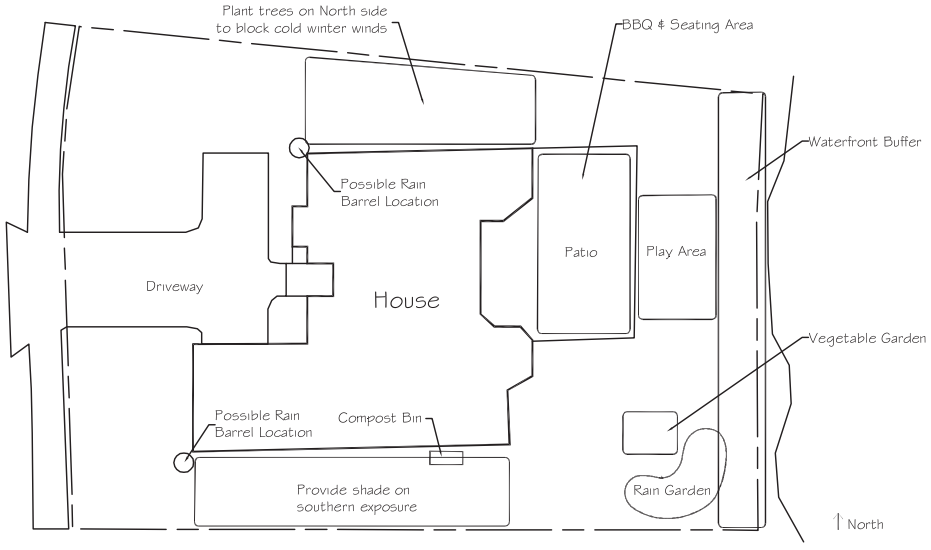
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_____

_____

### 5. Draw an activity diagram.

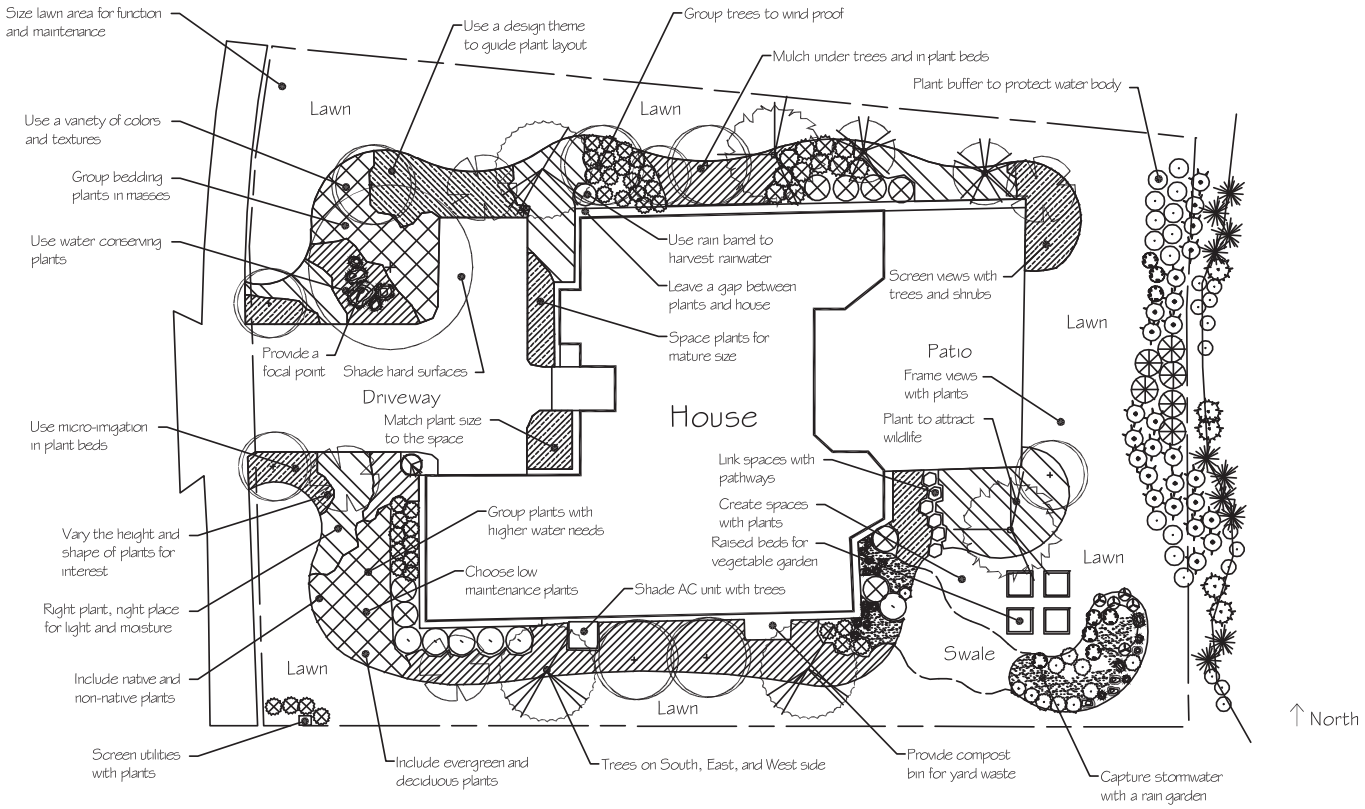
On a clean copy of your site plan, sketch the locations where activities will take place (refer to your answers for step 1). Make sure to consider views. Is there a spot you regularly look at that you want to enhance with plants that attract birds or butterflies? Are there structures or equipment, such as a utility box or shed, which you would like to hide? *See the sample activity diagram provided for guidance.*



### 6. Create a landscape plan.

Your landscape plan will be guided by the site inventory and analysis and activity maps discussed in steps 4 and 5. Based on these other two diagrams, determine the types of plants you want in different locations. Do not worry about choosing specific plants yet—just identify where you want trees, shrubs, groundcovers, flowering plants, and grass areas. *See the sample landscape plan provided in the next section for guidance.*

## THE FLORIDA-FRIENDLY LANDSCAPE MASTER PLAN




Now that you have a plan, you can choose plants suited for the conditions in your landscape using the Florida-Friendly Landscaping™ Plant List beginning on page 29.

# Five Common Gardening Mistakes

Avoid these five common mistakes for a more Florida-Friendly Landscape.

## 1. OVERWATERING: WATERING TO THE POINT OF RUNOFF OR LEACHING

### Problem:
Creates pest and disease problems, wastes water, and can wash pollutants into water bodies.

### Solution:
Do not water if it has rained in the past 24 hours, or if rain is forecast in the next 24 hours. Check your irrigation system regularly, make sure you apply only moderate amounts of water, and ensure that your rainfall shutoff device is working.

## 2. OVERPLANTING: DESIGNING A LANDSCAPE WITH MORE PLANTS THAN CAN BE ADEQUATELY SUSTAINED

### Problem:
Can result in cramped plants more prone to disease. Crowded plantings can also interfere with sidewalk and driveway access and block views from windows.

### Solution:
Design landscapes with the plants' mature sizes in mind. If landscapes must look "full" quickly, use plants that are already at mature or nearly mature size.

## 3. OVERPRUNING: REMOVING MORE FOLIAGE OR BRANCHES FROM A PLANT THAN IS HEALTHY FOR IT

### Problem:
Can weaken trees and shrubs, making them more susceptible to insect or disease problems.

### Solution:
Never remove more than 30 percent of the foliage from an ornamental plant or shrub at one time. Know the right time of year to prune your plant, and use plants that are the right size for the location.

## 4. FERTILIZING INAPPROPRIATELY: APPLYING MORE FERTILIZER THAN NECESSARY, APPLYING THE WRONG KIND OF FERTILIZER, OR APPLYING IT AT THE WRONG TIME OF YEAR

### Problem:
Can cause pollution if washed into ground or surface water, causing fish kills and unhealthy algal blooms. Can also burn plant roots.

### Solution:
Fertilize only when needed, using a fertilizer containing slow-release nitrogen. For turf, do not exceed the rate of 1 lb. total N per 1,000 sq. ft. of lawn at each application. Use compost and other soil amendments to supply plant nutrients instead of fertilizing. "Weed and feed" products are not recommended.

## 5. USING PESTICIDES INCORRECTLY: APPLYING MORE THAN THE RECOMMENDED AMOUNT OF PESTICIDES, APPLYING THE WRONG PESTICIDES, OR APPLYING THEM TOO OFTEN

### Problem:
Can cause insects to develop resistance to the chemicals and may harm beneficial garden insects.

### Solution:
Use Integrated Pest Management (IPM) for an environmentally friendly approach to pest management. Avoid overwatering and fertilizing inappropriately to help keep pests from becoming a problem.

# Florida-Friendly Plant List

The plants on this Florida-Friendly Plant List are considered by UF/IFAS horticulture specialists to be well adapted to growing in Florida landscapes. The plants on this list are not the only plants that can be used in Florida. Contact your county's UF/IFAS Extension office to determine if a plant not on the list is suitable for your region.

When planted under appropriate soil, light, and climatic conditions, most plants on the list generally require little maintenance compared with other plants. Each plant's preferred growing conditions (soil pH, soil texture, relative drought tolerance, soil drainage/moisture, light range, light optimum, and salt tolerance) are included here as a guide to choosing plants for your specific site conditions. Additional information is given on growth rate, mature height and spread, flowering color and season, value to wildlife, wind resistance and other characteristics helpful for plant selection and maintenance.

Many plants listed as Annuals are considered Perennials in some areas of the state and vice versa. The microclimate and the amount of care given to the plants will ultimately determine their staying power in the landscape.

See the key to symbols and abbreviations used in the tables for details. Remember to always put the right plant in the right place by matching each plant's needs with the environmental conditions found at the site. There may be variation in some characteristics, especially in the region (north, central or south) of Florida in which plants will grow. Check with your county's UF/IFAS Extension office to confirm the appropriateness of specific plants (look in the government pages of your phone book or see http://solutionsforyourlife.ufl.edu/map for your county's contact information).

## USE THE LIST TO CHOOSE PLANTS BASED ON YOUR SITE CONDITIONS, FOLLOWING THESE STEPS:

1. Find out and write down the conditions of the bed or other area you want to plant:
   - The region of the state you live in. (Check the map on page 2 and remember that if you live close to the border of a region, all of the plants listed for that region may not do well in your area and some of the plants that do well in the next region may do well in your area.)
   - The amount of light the site receives. (Check at various times throughout the day and through the seasons.)
   - Soil pH and texture. The pH ranges given in the legend are not absolute, but rather for guidance as to the optimum pH conditions. Some plants may do well if the pH is slightly higher or lower than those listed. (Take samples and obtain a soil test through your county's Extension office.)
   - Soil moisture (Is it in a high, dry area or a low area where water frequently accumulates? To check drainage, dig a small hole, add water and see how quickly the water drains – if water stands for more than 24 hours, consider it a wet site.)
   - Exposure to salt spray or salty irrigation water.
   - Size of area for plants. (Are there height restrictions such as a window nearby or power lines above? Is the width of the area limited?)
2. Determine the type of plant you want (tree, shrub, etc.) and go to that category on the list.
3. Narrow down the list by choosing plants that match the region, light, soil conditions and moisture at the site.

4. Further narrow your list to those plants that will fit the site based on mature height and spread.

5. Consider the need for salt tolerant plants, if applicable, and any additional factors you are interested in, such as wildlife value or flower color and season.

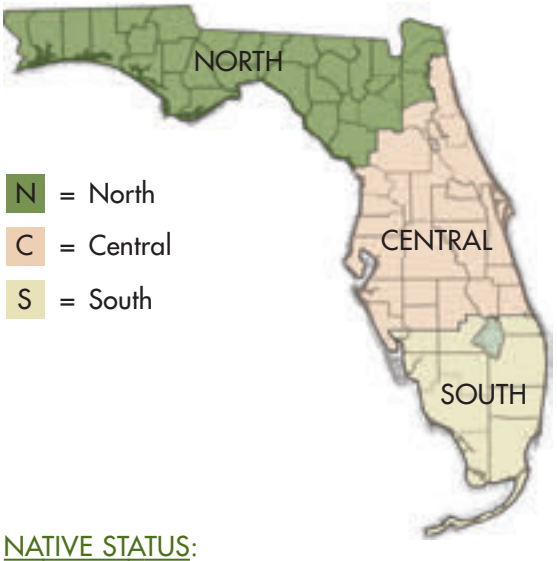
For further assistance, contact the Florida Yards & Neighborhoods or horticulture program at your county's UF/IFAS Extension office.

This list is meant as a guide to start choosing plants appropriate for your conditions. The absence of a plant from this list does not imply that it is not well adapted to Florida landscape conditions. This list will be updated periodically. Please check with your county's UF/IFAS Extension office for future updates.

For additional information and fact sheets on many of the plants on this list, see also http://hort.ifas.ufl.edu/woody/.

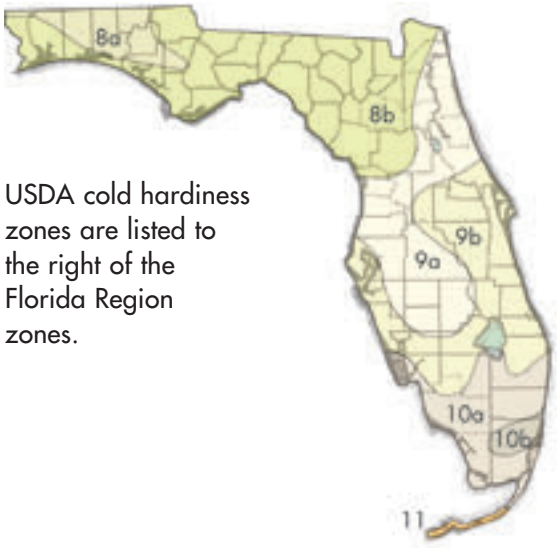
## KEY TO SYMBOLS AND ABBREVIATIONS

FLORIDA REGION ZONES:
Region (includes Florida regions in which plant will grow):




N = North
C = Central
S = South

USDA COLD HARDINESS ZONES:
Includes Florida zones only.




USDA cold hardiness zones are listed to the right of the Florida Region zones.

NATIVE STATUS:
Yes = Florida native  No = Not a Florida native  Var. = Native status depends on species selection

GROWTH RATE, HEIGHT AND SPREAD:
Growth rate = Slow or Fast *(if no rate is given the plant does not grow exceptionally fast or slow.)*
⇧ = mature height in feet  ⇨ = mature spread in feet

SOIL pH (GIVES THE RANGE TOLERATED BY THE PLANT):
● ○ ○ ○ = Acid 4.5-5.5
● ● ○ ○ = Acid to slightly acid 4.5-6.5
● ● ● ○ = Acid to slightly alkaline 4.5-7.2
○ ● ○ ○ = Slightly acid 6.0-6.8
○ ● ● ○ = Slightly acid to slightly alkaline 6.0-7.2
○ ● ● ● = Slightly acid to alkaline 6.0-8.0
● ● ● ● = Tolerates any soil pH 4.5-8.0

SOIL TEXTURE:
C/L = clay loam  S/L = sandy loam  S = sandy  S/C = sandy clay  any = any texture

SOIL MOISTURE:
= well drained
= medium drained
= wet
= well drained to medium drained
= medium drained to wet
= well drained to wet

DROUGHT TOLERANCE:
High, Medium, Low, or None
*(Note: Both drought tolerance and soil moisture tolerance should be considered, and they are not the same. For example, a plant may tolerate wet soils and also have high drought tolerance, and another plant may prefer well drained soils but have low drought tolerance.)*

LIGHT RANGE AND LIGHT OPTIMUM:
= Full Sun  = Partial Shade  = Shade  = Optimum light conditions

SALT TOLERANCE:
H = High  M = Medium  L-N = Low to None  U = Unknown

WILDLIFE:
= Attracts butterflies  = Attracts hummingbirds  = Attracts other birds

| Scientific / Common | *Acer barbatum*<br>Florida Maple,<br>Southern Sugar Maple | *Acer rubrum*<br>Red Maple | *Betula nigra*<br>River Birch | *Bucida buceras*<br>Black Olive, Oxhorn Bucida, Gregorywood |
|---|---|---|---|---|
| Reg/Native | N 8b-9a Yes | N C S 8-10 Yes | N C 8-9a Yes | S 10b-11 No |
| G, H, S | 25-60⇧ 25-40⇨ | Fast 35-80⇧ 25-35⇨ | 40-50⇧ 25-35⇨ | Fast 45-60⇧ 35-50⇨ |
| Soil pH, Txt | ●○○○ Any | ●●○○ Any | ○●●○ Any | ○○●● Any |
| Soil Mst, Drgt | High | Medium | Low | High |
| Light/Best Salt | L-N | L-N | L-N | H |
| Wildlife | | | | |
| | also known as *Acer saccharum* ssp. floridanum; green, spring flowers; susceptible to aphids and cottony maple scale | red, winter through spring flowers; red fall foliage; susceptible to aphids, cottony maple scale, and gall mites; shallow-rooted; does best in rich, organic soils; good for wet sites; medium to low wind resistance | needs soil space for root expansion; grows best with high soil moisture; chlorosis develops in alkaline soil; tolerates periodic flooding but not long periods of drought; medium to high wind resistance | white, spring flowers; messy fruit and leaves; medium-low wind resistance; susceptible to pests; caution - may be invasive in South Florida |

| Scientific / Common | *Carya* spp.<br>Hickories, Pecan | *Chorisia speciosa*<br>Floss-silk Tree | *Conocarpus erectus*<br>Buttonwood,<br>Silver Buttonwood | *Ficus aurea*<br>Strangler Fig |
|---|---|---|---|---|
| Reg/Native | N C 8b-9a Yes | C S 9b-11 No | S 10b-11 Yes | S 10b-11 Yes |
| G, H, S | 50-100⇧ 25-70⇨ | Fast 35-50⇧ 40-55⇨ | 5-50⇧ 15-20⇨ | Fast 40-60⇧ 30-50⇨ |
| Soil pH, Txt | ●●○○ Any | ●●●● Any | ○●●● Any | ●●●● Any |
| Soil Mst, Drgt | High | High | High | High |
| Light/Best Salt | L-N | L-N | H | M |
| Wildlife | | | | |
| | edible fruit (C. illinoinensis); white/yellow, spring flowers; high wind resistance for *C. floridana*, medium to high for *C. glabra* and *C. tomentosa*, low for *C. illinoinensis*; susceptible to pests | rapid grower first few years; deciduous, pink/white, five-petaled fall through winter flowers; large roots form at base just beneath soil | white/cream, spring flowers; susceptible to pests; high wind resistance; provides cover and nesting for wildlife | not for small areas; spreading canopy shades parks, large yards; may start as epiphyte, killing host tree (often encircling cabbage palm); fallen fruits may be messy; medium-low wind resistance, can be difficult to distinguish from invasive species; susceptible to pests |



*Fraxinus americana*
White Ash

| | | |
|---|---|---|
| N | 8 | Yes |
| | 50-80⇧ | 50-80⇨ |
| ●●○○ | | Any |
| | | Medium |
| | | L-N |

tolerates occasionally wet soil; does not tolerate compacted soil; susceptible to ash borer, cankers, and leaf spots; medium-high wind resistance



*Fraxinus caroliniana*
Pop Ash, Carolina Ash, Water Ash

| | | |
|---|---|---|
| N C | 8-9 | Yes |
| | 30-50⇧ | 20-35⇨ |
| ●●○○ | | Any |
| | | Medium |
| | | L-N |

good plant for retention ponds, swales and canal banks; does best in rich, organic soils



*Fraxinus pennsylvanica*
Green Ash

| | | |
|---|---|---|
| N C | 8-9 | Yes |
| | 50-100⇧ | 30-70⇨ |
| ●●○○ | | Any |
| | | Medium |
| | | L-N |

good for shaded areas; medium to low wind resistance; susceptible to pests; does best in rich, organic soils



*Gordonia lasianthus*
Loblolly Bay

| | | |
|---|---|---|
| N C | 8-9 | Yes |
| Slow | 30-60⇧ | 20-30⇨ |
| ●●○○ | | C/L |
| | | Low |
| | | L-N |

white, spring through summer flowers; good for retention pond edges; can tolerate full sun only with sufficient moisture; does best in rich, organic soils; susceptible to nematodes



*Halesia carolina*
Carolina Silverbell

| | | |
|---|---|---|
| N | 8 | Yes |
| | 20-40⇧ | 15-30⇨ |
| ●●●○ | | Any |
| | | Medium |
| | | L-N |

showy, white, spring flowers; yellow fall foliage with attractive yellow fruit; understory tree that does best in rich, organic soil; water during drought and avoid compacted soils



*Juniperus virginiana*
Red Cedar

| | | |
|---|---|---|
| N C | 8-9 | Yes |
| Fast | 40-50⇧ | 10-25⇨ |
| ●●●○ | | Any |
| | | High |
| | | H |

very similar to *Juniperus silicicola* but branches straighter; provides food for wildlife



*Liquidambar styraciflua*
Sweetgum

| | | |
|---|---|---|
| N C | 8-9 | Yes |
| | 40-100⇧ | 40-60⇨ |
| ●●●● | | Any |
| | | Medium |
| | | M |

many cultivars; provides food for wildlife; medium to high wind resistance

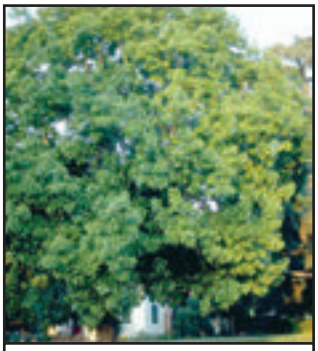


*Liriodendron tulipifera*
Tulip Poplar, Tulip Tree, Yellow Poplar

| | | |
|---|---|---|
| N | 8-9a | Yes |
| | 80-100⇧ | 40-80⇨ |
| ●●●○ | | Any |
| | | Medium |
| | | L-N |

yellow/orange, spring through summer flowers; susceptible pests and diseases; newly transplanted trees susceptible to leaf yellowing and drop w/o enough moisture; low wind resistance

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Litchi chinensis*<br>Lychee | *Lysiloma latisiliquum*<br>Wild Tamarind,<br>Bahama Lysiloma | *Magnolia grandiflora* and cvs.<br>Southern Magnolia | *Magnolia virginiana* and cvs.<br>Sweet Bay Magnolia |
| **Reg/Native** | S 10a-11 / No | S 10b-11 / Yes | N C 8-9 / Yes | N C 8-9 / Yes |
| **G, H, S** | Fast / 20-30⇧ 20-30⇨ | Fast / 40-60⇧ 30-45⇨ | 40-80⇧ 15-40⇨ | 40-60⇧ 20-50⇨ |
| **Soil pH, Txt** | ●●●○ / Any | ○●●● / Any | ●●●○ / Any | ●●○○ / Any |
| **Soil Mst, Drgt** | Medium | High | Medium | None |
| **Light/Best Salt** | L-N | H | H | L-N |
| **Wildlife** | | | | |
| | small, yellow, early spring flowers; edible fruit in June and July; susceptible to scales | small, white/pink, spring through summer flowers; medium to high wind resistance | white/cream, fragrant, summer flowers; attractive red seeds provide food for wildlife; tolerates occasionally wet soil; high wind resistance; leaves and fruit require frequent cleanup; attractive pyramidal growth habit; susceptible to scale | white, spring flowers; small red seeds provide food for wildlife; medium-high wind resistance |

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Nyssa sylvatica*<br>Tupelo, Black Gum | *Persea americana*<br>Avocado | *Pinus clausa*<br>Sand Pine | *Pinus elliottii* var. *densa*<br>Southern Slash Pine |
| **Reg/Native** | N 8b-9a / Yes | C S 9b-11 / No | N C S 8-10b / Yes | C S 9-11 / Yes |
| **G, H, S** | Slow / 65-75⇧ 25-35⇨ | Fast / 35-40⇧ 25-35⇨ | Slow / 25-40⇧ 15-25⇨ | Fast / 75-100⇧ 35-50⇨ |
| **Soil pH, Txt** | ●●○○ / Any | ●●●○ / Any | ●●●○ / Any | ●●○○ / Any |
| **Soil Mst, Drgt** | High | Medium | High | High |
| **Light/Best Salt** | M | L-N | H | H |
| **Wildlife** | | | | |
| | showy fall color; white, inconspicuous spring flowers; medium to high wind resistance | many cultivars for edible fruit; low wind resistance; susceptible to pests | flammable - in wildfire prone areas, plant minimum 30' from buildings; trunk is rarely straight; makes a nice accent in a large scale landscape; seeds provide food for wildlife | flammable - in wildfire prone areas, plant minimum 30' from buildings; medium to low wind resistance; seeds provide food for wildlife; tolerates occasionally wet soil; declines if roots and surrounding areas are compacted or disturbed; susceptible to pests |



*Pinus elliottii* var. *elliottii*
Northern Slash Pine

| | | | |
|---|---|---|---|
| N | C | 8-9 | Yes |
| Fast | 75-100⇧ | 35-50⇨ | |
| ●●○○ | | | Any |
| | | | High |
| | | | H |

flammable – in wildfire prone areas, plant minimum 30' from buildings; medium to low wind resistance; seeds provide food for wildlife; tolerates occasionally wet soil; declines if roots and surrounding areas are compacted or disturbed; susceptible to pests



*Pinus glabra*
Spruce Pine

| | | | |
|---|---|---|---|
| N | | 8-9a | Yes |
| Slow | 30-60⇧ | 25-40⇨ | |
| ●●○○ | | | Any |
| | | | Medium |
| | | | L-N |

flammable - in wildfire prone areas, plant minimum 30' from buildings; low wind resistance; declines if roots and surrounding areas are compacted or disturbed



*Pinus palustris*
Longleaf Pine

| | | | |
|---|---|---|---|
| N | C | 8-9 | Yes |
| | 60-80⇧ | 30-40⇨ | |
| ●●●○ | | | Any |
| | | | High |
| | | | L-N |

flammable - in wildfire prone areas, plant minimum 30' from buildings; medium to low wind resistance; susceptible to pests; resistant to fusiform rust; tolerates occasionally wet soil



*Pinus taeda*
Loblolly Pine

| | | | |
|---|---|---|---|
| N | C | 8-9b | Yes |
| Fast | 50-80⇧ | 30-35⇨ | |
| ●●○○ | | | Any |
| | | | Medium |
| | | | M |

flammable - in wildfire prone areas, plant minimum 30' from buildings; fast growing; 3-6" cones; susceptible to pests and diseases



*Piscidia piscipula*
Jamaican Dogwood,
Fish Poison Tree

| | | | |
|---|---|---|---|
| | S | 11 | Yes |
| Fast | 30-50⇧ | 30-50⇨ | |
| ●●●● | | | Any |
| | | | High |
| | | | H |

deciduous; lavender/white flowers; all parts are poisonous; provides food for wildlife



*Platanus occidentalis*
Sycamore,
American Planetree

| | | | |
|---|---|---|---|
| N | C | 8b-9a | Yes |
| Fast | 75-90⇧ | 50-70⇨ | |
| ●●○○ | | | Any |
| | | | Medium |
| | | | M |

needs space; sheds continually; leaves scorch if insufficient water; susceptible to mites, lace bugs, and anthracnose; good for erosion control on stream banks; medium to low wind resistance



*Quercus acutissima*
Sawtooth Oak

| | | | |
|---|---|---|---|
| N | | 8-9a | No |
| | 40-50⇧ | 50-70⇨ | |
| ●●○○ | | | Any |
| | | | High |
| | | | M |

provides food for wildlife; tolerates occasionally wet soil



*Quercus alba*
White Oak

| | | | |
|---|---|---|---|
| N | C | 8-9 | Yes |
| Slow | 60-100⇧ | 60-80⇨ | |
| ●●○○ | | | Any |
| | | | Medium |
| | | | H |

provides food for wildlife; not adapted to dry areas; does best in rich, organic soil; medium to high wind resistance

| Scientific / Common | *Quercus austrina*<br>Bluff Oak | *Quercus falcata*<br>Southern Red Oak,<br>Spanish Oak, Turkey Oak | *Quercus michauxii*<br>Swamp Chestnut Oak | *Quercus nuttallii*<br>Nuttall Oak |
|---|---|---|---|---|
| Reg/Native | N C 8-9 No | N C 8-9a Yes | N C 8-9 Yes | N 8 No |
| G, H, S | 40-60⇧ 35-50⇨ | 60-80⇧ 60-70⇨ | 50-60⇧ 40-60⇨ | 60-80⇧ 35-50⇨ |
| Soil pH, Txt | ●●●○ Any | ●●●○ Any | ●●○○ C/L | ●●○○ Any |
| Soil Mst, Drgt | High | High | Low | Medium |
| Light/Best Salt | L-N | M | L-N | L-N |
| Wildlife | | | | |
| | provides food for wildlife; underused tree that is well adapted to Florida | low wind resistance; provides food for wildlife | provides food for wildlife; tolerates occasionally wet soils; in wet soils rot may be a problem; best in full sun but tolerates shade when young; tolerant of urban conditions; medium to high wind resistance; may slow growth of understory plants | provides food for wildlife; tolerates occasionally wet soil |

| Scientific / Common | *Quercus shumardii*<br>Shumard Oak | *Quercus virginiana*<br>Live Oak | *Simarouba glauca*<br>Paradise Tree | *Swietenia mahagoni*<br>West Indian Mahogany |
|---|---|---|---|---|
| Reg/Native | N 8-9a Yes | N C S 8b-10b Yes | S 10b-11 Yes | S 10b-11 Yes |
| G, H, S | 55-80⇧ 40-50⇨ | 40-80⇧ 60-120⇨ | 30-50⇧ 25-30⇨ | Fast 40-75⇧ 40-60⇨ |
| Soil pH, Txt | ●●●○ Any | ●●●○ Any | ●●●● Any | ●●●● Any |
| Soil Mst, Drgt | High | High | Medium | High |
| Light/Best Salt | M | H | H | H |
| Wildlife | | | | |
| | provides food for wildlife; tolerates occasionally wet soil; medium to high wind resistance | provides food for wildlife; not for small lots; susceptible to caterpillars, root rot and insect galls; tolerates occasionally wet soil; high wind resistance | yellow, summer flowers; medium to high wind resistance; don't plant near sidewalks and driveways (surface roots) | medium to high wind resistance; tolerates occasionally wet soil; susceptible to webworms |



*Taxodium* spp.
Pond Cypress,
Bald Cypress

| | | |
|---|---|---|
| N C S | 8-10 | Yes |
| | 50-80⇧ | 10-35⇨ |
| ●●●● | | Any |
| 💧💧💧 | | High |
| ☀ ⛅ | | M |
| | 🐦 | |

flammable plant - in wildfire prone areas, plant minimum 30' from buildings; wetland plant & adapts to dry sites; deciduous; yellow-brown fall color; small seeds provide food for wildlife; high wind resistance



*Ulmus alata*
Winged Elm

| | | |
|---|---|---|
| N C | 8-9 | Yes |
| Fast | 45-70⇧ | 30-40⇨ |
| ●●●● | | Any |
| 💧💧💧 | | High |
| ☀ ⛅ | | M |
| 🦋 | 🐦 | |

susceptible to Dutch elm disease; medium to high wind resistance



*Ulmus americana*
American Elm

| | | |
|---|---|---|
| N C | 8-9 | Yes |
| Fast | 70-90⇧ | 50-70⇨ |
| ●●●● | | Any |
| 💧💧💧 | | High |
| ☀ ⛅ | | M |
| 🦋 | | |

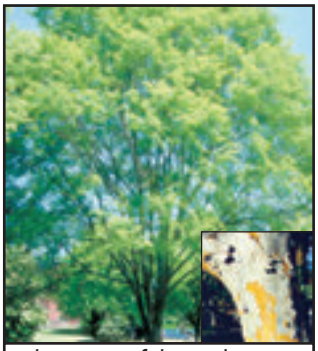
long-lived; susceptible to Dutch elm disease; medium to low wind resistance



*Ulmus crassifolia*
Cedar Elm

| | | |
|---|---|---|
| N C | 8-9 | Yes |
| | 50-70⇧ | 40-60⇨ |
| ●●●● | | Any |
| 💧💧💧 | | High |
| ☀ ⛅ | | M |
| | | |

susceptible to Dutch elm disease and powdery mildew



*Ulmus parvifolia* and cvs.
Chinese Elm,
Lacebark Elm

| | | |
|---|---|---|
| N C | 8-9 | No |
| | 40-50⇧ | 35-50⇨ |
| ●●●● | | Any |
| 💧💧 | | High |
| ☀ ⛅ | | M |
| | | |

low wind resistance; susceptible to pests and freeze damage in North Florida; tolerates occasionally wet soil; form varies with cultivar

| Scientific / Common | Reg/Native | G, H, S | Soil pH, Txt | Soil Mst, Drgt | Light/Best Salt | Wildlife | |
|---|---|---|---|---|---|---|---|
| *Avicennia germinans*<br>Black Mangrove | C S 9a-11 | Yes | 20-30⇧ 10-20⇨ | S | None | H | white, year-round flowers attract bees; very good for salty shorelines with full sun; produces pneumatophores (breathing roots) that protrude around base of tree |
| *Bursera simaruba*<br>Gumbo Limbo | S 10b-11 | Yes | 20-50⇧ 25-40⇨ | Any | High | M | susceptible to pests if stressed; high wind resistance |
| *Caesalpinia* spp. and cvs.<br>Poinciana | C S 9-11 | No | 8-35⇧ 10-35⇨ | S/L | Medium | M | choose species adapted to region; do not confuse with *Delonix regia*; flowers vary |
| *Carpentaria acuminata*<br>Carpentaria Palm | S 10b-11 | No | Fast 35-40⇧ 8-10⇨ | Any | Medium | L-N | white/cream, spring through fall flowers; tolerates occasionally wet soil; can cause skin irritation |
| *Carpinus caroliniana*<br>American Hornbeam, Musclewood, Ironwood | N C 8-9a | Yes | 20-30⇧ 20-30⇨ | Any | Medium | L-N | orange/yellow, spring flowers; small enough to plant under powerlines; seeds and catkins provide food for wildlife; excellent understory tree; medium to high wind resistance |
| *Cassia fistula*<br>Golden Shower | S 10b-11 | No | Fast 30-40⇧ 25-40⇨ | Any | Medium | L-N | yellow, summer flowers; showy blooms; low wind resistance |
| *Cercis canadensis*<br>Eastern Redbud | N C 8b-9a | Yes | 20-30⇧ 15-35⇨ | Any | High | L-N | cultivars provide variety of foliage and flower color; spring flowers; susceptible to pests; beans provide food for wildlife; medium to high wind resistance |
| *Chrysophyllum oliviforme*<br>Satinleaf | S 10b-11 | Yes | Slow 30-45⇧ 18-25⇨ | Any | High | H | fragrant flowers; provides food for wildlife; edible fruit; medium to high wind resistance |



*Coccoloba diversifolia*
Pigeonplum

| | | |
|---|---|---|
| S | 10a-11 | Yes |
| Fast | 30-40⇧ | 10-20⇨ |
| ●●●○ | | S |
| | | High |
| | | H |

white, summer flowers; edible fruit; susceptible to weevils; provides food for wildlife; compact crown makes it good for small areas; medium to high wind resistance; bark peels and becomes showy with age



*Cordia sebestena*
Geiger Tree

| | | |
|---|---|---|
| S | 10b-11 | No |
| Slow | 25-30⇧ | 20-25⇨ |
| ○●●● | | Any |
| | | High |
| | | H |

tolerant of salt or brackish water; orange, year-round flowers; foliage may be damaged by geiger beetles; damaged by severe freezes; high wind resistance



*Crataegus* spp.
Hawthorn

| | | |
|---|---|---|
| N C | 8-9 | Var. |
| | 20-35⇧ | 15-40⇨ |
| ●●●● | | Any |
| | | High |
| | | L-N |

provides food and cover for wildlife; flowers vary; best for North Florida; many species and cultivars



*Cupressus arizonica var. arizonica*
Arizona Cypress

| | | |
|---|---|---|
| N C | 8-9 | Yes |
| | 30-40⇧ | 15-25⇨ |
| ●●●● | | S/L |
| | | High |
| | | U |

evergreen; green foliage with silver/gray shimmer; good as specimen or windbreak



*Delonix regia*
Royal poinciana

| | | |
|---|---|---|
| S | 10b-11 | No |
| Fast | 35-40⇧ | 40-60⇨ |
| ●●●● | | Any |
| | | High |
| | | M |

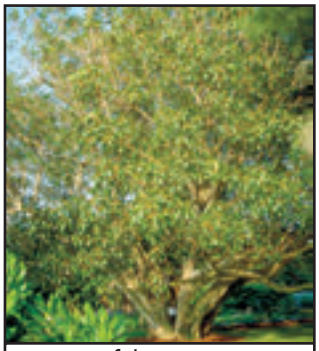
orange/red, summer flowers; medium to low wind resistance; needs large area; caution - may be invasive in South Florida



*Elaeocarpus decipiens*
Japanese Blueberry

| | | |
|---|---|---|
| N C S | 8b-10b | No |
| | 30-40⇧ | 30-40⇨ |
| ○●●○ | | Any |
| | | High |
| | | U |

evergreen; pink/white, spring through summer flowers; provides food for wildlife



*Ficus citrifolia*
Shortleaf Fig,
Wild Banyan Tree

| | | |
|---|---|---|
| S | 10b-11 | Yes |
| Fast | 25-50⇧ | 30-40⇨ |
| ●●●● | | Any |
| | | High |
| | | M |

edible fruit; lacks aerial roots, but still requires adequate room for root development; don't plant in drainfields due to aggressive roots; can be difficult to distinguish from invasive species



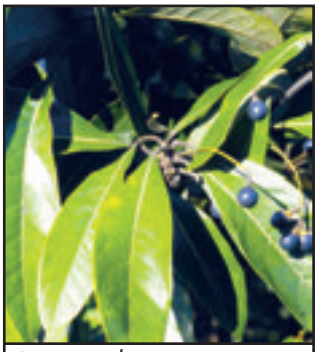
*Ilex Xattenuata* and cvs.
East Palatka Holly

| | | |
|---|---|---|
| N C S | 8-10 | Yes |
| | 30-45⇧ | 10-15⇨ |
| ●●●○ | | Any |
| | | Medium |
| | | M |

may have severe disease problems in central parts of the state; provides pollen for bees

| Scientific / Common | *Ilex cassine* and cvs.<br>Dahoon Holly | *Ilex opaca*<br>American Holly | *Ilex rotunda*<br>Round Holly, Roundleaf Holly, Rotund Holly | *Jacaranda mimosifolia*<br>Jacaranda |
|---|---|---|---|---|
| Reg/Native | N C S 8-10 Yes | N C 8-9b Yes | N C S 8-11 No | C S 9b-11 No |
| G, H, S | 20-30⇧ 15-20⇨ | 35-50⇧ 15-25⇨ | Slow 20-30⇧ 20-30⇨ | Fast 25-40⇧ 45-60⇨ |
| Soil pH, Txt | ●●○○ Any | ●●●○ Any | ●●○○ Any | ○●●○ Any |
| Soil Mst, Drgt | Medium | High | Medium | High |
| Light/Best Salt | M | M | L-N | L-N |
| Wildlife | | | | |
| | white, spring flowers; provides pollen for bees and berries for variety of wildlife; does best in rich, organic soils; high wind resistance | male and female flowers appear on separate trees, both sexes must be in same neighborhood for production of berries on female plants | white, spring flowers provide pollen for bees; provides food for wildlife | lavender/blue, spring through summer flowers; messy when leaves and flowers drop; soft wood, breaks easily; low wind resistance |

| Scientific / Common | *Juniperus silicicola*<br>Southern Red Cedar | *Lagerstroemia indica, Lagerstroemia indica Xfauriei, Lagerstroemia fauriei*<br>Crapemyrtle | *Ostrya virginiana*<br>American Hophornbeam, American Hornbeam | *Persea borbonia*<br>Red Bay, Bay Oak |
|---|---|---|---|---|
| Reg/Native | N C S 8a-10b Yes | N C S 8-10b No | N C 8-9a Yes | N C S 8b-11 Yes |
| G, H, S | Fast 30-45⇧ 20-30⇨ | Fast 10-30⇧ 15-30⇨ | Slow 30-40⇧ 25-30⇨ | 30-50⇧ 30-50⇨ |
| Soil pH, Txt | ●●●● Any | ●●●● Any | ●●●○ Any | ●●●○ Any |
| Soil Mst, Drgt | High | High | High | High |
| Light/Best Salt | H | L-N | L-N | H |
| Wildlife | | | | |
| | branches drooping; low wind resistance; provides food, cover, and nesting for birds; good for dunes; susceptible to pests such as juniper blight and mites | form, size, disease resistance, bloom season, flower and bark color vary with cultivar; plant for good air circulation; high wind resistance; susceptible to aphids and sooty mold; bark peels and becomes showy with age | fall color; nuts provide food for wildlife; medium to high wind resistance | larval food plant for swallowtail butterflies; insect galls can distort leaves; medium to low wind resistance |



*Persea palustris*
Swamp Bay

| | | | |
|---|---|---|---|
| N | C | S | 8-10 |
| Yes | | | |
| 20-30⇧ | 20-30⇨ | | |
| ●●○○ | Any | | |
| Medium | | | |
| L-N | | | |

purple fruit; good wetland plant



*Podocarpus gracilior*
Weeping Fern Pine,
Weeping Podocarpus

| | | | |
|---|---|---|---|
| C | S | 9b-11 | No |
| Slow | 30-50⇧ | 25-35⇨ | |
| ●●●○ | Any | | |
| Medium | | | |
| L-N | | | |

grows slower in full shade; high wind resistance



*Quercus lyrata*
Overcup Oak

| | | | |
|---|---|---|---|
| N | C | 8-9a | Yes |
| 30-40⇧ | 30-40⇨ | | |
| ●●●○ | Any | | |
| Medium | | | |
| L-N | | | |

tolerates occasionally wet soil; provides food for wildlife



*Rhizophora mangle*
Red Mangrove

| | | | |
|---|---|---|---|
| S | 10-11 | Yes | |
| 20-40⇧ | 30-40⇨ | | |
| ●●●● | Any | | |
| Medium | | | |
| H | | | |

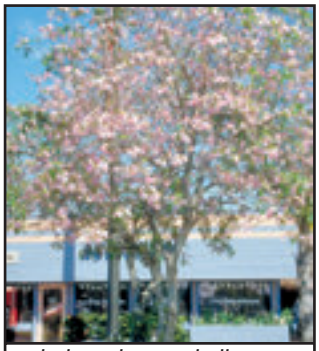
yellow, year-round flowers



*Tabebuia chrysotricha*
Yellow Trumpet Tree,
Golden Trumpet Tree

| | | | |
|---|---|---|---|
| C | S | 9B-11 | No |
| 25-35⇧ | 25-35⇨ | | |
| ●●●● | Any | | |
| Medium | | | |
| M | | | |

yellow, spring flowers; medium to low wind resistance



*Tabebuia heterophylla*
Pink Trumpet Tree

| | | | |
|---|---|---|---|
| C | S | 9B-11 | No |
| 20-30⇧ | 15-25⇨ | | |
| ●●●● | Any | | |
| High | | | |
| M-H | | | |

pink/white, spring through summer flowers; medium to low wind resistance; susceptible to holopothrips



*Tabebuia impetiginosa*
Purple Trumpet Tree

| | | | |
|---|---|---|---|
| C | S | 9b-11 | No |
| 12-18⇧ | 10-15⇨ | | |
| ●●●● | Any | | |
| High | | | |
| M | | | |

showy, pinkish-purple, spring flowers; medium to low wind resistance



*Zanthoxylum clava-herculis*
Hercules' Club

| | | | |
|---|---|---|---|
| N | C | 8-9b | Yes |
| 15-30⇧ | 10-20⇨ | | |
| ○●●○ | C/L | | |
| Low | | | |
| U | | | |

deciduous; spines; host plant for Giant Swallowtail butterfly; white, spring flowers

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Acacia farnesiana*<br>Sweet Acacia | *Aesculus pavia*<br>Red Buckeye,<br>Florida Buckeye | *Aralia spinosa*<br>Devil's Walkingstick | *Ardisia escallonioides*<br>Marlberry,<br>Marbleberry |
| **Reg/Native** | C S 9-11 Yes | N 8-9a Yes | N C 8-9a Yes | C S 9-11 Yes |
| **G, H, S** | Slow 10-25⇧ 15-25⇨ | 15-20⇧ 15-25⇨ | 10-25⇧ 6-10⇨ | 10-20⇧ 3-12⇨ |
| **Soil pH, Txt** | ○ ● ● ○ S/C | ○ ● ● ○ Any | ○ ● ● ○ Any | ○ ● ● ● S/L |
| **Soil Mst, Drgt** | High | Medium | Medium | High |
| **Light/Best Salt** | M | M | L-N | H |
| **Wildlife** | | | | |
| | also known as *Acacia smallii*; yellow, year-round flowers; thorny; tolerates occasionally wet soil; provides food and cover for birds and insects; don't plant next to sidewalk | attractive bark; red, spring flowers; tolerates occasionally wet soil; poisonous seeds | also known as *Angelica spinosa*; small, white, spring through summer flowers; purplish berries provide food for wildlife; sharp thorns; tolerates occasionally wet soil; can sucker to produce a thicket | fragrant, white, year-round flowers; attractive foliage; round purple fruit provide food for wildlife mostly in fall and winter; good for screens and hedges |

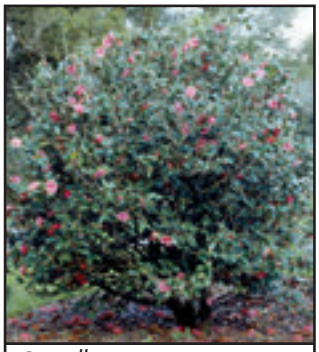
| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Arenga engleri*<br>Formosa Palm,<br>Dwarf Sugar Palm | *Baccharis halimifolia*<br>Groundsel Bush,<br>Sea Myrtle, Salt-bush | *Butia capitata*<br>Pindo Palm,<br>Jelly Palm | *Calliandra* spp. and cvs.<br>Powderpuff |
| **Reg/Native** | C S 9a-11 No | N C S 8-10 Yes | N C S 8b-11 No | C S 9b-11 No |
| **G, H, S** | Slow 6-10⇧ 10-16⇨ | 8-12⇧ 6-12⇨ | Slow 15-25⇧ 15-25⇨ | Fast 10-15⇧ 8-15⇨ |
| **Soil pH, Txt** | ○ ● ● ○ Any | ● ● ● ● Any | ○ ● ● ○ Any | ○ ● ● ○ Any |
| **Soil Mst, Drgt** | None | Medium | High | High |
| **Light/Best Salt** | L-N | M | M | L-N |
| **Wildlife** | | | | |
| | red/orange/green, spring flowers; grows in clusters | feathery, white, fall flowers; poisonous seeds; useful for wet sites such as retention ponds and ditches; can spread from seed | edible fruit used for jelly; provides food for wildlife; looks best in full sun; white flowers; susceptible to pests; high wind resistance | pink/white, fall through spring flowers; only *Calliandra haematocephala* assessed as not a problem |



*Callistemon* spp.
Bottlebrush

| | | | | |
|---|---|---|---|---|
| N | C | S | 8b-11 | No |
| | | | 6-30⇧ 6-15⇨ | |
| ○ ● ● ○ | | | | S/L |
| | | | | High |
| | | | | M |

red, spring through summer flowers; medium to low wind resistance; attracts beneficial insects; only *C. citrinus, C. rigidus, C. viminalis* assessed as not a problem



*Camellia japonica*
Camellia

| | | | | |
|---|---|---|---|---|
| N | C | | 8-9 | No |
| Slow | | | 10-20⇧ 10-20⇨ | |
| ● ● ○ ○ | | | | Any |
| | | | | Medium |
| | | | | L-N |

many cvs. with a variety of flower colors; up to 6 inches, in winter through spring; susceptible to scales, aphids, chewing insects and fungus; requires acid soil and has problems if pH is too high



*Camellia sasanqua*
Sasanqua,
Sasanqua Camellia

| | | | | |
|---|---|---|---|---|
| N | C | | 8-9 | No |
| Slow | | | 3-15⇧ 5-10⇨ | |
| ● ● ○ ○ | | | | Any |
| | | | | Medium |
| | | | | L-N |

some groundcover cvs. available; fall through winter flowers, colors vary; susceptible to scales, mites, aphids and chewing insects; requires acid soil and has problems if pH is too high



*Canella winterana*
Wild Cinnamon,
Cinnamon Bark

| | | | | |
|---|---|---|---|---|
| | | S | 10b-11 | Yes |
| Slow | | | 10-30⇧ 10-30⇨ | |
| ○ ● ● ● | | | | S/L |
| | | | | High |
| | | | | H |

purple, summer flowers



*Capparis cynophallophora*
Jamaica Caper Tree,
Mustard Tree

| | | | | |
|---|---|---|---|---|
| | | S | 10-11 | Yes |
| Slow | | | 6-20⇧ 6-15⇨ | |
| ○ ● ● ● | | | | Any |
| | | | | High |
| | | | | H |

purple/white, spring flowers



*Cephalanthus occidentalis*
Buttonbush

| | | | | |
|---|---|---|---|---|
| N | C | S | 8-11 | Yes |
| | | | 6-20⇧ 6-8 ⇨ | |
| ● ● ● ○ | | | | Any |
| | | | | None |
| | | | | L-N |

flammable plant - in wildfire prone areas, plant minimum 30' from buildings; attracts insects; white, spring flowers; good for retention ponds/swales/canal banks; well adapted to disturbed soils



*Cephalotaxus harringtonia*
Japanese Plum Yew,
Harrington Plum Yew

| | | | | |
|---|---|---|---|---|
| N | C | | 8-9 | No |
| Slow | | | 3-10⇧ 5-10⇨ | |
| ● ● ○ ○ | | | | S |
| | | | | Medium |
| | | | | L-N |

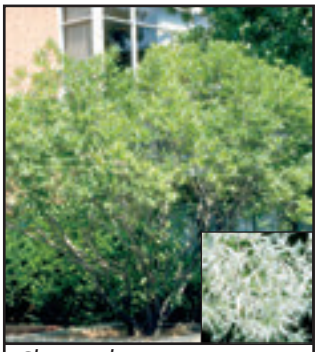
dark green foliage; suitable for use as a hedge or specimen plant

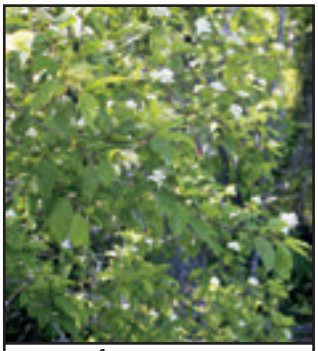
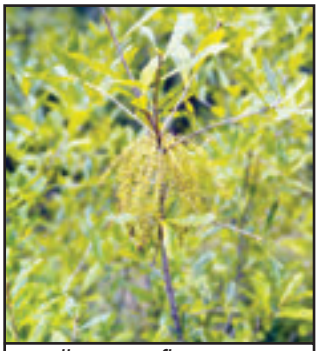


*Chamaerops humilis*
European Fan Palm

| | | | | |
|---|---|---|---|---|
| N | C | S | 8-11 | No |
| Fast | | | 5-15⇧ 6-15⇨ | |
| ○ ● ● ○ | | | | Any |
| | | | | High |
| | | | | M |

clumping palm; yellow, summer flowers; pest sensitive; very cold hardy; low maintenance compared to other palms; petioles with sharp teeth

| | | | | |
|---|---|---|---|---|
|  |  |  |  | |
| **Scientific**<br>**Common** | *Chionanthus retusus*<br>Chinese Fringetree | *Chionanthus virginicus*<br>Fringetree | *Citharexylum spinosum*<br>Fiddlewood | *Coccoloba uvifera*<br>Seagrape |
| **Reg/Native** | N 8 No | N C 8-9 Yes | S 10-11 Yes | C S 9-11 Yes |
| **G, H, S** | Slow 15-30⇧ 10-12⇨ | Slow 12-20⇧ 10-15⇨ | 15-25⇧ 8-15⇨ | 3-35⇧ 10-50⇨ |
| **Soil pH, Txt** | ●●○○ S | ●●●○ Any | ●●●○ Any | ●●●○ S |
| **Soil Mst, Drgt** | Medium | Medium | High | High |
| **Light/Best Salt** | L-N | L-N | H | H |
| **Wildlife** | | | | |
| | white, spring through summer flowers; grows very slowly, usually 4 to 10 inches per year, but can grow a foot per year if given rich, moist soil and appropriate fertilization | showy, white, spring flowers; flowers best in sun; pest sensitive; tolerates occasionally wet soil; medium to high wind resistance | also known as *Citharexylum fruticosum*; white, fragrant flowers all year; provides food for wildlife; useful as a tall hedge | deciduous with continual leaf drop; fragrant, white, spring flowers; provides food for large wildlife; susceptible to weevils; grows as shrub on coastal dunes and as tree inland; medium to high wind resistance |

| | | | | |
|---|---|---|---|---|
|  |  |  |  | |
| **Scientific**<br>**Common** | *Cordia boissieri*<br>White Geiger,<br>Texas Olive | *Cornus foemina*<br>Swamp Dogwood, Stiff Dogwood, Stiff Cornel | *Cornus florida*<br>Flowering Dogwood | *Cyrilla racemiflora*<br>Titi, Swamp Cyrilla, Leatherwood |
| **Reg/Native** | C S 9a-11 No | N C S 8-10 Yes | N 8-9a Yes | N C 8b-10a Yes |
| **G, H, S** | Slow 15-20⇧ 10-15⇨ | 10-16⇧ 10-16⇨ | 25-30⇧ 25-30⇨ | Fast 10-30⇧ 6-15 ⇨ |
| **Soil pH, Txt** | ○●●● Any | ○●●○ Any | ●●●○ Any | ●●○○ Any |
| **Soil Mst, Drgt** | High | Low | Medium | Medium |
| **Light/Best Salt** | M | L-N | L-N | L-N |
| **Wildlife** | | | | |
| | white, year-round flowers | white, spring flowers; blue berries provide food for wildlife; larval food plant for spring azure butterfly; susceptible to borers | prefers deep, rich, well–drained sandy or clay soils and has a moderately long life; roots rot in soils without adequate drainage; susceptible to pests and disease | white, spring through summer flowers; wetland plant; good for edges of retention ponds; attractive to bees |



*Dodonaea viscosa*
Hopbush,
Varnish Leaf

| | | | |
|---|---|---|---|
| C | S | 9-11 | Yes |
| | | 10-18⇧ | 6-15⇨ |
| ●●●● | | | S/L |
| | | | High |
| | | | H |

yellow, summer through fall flowers; showy, colorful fruit



*Eriobotrya japonica*
Loquat

| | | | |
|---|---|---|---|
| N | C | S | 8-11 | No |
| | | | 20-30⇧ | 30-35⇨ |
| ●●●● | | | | Any |
| | | | | Medium |
| | | | | M |

white, fall through winter flowers; medium to low wind resistance; susceptible to pests; caution - may be invasive in Central and South Florida



*Eugenia* spp. (natives only)
Stoppers

| | | | |
|---|---|---|---|
| C | S | 9-11 | Yes |
| | | 10-30⇧ | 5-20⇨ |
| ●●●● | | | Any |
| | | | High |
| | | | H |

flowers vary; needs little attention once established; natives are *E. axillaris, E. foetida, E. rhombea,* and *E. confusa; E. axiliaris, E. confusa, E. foetida* have high wind resistance



*Forestiera segregata*
Florida Privet

| | | | |
|---|---|---|---|
| N | C | S | 8b-11 | Yes |
| | | | 4-15⇧ | 3-12⇨ |
| ○●●● | | | | S/L |
| | | | | High |
| | | | | H |

semi-evergreen to evergreen; yellow, early spring flowers; great hedge plant; provides food for wildlife; flowers attract insects



*Ilex* X'Mary Nell'
Mary Nell Holly

| | | | |
|---|---|---|---|
| N | C | 8-9 | Yes |
| | | 10-20⇧ | 10-15⇨ |
| ●●●○ | | | S/C |
| | | | Medium |
| | | | M |

white; spring flowers; important source of pollen for bees



*Ilex* X'Nellie R. Stevens'
Nellie R. Stevens Holly

| | | | |
|---|---|---|---|
| N | C | 8-9 | Yes |
| | | 15-25⇧ | 10-12⇨ |
| ●●●○ | | | S/C |
| | | | Medium |
| | | | M |

white, spring flowers; important source of pollen for bees; provides food for wildlife



*Ilex cornuta* and cvs.
Chinese Holly,
Horned Holly

| | | | |
|---|---|---|---|
| N | C | 8-9 | No |
| | | 8-25⇧ | 8-25⇨ |
| ●●○○ | | | Any |
| | | | High |
| | | | M |

susceptible to tea scale, especially in cool, shady areas; provides food for wildlife; many cultivars available; important source of pollen for bees



*Ilex decidua*
Possumhaw

| | | | |
|---|---|---|---|
| N | | 8-9a | Yes |
| Slow | | 10-15⇧ | 10-15⇨ |
| ●●●● | | | Any |
| | | | High |
| | | | U |

small, white, spring flowers; small orange/red fruit provide food for wildlife; be sure to purchase female trees for fruit production

| Scientific / Common | *Ilex glabra* Gallberry | *Ilex vomitoria* and cvs. Yaupon Holly | *Illicium* spp. Star Anise | *Jatropha integerrima* Peregrina |
|---|---|---|---|---|
| |  |  |  |  |
| Reg/Native | N C S 8-10a Yes | N C S 8-10 Yes | N C 8-9 Var. | C S 9b-11 No |
| G, H, S | Slow 6-8⇧ 8-10⇨ | 15-30⇧ 6-20⇨ | 10-15⇧ 6-15⇨ | 8-15⇧ 5-10⇨ |
| Soil pH, Txt | ●●○○ Any | ●●●○ Any | ●●○○ Any | ●●●● Any |
| Soil Mst, Drgt | Medium | High | Medium | High |
| Light/Best Salt | M | H | L-N | L-N |
| Wildlife | | | | |
| | flammable plant - in wildfire prone areas, plant minimum 30' from buildings; white, spring flowers; black fruit provides food for wildlife in late fall and winter; good for wetland/pine areas; high wind | flammable, in wildfire prone areas, plant minimum 30' from buildings; white, spring through summer flowers; red fruit on female plants provides food for wildlife in late fall and winter; 'Pendula' - FNGLA Plant of the Year, 2005; high wind resistance; can sucker to produce a thicket | evergreen, yellowish–white or greenish–white flowers | scarlet, year-round flowers; poisonous; susceptible to pests and disease; sensitive to frost |

| Scientific / Common | *Ligustrum japonicum* and cvs. Ligustrum, Japanese Privet | *Magnolia Xsoulangiana* and cvs. Saucer Magnolia | *Magnolia figo* Banana Shrub | *Musa* spp. Banana |
|---|---|---|---|---|
| |  |  |  |  |
| Reg/Native | N C S 8-10b No | N C 8-9a No | N C 8-10 Yes | C S 9b-11 No |
| G, H, S | 8-12⇧ 15-25⇨ | 20-25⇧ 15-25⇨ | 10-20⇧ 6-15⇨ | Fast 7-30⇧ 10-15⇨ |
| Soil pH, Txt | ○●●○ Any | ●●○○ Any | ●●○○ Any | ●●●● Any |
| Soil Mst, Drgt | Medium | Low | Medium | Low |
| Light/Best Salt | H | L-N | U | L-N |
| Wildlife | | | | |
| | white, summer flowers; susceptible to pests and diseases; used as hedge; thins at bottom unless in full sun | many cultivars; pink/white/ lavender, fragrant, winter through spring flowers; susceptible to pests; medium to high wind resistance | also known as *Michelia figo*; light-yellow, spring through early summer flowers; fragrance similar to ripening cantaloupes or bananas; generally used as specimen plant; susceptible to scale and mushroom root rot | edible fruit; showy purple or orange flowers; needs regular watering; susceptible to disease, pests, and frost |



*Myrcianthes fragrans*
Simpson's Stopper,
Twinberry

| | | | |
|---|---|---|---|
| C | S | 9b-11 | Yes |
| | 6-30⇧ | 15-20⇨ | |
| ○ ● ● ○ | | | Any |
| | | | High |
| | | | H |

edible fruit; white, fragrant, year-round flowers; red berries provide food for wildlife; tolerates occasionally wet soil; needs little attention once established



*Myrciaria cauliflora*
Jaboticaba, Brazilian Grape
Tree, Brazilian Grape

| | | | |
|---|---|---|---|
| | S | 10b-11 | No |
| Slow | 15-40⇧ | 15-40⇨ | |
| ● ● ● ● | | | Any |
| | | | Medium |
| | | | L-N |

edible, black fruit; white flowers, time of flowering depends on cultivar



*Myrica cerifera* and cvs.
Wax Myrtle

| | | | |
|---|---|---|---|
| N | C | S | 8-10 | Yes |
| Fast | 10-40⇧ | 20-25⇨ | |
| ● ● ● ● | | | Any |
| | | | Medium |
| | | | H |

flammable, in wildfire prone areas, plant minimum 30' from buildings; silver berries found on female plants only; susceptible to disease; good hedge plant; provides food and cover for wildlife; medium to low wind resistance, can sucker to produce a thicket



*Olea europaea*
Olive

| | | | |
|---|---|---|---|
| N | C | S | 8-11 | No |
| Slow | 25-50⇧ | 35-50⇨ | |
| ● ● ● ● | | | S/L |
| | | | Medium |
| | | | M |

makes a great landscape plant; requires a pollinator to fruit



*Osmanthus americanus*
Wild Olive,
Devilwood

| | | | |
|---|---|---|---|
| N | C | | 8-9 | Yes |
| | 15-25⇧ | 10-15⇨ | |
| ○ ● ● ○ | | | Any |
| | | | Medium |
| | | | H |

white, fragrant, spring flowers; provides food for wildlife



*Plumeria rubra*
Frangipani,
Nosegay, Templetree

| | | | |
|---|---|---|---|
| | S | 10b-11 | No |
| Slow | 20-25⇧ | 20-25⇨ | |
| ● ● ● ● | | | Any |
| | | | High |
| | | | H |

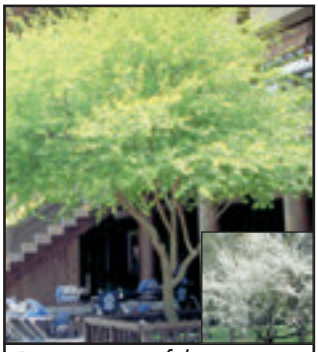
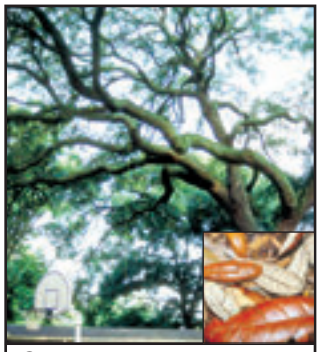
fragrant, showy, spring through fall flowers; susceptible to frangipani caterpillar; needs cold-protected spot if grown in central Florida



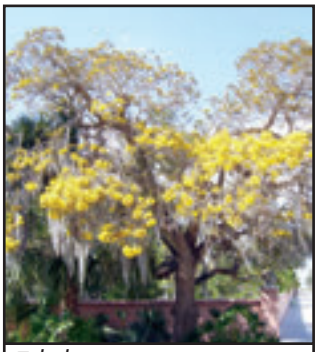
*Podocarpus macrophyllus* and cvs.
Podocarpus

| | | | |
|---|---|---|---|
| N | C | S | 8b-11 | No |
| Slow | 30-40⇧ | 20-25⇨ | |
| ● ● ● ○ | | | S/C |
| | | | High |
| | | | H |

dark green, evergreen leaves; small, purple, fruit on females provide food for wildlife; high wind resistance; mildly susceptible to pests and diseases; some magnesium deficiency on sandy soils

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Prunus angustifolia*<br>Chickasaw Plum | *Prunus campanulata*<br>Taiwan Cherry | *Prunus umbellata*<br>Flatwoods Plum | *Quercus geminata*<br>Sand Live Oak,<br>Small Sand Live Oak |
| **Reg/Native** | N C 8-9 Yes | N 8-9a No | N C 8-9 Yes | N C S 8-10a Yes |
| **G, H, S** | 12-20⇧ 15-20⇨ | 12-20⇧ 15-25⇨ | 12-20⇧ 12-20⇨ | 35-50⇧ 45-60⇨ |
| **Soil pH, Txt** | ●●●○ Any | ●●○○ Any | ●●●○ Any | ○●●○ S/L |
| **Soil Mst, Drgt** | High | Medium | Medium | High |
| **Light/Best Salt** | M | U | L-N | H |
| **Wildlife** | | | | |
| | white, winter flowers; reddish plums provide food for wildlife; medium to high wind resistance; can sucker to produce a thicket | small pink, late winter flowers; small fruit provides food for wildlife; susceptible to tent caterpillar | white, spring flowers; purple plums provide food for wildlife; edible fruits, ranging from very tart to sweet; susceptible to tent caterpillars; can sucker to produce a thicket | high wind resistance; good in dune areas; provides food for wildlife; FNGLA Plant of the Year 2008 |

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Raphiolepis* spp. and cvs.<br>Indian Hawthorn | *Senna polyphylla*<br>Desert Cassia | *Sideroxylon* spp. (natives only)<br>Buckthorn | *Sophora tomentosa*<br>Necklace Pod |
| **Reg/Native** | N C 8-9 No | S 10a-11 No | N C S 8-11 Yes | S 10-11 Yes |
| **G, H, S** | 2-10⇧ 2-6⇨ | Fast 6-10⇧ 6-8⇨ | 50-75⇧ 35-50⇨ | 6-10⇧ 8-12⇨ |
| **Soil pH, Txt** | ○●●○ Any | ○●●● S/L | ●●●● Any | ●●●● S/L |
| **Soil Mst, Drgt** | High | Medium | High | High |
| **Light/Best Salt** | M | H | H | H |
| **Wildlife** | | | | |
| | flowers vary; provides food for wildlife; use disease-resistant cvs., plant in full sun; susceptible to disease | yellow, summer flowers; should not be confused with *Senna pendula* | good coastal or dune plant; select species based on region, soil texture, and drainage; flowers vary | evergreen shrub; weeping shape; yellow, year-round flowers; seeds are poisonous; provides food for wildlife |



*Tabebuia aurea*
Silver Trumpet Tree,
Yellow Tab

| | | |
|---|---|---|
| | S 10-11 | No |
| | 15-25⇧ 10-15⇨ | |
| ●●●● | | Any |
| | | High |
| | | M |

yellow, winter through spring flowers; flowers emerge after leaves drop; not wind resistant



*Tecoma stans*
Yellow Elder,
Yellow Trumpetbush

| | | |
|---|---|---|
| C S | 9b-11 | No |
| Fast | 10-20⇧ 8-15⇨ | |
| ●●●● | | Any |
| | | Medium |
| | | L-N |

evergreen; bell-shaped, fragrant, yellow summer through winter flowers; produces non-edible brown fruit; FNGLA Plant of the Year, 2005



*Viburnum obovatum* and cvs.
Walter's Viburnum

| | | |
|---|---|---|
| N C S | 8-10 | Yes |
| | 8-25⇧ 6-10⇨ | |
| ●●●● | | Any |
| | | High |
| | | L-N |

white, winter through spring flowers; small black fruit provides food for wildlife; provides nesting cover for wildlife; can sucker to produce a thicket; dwarf cvs. are 2' to 4' tall



*Viburnum odoratissimum*
Sweet Viburnum

| | | |
|---|---|---|
| N C S | 8b-10a | No |
| Fast | 15-30⇧ 15-25⇨ | |
| ●●●● | | Any |
| | | Medium |
| | | L-N |

white, spring flowers; susceptible pests and disease; often grown as a hedge; thins in shaded sites



*Viburnum odoratissimum*
var. *awabuki*
Awabuki Viburnum

| | | |
|---|---|---|
| N C S | 8-10b | No |
| Slow | 15-20⇧ 15-20⇨ | |
| ●●●○ | | Any |
| | | Medium |
| | | L-N |

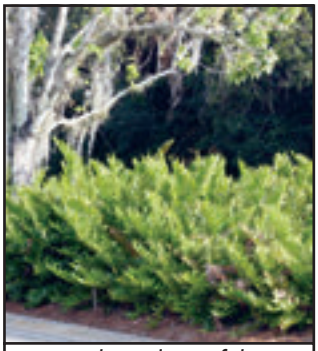
also known as *Viburnum awabuki*; fragrant, small white, spring flowers; red/black fruit provides food for wildlife; takes well to pruning; used for hedges; susceptible to pests and disease



*Viburnum rufidulum*
Rusty Blackhaw,
Southern Blackhaw

| | | |
|---|---|---|
| N | 8b-9a | Yes |
| Slow | 20-25⇧ 20-25⇨ | |
| ●●●● | | Any |
| | | High |
| | | H |

scarlet to purple fall foliage; clusters of small, white, spring flowers; small black fruit provides food for wildlife; tolerates occasionally wet soil; will not tolerate compacted soils

| Scientific / Common | Reg/Native | G, H, S | Soil pH, Txt | Soil Mst, Drgt | Light/Best Salt | Wildlife | |
|---|---|---|---|---|---|---|---|
|  *Abelia Xgrandiflora* Glossy Abelia | N C 8-9 | 6-10⇧ 6-10⇨ | ○ ● ● ○ S/C | Medium | L-N | | fine textured, semi-evergreen; red-tinged leaves; pink/white, spring through fall flowers; doesn't flower in the shade |
|  *Acacia farnesiana* Sweet Acacia | C S 9-11 | Slow 10-25⇧ 15-25⇨ | ○ ● ● ○ S/C | High | M | | also known as *Acacia smallii*; yellow, year-round flowers; thorny; tolerates occasionally wet soil; provides food and cover for birds and insects; don't plant next to sidewalk |
|  *Acalypha wilkesiana* Copper Leaf | S 10b-11 | Fast 8-12⇧ 6-8⇨ | ● ● ● ○ Any | Medium | U | | provides continuous color in the landscape; heart-shaped leaves in varying mottled combinations of colors; susceptible to pests |
|  *Acca sellowiana* Pineapple Guava, Feijoa | N C S 8-11 | 8-15⇧ 8-15⇨ | ○ ● ● ○ S/C | High | L-N | | also known as *Feijoa sellowiana*; red/white, spring flowers; often used as a hedge; provides food/cover/nesting for wildlife |
|  *Acrostichum danaeifolium* Leather Fern | C S 9-11 | 4-8⇧ 3-5 ⇨ | ● ● ● ○ Any | Low | M | | large fern; good for wet sites in shaded landscape; prolonged sunlight, especially in the summer, can burn foliage |
|  *Agarista populifolia* Pipestem, Fetterbush, Doghobble | N C 8-9 | 8-12⇧ 5-10⇨ | ● ● ○ ○ S/C | Medium | L-N | | evergreen, creamy white, fragrant spring flowers |
|  *Agave* spp. Century plant, Agave | N C S var. | Slow 3-6⇧ 3-10⇨ | ○ ● ● ○ S | High | H | | dramatic foliage and form; evergreen, silver/gray to blue-green foliage; showy, green-brown fruit; sharp spines; choose species adapted to climate |
|  *Allamanda neriifolia* Bush Allamanda, Bush Trumpet | C S 9-11 | Fast 5-15⇧ 4-10⇨ | ○ ● ● ○ Any | Medium | L-N | | bright yellow, trumpet-shaped, year-round flowers; bleeds white milky sap if stems are broken; makes an open hedge; attractive to birds and butterflies |



*Aloysia virgata*
Sweet Almond Bush

| | | |
|---|---|---|
| N C S | 8-11 | No |
| | 6-12⇧ 6-12⇨ | |
| ●●●● | | Any |
| | | High |
| | | U |

evergreen; white, fragrant, summer through fall flowers



*Aralia spinosa*
Devil's Walkingstick

| | | |
|---|---|---|
| N C | 8-9a | Yes |
| | 10-25⇧ 6-10⇨ | |
| ○●●○ | | Any |
| | | Medium |
| | | L-N |

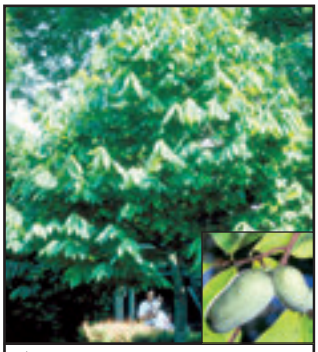
also known as *Angelica spinosa*; small white, spring through summer flowers; purplish berries provide food for wildlife; spiny stems; tolerates occasionally wet soil



*Ardisia escallonioides*
Marlberry,
Marbleberry

| | | |
|---|---|---|
| C S | 9-11 | Yes |
| | 10-20⇧ 3-12⇨ | |
| ○●●● | | S/L |
| | | High |
| | | H |

fragrant, white, year-round flowers; attractive foliage; round, purple fruits provide food for wildlife, mostly in fall and winter; good for screens and hedges



*Asimina* spp.
Pawpaw

| | | |
|---|---|---|
| N C S | 8-10 | Var. |
| | 15-20⇧ 15-20⇨ | |
| ○●○○ | | S |
| | | Medium |
| | | L-N |

deciduous; species needs vary, choose based on conditions; flowers vary; larval food plant for zebra swallowtail butterfly; does not transplant well



*Baccharis halimifolia*
Groundsel Bush,
Sea Myrtle, Salt-bush

| | | |
|---|---|---|
| N C S | 8-10 | Yes |
| | 8-12⇧ 6-12⇨ | |
| ●●●● | | Any |
| | | Medium |
| | | M |

feathery, white, fall flowers; poisonous seeds; useful for wet sites such as retention ponds and ditches; can spread by suckers from roots



*Bambusa* spp. (clumping types only)
Bamboo

| | | |
|---|---|---|
| N C S | 8-11 | No |
| | 3-100⇧ 2-20⇨ | |
| ○●●○ | | Any |
| | | Medium |
| | | M |

choose species adapted to conditions; bamboo grows aggressively; should not be planted near lakefronts or streams



*Barleria micans*
Yellow Shrimp Plant

| | | |
|---|---|---|
| S | 10-11 | No |
| Fast | 4-5⇧ 4-5⇨ | |
| ○●●○ | | Any |
| | | Medium |
| | | U |

evergreen shrub with upright growth that terminates in flattish spikes that produce lobed, bright, yellow flowers; provides food for wildlife



*Berberis julianae*
Wintergreen Barberry,
Julian's berberis

| | | |
|---|---|---|
| N | 8-9a | No |
| Slow | 4-6⇧ 2-5⇨ | |
| ○●●○ | | Any |
| | | Medium |
| | | M |

evergreen; yellow, winter through spring flowers; red fruit; adaptable to a wide range of soil conditions but does best in rich, organic soil; requires pruning to maintain best form; spiny; good hedge or barrier plant







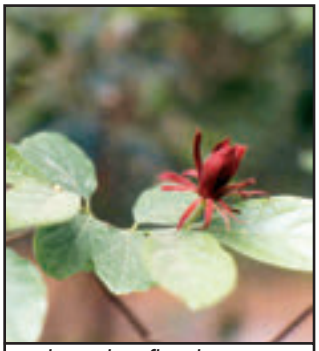



| Scientific / Common | *Berberis thunbergii* Japanese Barberry, Crimson Pygmy | *Brugmansia Xcandida* Angel's Trumpet | *Brunfelsia grandiflora* Yesterday-Today-and-Tomorrow | *Buddleja lindleyana* Butterfly Bush, Lindley's Butterfly Bush |
|---|---|---|---|---|
| Reg/Native | N 8-9a No | S 10b-11 No | N C S 8b-11 No | N C 8-9 No |
| G, H, S | 2-8⇧ 4-6⇨ | 8-14⇧ 10-15⇨ | 7-10⇧ 5-8⇨ | Fast 4-6⇧ 4-6⇨ |
| Soil pH, Txt | ○ ● ● ○ Any | ● ● ● ○ Any | ○ ● ● ○ Any | ○ ● ● ○ Any |
| Soil Mst, Drgt | Medium | Low | Medium | Medium |
| Light/Best Salt | L-N | L-N | L-N | M |
| Wildlife | | | | |
| | Now considered invasive and should not be used in a Florida-Friendly landscape. | flowers hang from stems and branches and drape the plant with color; good specimen tree; susceptible to pests and diseases | white/purple, spring through fall flowers | deciduous, non-fragrant, purple/violet flowers; excellent for butterflies; aggressive suckering and spreads through runners |









| Scientific / Common | *Calliandra haematocephala* Red Powderpuff | *Callicarpa americana* Beautyberry | *Callistemon* spp. Bottlebrush | *Calycanthus floridus* Carolina Allspice, Eastern Sweetshrub |
|---|---|---|---|---|
| Reg/Native | C S 9-11 No | N C S 8-10 Yes | N C S 8b-11 No | N C S 8-10a Yes |
| G, H, S | 6-8⇧ 8-12⇨ | 6-8⇧ 6-8⇨ | 6-30⇧ 6-15⇨ | Slow 6-9⇧ 6-12⇨ |
| Soil pH, Txt | ● ● ● ○ Any | ● ● ● ○ Any | ○ ● ● ○ S/L | ● ● ● ● Any |
| Soil Mst, Drgt | High | High | High | Medium |
| Light/Best Salt | L-N | L-N | M | L-N |
| Wildlife | | | | |
| | possible cold damage from freezing temperatures; large fragrant flower blooms during warm months; susceptible to pests | deciduous; purple/light purple spring through fall flowers; attracts wildlife; small purplish fruits provide food for wildlife in late winter; need to prune old wood since flowers and fruit are produced on new growth | red spring though summer flowers; medium to low wind resistance; attracts beneficial insects; check with your local Extension office before final species selection | good screen; red, spring through summer flowers with strawberry-like fragrance; does best in rich, organic soil |



*Camellia japonica*
Camellia

| | | |
|---|---|---|
| N C | 8-9 | No |
| Slow | 10-20⇧ 10-20⇨ | |
| ●●○○ | | Any |
| | | Medium |
| | | L-N |

many cultivars; flowers up to 6 inches, in winter through spring, color variable; susceptible to pests and diseases; requires acidic soil and has problems if pH is too high



*Camellia sasanqua*
Sasanqua,
Sasanqua Camellia

| | | |
|---|---|---|
| N C | 8-9 | No |
| Slow | 3-15⇧ 5-10⇨ | |
| ●●○○ | | Any |
| | | Medium |
| | | L-N |

some groundcover cultivars available; fall through winter flowers, color variable; susceptible to pests; requires acidic soil and has problems if pH is too high



*Capparis cynophallophora*
Jamaica Caper Tree,
Mustard Tree

| | | |
|---|---|---|
| S | 10-11 | Yes |
| Slow | 6-20⇧ 6-15⇨ | |
| ○●●● | | Any |
| | | High |
| | | H |

purple/white, spring flowers



*Carissa macrocarpa*
Natal Plum

| | | |
|---|---|---|
| C S | 9-11 | No |
| | 2-20⇧ 2-20⇨ | |
| ○●●● | | S |
| | | High |
| | | H |

also known as *Carissa grandiflora*; edible fruit; white, fragrant year-round flowers



*Cephalanthus occidentalis*
Buttonbush

| | | |
|---|---|---|
| N C | 8-9 | Yes |
| | 6-20⇧ 6-8 ⇨ | |
| ●●●○ | | Any |
| | | None |
| | | L-N |

flammable, in wildfire prone areas, plant minimum 30' from buildings; attracts insects; white, spring through summer flowers; grows well in wet areas such as detention ponds or drainage ditches; well adapted to disturbed soils



*Cephalotaxus harringtonia*
Japanese Plum Yew,
Harrington Plum Yew

| | | |
|---|---|---|
| N C | 8-9 | No |
| Slow | 3-10⇧ 5-10⇨ | |
| ●●○○ | | S |
| | | Medium |
| | | L-N |

dark green foliage; suitable for use as a hedge or specimen plant



*Cestrum aurantiacum*
Orange Jessamine

| | | |
|---|---|---|
| C S | 9-11 | No |
| Fast | 4-10⇧ 6-8⇨ | |
| ○●●○ | | Any |
| | | Medium |
| | | M |

yellow/orange, spring through summer flowers

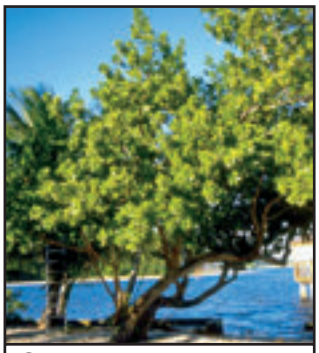


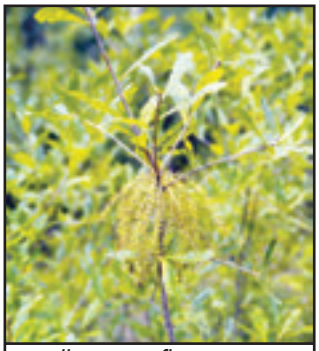
*Chrysobalanus icaco*
Cocoplum

| | | |
|---|---|---|
| S | 10-11 | Yes |
| | 3-30⇧ 10-20⇨ | |
| ○●●○ | | Any |
| | | Medium |
| | | H |

white, year-round flowers; edible fruit; good hedge or screen plant; purple "plums" provide food for wildlife; high wind resistance

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Citharexylum spinosum*<br>Fiddlewood | *Clethra alnifolia*<br>Sweet Pepperbush | *Coccoloba uvifera*<br>Seagrape | *Cocculus laurifolius*<br>Laurelleaf Snailseed, Carolina Coralbead, Cocculus |
| **Reg/Native** | S 10-11 Yes | N C 8-9 Yes | C S 9-11 Yes | C S 9a-11 No |
| **G, H, S** | 15-25⇧ 8-12⇨ | 4-8⇧ 4-8⇨ | 3-35⇧ 10-50⇨ | 12-18⇧ 18-20⇨ |
| **Soil pH, Txt** | ●●●○ Any | ●●○○ Any | ●●●○ S | ○●●○ Any |
| **Soil Mst, Drgt** | High | Medium | High | High |
| **Light/Best Salt** | M | M | H | M |
| **Wildlife** | | | | |
| | also known as Citharexylum fruticosum; white, fragrant, year-round flowers; provides food for wildlife; useful as a tall hedge | white, fragrant, summer flowers; attracts bees and other wildlife; grows well in wet areas | deciduous with continual leaf drop; fragrant, white, spring flowers; provides food for large wildlife; susceptible to weevils; grows as shrub on coastal dunes and as tree inland; medium to high wind resistance | spreading growth habit; yellow flowers |

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Codiaeum variegatum*<br>Croton | *Conocarpus erectus*<br>Buttonwood,<br>Silver Buttonwood | *Cordyline* spp. & cvs. except *Cordyline guineensis*<br>Ti plant | *Crataegus* spp.<br>Hawthorn |
| **Reg/Native** | S 10b-11 No | S 10b-11 Yes | S 10-11 No | N C 8-9 Var. |
| **G, H, S** | 3-8⇧ 3-6⇨ | 5-50⇧ 15-20⇨ | Fast 3-10⇧ 2-4⇨ | 20-35⇧ 15-40⇨ |
| **Soil pH, Txt** | ●●●● Any | ○●●● Any | ○●●○ Any | ●●●● Any |
| **Soil Mst, Drgt** | Low | High | Varies | High |
| **Light/Best Salt** | L-N | H | V | L-N |
| **Wildlife** | | | | |
| | wide variety of leaf color and shape; white/yellow, summer flowers; susceptible to pests | white/cream, spring flowers; silver leaved form more susceptible to sooty mold and insect problems; do not plant in marl soil; high wind resistance; provides cover for wildlife | growing conditions vary by species; flowers vary; cold sensitive; check with your local Extension office before final species selection | provides food and cover for wildlife; flowers vary; best for north Florida; many species and cultivars |



*Cyrilla racemiflora*
Titi, Swamp Cyrilla,
Leatherwood

| | | | |
|---|---|---|---|
| N | C | 8b-9 | Yes |
| Fast | | 10-30⇧ | 6-15⇨ |
| ●●○○ | | | Any |
| | | | Medium |
| | | | L-N |

white, late spring through summer flowers; wetland plant; good for edges of retention ponds; attractive to bees



*Duranta erecta*
Golden Dewdrop,
Pigeonberry; Skyflower

| | | | |
|---|---|---|---|
| C | S | 9b-11 | No |
| | | 4-18⇧ | 10-15⇨ |
| ○●●○ | | | Any |
| | | | High |
| | | | L-N |

also known as *Duranta repens*; showy, lavender/blue/white, summer through fall flowers; poisonous fruit; susceptible to pests; irritating sap; thorns; may spread aggressively



*Erythrina herbacea*
Coral Bean,
Cherokee Bean

| | | | |
|---|---|---|---|
| N | C | S | 8-11 | Yes |
| | | | 5-10⇧ | 8-12⇨ |
| ●●●○ | | | | S/L |
| | | | | High |
| | | | | M |

scarlet, tubular, spring flowers; flowers attractive to hummingbirds; showy, pod-shaped fruit



*Eugenia* spp. (natives only)
Stoppers

| | | | |
|---|---|---|---|
| C | S | 9-11 | Yes |
| | | 10-30⇧ | 5-20⇨ |
| ●●●● | | | Any |
| | | | High |
| | | | H |

flowers vary; needs little attention once established; natives are *E. axillaris, E. foetida, E. rhombea,* and *E. confusa; E. axiliaris, E. confusa, E. foetida* have high wind resistance



*Fatsia japonica*
Japanese Aralia,
Paperplant

| | | | |
|---|---|---|---|
| N | C | S | 8-11 | No |
| | | | 5-8⇧ | 3-10⇨ |
| ○●●○ | | | | Any |
| | | | | Medium |
| | | | | L-N |

creamy, white, winter flowers; too much sun eventually kills the plant



*Forestiera segregata*
Florida Privet

| | | | |
|---|---|---|---|
| N | C | S | 8b-11 | Yes |
| | | | 4-15⇧ | 3-12⇨ |
| ○●●● | | | | S/L |
| | | | | High |
| | | | | H |

yellow, early spring flowers attract insects; great hedge; fruit provides food for wildlife



*Galphimia glauca*
Thryallis,
Rain-of-Gold

| | | | |
|---|---|---|---|
| C | S | 9b-11 | No |
| | | 5-9⇧ | 4-6⇨ |
| ○●●○ | | | Any |
| | | | Medium |
| | | | L-N |

evergreen shrub; yellow, year-round flowers; susceptible to caterpillars and mites



*Gardenia jasminoides*
Gardenia,
Cape Jasmine

| | | | |
|---|---|---|---|
| N | C | S | 8-10 | No |
| | | | 4-8⇧ | 4-8⇨ |
| ●●○○ | | | | Any |
| | | | | Medium |
| | | | | L-N |

also known as *Gardenia augusta;* white, fragrant spring through summer flowers; use only grafted varieties due to nematode susceptibility; susceptible to scales; use iron fertilizer to keep green

| Scientific / Common | *Halesia diptera*<br>Two-wing Silverbell | *Hamamelis virginiana*<br>Common Witchhazel | *Hamelia patens*<br>Firebush,<br>Scarletbush | *Heptapleurum arboricola*<br>Dwarf Schefflera |
|---|---|---|---|---|
| Reg/Native | N 8 Yes | N 8 Yes | C S 9-11 Yes | C S 9-11 No |
| G, H, S | 20-30⇧ 20-30⇨ | 20-30⇧ 15-25⇨ | Fast 5-20⇧ 5-8⇨ | 10-15⇧ 6-15⇨ |
| Soil pH, Txt | ●●●○ S/L | ●●●● Any | ●●●● Any | ○●●○ S/L |
| Soil Mst, Drgt | Medium | Medium | Medium | High |
| Light/Best Salt | U | L-N | L-N | M |
| Wildlife | | | | |
| | deciduous tree; showy, bell-shaped, white, spring flowers | cream/yellow, fall flowers; galls form on leaves; plant suckers freely from the base | orange/red, year-round flowers; susceptible to pests; foliage usually more attractive in shade but flowers best in sun; tolerates occasionally wet soil; dies back in freezes but returns | evergreen; dark green foliage; orange/yellow winter fruit; susceptible to scale |

| Scientific / Common | *Hibiscus* spp.<br>Hibiscus,<br>Mallows | *Hydrangea arborescens*<br>Wild Hydrangea | *Hydrangea macrophylla*<br>Hydrangea, Bigleaf Hydrangea,<br>French Hydrangea | *Hydrangea quercifolia*<br>Oakleaf Hydrangea |
|---|---|---|---|---|
| Reg/Native | N C S 8-11 Yes | N C 8-9 Yes | N C 8-9a No | N C 8b-9 Yes |
| G, H, S | 4-12⇧ 3-10⇨ | 6-10⇧ 6-10⇨ | 6-10⇧ 6-10⇨ | 6-10⇧ 6-8⇨ |
| Soil pH, Txt | ●●○○ S/L | ○●●○ Any | ●●●● Any | ●●●○ Any |
| Soil Mst, Drgt | Medium | None | Medium | Medium |
| Light/Best Salt | V | U | L-N | L-N |
| Wildlife | | | | |
| | select species based on site conditions; spring through fall flowers, color varies; some hibiscus injured by freezes in North Florida; susceptible to pests | deciduous; white, summer flowers; oval, serrate, dark green leaves; blooms on new season's growth; susceptible to disease | white/pink/purple, spring through summer flowers; susceptible to pests; tolerates occasionally wet soil | pink, summer flowers; good flowering shrub for shade; tolerates occasionally wet soil |



*Ilex* X'Mary Nell'
Mary Nell Holly

| | | | |
|---|---|---|---|
| N C | 8-9 | Yes | |
| | 10-20⇧ | 10-15⇨ | |
| ●●●○ | | S/C | |
| | | Medium | |
| | | M | |

white, spring flowers; important source of pollen for bees



*Ilex cornuta* and cvs.
Chinese Holly,
Horned Holly

| | | | |
|---|---|---|---|
| N C | 8-9 | No | |
| | 15-25⇧ | 15-25⇨ | |
| ●●○○ | | Any | |
| | | High | |
| | | M | |

susceptible to tea scale, especially in cool, shady areas; fruit provides food for wildlife; important source of pollen for bees



*Ilex vomitoria* and cvs.
Yaupon Holly

| | | | |
|---|---|---|---|
| N C S | 8-10 | Yes | |
| | 15-30⇧ | 6-20⇨ | |
| ●●●○ | | Any | |
| | | High | |
| | | H | |

flammable, in wildfire prone areas, plant minimum 30' from buildings; white, spring through summer flowers; red fruit provides food for wildlife in late fall-winter; 'Pendula' was FNGLA Plant of the Year, 2005; high wind resistance; can sucker to produce a thicket



*Illicium* spp.
Star Anise

| | | | |
|---|---|---|---|
| N C | 8-9 | Var. | |
| | 10-15⇧ | 6-15⇨ | |
| ●●○○ | | Any | |
| | | Medium | |
| | | L-N | |

evergreen, yellowish–white or greenish–white flowers



*Itea virginica*
Virginia Willow,
Virginia Sweetspire

| | | | |
|---|---|---|---|
| N C | 8-9 | Yes | |
| Slow | 3-8⇧ | 2-4⇨ | |
| ●●●○ | | S/L | |
| | | Medium | |
| | | L-N | |

white, spring through summer flowers; grows well in wet areas such as detention ponds, swales and canals



*Jasminum mesnyi*
Primrose Jasmine,
Japanese Yellow Jasmine

| | | | |
|---|---|---|---|
| N C S | 8-10 | No | |
| Fast | 5-10⇧ | 2-5⇨ | |
| ●●●● | | Any | |
| | | Medium | |
| | | L-N | |

rambling, evergreen; will climb like vine if given support; fragrant, yellow flowers; dies back in freeze, may come back



*Jasminum multiflorum*
Downy Jasmine

| | | | |
|---|---|---|---|
| C S | 9b-11 | No | |
| Fast | 5-10⇧ | 5-10⇨ | |
| ●●●● | | Any | |
| | | Medium | |
| | | L-N | |

white, fragrant, year-round flowers; dies back in freeze, may come back; susceptible to pests; sprawling form



*Jasminum nitidum*
Star Jasmine,
Shining Jasmine

| | | | |
|---|---|---|---|
| C S | 9-11 | No | |
| Fast | 10-20⇧ | 5-10⇨ | |
| ●●●○ | | S/L | |
| | | Medium | |
| | | L-N | |

evergreen to semi-evergreen vine or shrub; white, fragrant, spring through summer flowers

| Scientific / Common | *Jatropha integerrima*<br>Peregrina | *Juniperus chinensis* and cvs.<br>Chinese Juniper,<br>Japanese Juniper | *Ligustrum japonicum* and cvs.<br>Ligustrum,<br>Japanese Privet | *Loropetalum chinense* and cvs<br>Loropetalum,<br>Chinese Fringe Bush |
|---|---|---|---|---|
| Reg/Native | C S 9b-11 No | N C 8-9 No | N C S 8-10b No | N C 8-9 No |
| G, H, S | 8-15⇧ 5-10⇨ | 2-60⇧ 2-25⇨ | 8-12⇧ 15-25⇨ | 6-15⇧ 8-10⇨ |
| Soil pH, Txt | ●●●● Any | ●●●● S | ○●●○ Any | ●●●○ Any |
| Soil Mst, Drgt | High | High | High | Medium |
| Light/Best Salt | L-N | M | H | L-N |
| Wildlife | | | | |
| | scarlet, year-round flowers; poisonous; susceptible to pests and disease; sensitive to frost | flammable, in wildfire prone area, plant minimum 30' from buildings; does not tolerate wet feet; good pollution tolerance; susceptible to pests and disease; size and form vary with cultivar | white, summer flowers; susceptible to pests and diseases; used as hedge; thins at bottom unless in full sun | white/pink, spring flowers; size varies; susceptible to pests and diseases; in high pH soils may have minor element deficiencies |

| Scientific / Common | *Lyonia ferruginea*<br>Rusty Lyonia | *Mahonia bealei*<br>Oregon Hollygrape | *Malvaviscus arboreus*<br>Turk's cap | *Murraya paniculata*<br>Orange Jessamine,<br>Orange Jasmine, Chalcas |
|---|---|---|---|---|
| Reg/Native | N C S 8-10 Yes | N 8-9a No | N C S 8b-11 No | C S 9b-11 No |
| G, H, S | Slow 10-20⇧ 4-10⇨ | Slow 5-10⇧ 3-4⇨ | Fast 6-12⇧ 3-5⇨ | Slow 8-12⇧ 8-15⇨ |
| Soil pH, Txt | ●●●○ S | ●●●○ Any | ●●●● Any | ●●●● Any |
| Soil Mst, Drgt | High | Medium | Medium | High |
| Light/Best Salt | L-N | M | L-N | L-N |
| Wildlife | | | | |
| | evergreen, white/pink, spring flowers; rusty pubescence present on all parts of the plant | also known as *Berberis bealei*; yellow, fragrant, winter through spring flowers; glossy grey/green leaves, holly-like appearance; purplish-blue berries provide food for wildlife | red/white, warm season flowers; possible cold damage in North Florida | white, fragrant, year-round flowers; good container plant; often used as a hedge; provides food for wildlife; susceptible to pests |



*Musa* spp.
Banana

| | | |
|---|---|---|
| C S | 9b-11 | No |
| Fast | 7-30⇧ 10-15⇨ | |
| ●●●● | | Any |
| 💧 | | Low |
| ☀ ⛅ | | L-N |

edible fruit; showy purple or orange flowers; needs regular watering; susceptible to disease, pests, and frost



*Myrcianthes fragrans*
Simpson's Stopper, Twinberry

| | | |
|---|---|---|
| C S | 9b-11 | Yes |
| | 6-30⇧ 15-20⇨ | |
| ○●●● | | Any |
| 💧💧💧 | | High |
| ☀ ⛅ ☁ | | H |
| 🦋 🐦 | | |

edible fruit; white, fragrant, year-round flowers; red berries provide food for wildlife; tolerates occasionally wet soil; needs little attention once established



*Myrica cerifera* and cvs.
Wax Myrtle

| | | |
|---|---|---|
| N C S | 8-10 | Yes |
| Fast | 10-40⇧ 20-25⇨ | |
| ●●●● | | Any |
| 💧💧💧 | | Medium |
| ☀ ⛅ | | H |
| 🦋 🐦 | | |

flammable, in wildfire prone areas, plant minimum 30' from buildings; susceptible to disease; good hedge plant; provides food and cover for wildlife; medium to low wind resistance, can sucker to produce a thicket



*Nerium oleander*
Oleander

| | | |
|---|---|---|
| N C S | 9-11 | No |
| Fast | 4-18⇧ 3-15⇨ | |
| ●●●○ | | Any |
| 💧 | | High |
| ☀ ⛅ | | M |

good, low maintenance plant for coastal areas; susceptible to oleander caterpillar; poisonous



*Osmanthus americanus*
Wild Olive, Devilwood

| | | |
|---|---|---|
| N C | 8b-9 | Yes |
| | 15-25⇧ 10-15⇨ | |
| ○●●○ | | Any |
| 💧💧💧 | | Medium |
| ☀ ⛅ | | H |
| 🐦 | | |

white, fragrant, spring flowers; provides food for wildlife



*Osmanthus fragrans*
Tea Olive, Fragrant Olive, Sweet Osmanthus

| | | |
|---|---|---|
| N C | 8b-9 | No |
| Slow | 15-30⇧ 15-20⇨ | |
| ○●●○ | | Any |
| 💧 | | Medium |
| ☀ ⛅ | | L-N |

white, fragrant, fall through spring flowers; susceptible to pests



*Philadelphus inodorus*
English Dogwood

| | | |
|---|---|---|
| N C | 8-9a | Yes |
| Fast | 10-12⇧ 6-10⇨ | |
| ○●●○ | | Any |
| 💧💧 | | High |
| ☀ ⛅ | | U |

deciduous; white, spring flowers



*Philodendron bipinnatifidum*
Selloum
Tree Philodendron

| | | |
|---|---|---|
| N C S | 8b-11 | No |
| Fast | 6-12⇧ 10-15⇨ | |
| ○●●○ | | Any |
| 💧💧 | | Medium |
| ⛅ ⛅ | | L-N |

large, deeply divided, drooping leaves; green, year-round flowers; susceptible to freeze damage; tolerates occasionally wet soil









| | | | | |
|---|---|---|---|---|
| ***Scientific*** **Common** | *Philodendron* cvs. Philodendron | *Pittosporum tobira* cvs. Pittosporum | *Podocarpus gracilior* Weeping Fern Pine, Weeping Podocarpus, Weeping Yew | *Podocarpus macrophyllus* and cvs. Podocarpus |
| **Reg/Native** | N C S 8b-11 No | N C S 8-11 No | C S 9b-11 No | N C S 8b-11 No |
| **G, H, S** | Fast 1-12⇧ 2-15⇨ | 8-12⇧ 12-18⇨ | 30-50⇧ 25-35⇨ | Slow 30-40⇧ 20-25⇨ |
| **Soil pH, Txt** | ○ ● ● ○ Any | ● ● ● ○ S/L | ● ● ● ○ Any | ● ● ● ○ S/C |
| **Soil Mst, Drgt** | Medium | High | Medium | High |
| **Light/Best Salt** | L-N | H | L-N | H |
| **Wildlife** | | | | |
| | select species based on site conditions; check with your local Extension office before final species selection | dark, glossy leaves; white, fragrant, spring flowers | grows slowly in full shade; high wind resistance | dark green, evergreen leaves; small, purple, fruit on females provide food for wildlife; high wind resistance; mildly susceptible to pests and diseases; some magnesium deficiency on sandy soils |









| | | | | |
|---|---|---|---|---|
| ***Scientific*** **Common** | *Psychotria nervosa* Wild Coffee | *Rhamnus caroliniana* Carolina Buckthorn | *Rhododendron austrinum* Florida Flame Azalea | *Rhododendron canescens* Pinxter Azalea |
| **Reg/Native** | S 10b-11 Yes | N C 8-9b Yes | N C 8-9 Yes | N C S 8-10a Yes |
| **G, H, S** | 4-10⇧ 4-10⇨ | 12-15⇧ 10-15⇨ | Slow 6-10⇧ 4-8⇨ | Slow 8-12⇧ 6-10⇨ |
| **Soil pH, Txt** | ○ ● ● ○ Any | ● ● ● ● Any | ● ● ○ ○ Any | ● ● ○ ○ Any |
| **Soil Mst, Drgt** | Medium | High | Medium | Medium |
| **Light/Best Salt** | M | U | L-N | L-N |
| **Wildlife** | | | | |
| | shiny, dark green foliage; white, spring through summer flowers; susceptible to pests; red fruit provides food for wildlife | bright green, deciduous leaves, turn orange/red before dropping; inconspicuous, green/white, summer flowers; black fruits provide food for wildlife | yellow/orange, clustered spring flowers | pink/white, spring flowers; prefers well drained soil that retains moisture |



*Rhododendron* cvs.
Azalea

| | | |
|---|---|---|
| N C | 8-10 | Var. |
| Slow | 3-12⇧ 3-10⇨ | |
| ●●○○ | | Any |
| | | Medium |
| | | L-N |

choose species based on site conditions; flowers vary



*Sabal minor*
Dwarf Palmetto,
Blue-stem Palmetto

| | | |
|---|---|---|
| N C S | 8-11 | Yes |
| Slow | 4-9⇧ 4-8⇨ | |
| ●●●● | | Any |
| | | High |
| | | M |

blueish green, fan shaped leaves; small, white flowers; black berries provide food for wildlife in fall; difficult to transplant; good understory plant; prefers moist soils but tolerates drier conditions after establishment



*Senna bicapsularis*
Christmas Senna,
Butterfly Bush

| | | |
|---|---|---|
| N C S | 8-11 | No |
| Fast | 6-12⇧ 6-12⇨ | |
| ●●●● | | Any |
| | | Medium |
| | | L-N |

susceptible to freeze damage and pests; susceptible to caterpillar damage; larval food plant for various sulphur butterflies; should not be confused with *Senna pendula*



*Senna polyphylla*
Desert Cassia

| | | |
|---|---|---|
| S | 10a-11 | No |
| | 6-10⇧ 6-8⇨ | |
| ○●●● | | S/L |
| | | Medium |
| | | H |

yellow, summer flowers; should not be confused with *Senna pendula*



*Severinia buxifolia*
Boxthorn

| | | |
|---|---|---|
| N C S | 8b-10 | Yes |
| Slow | 5-12⇧ 3-6⇨ | |
| ●●●○ | | Any |
| | | High |
| | | L-N |

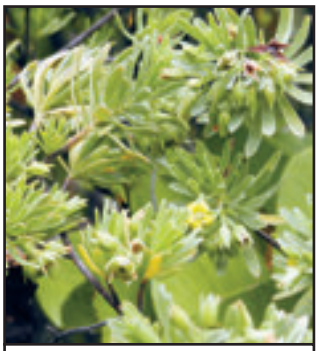
dense, low-branching, compact, evergreen; small, oval, glossy, dark green leaves; slender, thorny branches; small, fragrant, white, spring through summer flowers; susceptible to freeze damage



*Strelitzia nicolai*
Giant Bird of Paradise,
White Bird of Paradise

| | | |
|---|---|---|
| C S | 9-11 | No |
| Fast | 20-30⇧ 15-20⇨ | |
| ○●●○ | | Any |
| | | Low |
| | | L-N |

large, banana-like leaves, blue/white, year-round flowers; susceptible to scales when air circulation is inadequate; foliage may tear in the wind



*Suriana maritima*
Bay Cedar

| | | |
|---|---|---|
| S | 10b-11 | Yes |
| | 5-20⇧ 5-8⇨ | |
| ●●●● | | S/L |
| | | High |
| | | H |

evergreen, tiny, gray/green leaves; yellow, year-round flowers; commonly found growing in thickets, on sand dunes, and rocky shores



*Tabernaemontana divaricata*
Crape Jasmine,
Pinwheel Flower

| | | |
|---|---|---|
| C S | 9b-11 | No |
| Fast | 6-10⇧ 3-6⇨ | |
| ●●●● | | Any |
| | | Low |
| | | L-N |

evergreen, white, ruffle-edged, summer flowers that are fragrant at night; susceptible to pests and diseases

| Scientific / Common | Reg/Native | G, H, S | Soil pH, Txt | Soil Mst, Drgt | Light/Best Salt | Wildlife | |
|---|---|---|---|---|---|---|---|
| *Tecoma stans*<br>Yellow Elder,<br>Yellow Trumpetbush | C S 9b-11 | Fast 10-20⇧ 8-15⇨ | ●●●● | Any | Medium | L-N | yellow, summer through winter flowers; FNGLA Plant of the Year, 2005; susceptible to freeze damage |
| *Ternstroemia gymnanthera*<br>Cleyera,<br>Ternstroemia | N C 8-9 | 12-20⇧ 5-10⇨ | ○●●○ | Any | Medium | L-N | dense, unusually dark green foliage; yellow to dark red fruit; white, fragrant, spring flowers; good as a hedge |
| *Thunbergia erecta*<br>King's Mantle,<br>Bush Clock Vine | C S 9-11 | Fast 4-6⇧ 5-8⇨ | ●●●● | Any | Medium | L-N | purple, year-round flowers; good as a hedge |
| *Tibouchina urvilleana*<br>Princess Flower,<br>Glory Bush, Lasiandra | C S 9b-11 | Fast 10-15⇧ 10-15⇨ | ○●●○ | S/L | High | L-N | Now considered invasive and should not be used in a Florida-Friendly landscape. |
| *Tibouchina granulosa*<br>Purple Glory Tree | S 10b-11 | Fast 15-20⇧ 15-20⇨ | ●●○○ | S/L | Medium | U | evergreen; dark green, velvety leaves; purple, year-round flowers |
| *Vaccinium arboreum*<br>Sparkleberry | N C 8-10b | 12-18⇧ 10-15⇨ | ●●○○ | Any | Medium | L-N | deciduous; white, spring flowers; showy fall color; tolerates occasionally wet soil; provides food and cover for wildlife; attracts pollinating insects |
| *Viburnum obovatum* and cvs.<br>Walter's Viburnum | N C S 8-10 | 8-25⇧ 6-10⇨ | ●●●● | Any | High | L-N | white, winter through spring flowers; small black fruit provides food for wildlife; provides nesting cover for wildlife; can sucker to produce a thicket; dwarf cvs. are 2' to 4' tall |
| *Viburnum odoratissimum*<br>Sweet Viburnum | N C S 8b-10a | 15-30⇧ 15-25⇨ | ●●●● | Any | Medium | L-N | white, spring flowers; susceptible to pests and disease; often grown as a hedge; thins in shaded sites |



*Viburnum odoratissimum* var. *awabuki*
Awabuki Viburnum

| | | |
|---|---|---|
| N C S | 8-10b | No |
| Slow | 15-20⇧ 15-20⇨ | |
| ●●●○ | | Any |
| | | Medium |
| | | L-N |

also known as *Viburnum awabuki*; fragrant, small white, spring flowers; red/black fruit provides food for wildlife; takes well to pruning; used for hedges; susceptible to pests and disease



*Viburnum rufidulum*
Rusty Blackhaw,
Southern Blackhaw

| | | |
|---|---|---|
| N C | 8b-9 | Yes |
| Slow | 20-25⇧ 20-25⇨ | |
| ●●●● | | Any |
| | | High |
| | | H |

scarlet to purple fall foliage; clusters of small, white, spring flowers; small black fruit provides food for wildlife; tolerates occasionally wet soil; does not tolerate compacted soils



*Viburnum suspensum*
Sandankwa Viburnum

| | | |
|---|---|---|
| N C S | 8-10 | No |
| | 6-12⇧ 6-12⇨ | |
| ●●●● | | Any |
| | | Low |
| | | M |

pink/white, winter through spring flowers



*Vitex agnus-castus*
Chaste Tree

| | | |
|---|---|---|
| N C S | 8-11 | No |
| Fast | 10-20⇧ 15-20⇨ | |
| ○●●○ | | Any |
| | | High |
| | | M |

deciduous; multi-stemmed shrub; purple, summer flowers provides food for wildlife



*Yucca* spp.
Yucca

| | | |
|---|---|---|
| N C S | 8-11 | Var. |
| | 3-30⇧ 3-15⇨ | |
| ●●●○ | | Any |
| | | High |
| | | Var |

choose species based on site conditions; white, spring through summer flowers

| Scientific / Common | *Aloe* spp.<br>Aloe | *Acalypha hispida*<br>Chenille Plant,<br>Red-hot Cattail | *Breynia disticha*<br>Snowbush | *Brunfelsia americana*<br>Lady of the Night |
|---|---|---|---|---|
| Reg/Native | N C S 8-11 No | C S 10-11 No | C S 10-11 Yes | S 9b-11 No |
| G, H, S | 1-3⇧ 1-3⇨ | Fast 4-6⇧ 6-8⇨ | 5-8⇧ 4-7⇨ | 4-6⇧ 3-4⇨ |
| Soil pH, Txt | ○ ● ● ● Any | ● ● ● ○ Any | ● ● ● ○ S/L | ○ ● ● ○ Any |
| Soil Mst, Drgt | High | Medium | Medium | High |
| Light/Best Salt | H | L-N | L-N | L-N |
| Wildlife | | | | |
| | choose species based on site conditions; flowers vary; susceptible to freeze damage | upright, course-textured shrub; red, showy flowers during warm months droop in cattail-like, pendant clusters up to 18 inches in length; susceptible to pests especially in partial shade | slender, red branches with variegated foliage; good specimen or accent shrub; red berries; susceptible to pests | evergreen; fragrant, white flowers |

| Scientific / Common | *Caesalpinia* spp. and cvs.<br>Poinciana | *Calliandra emarginata*<br>Pink Powderpuff | *Carissa macrocarpa*<br>Natal Plum | *Gamolepis* spp.<br>Bush Daisy |
|---|---|---|---|---|
| Reg/Native | C S 9-11 No | C S 10-11 No | C S 9-11 No | N C S 8b-11 No |
| G, H, S | 8-35⇧ 10-35⇨ | 6-10⇧ 10-15⇨ | 2-20⇧ 2-20⇨ | 2-4⇧ 3-4⇨ |
| Soil pH, Txt | ○ ● ● ○ S/L | ○ ● ● ○ Any | ○ ● ● ● Any | ○ ● ● ○ Any |
| Soil Mst, Drgt | Medium | High | High | Medium |
| Light/Best Salt | M | L-N | H | L-N |
| Wildlife | | | | |
| | choose species adapted to region; do not confuse with *Delonix regia*; flowers vary | red/pink, spring through fall flowers | also known as *Carissa grandiflora*; edible fruit; white, fragrant year-round flowers | finely-divided leaves with fern-like appearance; yellow, year-round flowers |



*Ixora coccinea*
Ixora

| | | |
|---|---|---|
| C S | 9b-11 | No |
| | 10-15⇧ 4-10⇨ | |
| ● ○ ○ ○ | | Any |
| | | Medium |
| | | L-N |

dark green, glossy leaves; colorful year-round flowers



*Lantana depressa*
Weeping Lantana, Pineland Lantana

| | | |
|---|---|---|
| N C S | 8-11 | Yes |
| Fast | 3-6⇧ 3-6⇨ | |
| ○ ● ● ○ | | S/L |
| | | Medium |
| | | H |

small, yellow, year-round flowers; susceptible to pests; berries are poisonous



*Leucophyllum frutescens*
Texas Sage, Texas Ranger, Silverleaf, Barometer Bush

| | | |
|---|---|---|
| N C | 8b-10a | No |
| | 3-5⇧ 3-5⇨ | |
| ○ ● ● ○ | | S |
| | | High |
| | | M |

semi-evergreen shrub; white/pink/lavender/blue flowers after summer rains; prefers dry, hot sites; doesn't like fertilizer or compost



*Lyonia lucida*
Fetterbush, Shiny Lyonia

| | | |
|---|---|---|
| N C | 8-9 | Yes |
| | 3-15⇧ 2-5⇨ | |
| ● ● ○ ○ | | S/L |
| | | High |
| | | L-N |

evergreen; white/pink spring flowers; leaf spotting may occur



*Mahonia fortunei*
Fortune's Mahonia, Chinese Mahonia, Holly Grape

| | | |
|---|---|---|
| N | 8b-9 | No |
| Slow | 3-5⇧ 3-5⇨ | |
| ● ● ● ○ | | Any |
| | | Medium |
| | | M |

also known as *Berberis fortunei*; yellow year-round flowers; well suited as foundation plant on north or east side of a building



*Malpighia coccigera*
Miniature Holly

| | | |
|---|---|---|
| S | 10b-11 | No |
| Slow | 2-5⇧ 4-6⇨ | |
| ● ● ● ● | | Any |
| | | Medium |
| | | M |

pink, spring through summer flowers; red berries; sensitive to pests



*Pyracantha coccinea*
Firethorn

| | | |
|---|---|---|
| N C | 8-9 | No |
| | 10-15⇧ 8-12⇨ | |
| ● ● ● ○ | | Any |
| | | Medium |
| | | L-N |

white, showy flowers; red/orange fall and winter fruit; works well as freestanding specimen plant; can be espaliered or trained onto a trellis; susceptible to pests and diseases



*Raphiolepis* spp. and cvs.
Indian Hawthorn

| | | |
|---|---|---|
| N C | 8-9 | No |
| | 2-10⇧ 2-6⇨ | |
| ○ ● ● ○ | | Any |
| | | High |
| | | M |

flowers vary; provides food for wildlife; use disease-resistant cvs., plant in full sun; susceptible to disease

| Scientific / Common | Reg/Native | G, H, S | Soil pH, Txt | Soil Mst, Drgt | Light/Best Salt | Wildlife | |
|---|---|---|---|---|---|---|---|
|  *Rosa* spp.<br>Rose | N C S 8-11 | Fast 1-20⇧ 2-8⇨ | ●●●● | Any | Medium | M | flowers vary; susceptible to pests and diseases |
|  *Rosmarinus* spp.<br>Rosemary | N C S 8-11 | 3-6⇧ 4-5⇨ | ○●●○ | S/L | High | M | evergreen herb with aromatic needle-like leaves; flowers vary |
|  *Russelia equisetiformis*<br>Firecracker Plant,<br>Coral Plant | C S 9b-11 | 3-5⇧ 6-12⇨ | ○●●○ | Any | High | M | multi-branched shrub; rush-like stems; red year-round flowers; susceptible to pests |
|  *Russelia sarmentosa*<br>Firecracker Plant | N C S 8b-11 | Fast 3-4⇧ 2-4⇨ | ○●●○ | S/L | Medium | U | red, summer flowers; provides food for wildlife |

| Scientific / Common | Reg/Native | G, H, S | Soil pH, Txt | Soil Mst, Drgt | Light/Best Salt | Wildlife | |
|---|---|---|---|---|---|---|---|
|  *Sabal etonia*<br>Scrub Palmetto | C S 9-11 | Slow 4-6⇧ 4-6⇨ | ●●●● | S/L | High | M | small, white, spring through summer flowers; small, black berries in summer through fall provide food for wildlife; long-lived; difficult to transplant |
|  *Spiraea* spp.<br>Reeve's Spirea,<br>Bridal Wreath | N C 8-9 | 3-5⇧ 3-4⇨ | ○●●○ | Any | Medium | L-N | deciduous; white, spring flowers; check with your local Extension office before final species selection |
|  *Strelitzia reginae*<br>Bird of Paradise | S 10-11 | 3-5⇧ 2-4⇨ | ●●●○ | Any | High | L-N | large leathery leaves are held upright on stiff stalks; orange/blue striking flowers; susceptible to pests; tolerates occasionally wet soil |




*Allamanda cathartica*
Yellow Allamanda

| | |
|---|---|
| C S 9-11 | No |
| Fast 1-20⇧ 1-20⇨ | |
| ○ ● ● ○ | Any |
| | Medium |
| | L-N |

Now considered invasive and should not be used in a Florida-Friendly landscape.



*Aristolochia* spp.
Dutchman's Pipe,
Pipevine

| | |
|---|---|
| C S 9-10 | Var. |
| Fast 10-15⇧ 10-15⇨ | |
| ○ ● ● ○ | S |
| | Medium |
| | L-N |

tender evergreen vine; white/purple, summer through winter flowers; larval food plant for several swallowtail butterflies



*Aster carolinianus*
Climbing Aster

| | |
|---|---|
| N C S 8-10b | Yes |
| 1-12⇧ 2-4⇨ | |
| ○ ● ● ○ | Any |
| | Medium |
| | L-N |

also known as *Ampelaster carolinianus*, *Symphyotricum carolinianum*; lavender, fall flowers



*Bignonia capreolata*
Cross Vine,
Trumpet Flower

| | |
|---|---|
| N C S 8-10 | Yes |
| Fast 1-50⇧ 1-50⇨ | |
| ● ● ● ○ | Any |
| | High |
| | M |

fast-growing, high-climbing vine; orange/red, trumpet-shaped, spring flowers



*Bougainvillea* cvs.
Bougainvillea

| | |
|---|---|
| C S 9b-11 | No |
| Fast 4-40⇧ 15-40⇨ | |
| ● ● ● ○ | S/L |
| | High |
| | M |

evergreen, shrubby vine; pink/yellow/orange, year-round flowers; large spines; susceptible to freeze damage



*Campsis radicans*
Trumpet Creeper,
Trumpet Vine

| | |
|---|---|
| N C S 8-10a | Yes |
| Fast 1-40⇧ 1-40⇨ | |
| ● ● ● ● | Any |
| | Medium |
| | L-N |

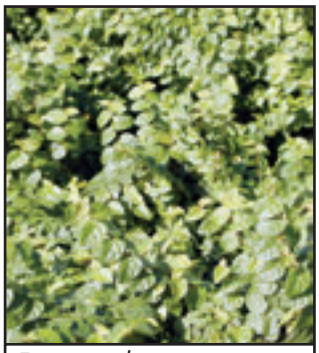
brilliant orange, summer flowers



*Decumaria barbara*
Climbing Hydrangea,
Wood Vamp, Cow Itch Vine

| | |
|---|---|
| N C 8-9a | Yes |
| 1-60⇧ 1-60⇨ | |
| ● ● ○ ○ | S/L |
| | Medium |
| | L-N |

white, spring flowers



*Ficus pumila*
Creeping fig

| | |
|---|---|
| N C S 8-11 | No |
| 1-40⇧ 1-40⇨ | |
| ● ● ● ○ | Any |
| | High |
| | L-N |

dense grower; needs no support to adhere to walls, which may cause maintenance problems; well suited for groundcover, and hanging basket use

| Scientific / Common | *Gelsemium sempervirens*<br>Carolina Jessamine,<br>Yellow Jasmine | *Hedera canariensis*<br>Algerian Ivy,<br>Canary Ivy | *Hedera helix*<br>English Ivy | *Ipomoea* spp. (natives only)<br>Morning Glory |
|---|---|---|---|---|
| Reg/Native | N C 8-9 Yes | N C S 8b-10 No | N C 8-9 No | N C S 8-11 Yes |
| G, H, S | Fast 20-40⇧ 20-30⇨ | Fast ½ -1⇧ 1-6⇨ | Fast 1-2⇧ 2-5⇨ | Fast 10-20⇧ 10-40⇨ |
| Soil pH, Txt | ●●●○ Any | ●●●○ Any | ●●●○ Any | ○●●○ Any |
| Soil Mst, Drgt | Low | Medium | Medium | High |
| Light/Best Salt | L-N | M | L-N | M |
| Wildlife | | | | |
| | evergreen; yellow, tubular, winter through spring flowers; rapid growth when established; poisonous | distinctive, red leaf stems; beautiful, thick, leathery foliage; rapid growth rate, watch for aggressive spread; rich groundcover in the shade | bold leaves provide dark green mat of foliage; tenacious aerial roots guide the plant up tree trunks, walls, or trellises; rapid growth rate; watch for aggressive spread | flower color varies; can spread easily; provides food for wildlife |

| Scientific / Common | *Jasminum multiflorum*<br>Downy Jasmine | *Lonicera sempervirens*<br>Honeysuckle,<br>Coral Honeysuckle | *Mandevilla* cvs.<br>Pink Allamanda,<br>Mandevilla | *Millettia reticulata*<br>Evergreen Wisteria |
|---|---|---|---|---|
| Reg/Native | C S 9b-11 No | N C 8-9 Yes | C S 9b-11 No | C S 9-11 No |
| G, H, S | Fast 5-10⇧ 5-10⇨ | Fast 10-15⇧ 10-15⇨ | 1-10⇧ 1-10⇨ | Fast 12-15⇧ 10-12⇨ |
| Soil pH, Txt | ●●●● Any | ●●●○ Any | ○●●○ Any | ○●●○ S/L |
| Soil Mst, Drgt | Medium | Medium | Medium | Low |
| Light/Best Salt | L-N | M | L-N | M |
| Wildlife | | | | |
| | white, fragrant, year-round flowers; dies back in freeze, may come back; susceptible to pests; sprawling form | dark green, smooth leaves; red, spring through summer flowers; fruit provides food for wildlife; susceptible to freeze damage | twining evergreen vine; many cultivars; pink/white, year-round flowers | deciduous in North Florida; glossy, leathery textured leaves; purple, summer through fall flowers |



*Pandorea jasminoides*
Bower Vine

| | | | |
|---|---|---|---|
| C S | 9b-11 | | No |
| Fast | 1-20⇧ | 1-20⇨ | |
| ●●●○ | | | Any |
| | | | Medium |
| | | | L-N |

evergreen; maintains an open, fine-textured effect; 2 inch wide, white, pink-throated, summer through winter flowers



*Passiflora incarnata*
Maypop,
Passion Vine

| | | | |
|---|---|---|---|
| N C S | 8b-11 | | Yes |
| Fast | 5-10⇧ | 5-10⇨ | |
| ●●●● | | | Any |
| | | | High |
| | | | M |

evergreen; pink/purple, summer through fall flowers; larval food plant of zebra longwing, gulf fritillary, and variegated fritillary butterflies; tolerates occasionally wet soil



*Petrea volubilis*
Queen's Wreath

| | | | |
|---|---|---|---|
| S | 10b-11 | | No |
| Fast | 30-40⇧ | 30-40⇨ | |
| ○●●● | | | Any |
| | | | Medium |
| | | | L-N |

evergreen; purple, spring flowers



*Quisqualis indica*
Rangoon Creeper

| | | | |
|---|---|---|---|
| S | 10a-11 | | No |
| Fast | 1-40⇧ | 1-40⇨ | |
| ●●●○ | | | Any |
| | | | Medium |
| | | | L-N |

1" flowers turn from white to pink or pink to deep red, blooms in spring through fall; good for fences, pergolas, and small buildings; susceptible to pests



*Thunbergia alata*
Black-Eyed Susan Vine

| | | | |
|---|---|---|---|
| N C S | 8-11 | | No |
| Fast | 5-10⇧ | 5-10⇨ | |
| ○●●○ | | | S/L |
| | | | Low |
| | | | L-N |

perennial; yellow, summer flowers



*Trachelospermum jasminoides*
Confederate Jasmine,
Star Jasmine

| | | | |
|---|---|---|---|
| N C S | 8-10 | | No |
| Fast | 1-40⇧ | 1-40⇨ | |
| ●●●● | | | Any |
| | | | Medium |
| | | | L-N |

white, fragrant, showy, spring flowers; susceptible to diseases



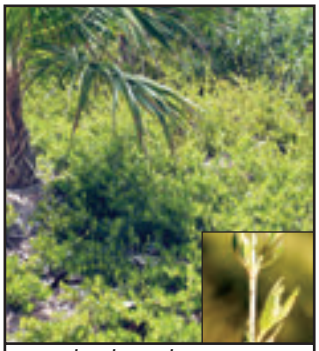
*Wisteria frutescens*
American Wisteria

| | | | |
|---|---|---|---|
| N C | 8-9 | | Yes |
| Fast | 10-20⇧ | 6-12⇨ | |
| ○●●○ | | | Any |
| | | | Medium |
| | | | L-N |

lavender, fragrant, spring through summer flowers; poisonous parts

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Ajuga reptans*<br>Bugleweed,<br>Carpet Bugleweed | *Anthericum sanderi*<br>St. Bernard's Lily | *Arachis glabrata*<br>Perennial Peanut | *Ardisia japonica*<br>Japanese Ardisia |
| **Reg/Native** | N C 8-9a No | N C S 8-11 No | N C S 8-11 No | N C 8-9 No |
| **G, H, S** | Fast ½ -1⇧ 1-2⇨ | Fast 1-1½⇧ ½-1⇨ | Slow ½-1⇧ 1-8⇨ | ½-1⇧ 1-3⇨ |
| **Soil pH, Txt** | ○ ● ● ○ Any | ○ ● ● ○ Any | ○ ● ● ○ S | ○ ● ● ○ Any |
| **Soil Mst, Drgt** | Medium | Medium | High | Low |
| **Light/Best Salt** | L-N | U | H | U |
| **Wildlife** | | | | |
| | purple/blue, spring through summer flowers; spreads quickly; many cultivars; susceptible to disease | white, spring flowers | yellow/orange, summer through fall flowers; no nitrogen fertilizer needed; may spread aggressively; withstands foot traffic; damaged by frost in North and Central Florida | shiny, leathery, dark green leaves; pink/white, 5-petaled, spring flowers; small, red, winter fruit<br>Invasive in North Florida; caution may be invasive Central Florida |

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Aspidistra elatior*<br>Cast Iron Plant,<br>Barroom Plant | *Cyrtomium falcatum*<br>Holly Fern | *Dryopteris* spp.<br>Autumn Fern | *Dyschoriste oblongifolia*<br>Twin Flower,<br>Oblongleaf Snakeherb |
| **Reg/Native** | N C S 8b-11 No | N C S 8b-11 No | N C S 8-11 Var. | N C S 8-11 Yes |
| **G, H, S** | Slow 1-3⇧ 1-3⇨ | 2-3⇧ 3-4⇨ | Slow 1-4⇧ 1-4⇨ | Fast ½-1⇧ 1-1½⇨ |
| **Soil pH, Txt** | ○ ● ● ○ Any | ○ ● ● ○ Any | ● ● ○ ○ Any | ○ ● ● ○ Any |
| **Soil Mst, Drgt** | Medium | Medium | Medium | High |
| **Light/Best Salt** | L-N | L-N | L-N | L-N |
| **Wildlife** | | | | |
| | dark, green, glossy foliage; brown flowers periodically throughout the year; tolerates deep shade better than most plants | evergreen fern; good low-maintenance groundcover; susceptible to pests | dark green fern with delicate appearance; fronds appear reddish when young; choose species based on growing conditions | lavender, year-round flowers; commonly used as groundcover; larval food plant for common Buckeye |



*Ernodea littoralis*
Golden creeper

| | | |
|---|---|---|
| S | 10-11 | Yes |
| | 1-3⇧ 1-3⇨ | |
| ●●●○ | | S/C |
| | | High |
| | | H |

small, light green, succulent leaves on bright red stems; inconspicuous, pinkish, tubular flowers; golden berries; will die if overwatered



*Evolvulus glomeratus*
Blue Daze

| | | |
|---|---|---|
| C S | 9-11 | No |
| | 1/2-1⇧ 1-2⇨ | |
| ○●●○ | | Any |
| | | Medium |
| | | H |

creates grey/green carpet-like cover accented with sky blue, spring through summer flowers



*Glandularia tampensis*
Tampa Vervain,
Tampa Mock Vervain

| | | |
|---|---|---|
| C S | 9-11 | Yes |
| | 1 1/2-2⇧ 1-1 1/2⇨ | |
| ○●●○ | | S |
| | | High |
| | | L-N |

also known as *Verbena tampensi*; purplish-pink/white, summer flowers



*Hedera canariensis*
Algerian Ivy,
Canary Ivy

| | | |
|---|---|---|
| N C S | 8b-10 | No |
| Fast | 1/2-1⇧ 1-6⇨ | |
| ●●●○ | | Any |
| | | Medium |
| | | M |

distinctive, red leaf stems; beautiful, thick, leathery foliage; rapid growth rate, watch for aggressive spread; rich groundcover in the shade



*Hedera helix*
English Ivy

| | | |
|---|---|---|
| N C | 8-9 | No |
| Fast | 1-2⇧ 2-5⇨ | |
| ●●●○ | | Any |
| | | Medium |
| | | L-N |

bold leaves provide dark green mat of foliage; tenacious aerial roots guide the plant up tree trunks, walls, or trellises; rapid growth rate; watch for aggressive spread



*Ipomoea* spp. (natives only)
Sweet Potato Vine,
Railroad Vine, Varies

| | | |
|---|---|---|
| N C S | 8-11 | Yes |
| Fast | 10-20⇧ 10-40⇨ | |
| ○●●○ | | Any |
| | | High |
| | | M |

flower color varies; can spread easily; provides food for wildlife



*Juniperus conferta* and cvs.
Shore Juniper

| | | |
|---|---|---|
| N C | 8-9 | No |
| Slow | 1-2⇧ 6-10⇨ | |
| ●●●● | | S |
| | | High |
| | | H |

flammable - in wildfire prone areas, plant minimum 30' from buildings; must be in full sun and well drained soils; used for dune stabilization; susceptible to diseases

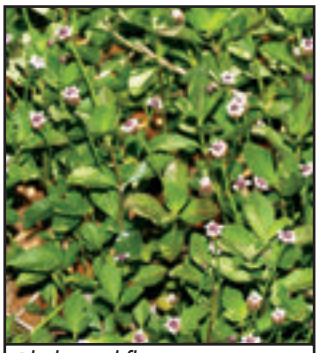


*Juniperus horizontalis* and cvs.
Creeping Juniper,
Horizontal Juniper

| | | |
|---|---|---|
| N C | 8a-9a | No |
| | 1/2-1⇧ 8-10⇨ | |
| ●●●● | | Any |
| | | High |
| | | M |

plants become thin in partial shade; does not tolerate water-logged conditions; susceptible to pests and diseases

| | | | | |
|---|---|---|---|---|
| |   |  |  |  |
| **Scientific**<br>**Common** | *Lantana montevidensis*<br>Trailing Lantana | *Liriope muscari* and cvs.<br>Liriope, Monkey Grass,<br>Lily Turf, Border Grass | *Mimosa strigillosa*<br>Powderpuff,<br>Sunshine Mimosa | *Nephrolepis biserrata*<br>Giant Sword Fern |
| **Reg/Native** | C S 9-11 No | N C 8-9 No | N C S 8-11 Yes | C S 9-11 Yes |
| **G, H, S** | Fast 1-3⇧ 4-8⇨ | 1-2⇧ 1-2⇨ | Fast ½-¾⇧ 8-10⇨ | 1-4⇧ 1-4⇨ |
| **Soil pH, Txt** | ●●●● Any | ●●●● Any | ●●●○ Any | ○●○○ C/L |
| **Soil Mst, Drgt** | Medium | Medium | Medium | Medium |
| **Light/Best Salt** | H | M | M | L-N |
| **Wildlife** | | | | |
| | Now considered invasive and should not be used in a Florida-Friendly landscape. | purple, summer flowers; forms a solid groundcover in a few years; variegated cultivar is damaged by frost; susceptible to pests | perennial; pink powderpuff flowers; FNGLA Plant of the Year | should not be confused with the exotic invasive fern *Nephrolepis cordifolia*; may spread beyond small gardens and become difficult to control; looks best in full shade |

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Nephrolepis exaltata*<br>Sword Fern | *Ophiopogon japonicus* and cvs.<br>Mondo Grass, Dwarf Lilyturf,<br>Dwarf Liriopoe | *Phyla nodiflora*<br>Turkey Tangle Fogfruit,<br>Capeweed | *Rumohra adiantiformis*<br>Leatherleaf Fern,<br>Seven Weeks Fern |
| **Reg/Native** | C S 9-11 Yes | N C S 8-11 No | N C S 8-11 Yes | C S 9b-11 No |
| **G, H, S** | 1-4⇧ 1-4⇨ | Slow ½-1⇧ ½-2⇨ | ½-1⇧ 8-10⇨ | 1-3⇧ 4-5⇨ |
| **Soil pH, Txt** | ○●○○ Any | ○●●○ Any | ●●●● Any | ○●●○ Any |
| **Soil Mst, Drgt** | Medium | Medium | Medium | Medium |
| **Light/Best Salt** | L-N | M | L-N | L-N |
| **Wildlife** | | | | |
| | should not be confused with the exotic invasive fern *Nephrolepis cordifolia*; may spread beyond small gardens and become difficult to control; looks best in full shade | white, summer flowers; dark green, grass-like mounds; tolerates some foot traffic | small, purplish-white flowers; may appear dormant in drought but comes back; occasional mowing improves appearance; excellent butterfly attractor; can become weedy; larval food plant | evergreen fern with triangular-shaped, dark glossy green leaflets |



*Scaevola plumieri*
Inkberry

| | | |
|---|---|---|
| S | 10-11 | Yes |
| Slow | 2-4⇧ 3-8⇨ | |
| ●●●● | | S/L |
| 💧 | | High |
| ☀ | | H |

small, pink/white, summer flowers; spreads by underground rhizomes; suited for coastal areas



*Thelypteris kunthii*
Southern Shield Fern

| | | |
|---|---|---|
| N C S | 8-11 | Yes |
| Fast | 2-3⇧ 2-4⇨ | |
| ○●●● | | Any |
| 💧 | | Medium |
| ☀ ⛅ ☁ | | L-N |

robust fern with graceful light green foliage; may spread beyond small gardens and become difficult to control



*Trachelospermum asiaticum*
Small-Leaf Confederate Jasmine, Asiatic Jasmine

| | | |
|---|---|---|
| N C S | 8b-10 | No |
| Fast | 1-3⇧ 1-30⇨ | |
| ●●●● | | Any |
| 💧 | | Medium |
| ☀ ⛅ | | M |

small, dark green glossy leaves, prominent light green veins; tolerates foot traffic; spreads aggressively; susceptible to pests, diseases and cold damage in low 20's



*Trachelospermum jasminoides*
Confederate Jasmine, Star Jasmine

| | | |
|---|---|---|
| N C S | 8b-10 | No |
| Fast | 1-3⇧ 1-30⇨ | |
| ●●●● | | Any |
| 💧 | | Medium |
| ☀ ⛅ | | L-N |
| 🐦 | | |

white, fragrant, showy, spring flowers; susceptible to diseases



*Vinca major*
Periwinkle

| | | |
|---|---|---|
| N C | 8a-9 | No |
| | 1-2⇧ 1-5⇨ | |
| ○●●○ | | Any |
| 💧 | | Medium |
| ☀ ⛅ ☁ | | L-N |

oval or heart-shaped dark green leaves; blue/purple/lavender, summer flowers; good for shaded, small gardens; does not tolerate hot, dry conditions



*Zamia floridana*
Coontie, Florida Arrowroot, Florida Zamia

| | | |
|---|---|---|
| N C S | 8b-11 | Yes |
| Slow | 1-5⇧ 3-5⇨ | |
| ●●●● | | Any |
| 💧 | | High |
| ☀ ⛅ ☁ | | H |
| 🦋 | | |

small palm-like perennial plant; Florida's only native cycad; sole larval food plant for atala butterfly; susceptible to pests and cold damage in the 20's



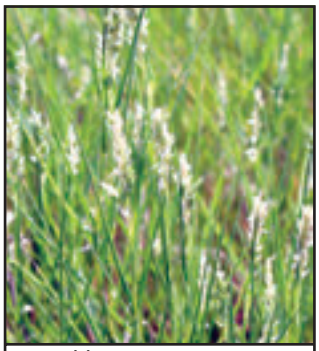
*Zamia furfuracea*
Cardboard Plant

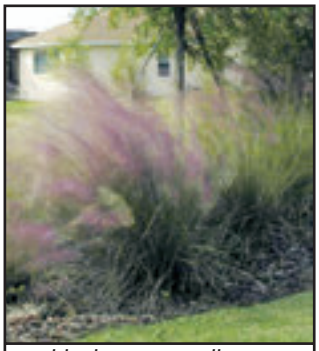
| | | |
|---|---|---|
| C S | 9b-11 | No |
| Slow | 2-5⇧ 5-8⇨ | |
| ●●●● | | Any |
| 💧 | | High |
| ☀ ⛅ ☁ | | H |

seeds and caudex poisonous; freezes in central Florida and can come back

Caution – may be invasive in South and Central Florida

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Andropogon* spp.<br>Bluestem Grass | *Aristida stricta* var. *beyrichiana*<br>Wiregrass | *Cymbopogon citratus*<br>Lemongrass | *Chasmanthium latifolium*<br>River Oats, Northern Sea Oats, Indian Wood-oats |
| **Reg/Native** | N C 8-9 Var. | N C S 8-11 Yes | S 10-11 No | N 8-9a Yes |
| **G, H, S** | Fast 3-10⇧ 3-7⇨ | Fast 2-4⇧ 2-3⇨ | Fast 4-6⇧ 4-6⇨ | Fast 2-5⇧ 2-4⇨ |
| **Soil pH, Txt** | ●●●● Any | ●●○○ S | ●●●○ Any | ●●○○ Any |
| **Soil Mst, Drgt** | 💧💧 High | 💧💧💧 High | 💧💧 Medium | 💧 Medium |
| **Light/Best Salt** | ☀ H | ☀ ⛅ L-N | ☀ ⛅ U | ☀ ⛅ L-N |
| **Wildlife** | | | | 🦋 |
| | perennial bunch grass; species need vary; check with Extension office before making final selection; silver/white/pink, fall flowers | also known as *Aristida beyrichiana*; tan, year-round flowers; provides food and cover for wildlife; depends on regular summer burning to stimulate flowering and seed production | scented leaves remain green most of the year, turning dark red in fall and winter; dies to the ground in winter in North Florida | fall color; tan/bronze, summer through fall flowers; larval food plant for Gemmed Satyr butterfly |

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Distichlis spicata*<br>Salt Grass | *Eragrostis elliottii*<br>Elliott's Lovegrass | *Eragrostis spectabilis*<br>Purple Lovegrass | *Miscanthus sinensis*<br>Zebra Grass, Eulalia Grass |
| **Reg/Native** | N C S 8-11 Yes | N C S 8-10 Yes | N C S 8-10 Yes | N C S 8-11 No |
| **G, H, S** | Slow 1-2⇧ 2-4⇨ | Fast 1-3⇧ 1-3⇨ | Fast 1-3⇧ 1-3⇨ | 1-9⇧ 3-5⇨ |
| **Soil pH, Txt** | ○●●● Any | ●●●○ S/L | ●●●○ S/L | ●●●○ Any |
| **Soil Mst, Drgt** | 💧 Low | 💧💧 High | 💧💧 High | 💧💧 Medium |
| **Light/Best Salt** | ☀ H | ☀ ⛅ L-N | ☀ ⛅ L-N | ☀ ⛅ H |
| **Wildlife** | | | | |
| | tough, scaly rhizomes and rigid stems; few seeds are produced; reproduction is mostly from rhizomes | tan, year-round flowers, especially in fall | small, red/purple, year-round flowers, especially in fall; grows best in hot, dry sites | dies to the ground in winter in North Florida; excellent specimen plant; susceptible to pests and disease |



*Muhlenbergia capillaris*
Muhly Grass

| | | |
|---|---|---|
| N C S | 8-11 | Yes |
| | 2-5⇧ 2-3⇨ | |
| ○ ● ● ● | | S |
| | | High |
| | | H |

pink, fall flowers; tolerates extreme drought and flooding



*Panicum virgatum* and cvs.
Panic Grass

| | | |
|---|---|---|
| N C S | 8-10 | Yes |
| Fast | 1-5⇧ 1-5⇨ | |
| ● ● ● ○ | | Any |
| | | High |
| | | H |

tan, summer flowers



*Paspalum quadrifarium*
Evergreen Paspalum,
Crown Grass

| | | |
|---|---|---|
| N C S | 8-10 | No |
| Fast | 3-4⇧ 3-4⇨ | |
| ● ● ● ● | | S/L |
| | | High |
| | | H |

tan, summer flowers; FNGLA Plant of the Year



*Schizachyrium scoparium*
Little Blue Stem Grass

| | | |
|---|---|---|
| N C | 8-9 | Yes |
| | 1-3⇧ 1-3⇨ | |
| ○ ● ○ ○ | | Any |
| | | High |
| | | U |

medium-sized bunchgrass; lavender/blue stem; good for restoring damaged wildland recreation areas; provides food and cover for wildlife



*Spartina* spp.
Cordgrass

| | | |
|---|---|---|
| N C | 8-9 | Var. |
| Fast | 3-4⇧ 3-5⇨ | |
| ● ● ● ○ | | S |
| | | High |
| | | H |

marsh grass; fine-textured, wire leaves form a fountain pattern; tan, summer flowers; species needs vary, choose based on site conditions; check with your local Extension office prior to species selection




*Thysanolaena maxima*
Tiger Grass

| | | |
|---|---|---|
| N C S | 8-11 | No |
| Fast | 6-10⇧ 6-10⇨ | |
| ● ● ● ○ | | Any |
| | | Medium |
| | | M |

Now considered invasive and should not be used in a Florida-Friendly landscape.



*Tripsacum dactyloides* and cvs.
Fakahatchee Grass,
Gamma Grass

| | | |
|---|---|---|
| N C S | 8-11 | Yes |
| | 4-6⇧ 4-6⇨ | |
| ● ● ● ○ | | Any |
| | | Medium |
| | | M |

cream/orange/red/yellow, spring through summer flowers; tolerates flooding and standing water; larval food plant for Byssus Skipper butterfly



*Tripsacum floridana*
Florida Gama Grass

| | | |
|---|---|---|
| N C S | 8-11 | Yes |
| | 2-4⇧ 4-6⇨ | |
| ● ● ● ○ | | Any |
| | | Medium |
| | | M |

yellow, spring through summer flowers; used to control erosion; good plant for detention ponds, swales and canal banks

| Scientific / Common | *Acoelorrhaphe wrightii*<br>Paurotis Palm,<br>Saw Cabbage Palm | *Arenga engleri*<br>Formosa Palm,<br>Dwarf Sugar Palm | *Bismarckia nobilis*<br>Bismarck Palm | *Butia capitata*<br>Pindo Palm,<br>Jelly Palm |
|---|---|---|---|---|
| Reg/Native | S 10-11 Yes | C S 9a-11 No | S 10a-11 No | N C S 8b-11 No |
| G, H, S | Slow 15-30⇧ 10-15⇨ | Slow 8-10⇧ 12-16⇨ | 40-70⇧ 15-20⇨ | Slow 15-25⇧ 10-15⇨ |
| Soil pH, Txt | ○ ● ● ○ Any | ○ ● ● ○ Any | ○ ● ● ○ Any | ○ ● ● ○ Any |
| Soil Mst, Drgt | Medium | None | High | High |
| Light/Best Salt | M | L-N | M | M |
| Wildlife | | | | |
| | yellow/white, spring flowers; forms dense clump so provide plenty of space; susceptible to manganese deficiency; tolerates occasionally wet soil | dark, olive-green leaves often twist, giving a slight spiraling appearance; red/orange/ green, spring flowers; red to deep purple fruit | stiff, waxy, blue- green fronds; white/cream flowers | edible fruit used for jelly; provides food for wildlife; looks best in full sun; white flowers; susceptible to pests; high wind resistance |

| Scientific / Common | *Carpentaria acuminata*<br>Carpentaria Palm | *Caryota mitis*<br>Fishtail Palm | *Ceratozamia hildae*<br>Bamboo Cycad | *Ceratozamia kuesteriana* |
|---|---|---|---|---|
| Reg/Native | S 10b-11 No | S 10b-11 No | N C S 8-11 No | N C S 8-11 No |
| G, H, S | Slow 35-40⇧ 8-10⇨ | 15-25⇧ 10-15⇨ | Slow 5-7⇧ 3-5⇨ | Slow 4-5⇧ 3-4⇨ |
| Soil pH, Txt | ○ ● ● ○ Any | ● ● ● ● Any | ○ ● ○ ○ Any | ○ ● ○ ○ Any |
| Soil Mst, Drgt | Medium | Medium | High | High |
| Light/Best Salt | L-N | U | L-N | L-N |
| Wildlife | | | | |
| | white/cream, spring through fall flowers; tolerates occasionally wet soil; can cause skin irritation | multi-stemmed clumps; light green leaflets shaped like fish's tail fin; caution - may be invasive in South Florida | sharp thorns, plant away from sidewalks | emergent growth on some forms has a reddish color |



*Chamaedorea* spp.
Chamaedorea, Bamboo Palm, Miniature Fishtail Palm

| | | |
|---|---|---|
| N C S | variable | No |
| Fast | 1-20⇧ 2-8⇨ | |
| ○ ● ● ○ | | Any |
| | | Medium |
| | | L-N |

species needs vary, choose based on conditions; cream, spring through summer flowers; good container plant; potential skin irritant



*Chamaerops humilis*
European Fan Palm

| | | |
|---|---|---|
| N C S | 8-11 | No |
| Slow | 5-15⇧ 6-15⇨ | |
| ○ ● ● ○ | | Any |
| | | High |
| | | M |

clumping palm; yellow, summer flowers; susceptible to pests; very cold-hardy; petioles with sharp teeth



*Dypsis lutescens*
Yellow Butterfly Palm

| | | |
|---|---|---|
| S | 10a-11 | No |
| | 15-25⇧ 6-10⇨ | |
| ○ ● ● ○ | | Any |
| | | High |
| | | M |

also known as *Dypsis lutescens*; tolerates occasionally wet soil; high wind resistance; susceptible to pest and K deficiency

Caution – may be invasive in South Florida



*Coccothrinax argentata*
Silver Palm

| | | |
|---|---|---|
| S | 10b-11 | Yes |
| Fast | 3-15⇧ 6-7⇨ | |
| ● ● ● ● | | Any |
| | | High |
| | | H |

distinctive, dark, blue-green, drooping, deeply divided palmate leaves; white, summer flowers; Key Deer food source; high wind resistance



*Dioon edule*
Dioon, Chamal, Mexican Sago

| | | |
|---|---|---|
| N C S | 8-11 | No |
| Slow | 1-8⇧ 4-6⇨ | |
| ● ● ● ● | | Any |
| | | High |
| | | M |

leaflets very sharp; can tolerate adverse conditions for periods; susceptible to pests



*Howea forsterana*
Kentia Palm, Sentry Palm

| | | |
|---|---|---|
| S | 10-11 | No |
| | 15-25⇧ 6-10⇨ | |
| ○ ● ● ○ | | S/L |
| | | Medium |
| | | L-N |

white, summer flowers; susceptible to diseases



*Licuala grandis*
Ruffled Fan Palm, Vanuatu Fan Palm, Licuala Palm

| | | |
|---|---|---|
| S | 10b-11 | No |
| Slow | 6-12⇧ 3-6⇨ | |
| ○ ● ● ○ | | S/L |
| | | Medium |
| | | L-N |

white, year-round flowers



*Livistona* spp.
Chinese Fan Palm

| | | |
|---|---|---|
| C S | 9-11 | No |
| | 20-50⇧ 8-15⇨ | |
| ○ ● ● ○ | | S/L |
| | | High |
| | | M |

flowers vary; stately palm with single trunk; susceptible to scales; caution - *L. chinensis* may be invasive in Central and South Florida

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Nolina recurvata*<br>Ponytail Palm | *Phoenix* spp. except *Phoenix reclinata*<br>Date Palms | *Pseudophoenix sargentii*<br>Buccaneer Palm, Sargent's Palm | *Ptychosperma elegans*<br>Alexander Palm, Solitary Palm, Solitaire Palm |
| **Reg/Native** | S 10a-11 No | N C S 8-11 No | S 10a-11 Yes | S 10a-11 No |
| **G, H, S** | Slow 10-15⇧ 12-18⇨ | Slow 6-80⇧ 6-25⇨ | Slow 10-40⇧ 10-20⇨ | Slow 15-25⇧ 6-10⇨ |
| **Soil pH, Txt** | ●●●● Any | ○●●○ S/L | ●●●● Any | ○●●○ S/L |
| **Soil Mst, Drgt** | High | High | High | High |
| **Light/Best Salt** | M | M | M | L-N |
| **Wildlife** | | | | |
| | unique plume of long leaves atop a single trunk with a bulb-like base; susceptible to pests and diseases | yellow, summer flowers; *Phoenix canariensis*, *Phoenix dactylifera* and *Phoenix roebelinii* have high wind resistance; provides food for wildlife | yellow, summer flowers; produces grape-sized red fruit; endangered in Florida | white, summer flowers; resistant to lethal yellowing; high wind resistance; caution - may be invasive in South and Central Florida |

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Ptychosperma macarthuri*<br>Macarthur Palm | *Ravenea rivularis*<br>Majesty Palm | *Rhapidophyllum hystrix*<br>Needle Palm | *Rhapis excelsa*<br>Lady Palm |
| **Reg/Native** | S 10b-11 No | S 10a-11 No | N C S 8-11 Yes | C S 9-11 No |
| **G, H, S** | 15-25⇧ 6-10⇨ | 50-80⇧ 10-15⇨ | Fast 6-8⇧ 5-10⇨ | Slow 7-14⇧ 10-15⇨ |
| **Soil pH, Txt** | ○●●○ S/L | ○●●○ C/L | ○●●○ S/L | ○●●○ S/L |
| **Soil Mst, Drgt** | None | High | Medium | Medium |
| **Light/Best Salt** | L-N | M | L-N | L-N |
| **Wildlife** | | | | |
| | noted for multiple, slim, ringed grey trunks; soft green, feathery, flat, broad leaves; branched flower stalks with white, summer flowers; bright red, showy sprays of fruit | feather-leafed with symmetrical, smooth, flared trunk; creamy white, summer flowers | red, summer flowers; yellowish fruit provides food for wildlife | forms clumps of bamboo-like stalks topped with very dark green fan-shaped leaves; susceptible to pests and disease |



*Rhapis humilis*
Slender Lady Palm

| | | |
|---|---|---|
| C S | 9b-11 | No |
| | 5-7⇧ 6-10⇨ | |
| ○ ● ● ○ | | S/L |
| | | Medium |
| | | M |

slender stems; drooping leaf segments; forms densely packed clumps; susceptible to pests



*Roystonea regia*
Royal Palm

| | | |
|---|---|---|
| S | 10a-11 | Yes |
| | 50-80⇧ 15-25⇨ | |
| ● ● ● ○ | | Any |
| | | Medium |
| | | M |

tall, smooth, cement gray trunk; beautiful, broad, dense crown of soft, gently drooping, feathery fronds; fragrant, yellow, summer flowers; high wind resistance



*Sabal etonia*
Scrub Palmetto

| | | |
|---|---|---|
| C S | 9-11 | Yes |
| Slow | 4-6⇧ 4-6⇨ | |
| ● ● ● ● | | S/L |
| | | High |
| | | M |

small, white, spring through summer flowers; small, black berries in summer through fall provide food for wildlife; long-lived; difficult to transplant



*Sabal minor*
Dwarf Palmetto,
Blue-stem Palmetto

| | | |
|---|---|---|
| N C S | 8-10 | Yes |
| Slow | 4-9⇧ 4-8⇨ | |
| ● ● ● ● | | Any |
| | | High |
| | | M |

blueish green, fan shaped leaves; small, white flowers; black berries provides food for wildlife in fall; difficult to transplant; good understory plant; prefers moist soils but tolerates drier conditions after establishment



*Sabal palmetto*
Cabbage Palm, Sabal Palm,
Cabbage Palmetto

| | | |
|---|---|---|
| N C S | 8b-11 | Yes |
| Slow | 25-60⇧ 10-15⇨ | |
| ● ● ● ● | | Any |
| | | High |
| | | H |

Florida state tree; white, summer flowers; susceptible to some pests and disease; high wind resistance; older palms transplant easily; provides food and cover for wildlife



*Serenoa repens*
Saw Palmetto

| | | |
|---|---|---|
| N C S | 8-11 | Yes |
| Slow | 3-10⇧ 4-10⇨ | |
| ● ● ● ● | | Any |
| | | High |
| | | H |

flammable - in wildfire prone areas, plant minimum 30' from buildings; yellow/white, spring flowers; difficult to transplant; grows on first dune; round black fruits provide food for wildlife



*Thrinax morrisii*
Brittle Thatch Palm,
Key Thatch Palm

| | | |
|---|---|---|
| S | 10b-11 | Yes |
| Slow | 15-20⇧ 6-10⇨ | |
| ● ● ● ● | | Any |
| | | High |
| | | H |

green and silver fronds; small, white, summer flowers; tolerates occasionally wet soil; high wind resistance



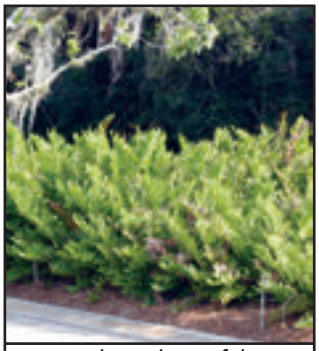
*Thrinax radiata*
Florida Thatch Palm

| | | |
|---|---|---|
| S | 10b-11 | Yes |
| Slow | 15-25⇧ 6-10⇨ | |
| ● ● ● ● | | S |
| | | High |
| | | H |

white; summer flowers; good palm for many landscapes due to small size; high wind resistance

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Trachycarpus fortunei*<br>Windmill Palm | *Washingtonia robusta*<br>Washington Palm | *Wodyetia bifurcata*<br>Foxtail Palm | *Zamia floridana*<br>Coontie, Florida Arrowroot, Florida Zamia |
| **Reg/Native** | N C S 8-11 No | N C 9a-11 No | S 10-11 No | N C S 8b-11 Yes |
| **G, H, S** | 10-25⇧ 6-10⇨ | 60-90⇧ 10-15⇨ | Slow 20-30⇧ 8-20⇨ | Fast 1-5⇧ 3-5⇨ |
| **Soil pH, Txt** | ●●●● Any | ●●●● Any | ○●●○ Any | ●●●● Any |
| **Soil Mst, Drgt** | Medium | High | Medium | High |
| **Light/Best Salt** | M | M | M | H |
| **Wildlife** | | | | |
| | dense, brown, hair-like fibers that resemble burlap wrapping; 3-foot wide, fan-shaped fronds; inconspicuous, fragrant, summer flowers; good palm for shaded landscapes; tolerates occasional sun; susceptible to pests and disease | too tall for most home landscapes; caution – may be invasive in South Florida | pale green, arching fronds with leaflets radiating from leaf stem, giving appearance of bottlebrush or foxtail; white, spring flowers; colorful clusters of red to orange/red fruit | small palm-like perennial plant; Florida's only native cycad; sole larval food plant for atala hairstreak butterfly; susceptible to pests and cold damage in the 20's |

| | |
|---|---|
| |  |
| **Scientific**<br>**Common** | *Zamia furfuracea*<br>Cardboard Plant |
| **Reg/Native** | C S 9b-11 No |
| **G, H, S** | Slow 2-5⇧ 5-8⇨ |
| **Soil pH, Txt** | ●●●● Any |
| **Soil Mst, Drgt** | High |
| **Light/Best Salt** | H |
| **Wildlife** | |
| | seeds and caudex poisonous; freezes in central Florida and can come back |



*Acrostichum danaeifolium*
Leather Fern

| | | |
|---|---|---|
| C S | 9-11 | Yes |
| | 8-10⇧ 8-10⇨ | |
| ●●●○ | | Any |
| 💧 💧 | | Low |
| ☀ ⛅ ☁ | | M |

large fern; good for wet sites in shaded landscape; prolonged sunlight, especially in the summer, can burn foliage



*Adiantum capillus-veneris*
Southern Maidenhair Fern, Venus' Hair Fern

| | | |
|---|---|---|
| S | 10-11 | Yes |
| Slow | 2-3⇧ 2-3⇨ | |
| ○●○○ | | Any |
| 💧 💧 | | Low |
| ⛅ ☁ | | L-N |

fine-textured, delicate, fern with light grey-green, soft foliage; tolerates occasionally wet soil



*Blechnum serrulatum*
Swamp Fern, Toothed Midsorus Fern, Saw Fern

| | | |
|---|---|---|
| N C S | 8-11 | Yes |
| | 1-6⇧ 2-6⇨ | |
| ●●○○ | | Any |
| 💧 | | Low |
| ☀ ⛅ | | L-N |

hardy fern; forms underground stems, persisting for many years, and spreads widely (forms dense clumps); grows in full sun if in moist conditions



*Cyrtomium falcatum*
Holly Fern

| | | |
|---|---|---|
| N C S | 8b-11 | No |
| | 2-3⇧ 3-4⇨ | |
| ○●●○ | | Any |
| 💧 💧 | | Medium |
| ☀ ⛅ ☁ | | L-N |

evergreen fern; good low-maintenance groundcover; susceptible to pests



*Dicksonia antarctica*
Tasmanian Tree Fern, Australian Tree Fern

| | | |
|---|---|---|
| C S | 9-11 | No |
| Slow | 20-50⇧ 6-20⇨ | |
| ●●○○ | | S/L |
| 💧 | | Low |
| ⛅ | | L-N |

does not tolerate prolonged freezing or direct sun



*Didymochlaena truncatula*
Mahogany Fern, Tree Maidenhair Fern

| | | |
|---|---|---|
| S | 10 | No |
| Slow | 3-4⇧ 4-6⇨ | |
| ●●○○ | | Loam |
| 💧 💧 | | Low |
| ⛅ ☁ | | U |

requires moist soil; do not let dry out between waterings



*Dryopteris* spp.
Autumn Fern

| | | |
|---|---|---|
| N C S | 8-11 | Var. |
| Slow | 1-4⇧ 1-4⇨ | |
| ●●○○ | | Any |
| 💧 | | Medium |
| ⛅ ☁ | | L-N |

dark green fern with delicate appearance; fronds appear reddish when young; choose species based on growing conditions



*Nephrolepis biserrata*
Giant Sword Fern

| | | |
|---|---|---|
| C S | 9-11 | Yes |
| | 1-4⇧ 1-4⇨ | |
| ○●○○ | | C/L |
| 💧 | | Medium |
| ⛅ ☁ | | L-N |

should not be confused with the exotic invasive fern *Nephrolepis cordifolia*; may spread beyond small gardens and become difficult to control; looks best in full shade

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Nephrolepis exaltata*<br>Sword Fern | *Osmunda cinnamomea*<br>Cinnamon Fern | *Osmunda regalis*<br>Royal Fern | *Pteridium aquilinum*<br>Bracken Fern |
| **Reg/Native** | C S 9-11 Yes | N C S 8-10 Yes | N C S 8-10 Yes | N C S 8-11 Yes |
| **G, H, S** | 1-4⇧ 1-4⇨ | Slow 2-5⇧ 3-4⇨ | 6-7⇧ 6-7⇨ | 3-6⇧ 2-3⇨ |
| **Soil pH, Txt** | ○ ● ○ ○ C/L | ● ● ○ ○ C/L | ● ● ○ ○ Loam | ● ● ● ○ S/L |
| **Soil Mst, Drgt** | Medium | Low | Low | Medium |
| **Light/Best Salt** | L-N | L-N | L-N | L-N |
| **Wildlife** | | | | |
| | should not be confused with the exotic invasive fern *Nephrolepis cordifolia;* may spread beyond small gardens and become difficult to control; looks best in full shade | deciduous, shrub-like fern; good plant for detention ponds, swales and canal banks | requires night temperature of 45° F to stay green; susceptible to pests; may be less attractive during winter dormancy | fronds triangular in outline |

| | | | | |
|---|---|---|---|---|
| |  |  |  | |
| **Scientific**<br>**Common** | *Rumohra adiantiformis*<br>Leatherleaf Fern,<br>Seven Weeks Fern | *Sphaeropteris cooperi*<br>Australian Tree Fern | *Thelypteris kunthii*<br>Southern Shield Fern | |
| **Reg/Native** | C S 9b-11 No | S 10b-11 No | N C S 8-11 Yes | |
| **G, H, S** | 1-3⇧ 4-5⇨ | Slow 12-18⇧ 8-15⇨ | Fast 2-3⇧ 2-4⇨ | |
| **Soil pH, Txt** | ○ ● ● ○ Any | ○ ● ● ○ S/L | ○ ● ● ● Any | |
| **Soil Mst, Drgt** | Medium | Low | Medium | |
| **Light/Best Salt** | L-N | L-N | L-N | |
| **Wildlife** | | | | |
| | evergreen fern with triangular-shaped, dark glossy green leaflets | also known as *Alsophila cooperi;* single-trunked, giant fern | robust fern with graceful light green foliage; may spread beyond small gardens and become difficult to control | |



*Acalypha reptans*
Dwarf Chenille Plant

| | | |
|---|---|---|
| S | 10-11 | No |
| Slow | to 1⇧ | varies⇨ |
| ●●●○ | | C/L |
| 💧 | | Medium |
| ☀ ⛅ | | U |

fine-textured, ground-hugging; forms a thick canopy of tiny, serrated leaves with bright red flowers



*Acrostichum danaeifolium*
Leather Fern

| | | |
|---|---|---|
| C S | 9-11 | Yes |
| | 8-10⇧ | 8-10⇨ |
| ●●●○ | | Any |
| 💧💧 | | Low |
| ☀ ⛅ ☁ | | M |

large fern; good for wet sites in shaded landscape; prolonged sunlight, especially in the summer, can burn foliage



*Adiantum capillus-veneris*
Southern Maidenhair Fern,
Venus' Hair Fern

| | | |
|---|---|---|
| S | 10-11 | Yes |
| Slow | 2-3⇧ | 2-3⇨ |
| ○●○○ | | Any |
| 💧💧 | | Low |
| ⛅ ☁ | | L-N |

fine-textured, delicate, fern with light grey-green, soft foliage; tolerates occasionally wet soil



*Agapanthus africanus*
Lily of the Nile,
African Lily

| | | |
|---|---|---|
| N C S | 8-10 | No |
| Fast | 2⇧ | 2⇨ |
| ○●●○ | | S |
| 💧 | | Medium |
| ☀ ⛅ | | M |

purple/white, summer flowers; deciduous



*Agave* spp.
Century Plant,
Agave

| | | |
|---|---|---|
| N C S | 8-11 | Var. |
| Slow | 6⇧ | 4-6⇨ |
| ○●●○ | | S |
| 💧 | | High |
| ☀ | | H |

dramatic foliage and form; evergreen, silver/gray to blue-green foliage; showy, green-brown fruit; sharp spines; choose species adapted to climate



*Ajuga reptans*
Bugleweed,
Carpet Bugleweed

| | | |
|---|---|---|
| N C | 8-9a | No |
| Fast | 1/2-1⇧ | 1-2⇨ |
| ○●●○ | | Any |
| 💧 | | Medium |
| ☀ ⛅ ☁ | | L-N |

purple/blue, spring through summer flowers; spreads quickly; many cultivars; susceptible to disease



*Aloe* spp.
Aloe

| | | |
|---|---|---|
| N C S | variable | No |
| | varies⇧ | varies⇨ |
| ○●●● | | Any |
| 💧 | | High |
| ☀ ⛅ | | H |

species needs vary, choose based on conditions; flowers vary; injured by frost in extreme North Florida; susceptible to caterpillars; size of plant depends on species selection



*Alpinia* spp.
Shell Ginger,
Shell Flower

| | | |
|---|---|---|
| N C S | 8-11 | No |
| Fast | 6-12⇧ | 3-5⇨ |
| ○●●○ | | S/C |
| 💧💧 | | Low |
| ☀ ⛅ | | M |

green and yellow variegated leaves; white, fragrant flowers borne in drooping clusters; will not flower if freezes back

| Scientific / Common | *Amorphophallus* spp.<br>Voodoo Lily,<br>Snake Lily | *Angelonia angustifolia*<br>Angelonia | *Asclepias* spp.<br>Milkweed,<br>Butterfly Weed | *Asimina* spp.<br>Pawpaw |
|---|---|---|---|---|
| Reg/Native | N C S 9-11 No | N C S 9-11 No | N C S 8-10 Var. | N C S 8-10 Var. |
| G, H, S | 6⇧ varies⇨ | Fast 1-3⇧ 1-3⇨ | Fast 2-5⇧ 1-4⇨ | 15-20⇧ 15-20⇨ |
| Soil pH, Txt | ○ ● ● ○ Any | ○ ● ● ○ Any | ○ ● ● ○ Any | ○ ● ○ ○ S |
| Soil Mst, Drgt | Medium | Medium | Medium | Medium |
| Light/Best Salt | L-N | U | L-N | L-N |
| Wildlife | | | | |
| | grows very slowly in North Florida; flowers vary, have a foul odor; size of plant depends on species selection | white and/or blue, summer flowers; can be grown as an annual but survives winters in zones 9 and 10 | species needs vary, choose based on conditions; red/yellow flowers; self-seeds each year; sap may irritate; susceptible to pests and diseases; provides food for butterflies | deciduous; species needs vary, choose based on conditions; oval, edible fruits with a sweet, rich taste, ripen to a brown/black, wrinkled texture; flowers vary; provides food for zebra swallowtail butterfly |

| Scientific / Common | *Aspidistra elatior*<br>Cast Iron Plant,<br>Barroom Plant | *Begonia Xsemperflorens-cultorum*<br>Wax Begonia | *Belamcanda chinensis*<br>Blackberry Lily | *Blechnum serrulatum*<br>Swamp Fern, Toothed Midsorus Fern, Saw Fern |
|---|---|---|---|---|
| Reg/Native | N C S 8b-11 No | N C S 8-11 No | N C S 8-10a No | N C S 8-11 Yes |
| G, H, S | Slow 1-3⇧ 1-3⇨ | Slow ½-1⇧ ½-1⇨ | Fast 1-2⇧ 2-4⇨ | 1-6⇧ 2-6⇨ |
| Soil pH, Txt | ○ ● ● ○ Any | ○ ● ● ○ Any | ○ ● ● ○ Any | ● ● ○ ○ Any |
| Soil Mst, Drgt | Medium | Low | Medium | Low |
| Light/Best Salt | L-N | L-N | M | L-N |
| Wildlife | | | | |
| | dark, green foliage with glossy, coarse-texture; brown flowers; tolerates deep shade better than most plants | flowers vary; annual in North and Central regions; susceptible to pests and diseases | yellow, spring through fall flowers | hardy fern; forms underground stems, persisting for many years, and spreads widely (forms dense clumps); grows in full sun if in moist conditions |



*Bromeliaceae* genera
Bromeliads, Airplants

| | | |
|---|---|---|
| N C S | 8-11 | Var. |
| Slow | 1-2⇧ 1-2⇨ | |
| ○ ● ● ○ | | S |
| | | High |
| | | L-N |

flowers, light, region vary; choose species for climate; don't exchange bromeliads from areas with Mexican bromeliad weevil; air circulation prevents scale/mealybugs; cold/overwatering causes crown rot



*Bulbine frutescens*
Bulbine

| | | |
|---|---|---|
| C S | 9-11 | No |
| | 1-2⇧ 1-2⇨ | |
| ● ● ● ● | | Any |
| | | Medium |
| | | U |

orange/yellow, spring through summer flowers; clumping; best used as groundcover or container plant



*Caladium Xhortulanum*
Caladium

| | | |
|---|---|---|
| N C S | 8-11 | No |
| Fast | 1-2⇧ 1-2⇨ | |
| ○ ● ● ○ | | Any |
| | | Medium |
| | | L-N |

good container plant; attractive foliage (red/rose/pink/white/silver/bronze/green); leaves die back in the fall; goes dormant; susceptible to pests and diseases



*Canna* spp.
Canna Lily

| | | |
|---|---|---|
| N C S | 8-11 | Var. |
| Fast | 2-6⇧ 1-3⇨ | |
| ● ● ● ○ | | Any |
| | | Medium |
| | | L-N |

many cultivars; attractive foliage; summer flowers vary



*Catharanthus roseus*
Periwinkle, Madagascar Periwinkle, Vinca

| | | |
|---|---|---|
| C S | 9b-11 | No |
| | 1-2⇧ 1-2⇨ | |
| ○ ● ● ○ | | Any |
| | | High |
| | | M |

white/pink/purple, year-round flowers; watch for micronutrient deficiencies/disease with too much moisture; caution - may be invasive in South Florida



*Conradina* spp.
False Rosemary, Scrub Mints, Beach Rosemary

| | | |
|---|---|---|
| N C | 8-9 | Yes |
| Fast | 1-3⇧ 1-3⇨ | |
| ○ ● ● ○ | | Any |
| | | High |
| | | H |

blue, year-round flowers; used in beach landscaping



*Coreopsis* spp.
Tickseed, Coreopsis

| | | |
|---|---|---|
| N C S | 8a-10b | Var. |
| Fast | 1-4⇧ 1-3⇨ | |
| ● ● ○ ○ | | Any |
| | | High |
| | | M |

Florida's state wildflower; orange/yellow, summer flowers; may be annual or short-lived perennial, depending on species



*Costus* spp.
Spiral Ginger

| | | |
|---|---|---|
| N C S | 8-11 | No |
| Fast | 6-10⇧ 4-8⇨ | |
| ○ ● ● ○ | | Any |
| | | Low |
| | | L-N |

white, fragrant, summer through fall flowers



| | |
|---|---|
| ***Scientific*** **Common** | *Crinum* spp.<br>Crinum Lily |
| **Reg/Native** | N C S 8b-11 Var. |
| **G, H, S** | 3-6⇧ 3-6⇨ |
| **Soil pH, Txt** | ○ ● ● ○ Any |
| **Soil Mst, Drgt** | Medium |
| **Light/Best Salt** | M |
| **Wildlife** | |

many cultivars; fragrant, spidery, year-round flowers vary; poisonous; susceptible to pests and diseases



| | |
|---|---|
| ***Scientific*** **Common** | *Crossandra* spp.<br>Firecracker Flower |
| **Reg/Native** | S 10 No |
| **G, H, S** | Fast ½-4⇧ 1-3⇨ |
| **Soil pH, Txt** | ○ ● ● ○ S/L |
| **Soil Mst, Drgt** | Medium |
| **Light/Best Salt** | L-N |
| **Wildlife** | |

species needs vary, choose based on conditions; flowers vary; can be used as annual in North and Central region



| | |
|---|---|
| ***Scientific*** **Common** | *Cuphea hyssopifolia*<br>Mexican Heather,<br>False Heather |
| **Reg/Native** | N C S 8b-11 No |
| **G, H, S** | 1-2⇧ 2-3⇨ |
| **Soil pH, Txt** | ○ ● ● ○ Any |
| **Soil Mst, Drgt** | High |
| **Light/Best Salt** | M |
| **Wildlife** | |

purple/white/pink, year-round flowers; susceptible to pests, diseases, and freezes



| | |
|---|---|
| ***Scientific*** **Common** | *Curcuma* spp.<br>Curcuma,<br>Hidden Lily |
| **Reg/Native** | N C S 8b-11 No |
| **G, H, S** | Fast 1-6⇧ 1-4⇨ |
| **Soil pH, Txt** | ○ ● ● ○ Any |
| **Soil Mst, Drgt** | Medium |
| **Light/Best Salt** | L-N |
| **Wildlife** | |

pink/yellow, spring flowers



| | |
|---|---|
| ***Scientific*** **Common** | *Dianella* spp.<br>Flax Lily |
| **Reg/Native** | N C S 8-11 Var. |
| **G, H, S** | Fast 1-2⇧ 1-2⇨ |
| **Soil pH, Txt** | ● ● ● ○ Any |
| **Soil Mst, Drgt** | High |
| **Light/Best Salt** | U |
| **Wildlife** | |

blue/yellow flowers; strappy leaves



| | |
|---|---|
| ***Scientific*** **Common** | *Dicksonia antarctica*<br>Tasmanian Tree Fern,<br>Australian Tree Fern |
| **Reg/Native** | C S 9-11 No |
| **G, H, S** | Slow to 50⇧ 6-20⇨ |
| **Soil pH, Txt** | ● ● ○ ○ S/L |
| **Soil Mst, Drgt** | Low |
| **Light/Best Salt** | L-N |
| **Wildlife** | |

does not tolerate prolonged freezing or direct sun



| | |
|---|---|
| ***Scientific*** **Common** | *Didymochlaena truncatula*<br>Mahogany Fern,<br>Tree Maidenhair Fern |
| **Reg/Native** | S 10 No |
| **G, H, S** | Slow 3-4⇧ 4-6⇨ |
| **Soil pH, Txt** | ● ● ○ ○ Loam |
| **Soil Mst, Drgt** | Low |
| **Light/Best Salt** | U |
| **Wildlife** | |

requires moist soil; do not let dry out between waterings



| | |
|---|---|
| ***Scientific*** **Common** | *Dietes iridoides*<br>African Iris,<br>Butterfly Iris |
| **Reg/Native** | N C S 8b-11 No |
| **G, H, S** | Slow 2-6⇧ 1-2⇨ |
| **Soil pH, Txt** | ○ ● ● ○ Any |
| **Soil Mst, Drgt** | Medium |
| **Light/Best Salt** | L-N |
| **Wildlife** | |

also known as *Moraea iridoides* and *Moraea vegeta*, previously *Dietes vegata*; 1-2" white/yellow/blue, spring through summer flowers



*Dryopteris* spp.
Autumn Fern

| | | |
|---|---|---|
| N C S | 8-11 | Var. |
| Slow | 1-4⇧ 1-4⇨ | |
| ●●○○ | | Any |
| | | Medium |
| | | L-N |

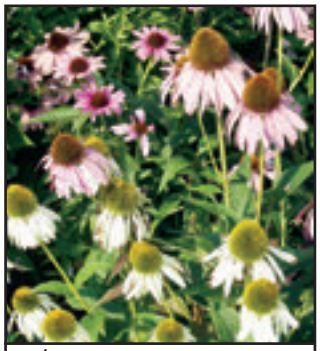
dark green fern with delicate appearance; fronds appear reddish when young; choose species based on growing conditions



*Dyschoriste oblongifolia*
Twin Flower,
Oblongleaf Snakeherb

| | | |
|---|---|---|
| N C S | 8-11 | Yes |
| Fast | 1/2-1⇧ 1-1 1/2⇨ | |
| ○●●○ | | Any |
| | | High |
| | | L-N |

lavender, year-round flowers; commonly used as groundcover



*Echinacea purpurea*
Purple Coneflower

| | | |
|---|---|---|
| N C S | 8-10 | Yes |
| | 1-3⇧ 2-3⇨ | |
| ○●●● | | C/L |
| | | High |
| | | L-N |

purple, spring through summer flowers; tolerates occasionally wet soil



*Euryops* spp.
Bush Daisy

| | | |
|---|---|---|
| N C S | variable | No |
| | 3-6⇧ 3-6⇨ | |
| ○●●○ | | Any |
| | | High |
| | | M |

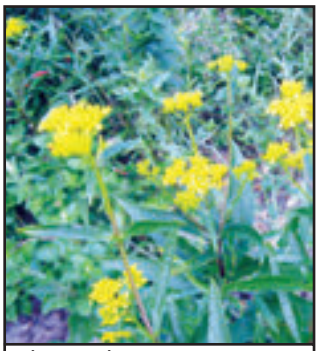
species needs vary, choose based on conditions; reseeds readily; resprouts from base in spring; flowers vary



*Evolvulus glomeratus*
Blue Daze

| | | |
|---|---|---|
| C S | 9-11 | No |
| | 1/2-1⇧ 1-2⇨ | |
| ○●●○ | | Any |
| | | Medium |
| | | H |

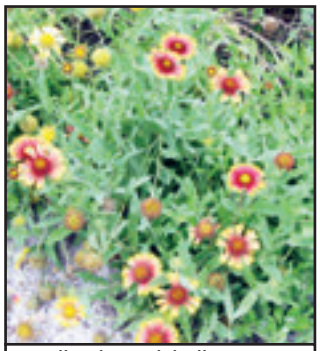
creates grey/green carpet-like cover accented with sky blue, spring through summer flowers



*Flaveria linearis*
Yellowtop

| | | |
|---|---|---|
| S | 10a-11 | Yes |
| Fast | 2-4⇧ 2-4⇨ | |
| ●●●● | | Any |
| | | High |
| | | M |

showy clusters of yellow disk shaped, year-round flowers; grows in soils with poor nutrient content; provides food for butterflies



*Gaillardia pulchella*
Blanket Flower

| | | |
|---|---|---|
| N C S | 8a-11 | Yes |
| Fast | 1-2⇧ 2-3⇨ | |
| ○●●○ | | S/L |
| | | High |
| | | M |

yellow/orange/red, summer flowers; rounded clumps of soft, hairy, divided leaves



*Gaura lindheimeri*
White Gaura, Whirling Butterflies,
Lindheimer's Beeblossom

| | | |
|---|---|---|
| N C | 8-9 | No |
| | 1-3⇧ 2-3⇨ | |
| ○●●○ | | Any |
| | | High |
| | | L-N |

fine-textured, vase-shaped; pink/white, spring through fall flowers on wand-like stalks

| Scientific / Common | *Gazania* spp.<br>Gazania,<br>Treasure Flower | *Gloriosa* spp.<br>Gloriosa Lily | *Haemanthus multiflorus*<br>Blood Lily | *Hedychium* spp.,<br>hybrids and cvs.<br>Butterfly Lily, Butterfly Ginger |
|---|---|---|---|---|
| Reg/Native | N C S 8b-11 No | N C S 8-10 No | N C S 8-11 No | N C S 8b-11 No |
| G, H, S | 1/2-1⇧ 1-2⇨ | Fast 2-8⇧ 2-8⇨ | Slow 1 1/2⇧ 1⇨ | Fast 4-8⇧ 2-4⇨ |
| Soil pH, Txt | ○ ● ● ○ Any | ○ ● ● ○ S/C | ○ ● ● ○ S/L | ○ ● ● ○ S/L |
| Soil Mst, Drgt | High | Medium | Medium | Low |
| Light/Best Salt | M | U | U | M |
| Wildlife | | | | |
| | yellow/orange/red, summer flowers; roots may rot from overwatering | crimson/yellow-orange, spring through summer flowers; grows well on trellises | also known as *Scadoxus multiflorus*; red, summer flowers | white/yellow/red, spring flowers; thrives in boggy soils |

| Scientific / Common | *Helianthus angustifolius*<br>Swamp Sunflower,<br>Narrowleaf Sunflower | *Helianthus debilis*<br>Beach Sunflower | *Heliconia* spp.<br>Heliconia | *Heliotropium angiospermum*<br>Scorpion Tail |
|---|---|---|---|---|
| Reg/Native | N C S 8b-10 Yes | N C S 8b-11 Yes | S 10b-11 No | N C S 8-11 Yes |
| G, H, S | Fast 2-4⇧ 2-4⇨ | Fast 1-4⇧ 2-4⇨ | Fast 2-15⇧ 3-6⇨ | 1-2⇧ 1-2⇨ |
| Soil pH, Txt | ● ● ● ○ Any | ● ● ● ○ S/L | ● ● ● ● Any | ● ● ● ● Any |
| Soil Mst, Drgt | Medium | High | None | High |
| Light/Best Salt | H | H | L-N | L-N |
| Wildlife | | | | |
| | perennial, yellow/brown, fall flowers | perennial; yellow/purple, year-round flowers; good groundcover for beaches and dune stabilization; develops fungus if planted in wet areas | year-round flowers vary | evergreen; white, year-round flowers; seedlings volunteer readily |



*Hemerocallis* spp.
Daylily

| | | |
|---|---|---|
| N C S | 8-10 | No |
| Fast | 1-3⇧ 1-2⇨ | |
| ● ● ● ○ | | Any |
| | | Medium |
| | | H |

many cultivars; summer flowers vary; susceptible to diseases



*Hippeastrum* spp.
and hybrids
Amaryllis

| | | |
|---|---|---|
| N C S | 8-10 | No |
| | 1-3⇧ 1-3⇨ | |
| ○ ● ● ○ | | Any |
| | | Medium |
| | | L-N |

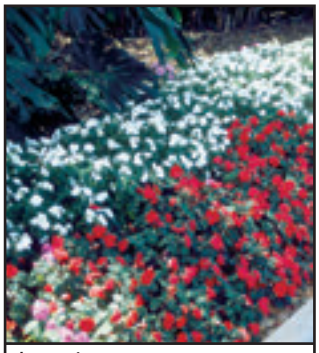
large red/white, spring flowers in clusters of two to five; semi-evergreen



*Hymenocallis* spp.
Spider Lily

| | | |
|---|---|---|
| N C S | 8-11 | Var. |
| Fast | 1-3⇧ 3-5⇨ | |
| ● ● ● ○ | | Any |
| | | High |
| | | H |

region depends on species - choose species adapted to your area; white/yellow, spring through fall flowers



*Impatiens* spp.
Impatiens

| | | |
|---|---|---|
| N C S | 8-11 | No |
| | 1/2-1⇧ 1⇨ | |
| ○ ● ● ○ | | Any |
| | | High |
| | | L-N |

annual with brilliantly marked foliage and ability to tolerate great amounts of sun; flowers vary



*Iris hexagona*
Louisiana Iris,
Blue Flag Iris

| | | |
|---|---|---|
| N C S | 8-10 | No |
| | 2-5⇧ 1/2⇨ | |
| ● ● ○ ○ | | S/L |
| | | Low |
| | | L-N |

purple, spring flowers; flowers best in full sun; good for rain gardens



*Iris virginica*
Virginia Iris,
Blue Flag Iris

| | | |
|---|---|---|
| N C S | 8b-11 | Yes |
| | 4-7⇧ 1-3⇨ | |
| ● ● ○ ○ | | Any |
| | | Medium |
| | | L-N |

textured, light-green foliage emerging in dense clumps; lavender, spring flowers; good for rain gardens



*Justicia brandegeana*
Shrimp Plant

| | | |
|---|---|---|
| N C S | 8b-11 | No |
| Fast | 2-6⇧ 2-4⇨ | |
| ● ● ● ○ | | Any |
| | | Medium |
| | | L-N |

white, summer flowers; susceptible to pests and freezes



*Justicia carnea*
Jacobinia,
Flamingo Plant

| | | |
|---|---|---|
| N C S | 8b-11 | No |
| Slow | 3-6⇧ 2-3⇨ | |
| ● ● ● ○ | | Any |
| | | Low |
| | | L-N |

evergreen; summer through fall flowers vary; susceptible to pests, diseases, and freezes

| Scientific / Common | Reg/Native | G, H, S | Soil pH, Txt | Soil Mst, Drgt | Light/Best Salt | Wildlife | |
|---|---|---|---|---|---|---|---|
| *Justicia spicigera*<br>Orange Plum | S 10b-11 No | Fast 5⇧ 3-5⇨ | ●●●● Any | Low | L-N | | orange; summer flowers |
| *Kaempferia* spp.<br>Peacock Ginger | N C S 8-10 No | Fast 2⇧ 1-4⇨ | ○●●○ C/L | Medium | L-N | | intricate foliage patterns in colors of burgundy and bronze; small, four-petaled, violet to purple flowers |
| *Kalanchoe blossfeldiana*<br>Kalanchoe,<br>Madagascar Widow's Thrill | S 10-11 No | Slow ½-1⇧ ½-1⇨ | ○●●○ S/L | High | M | | succulent; dark green with scallop edged leaves; pink/red/yellow, winter through spring flowers |
| *Lantana involucrata*<br>Wild Sage,<br>Buttonsage | C S 9-11 Yes | Fast 2-5⇧ 1-5⇨ | ●●●○ S/L | Medium | H | | white, year-round flowers |
| *Leonotis leonurus*<br>Lion's Ear | C S 9-11 No | Fast 4-5⇧ 2-3⇨ | ○●●○ Any | High | H | | orange/red, summer through winter flowers |
| *Liatris* spp.<br>Blazing Star | N C S 8-10b Var. | 3⇧ ½-1⇨ | ○●●○ Any | Medium | L-N | | lavender/pink/white, summer through fall flowers |
| *Liriope muscari* and cvs.<br>Liriope, Monkey Grass,<br>Lily Turf, Border Grass | N C 8-9 No | ½-1⇧ 1-2⇨ | ●●●● Any | Medium | M | | purple, summer flowers; forms a solid groundcover in a few years; variegated cultivar is damaged by frost; susceptible to pests |
| *Lycoris* spp.<br>Hurricane Lily | N C 8-9 No | 1½⇧ 1⇨ | ○●●○ Any | Medium | L-N | | flower after heavy summer rains; yellow/red/pink, early fall flowers |



*Musa* spp.
Banana

| | | |
|---|---|---|
| C S | 9b-11 | No |
| Fast | 7-30⇧ 10-15⇨ | |
| ●●●● | | Any |
| | | Low |
| | | L-N |

edible fruit; showy purple or orange flowers; needs regular watering; susceptible to disease, pests, and frost



*Neomarica gracilis*
Walking Iris

| | | |
|---|---|---|
| N C S | 8b-11 | No |
| | 2-3⇧ 2-3⇨ | |
| ○●●○ | | Any |
| | | Low |
| | | L-N |

clumping herbaceous perennial; white/blue, spring through fall flowers



*Odontonema strictum*
Firespike

| | | |
|---|---|---|
| N C S | 8b-11 | No |
| | 2-6⇧ 2-3⇨ | |
| ○●●○ | | S/L |
| | | Medium |
| | | L-N |

herbaceous perennial; red, fall through winter flowers



*Osmunda cinnamomea*
Cinnamon Fern

| | | |
|---|---|---|
| N C S | 8-10 | Yes |
| Slow | 2-5⇧ 3-4⇨ | |
| ●●○○ | | C/L |
| | | Low |
| | | L-N |

deciduous, shrub-like fern; good plant for retention ponds, swales and canal banks



*Osmunda regalis*
Royal Fern

| | | |
|---|---|---|
| N C S | 8-10 | Yes |
| | 6-7⇧ 6-7⇨ | |
| ●●○○ | | Loam |
| | | Low |
| | | L-N |

requires night temperature of 45° F to stay green; susceptible to pests; may be less attractive during winter dormancy



*Pachystachys lutea*
Golden Shrimp Plant

| | | |
|---|---|---|
| C S | 9b-11 | No |
| | 2-3⇧ 2-3⇨ | |
| ○●●○ | | Any |
| | | Low |
| | | L-N |

yellow, spring through fall flowers



*Pentas lanceolata*
Pentas, Starflower

| | | |
|---|---|---|
| N C S | 8b-11 | No |
| Fast | 2-4⇧ 2-3⇨ | |
| ○●●○ | | Any |
| | | Medium |
| | | M |

many cultivars; red/pink/white/lilac, summer flowers; susceptible to freeze damage

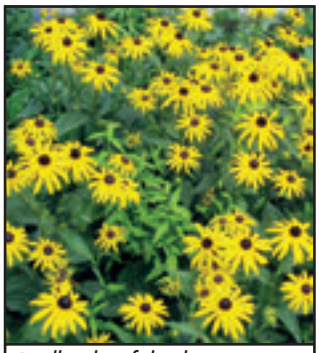


*Philodendron* spp. and cvs.
Philodendron

| | | |
|---|---|---|
| C S | 8b-11 | No |
| Fast | 1-12⇧ 2-15⇨ | |
| ○●●○ | | Any |
| | | Medium |
| | | L-N |

select species based on site conditions; check with your local Extension office before final species selection

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Phlox divaricata*<br>Blue Phlox | *Plectranthus* spp.<br>Plectranthus | *Plumbago auriculata* cvs.<br>Plumbago | *Pteridium aquilinum*<br>Bracken Fern |
| **Reg/Native** | N C S 8-11 No | N C S 8-11 No | C S 9-11 No | N C S 8-11 Yes |
| **G, H, S** | Fast 1-3⇧ 1-3⇨ | Fast 1-5⇧ 1-4⇨ | Fast 6-10⇧ 8-10⇨ | 3-6⇧ 2-3⇨ |
| **Soil pH, Txt** | ●●●○ Any | ○●●○ S/L | ●●●○ Any | ●●●○ S/L |
| **Soil Mst, Drgt** | Medium | Medium | Medium | Medium |
| **Light/Best Salt** | L-N | L-N | L-N | L-N |
| **Wildlife** | | | | |
| | purple, summer flowers | flowers vary; 'Mona Lavender' was FNGLA Plant of the Year in 2004 | blue/white, year-round flowers; susceptible to pests and freezes | fronds triangular in outline |

| | | | | |
|---|---|---|---|---|
| |  |  |  |  |
| **Scientific**<br>**Common** | *Rudbeckia fulgida*<br>Rudbeckia | *Rudbeckia hirta*<br>Black-Eyed Susan | *Salvia* spp.<br>Salvia, Sage | *Sisyrinchium angustifolium*<br>Blue-eyed Grass |
| **Reg/Native** | N C 8-9 Yes | N C 8-9 Yes | N C S 8a-11 Var. | N C S 8-11 Yes |
| **G, H, S** | Fast 3⇧ 3⇨ | 2-3⇧ 1-2⇨ | Fast 1-8⇧ 1-10⇨ | Fast ½-1½⇧ ½-1½⇨ |
| **Soil pH, Txt** | ○●●○ S/L | ○●●○ Any | ○●●○ S | ●●●○ Any |
| **Soil Mst, Drgt** | Low | Medium | Medium | Medium |
| **Light/Best Salt** | L-N | L-N | L-N | L-N |
| **Wildlife** | | | | |
| | showy, daisy-like flower; produces masses of golden color all summer | large, yellow-orange to red-dish-orange, summer flowers; does not tolerate prolonged, wet weather | flowers vary | blue, spring flowers |



*Solenostemon scuttellarioides*
Coleus

| | | |
|---|---|---|
| N C S | 8-11 | No |
| Fast | 1-3⇧ 1-3⇨ | |
| ○ ● ● ○ | | Any |
| | | Low |
| | | L-N |

purple, summer flowers; many cultivars; 'Hurricane Louise' was FNGLA Plant of the Year in 2005; susceptible to pests and diseases



*Solidago* spp.
Goldenrod

| | | |
|---|---|---|
| N C S | 8-10 | Var. |
| | 2-6⇧ ½-2⇨ | |
| ● ● ● ○ | | S |
| | | High |
| | | H |

yellow, summer through fall flowers; some species form large colonies; *Solidago oduro* is the Florida native



*Sphaeropteris cooperi*
Australian Tree Fern

| | | |
|---|---|---|
| S | 10b-11 | No |
| Slow | 12-18⇧ 8-15⇨ | |
| ○ ● ● ○ | | S/L |
| | | Low |
| | | L-N |

also known as *Alsophila cooperi*; single-trunked, giant fern



*Sprekelia formosissima*
Aztec Lily, Jacobean Lily, St. James Lily

| | | |
|---|---|---|
| N C S | 8-10b | No |
| Fast | 1-2⇧ 1-2⇨ | |
| ○ ● ● ○ | | S/L |
| | | Low |
| | | M |

red, spring through summer flowers



*Stachytarpheta* spp.
Porterweed

| | | |
|---|---|---|
| N C S | 8-11 | Var. |
| Fast | 2-8⇧ 3-4⇨ | |
| ○ ● ● ○ | | Any |
| | | Medium |
| | | M |

flowers vary



*Stokesia laevis*
Stokes' Aster

| | | |
|---|---|---|
| N C | 8-9 | Yes |
| Fast | 1-2⇧ 1-2⇨ | |
| ● ● ○ ○ | | S/L |
| | | High |
| | | L-N |

blue/white, summer flowers; many cultivars



*Tulbaghia violacea*
Society Garlic

| | | |
|---|---|---|
| N C S | 8a-11 | No |
| | 1-2⇧ 1-2⇨ | |
| ○ ● ● ○ | | S/L |
| | | High |
| | | L-N |

lavender, spring through fall flowers; plant has strong garlic scent



*Zephyranthes* spp.
Rain Lily,
Zephyr Lily

| | | |
|---|---|---|
| N C S | 8-11 | Var. |
| Fast | ½-1⇧ ½-1⇨ | |
| ● ● ● ○ | | Any |
| | | Medium |
| | | M |

white/yellow/pink/red, spring through fall flowers; susceptible to pests



| | | | |
|---|---|---|---|
| ***Scientific*** | *Zingiber zerumbet* | | |
| **Common** | Pine Cone Ginger | | |
| **Reg/Native** | N C S | 8-11 | No |
| **G, H, S** | | 4-7⇧ 4-6⇨ | |
| **Soil pH, Txt** | ● ● ● ○ | | Any |
| **Soil Mst, Drgt** | | | Medium |
| **Light/Best Salt** | | | M |
| **Wildlife** | | | |

red, fragrant, fall flowers; tolerates occasionally wet soil



*Ageratum* spp.
Ageratum

| | | |
|---|---|---|
| N C S | 8-11 | No |
| | ½-1⇧ ½-1⇨ | |
| ○ ● ● ○ | | Any |
| | | Low |
| | | L-N |

many cultivars; purple/white, year-round flowers



*Amaranthus* spp.
Amaranth

| | | |
|---|---|---|
| N C S | 8-11 | Var. |
| Fast | 1-2⇧ 1-2⇨ | |
| ○ ● ● ○ | | Any |
| | | Medium |
| | | M |

many cultivars; attractive foliage; inconspicuous flowers



*Angelonia angustifolia*
Angelonia

| | | |
|---|---|---|
| N C S | 9-11 | No |
| Fast | 1-3⇧ 1-3⇨ | |
| ○ ● ● ○ | | Any |
| | | Medium |
| | | U |

white and/or blue, summer flowers



*Begonia* X*semperflorens-cultorum*
Wax Begonia

| | | |
|---|---|---|
| N C S | 8-11 | No |
| Slow | ½-1⇧ ½-1⇨ | |
| ○ ● ● ○ | | Any |
| | | Low |
| | | L-N |

flowers vary; annual in North and Central regions; susceptible to pests and diseases



*Caladium* X*hortulanum*
Caladium

| | | |
|---|---|---|
| N C S | 8-11 | No |
| Fast | 1-2⇧ 1-2⇨ | |
| ○ ● ● ○ | | Any |
| | | Medium |
| | | L-N |

good container plant; attractive foliage (red/rose/pink/white/silver/bronze/green); leaves die back in the fall; goes dormant; susceptible to pests and diseases



*Calendula* spp.
Pot Marigold

| | | |
|---|---|---|
| N C S | 8-11 | No |
| Fast | 1-1½⇧ 1-1½⇨ | |
| ○ ● ● ○ | | Any |
| | | Low |
| | | M |

yellow/orange, winter through spring flowers



*Catharanthus roseus*
Periwinkle, Madagascar
Periwinkle, Vinca

| | | |
|---|---|---|
| C S | 9b-11 | No |
| | 1-2⇧ 1-2⇨ | |
| ○ ● ● ○ | | Any |
| | | High |
| | | M |

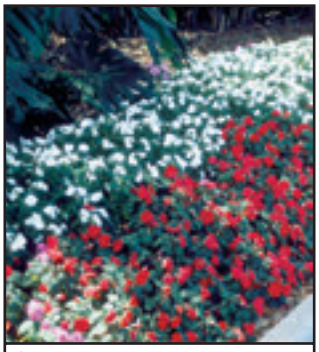
white/pink/purple, year-round flowers; susceptible to micronutrient deficiencies/disease with too much moisture; caution - may be invasive in South Florida



*Celosia* spp.
Celosia

| | | |
|---|---|---|
| N C S | 8-11 | No |
| Fast | ½-2⇧ ½-1⇨ | |
| ○ ● ● ○ | | Any |
| | | Low |
| | | L-N |

many cultivars; summer flowers vary

| | | | | |
|---|---|---|---|---|
|  |  |  |  | |
| ***Scientific*** **Common** | *Coreopsis* spp.<br>Tickseed, Coreopsis | *Gazania* spp.<br>Gazania,<br>Treasure Flower | *Impatiens* spp.<br>Impatiens | *Justicia brandegeana*<br>Shrimp Plant |
| **Reg/Native** | N C S 8a-10b Var. | N C S 8b-11 No | N C S 8-11 No | N C S 8b-11 No |
| **G, H, S** | Fast 1-4⇧ 1-3⇨ | ½-1⇧ 1-2⇨ | ½-1⇧ 1⇨ | Fast 2-6⇧ 2-4⇨ |
| **Soil pH, Txt** | ●●○○ Any | ○●●○ Any | ○●●○ Any | ●●●○ Any |
| **Soil Mst, Drgt** | High | High | None | Medium |
| **Light/Best Salt** | M | M | L-N | L-N |
| **Wildlife** | | | | |
| | Florida's state wildflower; orange/yellow, summer flowers; may be annual or short-lived perennial, depending on species | yellow/orange/red, summer flowers; roots may rot from overwatering | annual with brilliantly marked foliage and ability to tolerate great amounts of sun; flowers vary | white, summer flowers; susceptible to pests and freezes |
|  |  |  |  | |
| ***Scientific*** **Common** | *Justicia carnea*<br>Jacobinia,<br>Flamingo Plant | *Justicia spicigera*<br>Orange Plum | *Lobularia maritima*<br>Sweet Alyssum | *Monarda punctata*<br>Spotted Horsemint, Dotted Horsemint, Spotted Beebalm |
| **Reg/Native** | N C S 8b-11 No | S 10b-11 No | N C S 8-11 No | N C 8b-9 Yes |
| **G, H, S** | Slow 3-6⇧ 2-3⇨ | Fast 5⇧ 3-5⇨ | ½-1⇧ ½-1⇨ | Fast 1-3⇧ 2-4⇨ |
| **Soil pH, Txt** | ●●●○ Any | ●●●● Any | ●●●○ Any | ○●●○ Any |
| **Soil Mst, Drgt** | Low | Low | Medium | Medium |
| **Light/Best Salt** | L-N | L-N | L-N | H |
| **Wildlife** | | | | |
| | evergreen; summer through fall flowers vary; susceptible to pests, diseases, and freezes | orange; summer flowers | purple/white/pink, winter flowers; tolerates light frost | pink, summer through fall flowers |



*Pachystachys lutea*
Golden Shrimp Plant

| | | | |
|---|---|---|---|
| C | S | 9b-11 | No |
| | | 2-3⇧ 2-3⇨ | |
| ○ ● ● ○ | | | Any |
| | | | Low |
| | | | L-N |

yellow, spring through fall flowers



*Pentas lanceolata*
Pentas, Starflower

| | | | |
|---|---|---|---|
| N | C | S | 8b-11 | No |
| Fast | | 2-4⇧ 2-3⇨ | |
| ○ ● ● ○ | | | Any |
| | | | Medium |
| | | | M |

many cultivars; red/pink/white/lilac, summer flowers; susceptible to freeze damage



*Petunia Xhybrida*
Petunia

| | | | |
|---|---|---|---|
| N | C | S | 8-11 | No |
| Fast | | ½-1½⇧ 1⇨ | |
| ○ ● ● ○ | | | Any |
| | | | Low |
| | | | M |

many flower colors, in fall through spring; can be grown as perennial in South Florida; susceptible to pests and diseases



*Rudbeckia fulgida*
Rudbeckia

| | | | |
|---|---|---|---|
| N | C | 8-9 | Yes |
| Fast | | 3⇧ 3⇨ | |
| ○ ● ● ○ | | | S/L |
| | | | Low |
| | | | L-N |

showy, daisy-like flower; produces masses of golden color all summer



*Rudbeckia hirta*
Black-Eyed Susan

| | | | |
|---|---|---|---|
| N | C | 8-9 | Yes |
| | | 2-3⇧ 1-2⇨ | |
| ○ ● ● ○ | | | Any |
| | | | Medium |
| | | | L-N |

large, yellow-orange to red-dish-orange, summer flowers; does not tolerate prolonged, wet weather



*Solenostemon scuttellarioides*
Coleus

| | | | |
|---|---|---|---|
| N | C | S | 8-11 | No |
| Fast | | 1-3⇧ 1-3⇨ | |
| ○ ● ● ○ | | | Any |
| | | | Low |
| | | | L-N |

purple, summer flowers; many cultivars; 'Hurricane Louise' was FNGLA Plant of the Year in 2005; susceptible to pests and diseases



*Tagetes* spp.
Marigold

| | | | |
|---|---|---|---|
| N | C | S | 8-11 | No |
| Fast | | 1-3⇧ 1⇨ | |
| ○ ● ● ○ | | | S/L |
| | | | Medium |
| | | | L-N |

flowers vary



*Tithonia rotundiflora*
Mexican Sunflower

| | | | |
|---|---|---|---|
| N | C | S | 8-10 | No |
| Fast | | 5-6⇧ 3-4⇨ | |
| ○ ● ● ○ | | | Any |
| | | | High |
| | | | U |

red/orange, summer flowers









| | | | | |
|---|---|---|---|---|
| ***Scientific*** **Common** | *Torenia fournieri* Wishbone Flower | *Viola* spp. Violet, Johnny-jump-up | *Viola Xwittrockiana* Pansy | *Zinnia* hybrids Zinnia |
| **Reg/Native** | N C S 8-11 No | N C 8-9 Var. | N C S 8-11 No | N C S 8-11 No |
| **G, H, S** | 1/2-1 1/2⇧ 1-1 1/2⇨ | Fast 1/2-1⇧ 1/2-1⇨ | Slow 1/2-1⇧ 1/2-1⇨ | Fast 1/2-3⇧ 1⇨ |
| **Soil pH, Txt** | ○ ● ● ○ S/L | ○ ● ● ○ S/L | ○ ● ● ○ Any | ○ ● ● ○ Any |
| **Soil Mst, Drgt** | Low | Low | Low | High |
| **Light/Best Salt** | L-N | L-N | L-N | L-N |
| **Wildlife** | | | | |
| | lavender/pink/blue/white, spring through fall flowers; susceptible to pests | cold hardy annual | many cultivars; year-round flowers vary; needs regular watering in warm weather | many varieties with wide range of flower colors and sizes, year-round flowering; susceptible to pests and diseases |

## LEGEND FOR TURFGRASS

MOWING HT: Mowing turf below the recommended height can stress the grass and subject it to invasion by weeds.

LEAF: Fine, Medium, Coarse, Fine-Medium, Coarse-Medium (Relative measure of leaf blade width. Texture is merely a visual preference.)

MAINT. LEVEL: Low, Medium, High, Medium-High (Amount of fertilization, irrigation, and mowing required.)

SOIL pH: Any, Acid (Ideal soil pH and texture for healthy turf.)

DROUGHT TOLERANCE: Low, Medium, High (Measure of how well the turf will survive extended dry periods without irrigation or rainfall after it has been properly established.)

SALT: Low, Medium, High, None (Ability to thrive when subjected to salt stress from irrigation water, saltwater intrusion, or salt spray from the ocean.)

SHADE: Low, Medium, High (Ability to thrive when exposed to shade.)

ESTABLISHMENT METHODS: Sod, Sprigs, Plugs, Seed (A quality lawn can be established by any method listed if the site is properly prepared and maintained.)

| | | | | |
|---|---|---|---|---|
| |  |  |  |
| ***Scientific*** **Common** | *Cynodon dactylon* Bermudagrass | *Eremochloa ophiuroides* Centipedegrass | *Paspalum notatum* Bahiagrass |
| **Mw Ht/Leaf/Mnt Lv** | 1-2 in. / F-M / M-H | 1.5-2 in. / M / Low | 3-4 in. / C-M / Low |
| **Soil pH/Drgt/Slt/Sh** | Any / Medium / M / L | Acid / Medium / L / M | Acid / High / N / L |
| **Estab. Methods** | Sod, sprigs, plugs, some seed | Sod, sprigs, plugs, seed | Sod, seed |
| | adapted to entire state; medium wear tolerance; low nematode tolerance | adapted to North Florida and the Panhandle; low wear tolerance; low nematode tolerance | adapted to entire state; low wear tolerance; high nematode tolerance |

| | | | |
|---|---|---|---|
| |  |  |  |
| ***Scientific*** **Common** | *Stenotaphrum secundatum* St. Augustinegrass 'Semi-dwarf cvs.' | *Stenotaphrum secundatum* St. Augustinegrass 'Standard height cvs.' | *Zoysia japonica* Zoysiagrass |
| **Mw Ht/Leaf/Mnt Lv** | 2-2.5 in. / C-M / Medium | 3.5-4 in. / C-M / Medium | 2-2.5in. / F-M / High |
| **Soil pH/Drgt/Slt/Sh** | Any / Low / M / V | Any / Low / M / V | Any / Medium / M / V |
| **Estab. Methods** | Sod, sprigs, plugs | Sod, sprigs, plugs | Sod, sprigs, plugs |
| | adapted to entire state; low wear tolerance; medium nematode tolerance; shade tolerance varies depending on cultivar selection | adapted to entire state; low wear tolerance; medium nematode tolerance; shade tolerance varies depending on cultivar selection | adapted to entire state; medium wear tolerance; low nematode tolerance; shade tolerance varies depending on cultivar selection |

# PLANT INDEX


| COMMON NAME | SCIENTIFIC NAME | PAGE | PLANT TYPE |
|---|---|---|---|
| African Iris | *Dietes iridoides* | 86 | Perennial |
| Ageratum | *Ageratum* spp. | 95 | Annuals |
| Alexander Palm | *Ptychosperma elegans* | 78 | Palm or Palm-Like |
| Algerian Ivy | *Hedera canariensis* | 68 | Vine |
| Algerian Ivy | *Hedera canariensis* | 71 | Groundcover |
| Aloe | *Aloe* spp. | 64 | Small Shrub |
| Aloe | *Aloe* spp. | 83 | Perennial |
| Amaranth | *Amaranthus* spp. | 95 | Annuals |
| Amaryllis | *Hippeastrum* spp. | 89 | Perennial |
| American Elm | *Ulmus americana* | 37 | Large Tree |
| American Holly | *Ilex opaca* | 40 | Medium Tree |
| American Hophornbeam | *Ostrya virginiana* | 40 | Medium Tree |
| American Hornbeam | *Carpinus caroliniana* | 38 | Medium Tree |
| American Wisteria | *Wisteria frutescens* | 69 | Vine |
| Angelonia | *Angelonia angustifolia* | 84 | Perennial |
| Angelonia | *Angelonia angustifolia* | 95 | Annuals |
| Angel's Trumpet | *Brugmansia Xcandida* | 52 | Large Shrub |
| Arizona Cypress | *Cupressus arizonica* var. | 39 | Medium Tree |
| Asiatic Jasmine | *Trachelospermum asiaticum* | 73 | Groundcover |
| Australian Tree Fern | *Sphaeropteris cooperi* | 82 | Fern |
| Australian Tree Fern | *Sphaeropteris cooperi* | 93 | Perennial |
| Autumn Fern | *Dryopteris* spp. | 70 | Groundcover |
| Autumn Fern | *Dryopteris* spp. | 81 | Fern |
| Autumn Fern | *Dryopteris* spp. | 87 | Perennial |
| Avocado | *Persea americana* | 34 | Large Tree |
| Awabuki Viburnum | *Viburnum odoratissimum* | 49 | Small Tree |
| Awabuki Viburnum | *Viburnum odoratissimum* var. *awabuki* | 63 | Large Shrub |
| Azalea | *Rhododendron* cvs. | 61 | Large Shrub |
| Aztec Lily | *Sprekelia formosissima* | 93 | Perennial |
| Bahiagrass | *Paspalum notatum* | 99 | Turfgrass |
| Bamboo | *Bambusa* spp. | 51 | Large Shrub |
| Bamboo Cycad | *Ceratozamia hildae* | 76 | Palm or Palm-Like |
| Banana | *Musa* spp. | 46 | Small Tree |
| Banana | *Musa* spp. | 59 | Large Shrub |
| Banana | *Musa* spp. | 91 | Perennial |
| Banana Shrub | *Magnolia figo* | 46 | Small Tree |
| Bay Cedar | *Suriana maritima* | 61 | Large Shrub |
| Beach Sunflower | *Helianthus debilis* | 88 | Perennial |
| Beautyberry | *Callicarpa americana* | 52 | Large Shrub |
| Bermudagrass | *Cynodon dactylon* | 99 | Turfgrass |
| Bird of Paradise | *Strelitzia reginae* | 66 | Small Shrub |
| Bismarck Palm | *Bismarckia nobilis* | 76 | Palm or Palm-Like |
| Black Mangrove | *Avicennia germinans* | 38 | Medium Tree |
| Black Olive | *Bucida buceras* | 32 | Large Tree |
| Blackberry Lily | *Belamcanda chinensis* | 84 | Perennial |
| Black-Eyed Susan | *Rudbeckia hirta* | 97 | Annuals |
| Black-Eyed Susan | *Rudbeckia hirta* | 92 | Perennial |
| Black-Eyed Susan Vine | *Thunbergia alata* | 69 | Vine |
| Blanket Flower | *Gaillardia pulchella* | 87 | Perennial |
| Blazing Star | *Liatris* spp. | 90 | Perennial |

| COMMON NAME | SCIENTIFIC NAME | PAGE | PLANT TYPE |
|---|---|---|---|
| Blood Lily | *Haemanthus multiflorus* | 88 | Perennial |
| Blue Daze | *Evolvulus glomeratus* | 71 | Groundcover |
| Blue Daze | *Evolvulus glomeratus* | 87 | Perennial |
| Blue Phlox | *Phlox divaricata* | 92 | Perennial |
| Blue-Eyed Grass | *Sisyrinchium angustifolium* | 92 | Perennial |
| Bluestem Grass | *Andropogon* spp. | 74 | Grass |
| Bluff Oak | *Quercus austrina* | 36 | Large Tree |
| Bottlebrush | *Callistemon* spp. | 43 | Small Tree |
| Bottlebrush | *Callistemon* spp. | 52 | Large Shrub |
| Bougainvillea | *Bougainvillea* cvs. | 67 | Vine |
| Bower Vine | *Pandorea jasminoides* | 69 | Vine |
| Boxthorn | *Severinia buxifolia* | 61 | Large Shrub |
| Bracken Fern | *Pteridium aquilinum* | 82 | Fern |
| Bracken Fern | *Pteridium aquilinum* | 92 | Perennial |
| Brittle Thatch Palm | *Thrinax morrisii* | 79 | Palm or Palm-Like |
| Bromeliads | *Bromeliaceae genera* | 85 | Perennial |
| Buccaneer Palm | *Pseudophoenix sargentii* | 78 | Palm or Palm-Like |
| Buckthorn | *Sideroxylon* spp. | 48 | Small Tree |
| Bugleweed | *Ajuga reptans* | 70 | Groundcover |
| Bugleweed | *Ajuga reptans* | 83 | Perennial |
| Bulbine | *Bulbine frutescens* | 85 | Perennial |
| Bush Allamanda | *Allamanda neriifolia* | 50 | Large Shrub |
| Bush Daisy | *Gamolepis* spp. | 64 | Small Shrub |
| Bush Daisy | *Euryops* spp. | 87 | Perennial |
| Butterfly Bush | *Buddleja lindleyana* | 52 | Large Shrub |
| Butterfly Lily | *Hedychium* spp. | 88 | Perennial |
| Buttonbush | *Cephalanthus occidentalis* | 43 | Small Tree |
| Buttonbush | *Cephalanthus occidentalis* | 53 | Large Shrub |
| Buttonwood | *Conocarpus erectus* | 32 | Large Tree |
| Buttonwood | *Conocarpus erectus* | 54 | Large Shrub |
| Cabbage Palm | *Sabal palmetto* | 79 | Palm or Palm-Like |
| Caladium | *Caladium Xhortulanum* | 85 | Perennial |
| Caladium | *Caladium Xhortulanum* | 95 | Annuals |
| Camellia | *Camellia japonica* | 43 | Small Tree |
| Camellia | *Camellia japonica* | 53 | Large Shrub |
| Canna Lily | *Canna* spp. | 85 | Perennial |
| Cardboard Plant | *Zamia furfuracea* | 73 | Groundcover |
| Cardboard Plant | *Zamia furfuracea* | 80 | Palm or Palm-Like |
| Carolina Allspice | *Calycanthus floridus* | 52 | Large Shrub |
| Carolina Buckthorn | *Rhamnus caroliniana* | 60 | Large Shrub |
| Carolina Jessamine | *Gelsemium sempervirens* | 68 | Vine |
| Carolina Silverbell | *Halesia carolina* | 33 | Large Tree |
| Carpentaria Palm | *Carpentaria acuminata* | 38 | Medium Tree |
| Carpentaria Palm | *Carpentaria acuminata* | 76 | Palm or Palm-Like |
| Cast Iron Plant | *Aspidistra elatior* | 70 | Groundcover |
| Cast Iron Plant | *Aspidistra elatior* | 84 | Perennial |
| Cedar Elm | *Ulmus crassifolia* | 37 | Large Tree |
| Celosia | *Celosia* spp. | 95 | Annuals |
| Centipedegrass | *Eremochloa ophiuroides* | 99 | Turfgrass |
| Century Plant | *Agave* spp. | 50 | Large Shrub |
| Century Plant | *Agave* spp. | 83 | Perennial |
| Chaste Tree | *Vitex agnus-castus* | 63 | Large Shrub |

| COMMON NAME | SCIENTIFIC NAME | PAGE | PLANT TYPE |
|---|---|---|---|
| Chenille Plant | *Acalypha hispida* | 64 | Small Shrub |
| Chickasaw Plum | *Prunus angustifolia* | 48 | Small Tree |
| Chinese Elm | *Ulmus parvifolia* and cvs. | 37 | Large Tree |
| Chinese Fan Palm | *Livistona* spp. | 77 | Palm or Palm-Like |
| Chinese Fringetree | *Chionanthus retusus* | 44 | Small Tree |
| Chinese Holly | *Ilex cornuta* and cvs. | 45 | Small Tree |
| Chinese Holly | *Ilex cornuta* and cvs. | 57 | Large Shrub |
| Chinese Juniper | *Juniperus chinensis* and cvs. | 58 | Large Shrub |
| Christmas Senna | *Senna bicapsularis* | 61 | Large Shrub |
| Cinnamon Fern | *Osmunda cinnamomea* | 82 | Fern |
| Cinnamon Fern | *Osmunda cinnamomea* | 91 | Perennial |
| Cleyera | *Ternstroemia gymnanthera* | 62 | Large Shrub |
| Climbing Aster | *Aster carolinianus* | 67 | Vine |
| Climbing Hydrangea | *Decumaria barbara* | 67 | Vine |
| Cocoplum | *Chrysobalanus icaco* | 53 | Large Shrub |
| Coleus | *Solenostemon scuttellarioides* | 93 | Perennial |
| Coleus | *Solenostemon scuttellarioides* | 97 | Annuals |
| Common Witchhazel | *Hamamelis virginiana* | 56 | Large Shrub |
| Confederate Jasmine | *Trachelospermum jasminoides* | 69 | Vine |
| Coontie | *Zamia floridana* | 73 | Groundcover |
| Coontie | *Zamia floridana* | 80 | Palm or Palm-Like |
| Copper Leaf | *Acalypha wilkesiana* | 50 | Large Shrub |
| Coral Bean | *Erythrina herbacea* | 55 | Large Shrub |
| Cordgrass | *Spartina* spp. | 75 | Grasses |
| Crape Jasmine | *Tabernaemontana divaricata* | 61 | Large Shrub |
| Crapemyrtle | *Lagerstroemia indica* | 40 | Medium Tree |
| Creeping Fig | *Ficus pumila* | 67 | Vine |
| Creeping Juniper | *Juniperus horizontalis* and cvs. | 71 | Groundcover |
| Crinum Lily | *Crinum* spp. | 86 | Perennial |
| Cross Vine | *Bignonia capreolata* | 67 | Vine |
| Croton | *Codiaeum variegatum* | 54 | Large Shrub |
| Curcuma | *Curcuma* spp. | 86 | Perennial |
| Dahoon Holly | *Ilex cassine* and cvs. | 40 | Medium Tree |
| Date Palms | *Phoenix* spp. | 78 | Palm or Palm-Like |
| Daylily | *Hemerocallis* spp. | 89 | Perennial |
| Desert Cassia | *Senna polyphylla* | 48 | Small Tree |
| Desert Cassia | *Senna polyphylla* | 61 | Large Shrub |
| Devil's Walkingstick | *Aralia spinosa* | 42 | Small Tree |
| Devil's Walkingstick | *Aralia spinosa* | 51 | Large Shrub |
| Downy Jasmine | *Jasminum multiflorum* | 57 | Large Shrub |
| Downy Jasmine | *Jasminum multiflorum* | 68 | Vine |
| Dutchman's Pipe | *Aristolochia* spp. | 67 | Vine |
| Dwarf Chenille Plant | *Acalypha reptans* | 83 | Perennial |
| Dwarf Palmetto | *Sabal minor* | 61 | Large Shrub |
| Dwarf Palmetto | *Sabal minor* | 79 | Palm or Palm-Like |
| Dwarf Schefflera | *Heptapleurum arboricola* | 56 | Large Shrub |
| East Palatka Holly | *Ilex* X*attenuata* and cvs. | 39 | Medium Tree |
| Eastern Redbud | *Cercis canadensis* | 38 | Medium Tree |
| Elliott's Lovegrass | *Eragrostis elliottii* | 74 | Grass |
| English Dogwood | *Philadelphus inodorus* | 59 | Large Shrub |
| English Ivy | *Hedera helix* | 68 | Vine |
| English Ivy | *Hedera helix* | 71 | Groundcover |

| COMMON NAME | SCIENTIFIC NAME | PAGE | PLANT TYPE |
|---|---|---|---|
| European Fan Palm | *Chamaerops humilis* | 43 | Small Tree |
| European Fan Palm | *Chamaerops humilis* | 77 | Palm or Palm-Like |
| Evergreen Paspalum | *Paspalum quadrifarium* | 75 | Grass |
| Evergreen Wisteria | *Millettia reticulata* | 68 | Vine |
| Fakahatchee Grass | *Tripsacum dactyloides* | 75 | Grass |
| False Rosemary | *Conradina* spp. | 85 | Perennial |
| Fetterbush | *Lyonia lucida* | 65 | Small Shrub |
| Fiddlewood | *Citharexylum spinosum* | 44 | Small Tree |
| Fiddlewood | *Citharexylum spinosum* | 54 | Large Shrub |
| Firebush | *Hamelia patens* | 56 | Large Shrub |
| Firecracker Flower | *Crossandra* spp. | 86 | Perennial |
| Firecracker Plant | *Russelia equisetiformis* | 66 | Small Shrub |
| Firecracker Plant | *Russelia sarmentosa* | 66 | Small Shrub |
| Firespike | *Odontonema strictum* | 91 | Perennial |
| Firethorn | *Pyracantha coccinea* | 65 | Small Shrub |
| Fishtail Palm | *Caryota mitis* | 76 | Palm or Palm-Like |
| Flamingo Plant | *Justicia carnea* | 96 | Annuals |
| Flatwoods Plum | *Prunus umbellata* | 48 | Small Tree |
| Flax Lily | *Dianella* spp. | 86 | Perennial |
| Florida Flame Azalea | *Rhododendron austrinum* | 60 | Large Shrub |
| Florida Gama Grass | *Tripsacum floridana* | 75 | Grass |
| Florida Privet | *Forestiera segregata* | 45 | Small Tree |
| Florida Privet | *Forestiera segregata* | 55 | Large Shrub |
| Florida Thatch Palm | *Thrinax radiata* | 79 | Palm or Palm-Like |
| Floss-Silk Tree | *Chorisia speciosa* | 32 | Large Tree |
| Flowering Dogwood | *Cornus florida* | 44 | Small Tree |
| Formosa Palm | *Arenga engleri* | 42 | Small Tree |
| Formosa Palm | *Arenga engleri* | 76 | Palm or Palm-Like |
| Fortune's Mahonia | *Mahonia fortunei* | 65 | Small Shrub |
| Foxtail Palm | *Wodyetia bifurcata* | 80 | Palm or Palm-Like |
| Frangipani | *Plumeria rubra* | 47 | Small Tree |
| Fringetree | *Chionanthus virginicus* | 44 | Small Tree |
| Gallberry | *Ilex glabra* | 46 | Small Tree |
| Gardenia | *Gardenia jasminoides* | 55 | Large Shrub |
| Gazania | *Gazania* spp. | 88 | Perennial |
| Gazania | *Gazania* spp. | 96 | Annuals |
| Geiger Tree | *Cordia sebestena* | 39 | Medium Tree |
| Giant Bird of Paradise | *Strelitzia nicolai* | 61 | Large Shrub |
| Giant Sword Fern | *Nephrolepis biserrata* | 72 | Groundcover |
| Giant Sword Fern | *Nephrolepis biserrata* | 81 | Fern |
| Gloriosa Lily | *Gloriosa* spp. | 88 | Perennial |
| Glossy Abelia | *Abelia Xgrandiflora* | 50 | Large Shrub |
| Golden Creeper | *Ernodea littoralis* | 71 | Groundcover |
| Golden Dewdrop | *Duranta erecta* | 55 | Large Shrub |
| Golden Shower | *Cassia fistula* | 38 | Medium Tree |
| Golden Shrimp Plant | *Pachystachys lutea* | 91 | Perennial |
| Golden Shrimp Plant | *Pachystachys lutea* | 97 | Annuals |
| Goldenrod | *Solidago* spp. | 93 | Perennial |
| Green Ash | *Fraxinus pennsylvanica* | 33 | Large Tree |
| Groundsel Bush | *Baccharis halimifolia* | 42 | Small Tree |
| Groundsel Bush | *Baccharis halimifolia* | 51 | Large Shrub |
| Gumbo Limbo | *Bursera simaruba* | 38 | Medium Tree |

| COMMON NAME | SCIENTIFIC NAME | PAGE | PLANT TYPE |
|---|---|---|---|
| Hawthorn | *Crataegus* spp. | 39 | Medium Tree |
| Hawthorn | *Crataegus* spp. | 54 | Large Shrub |
| Heliconia | *Heliconia* spp. | 88 | Perennial |
| Hercules' Club | *Zanthoxylum clava-herculis* | 41 | Medium Tree |
| Hibiscus | *Hibiscus* spp. | 56 | Large Shrub |
| Hickories | *Carya* spp. | 32 | Large Tree |
| Holly Fern | *Cyrtomium falcatum* | 70 | Groundcover |
| Holly Fern | *Cyrtomium falcatum* | 81 | Fern |
| Honeysuckle | *Lonicera sempervirens* | 68 | Vine |
| Hopbush | *Dodonaea viscosa* | 45 | Small Tree |
| Hurricane Lily | *Lycoris* spp. | 90 | Perennial |
| Hydrangea | *Hydrangea macrophylla* | 56 | Large Shrub |
| Impatiens | *Impatiens* spp. | 89 | Perennial |
| Impatiens | *Impatiens* spp. | 96 | Annuals |
| Indian Hawthorn | *Raphiolepis* spp. and cvs. | 48 | Small Tree |
| Indian Hawthorn | *Raphiolepis* spp. and cvs. | 65 | Small Shrub |
| Inkberry | *Scaevola plumieri* | 73 | Groundcover |
| Ixora | *Ixora coccinea* | 65 | Small Shrub |
| Jaboticaba | *Myrciaria cauliflora* | 47 | Small Tree |
| Jacaranda | *Jacaranda mimosifolia* | 40 | Medium Tree |
| Jacobinia | *Justicia carnea* | 89 | Perennial |
| Jamaica Caper Tree | *Capparis cynophallophora* | 43 | Small Tree |
| Jamaica Caper Tree | *Capparis cynophallophora* | 53 | Large Shrub |
| Jamaican Dogwood | *Piscidia piscipula* | 35 | Large Tree |
| Japanese Aralia | *Fatsia japonica* | 55 | Large Shrub |
| Japanese Ardisia | *Ardisia japonica* | 70 | Groundcover |
| Japanese Barberry | *Berberis thunbergii* | 52 | Large Shrub |
| Japanese Blueberry | *Elaeocarpus decipiens* | 39 | Medium Tree |
| Japanese Plum Yew | *Cephalotaxus harringtonia* | 43 | Small Tree |
| Japanese Plum Yew | *Cephalotaxus harringtonia* | 53 | Large Shrub |
| Kalanchoe | *Kalanchoe blossfeldiana* | 90 | Perennial |
| Kentia Palm | *Howea forsterana* | 77 | Palm or Palm-Like |
| King's Mantle | *Thunbergia erecta* | 62 | Large Shrub |
| Lady of the Night | *Brunfelsia americana* | 64 | Small Shrub |
| Lady Palm | *Rhapis excelsa* | 78 | Palm or Palm-Like |
| Laurelleaf Snailseed | *Cocculus laurifolius* | 54 | Large Shrub |
| Leather Fern | *Acrostichum danaeifolium* | 50 | Large Shrub |
| Leather Fern | *Acrostichum danaeifolium* | 81 | Fern |
| Leather Fern | *Acrostichum danaeifolium* | 83 | Perennial |
| Leatherleaf Fern | *Rumohra adiantiformis* | 72 | Groundcover |
| Leatherleaf Fern | *Rumohra adiantiformis* | 82 | Fern |
| Lemongrass | *Cymbopogon citratus* | 74 | Grass |
| Ligustrum | *Ligustrum japonicum* and cvs. | 46 | Small Tree |
| Ligustrum | *Ligustrum japonicum* and cvs. | 58 | Large Shrub |
| Lily of the Nile | *Agapanthus africanus* | 83 | Perennial |
| Lion's Ear | *Leonotis leonurus* | 90 | Perennial |
| Liriope | *Liriope muscari* and cvs. | 72 | Groundcover |
| Liriope | *Liriope muscari* and cvs. | 90 | Perennial |
| Little Blue Stem Grass | *Schizachyrium scoparium* | 75 | Grass |
| Live Oak | *Quercus virginiana* | 36 | Large Tree |
| Loblolly Bay | *Gordonia lasianthus* | 33 | Large Tree |
| Loblolly Pine | *Pinus taeda* | 35 | Large Tree |

| COMMON NAME | SCIENTIFIC NAME | PAGE | PLANT TYPE |
|---|---|---|---|
| Longleaf Pine | *Pinus palustris* | 35 | Large Tree |
| Loquat | *Eriobotrya japonica* | 45 | Small Tree |
| Loropetalum | *Loropetalum chinense* and cvs. | 58 | Large Shrub |
| Louisiana Iris | *Iris hexagona* | 89 | Perennial |
| Lychee | *Litchi chinensis* | 34 | Large Tree |
| Macarthur Palm | *Ptychosperma macarthuri* | 78 | Palm or Palm-Like |
| Mahogany Fern | *Didymochlaena truncatula* | 81 | Fern |
| Mahogany Fern | *Didymochlaena truncatula* | 86 | Perennial |
| Majesty Palm | *Ravenea rivularis* | 78 | Palm or Palm-Like |
| Marigold | *Tagetes* spp. | 97 | Annuals |
| Marlberry | *Ardisia escallonioides* | 42 | Small Tree |
| Marlberry | *Ardisia escallonioides* | 51 | Large Shrub |
| Mary Nell Holly | *Ilex* X'Mary Nell' | 45 | Small Tree |
| Mary Nell Holly | *Ilex* X'Mary Nell' | 57 | Large Shrub |
| Maypop | *Passiflora incarnata* | 69 | Vine |
| Mexican Heather | *Cuphea hyssopifolia* | 86 | Perennial |
| Mexican Sago | *Dioon edule* | 77 | Palm or Palm-Like |
| Mexican Sunflower | *Tithonia rotundiflora* | 97 | Annuals |
| Milkweed | *Asclepias* spp. | 84 | Perennial |
| Miniature Fishtail Palm | *Chamaedorea* spp. | 77 | Palm or Palm-Like |
| Miniature Holly | *Malpighia coccigera* | 65 | Small Shrub |
| Mondo Grass | *Ophiopogon japonicus* and cvs. | 72 | Groundcover |
| Morning Glory | *Ipomoea* spp. | 68 | Vine |
| Muhly Grass | *Muhlenbergia capillaris* | 75 | Grass |
| Natal Plum | *Carissa macrocarpa* | 53 | Large Shrub |
| Natal Plum | *Carissa macrocarpa* | 64 | Small Shrub |
| Necklace Pod | *Sophora tomentosa* | 48 | Small Tree |
| Needle Palm | *Rhapidophyllum hystrix* | 78 | Palm or Palm-Like |
| Nellie R. Stevens Holly | *Ilex* X'Nellie R. Stevens' | 45 | Small Tree |
| Northern Slash Pine | *Pinus elliottii* var. *elliottii* | 35 | Large Tree |
| Nuttall Oak | *Quercus nuttallii* | 36 | Large Tree |
| Oakleaf Hydrangea | *Hydrangea quercifolia* | 56 | Large Shrub |
| Oleander | *Nerium oleander* | 59 | Large Shrub |
| Olive | *Olea europaea* | 47 | Small Tree |
| Orange Jessamine | *Cestrum aurantiacum* | 53 | Large Shrub |
| Orange Jessamine | *Murraya paniculata* | 58 | Large Shrub |
| Orange Plum | *Justicia spicigera* | 90 | Perennial |
| Orange Plum | *Justicia spicigera* | 96 | Annuals |
| Oregon Hollygrape | *Mahonia bealei* | 58 | Large Shrub |
| Overcup Oak | *Quercus lyrata* | 41 | Medium Tree |
| Panic Grass | *Panicum virgatum* and cvs. | 75 | Grass |
| Pansy | *Viola* Xwittrockiana | 98 | Annuals |
| Paradise Tree | *Simarouba glauca* | 36 | Large Tree |
| Paurotis Palm | *Acoelorrhaphe wrightii* | 76 | Palm or Palm-Like |
| Pawpaw | *Asimina* spp. | 51 | Large Shrub |
| Pawpaw | *Asimina* spp. | 84 | Perennial |
| Peacock Ginger | *Kaempferia* spp. | 90 | Perennial |
| Pentas | *Pentas lanceolata* | 91 | Perennial |
| Pentas | *Pentas lanceolata* | 97 | Annuals |
| Peregrina | *Jatropha integerrima* | 46 | Small Tree |
| Peregrina | *Jatropha integerrima* | 58 | Large Shrub |
| Perennial Peanut | *Arachis glabrata* | 70 | Groundcover |

| COMMON NAME | SCIENTIFIC NAME | PAGE | PLANT TYPE |
|---|---|---|---|
| Periwinkle | *Vinca major* | 73 | Groundcover |
| Periwinkle | *Catharanthus roseus* | 85 | Perennial |
| Periwinkle | *Catharanthus roseus* | 95 | Annuals |
| Petunia | *Petunia Xhybrida* | 97 | Annuals |
| Philodendron | *Philodendron* cvs. | 60 | Large Shrub |
| Philodendron | *Philodendron* spp. and cvs. | 91 | Perennial |
| Pigeonplum | *Coccoloba diversifolia* | 39 | Medium Tree |
| Pindo Palm | *Butia capitata* | 42 | Small Tree |
| Pindo Palm | *Butia capitata* | 76 | Palm or Palm-Like |
| Pine Cone Ginger | *Zingiber zerumbet* | 94 | Perennial |
| Pineapple Guava | *Acca sellowiana* | 50 | Large Shrub |
| Pink Allamanda | *Mandevilla* cvs. | 68 | Vine |
| Pink Powderpuff | *Calliandra emarginata* | 64 | Small Shrub |
| Pink Trumpet Tree | *Tabebuia heterophylla* | 41 | Medium Tree |
| Pinxter Azalea | *Rhododendron canescens* | 60 | Large Shrub |
| Pipestem | *Agarista populifolia* | 50 | Large Shrub |
| Pittosporum | *Pittosporum tobira* cvs. | 60 | Large Shrub |
| Plectranthus | *Plectranthus* spp. | 92 | Perennial |
| Plumbago | *Plumbago auriculata* cvs. | 92 | Perennial |
| Podocarpus | *Podocarpus macrophyllus* and cvs. | 47 | Small Tree |
| Podocarpus | *Podocarpus macrophyllus* and cvs. | 60 | Large Shrub |
| Poinciana | *Caesalpinia* spp. and cvs. | 38 | Medium Tree |
| Poinciana | *Caesalpinia* spp. and cvs. | 64 | Small Shrub |
| Pond Cypress | *Taxodium* spp. | 37 | Large Tree |
| Ponytail Palm | *Nolina recurvata* | 78 | Palm or Palm-Like |
| Pop Ash | *Fraxinus caroliniana* | 33 | Large Tree |
| Porterweed | *Stachytarpheta* spp. | 93 | Perennial |
| Possumhaw | *Ilex decidua* | 45 | Small Tree |
| Pot Marigold | *Calendula* spp. | 95 | Annuals |
| Powderpuff | *Calliandra* spp. and cvs. | 42 | Small Tree |
| Powderpuff | *Mimosa strigillosa* | 72 | Groundcover |
| Primrose Jasmine | *Jasminum mesnyi* | 57 | Large Shrub |
| Princess Flower | *Tibouchina urvilleana* | 62 | Large Shrub |
| Purple Coneflower | *Echinacea purpurea* | 87 | Perennial |
| Purple Glory Tree | *Tibouchina granulosa* | 62 | Large Shrub |
| Purple Lovegrass | *Eragrostis spectabilis* | 74 | Grass |
| Purple Trumpet Tree | *Tabebuia impetiginosa* | 41 | Medium Tree |
| Queen's Wreath | *Petrea volubilis* | 69 | Vine |
| Railroad Vine | *Ipomoea* spp. | 71 | Groundcover |
| Rain Lily | *Zephyranthes* spp. | 93 | Perennial |
| Rangoon Creeper | *Quisqualis indica* | 69 | Vine |
| Red Bay | *Persea borbonia* | 40 | Medium Tree |
| Red Buckeye | *Aesculus pavia* | 42 | Small Tree |
| Red Cedar | *Juniperus virginiana* | 33 | Large Tree |
| Red Mangrove | *Rhizophora mangle* | 41 | Medium Tree |
| Red Maple | *Acer rubrum* | 32 | Large Tree |
| Red Powderpuff | *Calliandra haematocephala* | 52 | Large Shrub |
| Reeve's Spirea | *Spiraea* spp. | 66 | Small Shrub |
| River Birch | *Betula nigra* | 32 | Large Tree |
| River Oats | *Chasmanthium latifolium* | 74 | Grass |
| Rose | *Rosa* spp. | 66 | Small Shrub |
| Rosemary | *Rosmarinus* spp. | 66 | Small Shrub |

| COMMON NAME | SCIENTIFIC NAME | PAGE | PLANT TYPE |
|---|---|---|---|
| Round Holly | *Ilex rotunda* | 40 | Medium Tree |
| Royal Fern | *Osmunda regalis* | 82 | Fern |
| Royal Fern | *Osmunda regalis* | 91 | Perennial |
| Royal Palm | *Roystonea regia* | 79 | Palm or Palm-Like |
| Royal Poinciana | *Delonix regia* | 39 | Medium Tree |
| Rudbeckia | *Rudbeckia fulgida* | 92 | Perennial |
| Rudbeckia | *Rudbeckia fulgida* | 97 | Annuals |
| Ruffled Fan Palm | *Licuala grandis* | 77 | Palm or Palm-Like |
| Rusty Blackhaw | *Viburnum rufidulum* | 49 | Small Tree |
| Rusty Blackhaw | *Viburnum rufidulum* | 63 | Large Shrub |
| Rusty Lyonia | *Lyonia ferruginea* | 58 | Large Shrub |
| Salt Grass | *Distichlis spicata* | 74 | Grass |
| Salvia | *Salvia* spp. | 92 | Perennial |
| Sand Live Oak | *Quercus geminata* | 48 | Small Tree |
| Sand Pine | *Pinus clausa* | 34 | Large Tree |
| Sandankwa Viburnum | *Vibernum suspensum* | 63 | Large Shrub |
| Sasanqua | *Camellia sasanqua* | 43 | Small Tree |
| Sasanqua | *Camellia sasanqua* | 53 | Large Shrub |
| Satinleaf | *Chrysophyllum oliviforme* | 38 | Medium Tree |
| Saucer Magnolia | *Magnolia Xsoulangiana* | 46 | Small Tree |
| Saw Palmetto | *Serenoa repens* | 79 | Palm or Palm-Like |
| Sawtooth Oak | *Quercus acutissima* | 35 | Large Tree |
| Scorpion Tail | *Heliotropium angiospermum* | 88 | Perennial |
| Scrub Palmetto | *Sabal etonia* | 66 | Small Shrub |
| Scrub Palmetto | *Sabal etonia* | 79 | Palm or Palm-Like |
| Seagrape | *Coccoloba uvifera* | 44 | Small Tree |
| Seagrape | *Coccoloba uvifera* | 54 | Large Shrub |
| Selloum | *Philodendron bipinnatifidum* | 59 | Large Shrub |
| Shell Ginger | *Alpinia* spp. | 83 | Perennial |
| Shore Juniper | *Juniperus conferta* and cvs. | 71 | Groundcover |
| Shortleaf Fig | *Ficus citrifolia* | 39 | Medium Tree |
| Shrimp Plant | *Justicia brandegeana* | 89 | Perennial |
| Shrimp Plant | *Justicia brandegeana* | 96 | Annuals |
| Shumard Oak | *Quercus shumardii* | 36 | Large Tree |
| Silver Palm | *Coccothrinax argentata* | 77 | Palm or Palm-Like |
| Silver Trumpet Tree | *Tabebuia aurea* | 49 | Small Tree |
| Simpson's Stopper | *Myrcianthes fragrans* | 47 | Small Tree |
| Simpson's Stopper | *Myrcianthes fragrans* | 59 | Large Shrub |
| Slender Lady Palm | *Rhapis humilis* | 79 | Palm or Palm-Like |
| Small-Leaf Confederate | *Trachelospermum asiaticum* | 73 | Groundcover |
| Snowbush | *Breynia disticha* | 64 | Small Shrub |
| Society Garlic | *Tulbaghia violacea* | 93 | Perennial |
| Southern Magnolia | *Magnolia grandiflora* and cvs. | 34 | Large Tree |
| Southern Maidenhair Fern | *Adiantum capillus-veneris* | 81 | Fern |
| Southern Maidenhair Fern | *Adiantum capillus-veneris* | 83 | Perennial |
| Southern Red Cedar | *Juniperus silicicola* | 40 | Medium Tree |
| Southern Red Oak | *Quercus falcata* | 36 | Large Tree |
| Southern Shield Fern | *Thelypteris kunthii* | 73 | Groundcover |
| Southern Shield Fern | *Thelypteris kunthii* | 82 | Fern |
| Southern Slash Pine | *Pinus elliottii* var. *densa* | 34 | Large Tree |
| Southern Sugar Maple | *Acer barbatum* | 32 | Large Tree |
| Sparkleberry | *Vaccinium arboreum* | 62 | Large Shrub |

| COMMON NAME | SCIENTIFIC NAME | PAGE | PLANT TYPE |
|---|---|---|---|
| Spider Lily | *Hymenocallis* spp. | 89 | Perennial |
| Spiral Ginger | *Costus* spp. | 85 | Perennial |
| Spotted Horsemint | *Monarda punctata* | 96 | Annuals |
| Spruce Pine | *Pinus glabra* | 35 | Large Tree |
| St. Augustinegrass | *Stenotaphrum secundatum* | 99 | Turfgrass |
| St. Bernard's Lily | *Anthericum sanderi* | 70 | Groundcover |
| Star Anise | *Illicium* spp. | 46 | Small Tree |
| Star Anise | *Illicium* spp. | 57 | Large Shrub |
| Star Jasmine | *Jasminum nitidum* | 57 | Large Shrub |
| Stokes' Aster | *Stokesia laevis* | 93 | Perennial |
| Stoppers | *Eugenia* spp. | 45 | Small Tree |
| Stoppers | *Eugenia* spp. | 55 | Large Shrub |
| Strangler Fig | *Ficus aurea* | 32 | Large Tree |
| Swamp Bay | *Persea palustris* | 41 | Medium Tree |
| Swamp Chestnut Oak | *Quercus michauxii* | 36 | Large Tree |
| Swamp Dogwood | *Cornus foemina* | 44 | Small Tree |
| Swamp Fern | *Blechnum serrulatum* | 81 | Fern |
| Swamp Fern | *Blechnum serrulatum* | 84 | Perennial |
| Swamp Sunflower | *Helianthus angustifolius* | 88 | Perennial |
| Sweet Acacia | *Acacia farnesiana* | 42 | Small Tree |
| Sweet Acacia | *Acacia farnesiana* | 50 | Large Shrub |
| Sweet Almond Bush | *Aloysia virgata* | 51 | Large Shrub |
| Sweet Alyssum | *Lobularia maritima* | 96 | Annuals |
| Sweet Bay Magnolia | *Magnolia virginiana* and cvs. | 34 | Large Tree |
| Sweet Pepperbush | *Clethra alnifolia* | 54 | Large Shrub |
| Sweet Viburnum | *Viburnum odoratissimum* | 49 | Small Tree |
| Sweet Viburnum | *Viburnum odoratissimum* | 62 | Large Shrub |
| Sweetgum | *Liquidambar styraciflua* | 33 | Large Tree |
| Sword Fern | *Nephrolepis exaltata* | 72 | Groundcover |
| Sword Fern | *Nephrolepis exaltata* | 82 | Fern |
| Sycamore | *Platanus occidentalis* | 35 | Large Tree |
| Taiwan Cherry | *Prunus campanulata* | 48 | Small Tree |
| Tampa Vervain | *Glandularia tampensis* | 71 | Groundcover |
| Tasmanian Tree Fern | *Dicksonia antarctica* | 81 | Fern |
| Tasmanian Tree Fern | *Dicksonia antarctica* | 86 | Perennial |
| Tea Olive | *Osmanthus fragrans* | 59 | Large Shrub |
| Texas Sage | *Leucophyllum frutescens* | 65 | Small Shrub |
| Thryallis | *Galphimia glauca* | 55 | Large Shrub |
| Ti Plant | *Cordyline* spp. and cvs. | 54 | Large Shrub |
| Tickseed | *Coreopsis* spp. | 85 | Perennial |
| Tickseed | *Coreopsis* spp. | 96 | Annuals |
| Tiger Grass | *Thysanolaena maxima* | 75 | Grass |
| Titi | *Cyrilla racemiflora* | 44 | Small Tree |
| Titi | *Cyrilla racemiflora* | 55 | Large Shrub |
| Trailing Lantana | *Lantana montevidensis* | 72 | Groundcover |
| Trumpet Creeper | *Campsis radicans* | 67 | Vine |
| Tulip Poplar | *Liriodendron tulipifera* | 33 | Large Tree |
| Tupelo | *Nyssa sylvatica* | 34 | Large Tree |
| Turkey Tangle Fogfruit | *Phyla nodiflora* | 72 | Groundcover |
| Turk's Cap | *Malvaviscus arboreus* | 58 | Large Shrub |
| Twin Flower | *Dyschoriste oblongifolia* | 70 | Groundcover |
| Twin Flower | *Dyschoriste oblongifolia* | 87 | Perennial |

| COMMON NAME | SCIENTIFIC NAME | PAGE | PLANT TYPE |
|---|---|---|---|
| Two-Wing Silverbell | *Halesia diptera* | 56 | Large Shrub |
| Violet | *Viola* spp. | 98 | Annuals |
| Virginia Iris | *Iris virginica* | 89 | Perennial |
| Virginia Willow | *Itea virginica* | 57 | Large Shrub |
| Voodoo Lily | *Amorphophallus* spp. | 84 | Perennial |
| Walking Iris | *Neomarica gracilis* | 91 | Perennial |
| Walter's Viburnum | *Viburnum obovatum* and cvs. | 49 | Small Tree |
| Walter's Viburnum | *Viburnum obovatum* and cvs. | 62 | Large Shrub |
| Washington Palm | *Washingtonia robusta* | 80 | Palm or Palm-Like |
| Wax Begonia | *Begonia Xsemperflorens-cultorum* | 84 | Perennial |
| Wax Begonia | *Begonia Xsemperflorens-cultorum* | 95 | Annuals |
| Wax Myrtle | *Myrica cerifera* and cvs. | 47 | Small Tree |
| Wax Myrtle | *Myrica cerifera* and cvs. | 59 | Large Shrub |
| Weeping Fern Pine | *Podocarpus gracilior* | 41 | Medium Tree |
| Weeping Fern Pine | *Podocarpus gracilior* | 60 | Large Shrub |
| Weeping Lantana | *Lantana depressa* | 65 | Small Shrub |
| West Indian Mahogany | *Swietenia mahagoni* | 36 | Large Tree |
| White Ash | *Fraxinus americana* | 33 | Large Tree |
| White Gaura | *Gaura lindheimeri* | 87 | Perennial |
| White Geiger | *Cordia boissieri* | 44 | Small Tree |
| White Oak | *Quercus alba* | 35 | Large Tree |
| Wild Cinnamon | *Canella winterana* | 43 | Small Tree |
| Wild Coffee | *Psychotria nervosa* | 60 | Large Shrub |
| Wild Hydrangea | *Hydrangea arborescens* | 56 | Large Shrub |
| Wild Olive | *Osmanthus americanus* | 47 | Small Tree |
| Wild Olive | *Osmanthus americanus* | 59 | Large Shrub |
| Wild Sage | *Lantana involucrata* | 90 | Perennial |
| Wild Tamarind | *Lysiloma latisiliquum* | 34 | Large Tree |
| Windmill Palm | *Trachycarpus fortunei* | 80 | Palm or Palm-Like |
| Winged Elm | *Ulmus alata* | 37 | Large Tree |
| Wintergreen Barberry | *Berberis julianae* | 51 | Large Shrub |
| Wiregrass | *Aristida stricta* var. *beyrichiana* | 74 | Grass |
| Wishbone Flower | *Torenia fournieri* | 98 | Annuals |
| Yaupon Holly | *Ilex vomitoria* and cvs. | 46 | Small Tree |
| Yaupon Holly | *Ilex vomitoria* and cvs. | 57 | Large Shrub |
| Yellow Allamanda | *Allamanda cathartica* | 67 | Vine |
| Yellow Butterfly Palm | *Dypsis lutescens* | 77 | Palm or Palm-Like |
| Yellow Elder | *Tecoma stans* | 49 | Small Tree |
| Yellow Elder | *Tecoma stans* | 62 | Large Shrub |
| Yellow Shrimp Plant | *Barleria micans* | 51 | Large Shrub |
| Yellow Trumpet Tree | *Tabebuia chrysotricha* | 41 | Medium Tree |
| Yellowtop | *Flaveria linearis* | 87 | Perennial |
| Yesterday-Today-and-Tomorrow | *Brunfelsia grandiflora* | 52 | Large Shrub |
| Yucca | *Yucca* spp. | 63 | Large Shrub |
| Zebra Grass | *Miscanthus sinensis* | 74 | Grass |
| Zinnia | *Zinnia hybrids* | 98 | Annuals |
| Zoysiagrass | *Zoysia japonica* | 99 | Turfgrass |
| | *Ceratozamia kuesteriana* | 76 | Palm or Palm-Like |

## REFERENCES AND ADDITIONAL INFORMATION


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## PHOTO CREDITS

Bowden, Robert.
Small Trees: *Arenga engleri, Magnolia figo, Prunus campanulata, Tabebuia aurea.*
Large Shrubs: *Agarista populifolia, Agave* spp., *Aloysia virgata, Barleria micans, Callicarpa americana, Cestrum aurantiacum, Erythrina herbacea, Galphimia glauca, Gardenia jasminoides, Malvaviscus arboreus, Philodendron selloum, Psychotria nervosa, Rhododendron* cvs., *Sabal minor, Severinia buxifolia, Tabernaemontana divaricata, Thunbergia erecta, Viburnum suspensum.*
Small Shrubs: *Aloe* spp., *Malpighia coccigera, Pyracantha coccinea, Sabal etonia, Spiraea* spp.
Vines: *Aster carolinianus, Aristolochia* spp., *Bignonia capreolata, Hedera canariensis, Hedera helix, Petraea volubilis, Trachelospermum jasminoides, Wisteria frutescens.*
Groundcovers: *Anthericum sanderii, Arachis glabrata, Evolvulus glomeratus, Hedera canariensis, Hedera helix, Juniperus conferta, Trachelospermum asiaticum, Trachelospermum jasminoides, Zamia pumila.*
Grasses: *Chasmanthium latifolium, Panicum virgatum, Paspalum quadrifarium, Thysenolanea maxima, Tripsacum dactyloides.*
Palms and Palm-Like Plants: *Arenga engleri, Chamaedorea* spp., *Licuala grandis, Ptychosperma macarthurii, Rhapis excelsa, Rhapis humilis, Sabal etonia, Sabal minor, Zamia pumila.*
Perennials: *Agave* spp., *Aloe* spp., *Alpinia* spp., *Angelonia angustifolia, Belamcanda chinensis, Bromeliaceae genera, Bulbine frutescens, Crossandra* spp., *Curcuma* spp., *Dianella* spp., *Dietes iridoides, Echinacea purpurea, Evolvulus glomeratus, Gaura lindheimeri, Gloriosa* spp., *Hedychium* spp., *Helianthus debilis, Hippeastrum* spp., *Iris hexagona, Justicia spicigera, Kaempferia* spp., *Leonotis leonurus, Pachystachys lutea, Plectranthus* spp., *Rudbeckia hirta, Solenostemon scuttellaroides, Stokesia laevis, Zephyranthes* spp.
Annuals: *Amaranthus* spp., *Angelonia angustifolia, Calendula* spp., *Justicia spicigera, Pachystachys lutea, Petunia* Xhybrida, *Rudbeckia hirta, Solenostemon scuttellaroides, Torenia fournieri, Viola* spp., *Zinnia* hybrids.

Brown, Stephen.
Small Trees: *Baccharis halimifolia, Sophora tomentosa.*
Large Shrubs: *Acrostichum danaeifolium, Allamanda nerifolia, Baccharis halmifolia, Jasminum nitidum.*
Groundcovers: *Ernodea littoralis, Scaevola plumieri*
Grasses: *Cymbopogon citratus.*
Ferns: *Acrostichum danaeifolium, Blechnum serrulatum.*
Perennials: *Acrostichum danaeifolium, Blechnum serrulatum, Heliotropium angiospermum, Hymenocallis* spp.

Caldwell, Doug.
Medium Trees: *Elaeocarpus decipens.*

Davis, Jim.
Perennials: *Euryops* spp.

Delvalle, Terry.
Grasses: *Schizachyrium scoparium.*

Durr, Audrey.
Medium Trees: *Avicennia germinans.*
Ferns: *Sphaeropteris cooperi.*

Friday, Theresa.
Perennials: *Neomarica gracilis.*

Gelmis, Georgia.
Large Trees: *Quercus virginiana.*
Palms and Palm-Like Plants: *Trachycarpus fortunei.*
Perennials: *Sphaeropteris cooperi*

Gillman, Ed.
Large Trees: *Acer barbatum, Acer rubrum, Betula nigra, Bucida buceras, Carya* spp., *Chorisia speciosa, Conocarpus erectus, Ficus aurea, Fraxinus americana, Fraxinus caroliniana, Fraxinus pennsylvanica, Gordonia lasianthus, Halesia carolina, Juniperus virginiana, Liquidambar styraciflua, Liriodendron tulipifera, Litchi chinensis, Lysiloma latisiliquum, Magnolia grandiflora, Magnolia virginiana, Nyssa sylvatica, Persea americana, Pinus clausa, Pinus elliottii var densa, Pinus glabra, Pinus palustris, Pinus taeda, Piscidia piscipula, Platanus occidentalis, Quercus acutissima, Quercus alba, Quercus austrina, Quercus falcata, Quercus michauxii, Quercus nuttallii, Quercus shumardii, Simarouba glauca, Swietenia mahagoni, Taxodium* spp., *Ulmus alata, Ulmus americana, Ulmus crassifolia, Ulmus parvifolia.*
Medium Trees: *Bursera simaruba, Caesalpinia* spp, *Carpentaria acuminata, Carpinus caroliniana, Cassia fistula, Cercis canadensis, Chrysophyllum oliviforme, Cocoloba diversifolia, Cordia sebestena, Crataegus* spp., *Cypressus arizonica* var. *arizonica, Ficus citrifolia, Illex* Xattenuata, *Ilex cassine, Ilex opaca, Ilex rotunda, Jacaranda mimosifolia, Juniperus silicicola, Lagerstroemia indica, Ostrya virginiana, Persea borbonia, Podocarpus gracilior, Quercus lyrata, Rhizophora mangle, Tabebuia chrysotricha, Tabebuia heterophylla, Tabebuia impetiginosa.*
Small Trees: *Acacia farnesiana, Aesculus pavia, Aralia spinosa, Ardisia escallonoides, Butia capitata, Callistemon* spp., *Camellia japonica, Camellia sasanqua, Canella winterana, Capparis cynophallophora, Cephalanthus occidentalis, Cornus florida, Eriobotrya japonica, Eugenia* spp., *Forestiera segregata, Ilex* X'Nellie R. Stevens', *Ilex cornuta, Ilex decidua, Ilex vomitoria, Jatropha integerrima, Ligustrum japonicum, Magnolia* Xsoulangiana, *Musa* spp., *Myrcianthes fragrans, Myrica cerifera, Olea europa, Osmanthus americanus, Parkinsonia aculeata, Plumeria rubra, Podocarpus macrophyllus, Prunus angustifolia, Prunus umbellata, Quercus geminata, Raphiolepis* spp., *Senna polyphylla, Sideroxylon* spp., *Tecoma stans, Viburnum obovatum, Viburnum odoratissimum, Viburnum odoratissiumu var awabuki, Viburnum rufidulum.*
Large Shrubs: *Abelia* Xgrandiflora, *Acacia farnesia, Acca sellowiana, Aralia spinosa, Ardisia escallonioides, Asimina* spp., *Brugmansia* Xcandida, *Brunfelsia grandiflora, Buddleja lindleyana, Calliandra haematocephala, Camellia japonica, Camellia sasanqua,*

# Notes

# Notes

*Capparis cynophallophora, Carissa macrocarpa, Cephalanthus occidentalis, Cephalotaxus harringtonia, Chrysobalanus icaco, Citharexylum spinosum, Coccoloba uvifera, Cocculus laurifolius, Codiaeum variegatum, Conocarpus erectus, Cordyline* spp., *Crataegus* spp., *Duranta erecta, Eugenia* spp., *Fatsia japonica, Forestiera segregata, Halesia diptera, Hamamelis virginiana, Hydrangea macrophylla, Hydrangea quercifolia, Ilex cornuta, Ilex vomitoria, Itea virginica, Jatropha integerrima, Juniperus chinensis, Ligustrum japonicum, Loropetalum chinense, Mahonia bealei, Murrya paniculata, Musa* spp., *Myrcianthes fragrans, Myrica cerifera, Nerium oleander, Osmanthus americanus, Philodendron* cvs., *Podocarpus gracilior, Podocarpus macrophyllus, Rhamnus caroliniana, Senna polyphylla, Strelitzia nicolai, Tecoma stans, Tibouchina urvilleana, Tibouchina granulosa, Vaccinium arboreum, Viburnum obovatum, Viburnum odoratissimum, Viburnum odoratissimum var awabuki, Yucca* spp.
Small Shrubs: *Breynia disticha*, *Caesalpinia* spp., *Ixora coccinea*, *Mahonia fortunei*, *Strelitzia reginae*.
Vines: *Allamanda cathartica*, *Bougainvillea* cvs., *Campsis radicans*, *Gelsemium sempervirens*, *Lonicera sempervirens*.
Groundcovers: *Ajuga reptans*, *Aspidistra elatior*, *Dryopteris* spp., *Liriope muscari*, *Zamia furfuracea.*
Grasses: *Miscanthus sinensis*, *Spartina* spp., *Tripsacum floridana.*
Palms and Palm-Like Plants: *Acoelorrhaphe wrightii*, *Bismarckia nobilis*, *Butia capitata*, *Carpentaria acuminata*, *Caryota mitis*, *Chamaerops humilis*, *Chrysalidocarpus lutescens*, *Coccothrinax argentata*, *Howea forsterana*, *Livistona* spp., *Nolina recurvata*, *Phoenix* spp., *Pseudophoenix sargentii*, *Ravenea rivularis*, *Rhapidophyllum hystrix*, *Roystonea regia*, *Sabal palmetto*, *Serenoa repens*, *Thrinax morrisii*, *Thrinax radiata*, *Washingtonia robusta*, *Wodyetia bifurcata*, *Zamia furfuracea.*
Ferns: *Dryopteris* spp.
Perennials: *Agapanthus africanus, Ajuga reptans, Asimina* spp., *Aspidistra elatior, Caladium Xhortulanum, Cuphea hyssopifolia, Dryopteris* spp., *Heliconia* spp., *Impatiens* spp., *Justicia brandegeana, Justicia carnea, Liriope muscari*, *Musa* spp., *Philodendron* cvs., *Stachytarpheta* spp.
Annuals: *Ageratum* spp., *Caladium Xhortulanum*, *Celosia* spp., *Impatiens* spp., *Justicia brandegeana*, *Justicia carnea.*

Gasper, Joaquim.
Large Shrubs: *Nerium oleander*-inset.

Girin, Bruno.
Annuals: *Viola Xwittrockiana.*

Granson, Sandy.
Small Trees: *Calliandra* spp., *Dodonaea viscosa, Myrciaria cauliflora.*
Large Shrubs: *Lyonia ferruginea, Suriana maritima.*
Small Shrubs: *Acalypha hispida, Brunfelsia americana, Carissa macrocarpa, Gamolepis* spp., *Lantana depressa, Leucophyllum frutescens, Rosmarinus* spp.
Vines: *Ficus pumila, Thunbergia alata.*
Grasses: *Andropogon spp.*
Ferns: *Pteridium aquilinum.*
Perennials: *Begonia semperflorens, Hemerocallis* spp., *Lantana involucrata, Pteridium aquilinum.*
Annuals: *Begonia semperflorens, Monarda punctata.*

Green, Tim.
Ferns: *Dicksonia antarctica.*
Perennials: *Dicksonia antarctica.*

Jacinto, Valter.
Large Shrubs: *Jasminum mesnyi*.

Karekar, Kapil.
Perennials: *Haemanthus multiflorus.*

Keisotyo.
Small Trees: *Podocarpus macrophyllus* (inset).
Large Shrubs: *Podocarpus macrophyllus* (inset).

Kenpei.
Large Shrubs: *Heptapleurum arboricolum, Hydrangea arborescens, Ternstroemia gymnanthera.*
Small Shrubs: *Raphiolepis* spp.
Groundcovers: *Juniperus horizontalis, Ophiopogon japonicus.*

Kern, Bill.
Medium Trees: *Persea palustris.*
Small Trees: *Cyrilla racemiflora, Sophora tomentosa* (inset).
Large Shrubs: *Cyrilla racemiflora, Senna bicapsularis.*
Small Shrubs: *Lyonia lucida.*

Larsen, Claudia.
Large Shrubs: *Calycanthus floridus, Rhododendron canescens*.
Groundcovers: *Glandularia tampensis, Lantana montevidensis.*
Grasses: *Eragrostis elliottii.*
Perennials: *Conradina* spp., *Coreopsis* spp., *Flaveria linearis, Gaillardia pulchella, Helianthus angustifolius, Sisyrinchium angustifolium, Solidago* spp.
Annuals: *Coreopsis* spp.

Murray, Ann. University of Florida/IFAS Center for Aquatic and Invasive Plants
Ferns: *Osmunda cinnamomea.*
Perennials: *Iris virginica, Osmunda cinnamomea.*

Niemann, Brian.
Small Trees: *Ilex* X'Mary Nell'.
Large Shrubs: *Berberis julianae, Clethra alnifolia, Ilex* X'Mary Nell', *Osmanthus fragrans, Pittosporum tobira.*
Vines: *Decumaria barbara.*
Groundcovers: *Mimosa strigillosa.*

Pagnier, Veronique.
Vines: *Mandevilla* cvs.

Pellegrini, Mark.
Groundcovers: *Ardisia japonica.*

Quillia, Oliver.
Vines: *Passiflora incarnata* (inset).

Ramey, Vic. University of Florida/IFAS Center for Aquatic and Invasive Plants
Small Trees: *Cornus foemina.*
Large Shrubs: *Rhododendron austrinum.*
Groundcovers: *Nephrolepis biserrata.*
Ferns: *Nephrolepis biserrata.*

Richard, Amy. University of Florida/IFAS Center for Aquatic and Invasive Plants
Groundcovers: *Nephrolepis exaltata.*
Ferns: *Nephrolepis exaltata.*

Schumaker, Paul.
Groundcovers: *Ipomoea* spp.

Shebs, Stan.
Groundcovers: *Rumohra adiantiformis.*
Grasses: *Aristida stricta* var. *beyrichiana.*
Ferns: *Rumohra adiantiformis.*

Storch, Hedwig.
Perennials: *Kalanchoe blossfeldiana.*

Sullivan, Jessica.
Medium Trees: *Elaeocarpus decipens, Zanthoxylum clava-herculis.*

Tau'olunga.
Vines: *Quisqualis indica.*

Taylor, Kim.
Large Shrubs: *Hamelia patens*.

Wasowski, Sally and Andy. Lady Bird Johnson Wildflower Center
Groundcovers: *Thelypteris kunthii.*
Ferns: *Thelypteris kunthii.*

Wichman, Tom.
Large Shrubs: *Bambusa* spp., *Hibiscus* spp.
Vines: *Millettia reticulata.*
Groundcovers: *Vinca major.*
Palms and Palm-Like Plants: *Ceratozamia hildae, Ceratozamia kuesteriana, Dioon edule.*
Perennials: *Amorphophallus* spp., *Asclepias* spp., *Lycoris* spp.

Wilber, Wendy.
Annuals: *Tithonia rotundiflora.*

Wildes, Carolyn.
Small Shrubs: *Russelia sarmentosa.*

Yasalonis, Anne.
Small Trees: *Illicium* spp.
Large Shrubs: *Illicium* spp., *Jasminum multiflorum.*
Small Shrubs: *Russelia equisetiformis.*
Vines: *Jasminum multiflorum.*
Groundcovers: *Dyschoriste oblongifolia.*
Perennials: *Conradina* spp. (inset), *Dyschoriste oblongifolia.*

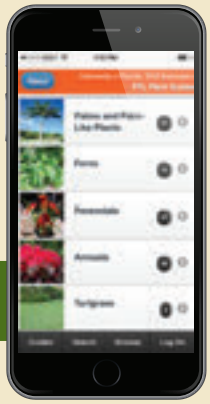
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We offer you cost-saving tips that, if implemented properly, will help you reduce water, fertilizer, and pesticide use. There is also a helpful section for waterfront homeowners addressing the special concerns of shoreline landscape management.

Whether you are starting from scratch with a new landscape or considering changes to an existing yard, the Florida Yards & Neighborhoods Handbook offers helpful concepts, tools, and techniques for creating your own Florida-Friendly yard. We hope you enjoy the publication and look forward to assisting you in creating an aesthetically pleasing landscape that will also help to protect Florida's natural resources.

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DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-497 | **Version:** | 1 | **Name:** | |
| **Type:** | Ordinance | | | **Status:** | Public Hearing |
| **File created:** | 7/31/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Pass on First Reading: Ordinance No. 11-2020, amending Appendix A, Zoning, Article XI, Section 17 of the City Code relating to the Planned Unit Development district regulations. (Community Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Exhibit A - Ord. 11-2020 - PUD Amendment.pdf<br>Legal Ad Proof -PZ 8-5-20.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 31, 2020
Agenda Date: August 12, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on First Reading: Ordinance No. 11-2020, amending Appendix A, Zoning, Article XI, Section 17 of the City Code relating to the Planned Unit Development district regulations.

## BACKGROUND:

I. Zoning Ordinance Amendment Analysis

In accordance with Appendix A. Zoning, Article XXI, Section 1(G)(2) of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

*a. The need and justification for the change.*

*b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.*

**Need and justification for change**

The Planned Unit Development (PUD) code was created to provide a mechanism for the city to encourage and permit variation in development of residential and commercial projects. The PUD code allows residential uses, commercial uses, or a combination of varied but compatible uses in a development plan with greater flexibility in what are termed “bulk regulations” in other zoning districts.

The PUD code also functions as a regulatory process which does two things. It changes the zoning of a particular property and it creates a development plan which includes engineering plans similar to that of a subdivision. Once approved, the final PUD is recorded in the official records of Brevard County.

Staff has determined that there is a need to revise the PUD code at this time in order to better position the city as the development community moves forward, especially in light of the potential of new transportation options and in light of the significant increase in demand for all forms of housing options in the city. The proposed ordinance provides greater flexibility in the development plan, allows for a mixed-use PUD form, revises the requirements for open space, and makes necessary revisions to the approval process for PUDs. (Exhibit A)

Summary of the Ordinance provisions:

One of the biggest changes to the PUD code is the definition of “open space”. Previously this was a combination of recreation use and “open space” which included wetlands. The current requirement is that a developer must provide 25% of the total site acreage in the form of improvements that offered recreational use for the residents of the PUD. The intent is good, but the application of the requirement has two significant issues. It creates a disparity between a development which has no wetlands and one that has a large area of wetlands. Let’s say there are two parcels each with 100 acres, one with no wetlands and one with 50% of the site covered by wetlands. The 100 acre parcel without wetlands is required to provide 25 acres of recreation. The 100 acre parcel with wetlands is required to provide the same 25 acres of recreation but has only half the buildable area. The result is that the developer of the wetland parcel is forced to impact the wetlands in order to satisfy the recreation requirement. Not only does the developer pay a high cost to mitigate wetland impact, the cost can easily eliminate the project completely. A larger concern is that a land development regulation which indirectly pushes a developer to impact wetlands is contrary to the best interests of the environment, the residents, the city and the conservation element of the city’s comprehensive plan.

In order to address this issue two changes are proposed in the ordinance. The “open space” requirement has been altered by redefining the requirement as “common space” and then separating it into three types: “commons public space” which provides gathering space for non-residential uses such as a central plaza or boardwalk, “common recreation space” which provides land and/or water based recreational opportunities for residential uses, and “common preservation space” which is land and/or water which is intended to remain in its natural state.

Additionally, the “open space” requirement has been altered by reducing the required percentage of common recreation space and changing the method of calculation of the requirement. As mentioned above, the current calculation is based on a percentage of the entire site acreage. This has been changed to exempt out any acreage which is “common preservation space”. Using the example above, a 100 acres site without wetlands proposing a residential PUD would now be required to provide 20% of their total site acreage in the form of recreational amenities. The 100 acre site with 50 acres of wetlands would now be required to provide recreation amenities equal to 20% of the 50 acres remaining, after subtracting out the 50 acres of wetlands if placed in conservation. In effect the two parcels are now being treated equally as both are required to provide recreation amenities at 20% of their respective buildable upland acreage. Staff believes that allowing developers to exclude common preservation space from the total acreage upon which the developer must calculate the required common recreation space will encourage preservation of wetlands and other naturally sensitive areas while still providing common recreation space to residents that is proportionate to the buildable land in the PUD. Staff has also added further detail outlining when waterbodies in the PUD may be included and credited towards the common recreation space requirement. For example, water bodies now must be improved with docks or piers and stocked with native fish in accordance with guidelines of the Florida Fish and Wildlife Conservation Commission. Jogging tracks will not be sufficient to receive credit for the entire acreage of the water body, though they may be separately included as common recreation space.

Another change to the PUD code is the listing of permitted uses. The current code allows uses in the C-G (General Commercial) zoning district. This also includes uses allowed in C-N (Neighborhood Commercial) and P-S (Professional Services) zoning districts. The uses from these districts have now been listed separately as well as those uses which would be required to obtain approval of a Special Exception. Several of the uses listed as Special Exceptions under the C -G, C-N or P-S districts have been moved to permitted uses in order to provide greater flexibility to the code and the development community, such as recreation structures like theaters, driving ranges, and bowling alleys.

Additionally, the Commercial PUD has been amended to include a mixed-use PUD type to allow residential uses to be combined with commercial uses. Previously, developers only had the option of planning a residential PUD or commercial PUD without a mix of uses. This makes possible what is commonly known as a “new urbanist” design style and has been

a very popular development trend in recent years. Providing this opportunity for the city to grow in a way that supports both infill development and smart growth precepts is very important to the long term sustainability of the city.

Other changes to the code include:

- Water bodies shall be stocked with native fish species in accordance with the Florida Fish and Wildlife Conservation Commission's Guidelines for Designing and Managing Florida Ponds for Recreation.
- Jogging or walking tracks surrounding a water body shall not be sufficient to receive credit for the entire acreage of the water body but may be separately used to fulfill common recreation space requirements.
- Credit for common recreation space shall be afforded for jogging or walking tracks surrounding natural wetlands or lakes to include both the acreage of the track and fifty (50) feet into the natural wetland or lake. In addition, any boardwalk or nature trail bisecting a natural wetland shall be afforded credit for both the acreage of the boardwalk or trail and fifty (50) feet on either side.
- For residential PUDs, multi-family and multistoried structures are now prohibited in favor of single-family detached or attached housing, which is consistent with past PUDs that have developed in the City. Multi-family and multi-storied residential may be developed in mixed-use PUDs.
- Further clarity is provided regarding in which Future Land Use categories residential, commercial and mixed-use PUDs may be developed, along with maximum densities for mixed-use PUDs. If a maximum density is not currently established in the Future Land Use category, the maximum density for a mixed-use PUD will be 25 units per acre.
- The minimum distance between structures has been eliminated, except as may be required by the Florida Building Code.
- The maximum height requirement has been removed, however a minimum 25 foot setback has been imposed for any PUD abutting a residentially zoned property. Building height may be 35 feet at this setback line and may increase 10 feet in height for every 10 feet of additional setback.
- The maximum building length may now exceed 200 feet, but only if the building façade is broken up with a minimum 5 foot off-set that is at least 20 feet in length and includes an architectural feature to further break up the visual plane or if the planning and zoning board recommends approval.
- Lighting requirements have been added.
- Specific regulations regarding off-street parking and tree preservation have been removed and instead cross-reference existing regulations in the City Code.
- Minimum site areas and maximum lot coverages have been removed. Maximum impervious surface continues to be governed by the City's Comprehensive Plan.
- A Title Opinion and a Traffic Report are now required for the submittal of a Preliminary PUD application.
- A Tree Removal/Land Clearing permit and a Floodplain Development Permit are now required for the Final PUD application.
- A mechanism for the amendment of an existing PUD has been added. A modification to the original plan that results in a significant change will require a new preliminary or final PUD application. A modification that does not result in a significant change would be administratively approved by city staff.

**Relationship and consistency with Comprehensive Plan Policies and Objectives**

The following Comprehensive Plan policy supports the proposed zoning text amendment:

**Policy 1.1.10.3:** Innovative land use development patterns, including PUDs and Cluster Zoning shall be permitted and encouraged in appropriate areas, as defined in the land development regulations.

**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 1.2.1.6:** New development, as well as infill development shall provide interconnected street grid networks, where feasible, to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards and alleys; high-quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

**STRATEGIC PLAN CONNECTION:**

**BUDGETARY IMPACT:**

N/A

**PREVIOUS ACTION:**

The Planning & Zoning Board will hear this item at the meeting on Wednesday, August 5, 2020.

**RECOMMENDED MOTION:**
Pass on First Reading: Ordinance No. 11-2020, amending Appendix A, Zoning, Article XI, Section 17 of the City Code relating to the Planned Unit Development district regulations.

**ORDINANCE NO. 11-2020**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XI, SECTION 17 OF THE CITY CODE RELATING TO THE PLANNED UNIT DEVELOPMENT DISTRICT REGULATIONS; 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 Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS,** a "planned unit development" or "PUD" is an area of land developed as a single entity, or in approved stages, in conformity with a final development plan that provides for a variety of compatible uses and common space; and

**WHEREAS,** the planned unit development is a concept which encourages and permits variation in developments by allowing deviation in lot size, bulk or type of dwellings or commercial buildings, density, lot coverage, and open space from that required in any one (1) land use classification under the zoning regulations of the City of Cocoa; and

**WHEREAS,** the City Council desires to amend the regulations for the Planned Unit Development District (PUD) to provide greater flexibility in creating a final development plan depending upon the characteristics of the property and the uses proposed; to allow for mixed-use PUDs that incorporate residential uses with commercial uses; and to alter the requirements for common space for residential PUDs, commercial PUDs, and mixed-use PUDs; 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, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

**Section 2.** **Code Amendment.** Appendix A, Zoning, Article XI of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in this Article. It is intended that the text in this Article denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance.):

## APPENDIX A - ZONING

*** * ***

## ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

**Sec. 17. - (PUD), Planned Unit Development District.**

(A) DEFINITIONS. For the purpose of this section, certain words and terms used herein shall be defined as follows:

Words used in the present tense shall include the future tense; words used in the singular number shall include the plural number and words used in the plural number shall include the singular number; and the word "shall" is mandatory, not directive. The word "person" includes any individual, group of persons, firm, corporation, association, organization, and any legal public entity.

(1) *Planned unit development or PUD.* "Planned unit development" or "PUD" is an area of land developed as a single entity, or in approved stages in conformity with a final development plan by a developer or group of developers acting jointly, which is totally planned to provide for a variety of compatible uses and common open space.

(2) *Common ~~open~~ space.* ~~"Common open space" is a parcel or parcels of land, or a combination of land and water within the site designated as a residential planned unit development, and designed and intended for the use or enjoyment of residents of the planned unit development. All common open space shall be improved to the extent necessary to complement the residential uses and may contain compatible and complementary structures for the benefit and enjoyment of the residents of the planned unit development.~~ "Common space" is a parcel or parcels of land, or a combination of land and water, within the site designated as a planned unit development that is set aside for the collective benefit and enjoyment of all residents or other users of the property. Easements, parking areas, road rights-of-way or minimum yards and spacing between dwelling units may not be considered to satisfy common space requirements.

a) "Common public space" is land within the planned unit development intended to provide gathering space for non-residential uses such as central plazas, promenades,

boardwalks, passive parks and the like. Examples of public space amenities within a commercial or mixed-use PUD would be a lighted boardwalk around a central lake, a courtyard, village green or central plaza with amenities such as a gazebo, lawn chess game, or splash fountain. Interactive public art installations would also be considered under this category.

b) "Common recreation space" " is land or a combination or land and water within the planned unit development designed and intended for the active use and enjoyment of its residents. Such common recreation space may be provided within an enclosed structure and/or located outdoors. Examples of common recreation space amenities within a residential PUD would be a clubhouse with swimming pool, fitness center, dog park, jogging or walking track, fishing docks or a non-motorized boat pier that provides access to a stocked stormwater pond or lake, children's playground, or pavilion with outdoor grilling area.

c) "Common preservation space" is land or a combination of land and water within the planned unit development that is intended to remain in its natural state, providing wildlife habitat, environmental balance, and passive enjoyment to the residents and other users of the property. Examples of such areas include naturally forming lakes, wetlands, meadows, and wooded areas, and shall not include stormwater ponds.

(3) *Development plan.* A "development plan" is a total site plan of a planned unit development drawn in conformity with the requirements of this section. Said development plan shall specify and clearly illustrate the location, relationship, design, nature and character of all primary and secondary uses, public and private easements, structures, parking areas, public and private roads, and common open space.

(4) *Preliminary development plan.* "Preliminary development plan" is the development plan that accompanies the preliminary development plan application, approved by the city council of the City of Cocoa and filed with approval by the city of a planned unit development zone.

(5) *Final development plan.* "Final development plan" is the development plan approved by the city council of the City of Cocoa and recorded with the clerk of the circuit court of Brevard County according to the provisions in this chapter [ordinance].

(6) *Preliminary development plan application.* "Preliminary development plan application" is the application for approval of the use of a site as a planned unit development and for approval of the required exhibits as specified in this chapter [ordinance].

(7) *Final development plan application.* "Final development plan application" is the application for approval of the final development plan and for approval of the required exhibits as specified in this chapter [ordinance].

(8) *Developer*. A "developer" is a person, firm, association, syndicate, partnership or corporation, who owns land which is developed into a planned unit development and who is actually involved in the construction and creation of a planned unit development.

(9) *Stage*. A "stage" is a specified portion of a planned unit development that may be developed as an independent entity that is delineated in the preliminary development plan and the final development plan, and specified within the development schedule.

(10) *Site*. "Site" is the actual physical area to be developed as a planned unit development, including the natural and created characteristics of said area.

(11) *Development schedule*. "Development schedule" is a comprehensive statement showing the type and extent of development to be completed within the various practicable time limits and the order in which development is to be undertaken. A development schedule shall contain an exact description of a specific building, facilities, common open space, and other improvements to be developed at the end of each time period.

(B) DISTRICT AND INTENT. The planned unit development is a concept which encourages and permits variation in developments by allowing deviation in lot size, bulk or type of dwellings, residential and/or commercial buildings, density, lot coverage, ~~and~~ open space or other development criteria from that required in any one (1) land use classification under the zoning regulations of the City of Cocoa. The purpose of a planned unit development is to encourage the development of planned residential neighborhoods, commercial centers, and communities or combination of such uses, which ~~that~~ provide a full range of uses designed to serve the users and inhabitants of the planned unit development. It is recognized that only through ingenuity, imagination and flexibility can developments be produced which are in keeping with the intent of this section while departing from the strict application of conventional use and dimension requirements of other zoning districts and subdivision regulations.

This section is intended to establish procedures and standards for planned unit developments within the incorporated areas of the City of Cocoa, in order that the following objectives may be attained:

(1) Accumulation of large areas of usable open spaces for recreation and preservation of natural amenities.

(2) Flexibility in design to take the greatest advantage of natural land, trees, historical and other features.

(3) Creation of a variety of housing types and compatible neighborhood arrangements that give ~~the homebuyer~~ a resident greater ~~choice~~ options in selecting types of environment and living units.

(4) Establishment of criteria for the ~~design~~ development or redevelopment of planned commercial areas and ~~shopping centers~~ mixed-use areas.

(5) Allowance of sufficient freedom for ~~the~~ a developer to take a creative approach to the use of land and its related physical development, including the application of vertical mixed-use as well as utilizing innovative techniques to enhance the visual character of the City of Cocoa.

(6) Efficient use of land which may result in smaller street and utility networks and reduce development costs.

(7) Establishment of criteria for the inclusion of compatible associated uses to complement the residential areas or mixed of uses within the planned unit development.

(8) Simplification of the procedure for obtaining approval of proposed developments through simultaneous review by the city of proposed land use, site consideration, lot size, height and setback considerations, public needs and requirements, and health and safety factors.

(9) Economical and efficient use of land, utilities and streets with resulting lower housing costs.

(C) PERMITTED USES. Uses permitted in the planned unit development may include and shall be limited to the following:

(1) (1) *Primary residential uses.* For residential PUDs, single-family ~~Single-family detached and multifamily~~ residential dwelling units ~~(including apartments)~~ in detached, semidetached, and attached~~, and multistoried~~ structures as regulated by article XI, Section 17, (G). In residential PUDs, churches rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities and electronic communications/transmission facilities and exchanges shall further by permitted by special exception.

(2) *Primary commercial and/or mixed-uses.* For commercial PUDs and mixed-use PUDs, (As regulated by article XI, section 17, ~~PUD (Planned Unit Development District),~~ (~~G~~H), the following uses: ~~such as professional offices, retail stores, personal service establishments, restaurants, and financial institutions.~~

a. Multi-family dwellings, attached single-family housing, or multistoried apartments and condos;

b. Retail stores, sales and display rooms (except automotive) and similar uses, including places such as bakeries in which goods are produced and sold at retail upon the premises;

c. Liquor stores (retail);

d. Personal service establishments such as beauty and barbershops, laundry and dry cleaning pickup stations, tailor shops and similar uses;

e. Professional offices;

f. Medical and dental clinics and laboratories;

g. Pharmacy, apothecary and optical services;

h. Animal clinics and veterinary services;

i. Financial institutions;

j. Business service establishments such as secretarial services, drafting, reproduction services;

k. Printing, bookbinding, lithography and publishing establishments, blueprinting, photostatting;

l. Professional business schools, vocational and trade schools, not involving operations of an industrial nature;

m. Restaurants, with or without drive-thru facilities, provided that a restaurant located within 100 feet of adjacent residentially zoned property shall be subject to the following:

   i. Outdoor entertainment shall be prohibited; and

   ii. The restaurant shall be required to close no later than 10:00 PM on Sunday through Thursday and no later than 12:00 AM on Friday and Saturday;

n. Hotels and motels;

o. Community or cultural centers, art galleries, museums and libraries;

p. Public parks and playgrounds;

q. Commercial recreation structures such as theaters, driving ranges, and bowling alleys;

r. Nursing and convalescent homes;

s. Adult congregate living facility (ACLF);

t. Senior/elderly only housing;

u. Automobile laundry or quick wash;

v. Retail automotive gasoline/fuel sales as an accessory use to convenience stores, subject to the following conditions:

   i. Access: Convenience stores selling gasoline/fuel shall be located on arterial roads or on corner lots at intersections of collector roads or roads of higher functional classification (as identified in the City of Cocoa Comprehensive Plan). A site may be located on a corner lot at an intersection of a collector

road and a road of a lower functional classification provided a site traffic impact analysis is prepared demonstrating the affected neighborhood and local road is not adversely impacted. No driveway or point of access shall be permitted within one hundred (100) feet of an intersection of collector roads or roads of higher functional classification;

ii. Minimum street frontage: One hundred fifty (150) feet on each abutting street;

iii. Location of facilities: Gasoline/fuel pumps and other service island equipment shall be set back at least twenty (20) feet from all property lines, fifteen (15) feet from any building, and one hundred (100) feet from the nearest adjacent residentially zoned land. In addition, pumps and other service island equipment shall not interfere with the safe and orderly movement of traffic in parking and other vehicular use areas;

iv. Tank storage: Underground storage is required for all receptacles for combustible materials in excess of two hundred (200) gallons.

w. Self-Service Storage Facilities, subject to the following provisions:

i. Minimum lot area: An area not less than twenty thousand (20,000) square feet having a minimum width of one hundred (100) feet and a minimum depth of two hundred (200) feet;

ii. There shall be a minimum of one (1) parking space for the office manager, one (1) parking space for each 600 square feet of office space, one (1) parking space for each 50 storage units, and one (1) parking space for each 5,000 square feet of major recreational equipment storage area;

iii. Where a self-service storage facility abuts adjacent residentially-zoned property, an opaque fence or wall, at least six (6) feet in height, shall be provided;

iv. All lights shall be shielded to focus and direct light onto the uses established, and away from adjacent property or street/roads. The lighting may be of sufficient intensity to discourage vandalism and/or theft;

v. The structure shall not be utilized as a place of business by renters or lessors of space and no local business tax receipt shall be approved where the business operation takes place on the property other than that of the mini-warehouse self- service storage facility owner/operator;

vi. Outdoor storage of major recreational equipment shall be permitted with the following conditions:

a. Outdoor storage areas shall be screened from view on all sides visible from rights-of-way and adjoining property by either a solid wall or

opaque fence at least 10 feet in height or an on-site building. Where such outdoor storage area abuts a right-of-way, the required wall or fence shall be set back a minimum of five (5) feet from the property line and a landscape buffer installed between the property line and the fence. See subsection (vii) below on landscaping.

b. Gates in fencing shall be of the same opaque material as the fence. Gates in a wall shall be of an opaque material.

c. Gate width for vehicle entry/exit and interior drive access aisles shall be sized to accommodate the turning radius needed for large vehicles.

d. Outdoor storage of vehicles such as cars or trucks shall not be permitted.

e. Outdoor storage of major recreational equipment exceeding thirteen and one-half (13½) feet in height shall not be permitted.

f. On-site light, minor maintenance and cleaning of any major recreational equipment permitted by this section is allowed. However, the following shall be strictly prohibited: refueling, oil and engine fluid changes, major restoration, part salvage, major part replacement, engine repair, transmission repair, body repair, and other heavy and major repairs.

g. No major recreational equipment may be stored which is wrecked, being stripped for parts, awaiting salvage or recycling, or inoperable.

h. Major recreational equipment permitted under this section shall not be used as living quarters.

vii. Landscaping: A five (5) foot landscape buffer shall be provided along all road right-of-ways and shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIV, Landscaping Requirements of the Zoning Code, of the City of Cocoa.

viii. When the application for special exception is submitted, it shall be accompanied by a site plan addressing specific provisions identified herein, and shall be considered binding upon use as a mini-warehouse self-service storage facility.

(3) *Accessory Uses*:

a. Public or private parking garage structures which provide parking for a principal use.

(4) The following must be considered when permitting any primary or secondary uses:

a. Streets and traffic flow within and adjacent to the planned unit development site must be adequate to support the anticipated traffic to be generated by the uses.

b. Compatibility of the uses with any other uses within the planned unit development.

c. Compatibility of the uses with the land use classification of surrounding properties and existing uses.

~~(3) *Secondary nonresidential uses.* Nonresidential uses of a religious, public or semipublic, cultural, recreational or commercial character and personal service centers, offices and professional centers providing services to residents of the planned unit development. Said nonresidential uses shall be compatible with the [and] secondary to the primary residential use. Electronic communication/transmission facilities and exchanges.~~

~~(4) *Hotels, motels and restaurants.* Hotels, motels and restaurants may be permitted upon a consideration of the following criteria:~~

~~a. The proposed streets and traffic flow and the streets, thoroughfares and traffic plan in the area adjacent to the site plan shall be adequate to support the anticipated traffic to be generated by the proposed hotel, motel and restaurant.~~

~~b. Said proposed hotel, motel and restaurant use is compatible with the proposed primary residential uses, secondary nonresidential uses, and common open space within the planned unit development.~~

~~c. Said proposed hotel, motel and restaurant use is compatible with the existing land use classification in the surrounding vicinity.~~

~~d. The area of said use shall be calculated as part of the total commercial acreage permitted, and the density shall not exceed forty (40) units per gross acre as per specific area delineated on the development plan.~~

~~[(5) Security mobile home located upon public or private property.]~~

(D) SPECIAL EXCEPTIONS. The following uses shall require approval of a Special Exception:

(2) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.

(3) Television dish receivers and antennae as regulated by article XIII, section 21.

(4) Electronic communications/transmission facilities and exchanges

(5) Passenger transportation terminals

(6) Child care centers

(7) Bar or lounge

(8) Private club

(9) Half-way house

(10) Mortuaries and funeral homes

(E~~D~~) UNIFIED OWNERSHIP OR CONTROL. The title to all land within a proposed site for a planned unit development shall be owned or controlled by the developer submitting the applications provided for under this section. The term "controlled by" shall be interpreted to mean that said developer shall have the written consent of all owners of property within the proposed site not wholly owned by the developer. Said consent shall contain a statement that said developer is authorized to represent said owners in the submission of an application under the provisions of this section and that said owners shall agree to be bound by the decision of the city council in the event said application is approved.

(F~~E~~) OWNERSHIP AND CONTINUITY OF COMMON ~~OPEN~~ SPACE ~~(for residential PUD's)~~.

(1) All forms of common ~~open~~ space shall be preserved for its intended purpose as ~~expressed~~ set forth in the final development plan. The developers shall choose one (1) or a combination of the following three (3) methods of administering common ~~open~~ space:

a. Public dedication to the city of the common ~~open~~ space. This method is subject to formal acceptance by the city in its sole discretion.

b. Establishment of an association or nonprofit corporation of all ~~individuals or corporations owning~~ owners of property within the planned unit development to insure the maintenance of all common ~~open~~ space.

c. Retention of ownership, control and maintenance of all common ~~open~~ space by the developer.

(2) All privately owned common ~~open~~ space shall continue to conform to its intended use and remain as expressed in the final development plan through the inclusion in all deeds of appropriate restrictions to insure that the common ~~open~~ space is permanently preserved according to the final development plan. Said deed restrictions shall run with the land and be for the benefit of present as well as future property owners and shall contain a prohibition against partition.

(3) All common ~~open space as well as~~ public space and common recreation space ~~recreational~~ facilities, shall be specifically included in the development schedule and be constructed and fully improved by the developer at an equivalent or greater rate than the construction of residential structures.

(4) All common preservation space shall be kept in a natural state for the future enjoyment of all members of the planned unit development and a conservation easement shall be placed over the common preservation space acreage.

(5 ~~4.~~) If the developer elects to administer common ~~open~~ space through an association or nonprofit corporation, said organization shall conform to the following requirements:

a. The developer must establish the association or nonprofit corporation prior to the sale of any lots.

b. Membership in the association or nonprofit corporation shall be mandatory for all residential and nonresidential property owners within the planned unit development and said association or corporation shall not discriminate in its members or shareholders.

c. The association or nonprofit corporation shall manage all common ~~open~~ space and recreational and cultural facilities that are not dedicated to the public, shall provide for the maintenance, administration and operation of said land and any other land within the planned unit development not publicly or privately owned, and shall secure adequate liability insurance on the land.

d. If the developer elects an association or nonprofit corporation as a method of administering common ~~open~~ space, the title to all residential property owners shall include an undivided fee simple estate in all common ~~open~~ space.

(G~~F~~) LAND USE REGULATIONS (for residential PUD's).

~~(1) *Minimum size.* one (1) acre.~~

(1~~2~~) *Maximum density and Future Land Use.* Residential PUDs shall be permitted in the Very Low Density Residential, Low Density Residential, Medium Density Residential, and High Density Residential Future Land Use Categories established in the City's Comprehensive Plan. The average density permitted in each PUD shall be established by the city council upon recommendation of the planning and zoning board. The criteria for establishing an average density includes existing zoning, adequacy of existing and proposed public facilities and services, site characteristics, and the recommended density of any land use plan involving the area in question. In no case shall the density exceed the maximum density established in the City's Comprehensive plan. ~~In no case shall maximum density permitted exceed twelve (12) dwelling units per acre and in no case shall the overall number of dwelling units permitted in the PUD be inordinately allocated to any particular portion of the total site area.~~

(2~~3~~) *Minimum common ~~recreation and open~~ space.* A minimum of 20% of the gross site acreage, less any dedicated common preservation space acreage, shall be ~~Twenty-five per cent (25%) of gross site acreage. "Common recreation and open space" shall be defined as the total amount of improved usable area, including outdoor space,~~ permanently set aside and designated on the site plan as ~~recreational or open~~ common recreation space for

use by residents of the PUD. Such usable space may be in the form of active or passive recreational areas including, but not limited to, playgrounds, golf courses, ~~beach frontage,~~ nature trails and lakes. ~~Common open space shall be improved to the extent necessary to complement the residential uses and may contain compatible and complementary structures for the benefit and enjoyment of the residents of the PUD. Easements, parking areas, road rights-of-way or minimum yards and spacings between dwelling units may not be included in determining usable space requirements.~~ If golf courses and/or water areas are used to partially fulfill ~~open~~ common recreation space requirements, calculations for such may not exceed one-half (½) of the required ~~open~~ common recreation space. All water areas included as part of the ~~open~~ common recreation space requirements shall be permanent water bodies and shall be improved with docks or piers and stocked with native fish species in accordance with the Florida Fish and Wildlife Conservation Commission's Guidelines for Designing and Managing Florida Ponds for Recreation; 5:1 minimum sloped edge extending at least twenty (20) feet into the lake or stormwater pond~~,~~; and planted with grass and maintained around all sides so as not to harbor mosquitoes, insects and rodents. Jogging or walking tracks surrounding a water body shall not be sufficient to receive credit for the entire acreage of the water body but may be separately used to fulfill common recreation space requirements. Credit for common recreation space shall be afforded for jogging or walking tracks surrounding natural wetlands or lakes to include both the acreage of the track and fifty (50) feet into the natural wetland or lake. In addition, any boardwalk or nature trail bisecting a natural wetland shall be afforded credit for both the acreage of the boardwalk or trail and fifty (50) feet on either side.

(3~~4~~) *Minimum lot area, frontage and setbacks.*

a. No minimum lot size shall be required within a PUD district.

b. Each dwelling unit or other permitted use shall have access to a public street either directly or indirectly via an approach private road, pedestrian way, court or other area dedicated to public or private use or common easement guaranteeing access. Permitted uses are not required to front on a public dedicated road. The city shall be allowed access on privately owned roads, easements and common open space to insure the police and fire protection of the area, to meet emergency needs, to conduct city services, and to generally insure the health and safety of the residents of the PUD.

c. No minimum distance between structures shall be required within a PUD district except as may be required by the Florida Building Code.~~Minimum distance between structures shall be:~~

~~Between structures of two (2) stories or less—Ten (10) feet.~~

~~Between structures of three (3) stories—Twenty (20) feet.~~

~~Between structures of four (4) stories—Twenty-five (25) feet.~~

~~Between structures over four (4) stories—Five (5) feet for each additional story.~~

~~Between structures of varying heights, the larger distance separation shall be required.~~

d. ~~A minimum of twenty-five (25) feet setback shall be required from the nearest part of any building wall to the edge of any public right-of-way or private street. A minimum twenty-five (25) feet setback shall be maintained between the walls of all structures and the perimeter of the PUD.~~ Each PUD shall establish appropriate building setbacks from all interior street right-of-ways based on the mix of uses and the adjacent uses. PUD's adjacent to residentially-zoned property shall provide a building setback from the perimeter of the PUD as follows:

a. Where a PUD boundary adjoins a residentially-zoned property, a minimum twenty-five (25) feet setback shall be maintained between the walls of all structures with a building height of thirty-five (35) feet or less and the perimeter of the PUD. For each additional ten (10) feet in building height the setback shall be increased by a further ten (10) feet.

(~~4~~5) *Maximum length of structures.* A building length may not exceed ~~Two~~ two hundred (200) feet unless the façade is either interrupted by wall plane projections and/or recesses of not less than five (5) feet in off-set and twenty (20) feet in length, and one (1) or more of the following or similar architectural features shall be required on each wall plane: pilasters, columns, canopies/porticos, arcades, colonnades, and/or parapets or said ~~an~~ excess beyond two hundred (200) feet is specifically authorized by the planning and zoning board.

(~~5~~6) *Minimum floor area per unit.*

Single-family dwellings—One thousand two hundred (1,200) square feet.

~~Multifamily dwellings:~~

~~Efficiency—Five hundred (500) square feet; however, an efficiency unit may be reduced to two hundred seventy-five (275) square feet where the gross square foot average of the multifamily units in the PUD is a minimum of five hundred (500) square feet.~~

~~One bedroom—Seven hundred (700) square feet.~~

~~Two (2) bedrooms—Eight hundred (800) square feet, plus one hundred (100) square feet for each additional bedroom.~~

~~Hotel and motel units (where permitted)—Two hundred seventy-five (275) square feet.~~

(6~~7~~) *Off-street parking*. Parking shall be provided in compliance with Appendix A, Art. XII.

~~a. Primary residential uses: A minimum of two (2) parking spaces per dwelling unit shall be provided; however, for each two (2) efficiency units, or two (2) one-bedroom units, or combination thereof, a reduction of one (1) space may be allowed. This is permitted only in where the reduction is converted to green space. Each space must contain at least two hundred (200) square feet of area, except where a landscaped overhang is allowed, a reduction to one hundred seventy (170) feet is allowed if the overhang strip is five (5) feet in width.~~ Parking areas shall be convenient to residential use and shall not be separated from structures to be served by a public right-of-way or private street.

~~b. Secondary nonresidential uses: Within commercial areas one (1) space shall be provided for each two hundred (200) square feet of floor area. Each space must contain at least two hundred (200) square feet of area.~~

~~c. Landscaping: Within all common parking areas, appropriate landscaped areas shall be provided and shall conform to the comprehensive landscape regulations of the City of Cocoa, as adopted.~~

(7~~8~~) *Underground utilities.* Within the PUD, all utilities distribution systems including telephone, television cable, and electrical systems shall be installed underground. Primary facilities providing service to the site of the PUD may be exempted from this requirement. Large transformers shall be placed on the ground and contained within pad mounts, enclosures or vaults. The developer must provide landscaping with shrubs and plants to screen all utility facilities permitted aboveground. The planning and zoning board may require that substations be screened by trees and shrubs or walls resembling a structure which is compatible with the design of the buildings within the PUD.

(8~~9~~) *Development standards.* The minimum construction requirements for streets or roads, sidewalks, sewer facilities, utilities and drainage shall be in compliance with the requirements with respect to streets, sidewalks and drainage and may be waived by the city council on the recommendation of the planning department, ~~and the division of~~ public works department and utilities department.

(9~~10~~) *Preservation of trees.* Tree preservation shall conform to the requirements of the landscape regulations of the City of Cocoa ~~In planned unit developments where woods or scattered living trees occur, all trees of four (4) inches' diameter or larger shall be preserved unless they exist within:~~

~~a. Proposed public or private easement or drainage facility.~~

~~b. Proposed structure dimensions.~~

~~c. Five (5) feet of a proposed structure.~~

~~d. Proposed driveway.~~

(10) *Lighting.* All parking areas and access ways for vehicles and pedestrians shall be lighted at night. All outside lighting shall be arranged and shielded to prevent glare or reflection, nuisance, inconvenience, or hazardous interference of any kind on adjoining street or residential properties.

(H~~G~~) LAND USE REGULATIONS (for ~~c~~Commercial and Mixed-Use PUD's).

(1) *Permitted uses.* Any use permitted in ~~the CG (General Commercial) zone except dwellings and dwelling units is permitted as a principal use of land in a shopping center~~ subsection (C)(2) Primary Commercial or Mixed-Uses and special exception uses in subsection (D) with approval of the Board of Adjustment.

~~(2) *Site area.* A shopping center shall be located on a zoning lot having an area of at least ten (10) acres.~~

~~(3) *Maximum lot coverage*. The total ground area, occupied by all principal buildings, together with all accessory buildings, shall not exceed twenty-five percent (25%) of the total area of the zoning lot.~~

(2) *Maximum Density and Future Land Use.* Commercial and Mixed-Use PUDs shall be permitted in the Commercial, Neighborhood Commercial, and Mixed-Use Future Land Use Categories established in the City's Comprehensive Plan. For Mixed-Use PUDs, the average density permitted in each PUD shall be established by the city council upon recommendation of the planning and zoning board. The criteria for establishing an average density includes existing zoning, adequacy of existing and proposed public facilities and services, site characteristics, and the recommended density of any land use plan involving the area in question. In no case shall the density exceed the maximum density established in the City's Comprehensive Plan or twenty-five (25) units per acre if not established therein.

(3) *Common Space Requirements.* Commercial and Mixed-Use PUD's shall provide the following types of common space:

a. Commercial PUD. A minimum of 10% of the gross site acreage, less any dedicated common preservation space acreage, shall be permanently set aside and designated on the site plan as common public space for use by users of the PUD.

b. Mixed-Use PUD. A minimum of 15% of the gross site acreage, less any dedicated common preservation space acreage, shall be permanently set aside and designated on the site plan as common recreation space. Further, a minimum of 5% of the gross site acreage, less any dedicated common preservation space acreage, shall be permanently set aside and designated on the site plan as common public space. Common recreation space may be in the form of active or passive recreational areas including, but not limited to, playgrounds, golf courses, nature trails, and lakes. If golf courses and/or stormwater ponds are used to partially fulfill common recreation space requirements,

calculations for such may not exceed one-half (½) of the required common recreation space. All water areas included as part of the common recreation space requirements shall be permanent water bodies and shall be improved with docks or piers and stocked with native fish species in accordance with the Florida Fish and Wildlife Conservation Commission's Guidelines for Designing and Managing Florida Ponds for Recreation; 5:1 minimum sloped edge extending at least twenty (20) feet into the lake or stormwater pond; and planted with grass and maintained around all sides so as not to harbor mosquitoes, insects and rodents. Jogging or walking tracks surrounding a water body shall not be sufficient to receive credit for the entire acreage of the water body but may be separately used to fulfill common recreation space requirements. Credit for common recreation space shall be afforded for jogging or walking tracks surrounding natural wetlands or lakes to include both the acreage of the track and fifty (50) feet into the natural wetland or lake. In addition, any boardwalk or nature trail bisecting a natural wetland shall be afforded credit for both the acreage of the boardwalk or trail and fifty (50) feet on either side.

(4) *Building setback line.* ~~Each zoning lot shall have a building lot setback from all street rights-of-way of at least eighty (80) feet. A strip twenty (20) feet deep along the front line shall be maintained as a landscaped buffer strip. The remaining area may be used for parking.~~ Appropriate building setbacks from all interior street right-of-ways shall be established based on the mix of uses and the adjacent uses. PUD's adjacent to residentially-zoned property shall provide a building setback from the perimeter of the PUD as follows:

a. Where a PUD boundary adjoins a residentially-zoned property, a minimum twenty-five (25) foot setback shall be maintained between the walls of all structures with a building height of thirty-five (35) feet or less and the perimeter of the PUD. For each additional ten (10) feet in building height the setback shall be increased by a further ten (10) feet.

(5) *Side and rear yards.* ~~Each zoning lot shall have side and rear yards of at least fifty (50) feet in width.~~ Appropriate side and rear yards shall be established based on the mix of uses, adjacent property uses and the topography of the site. A minimum strip ~~twenty (20)~~ twenty (25) feet in width or depth along side and rear lot lines shall be maintained as a landscaped buffer strip. ~~The remainder of the area may be used for parking.~~

(6) *Minimum floor area per dwelling or sleeping unit.*

a. Single-family attached dwellings—One thousand two hundred (1,200) square feet

b. Multifamily dwellings:

i. Efficiency—Four hundred (400) square feet.

ii. One bedroom—Six hundred 600) square feet.

iii. Two (2) bedrooms—Eight hundred (800) square feet, plus one hundred (100) square feet for each additional bedroom.

c. Hotel and motel units (where permitted)—Two hundred seventy-five (275) square feet.

(~~7~~6) *Height restrictions.* ~~No principal building shall exceed five (5) stories or fifty-five (55) feet in height; no accessory building or other structure shall exceed one (1) story or twenty (20) feet in height.~~ Appropriate height limitations shall be established based on the mix of uses and the adjacent property uses. The maximum height for primary and accessory buildings shall be stated on the preliminary development plan.

(~~8~~7) ~~*Special buffer requirement adjacent to residential areas*~~ *Minimum distance between structures.* ~~Along any boundary line adjacent to a residential area, a buffer yard shall be provided which shall be at least one hundred (100) feet in depth, measured from the property line.~~ No minimum distance between structures shall be required within a PUD district except as may be required by the Florida Building Code.

(9) *Maximum length of structures.* A building length may not exceed two hundred (200) feet unless the façade is either interrupted by wall plane projections and/or recesses of not less than five (5) feet in off-set and twenty (20) feet in length, and one (1) or more of the following or similar architectural features shall be required on each wall plane: pilasters, columns, canopies/porticos, arcades, colonnades, and/or parapets; or said excess beyond two hundred (200) feet is specifically authorized by the planning and zoning board.

(10~~8~~) *Access and traffic control.*

a. *Access ~~barrier~~.* ~~Each zoning lot, with its buildings, other structures, and parking and loading areas, shall be physically separated from each adjoining street by a curb or other suitable barrier against unchanneled motor vehicle ingress and egress. Such barrier shall be located at the edge of or within a twenty-foot-deep strip along the property line. Except for the access ways permitted by b. below, the barrier shall be continuous for the entire length of the property line.~~ Each dwelling unit or other permitted use shall have access to a public street either directly or indirectly via an approach private road, pedestrian way, court or other area dedicated to public or private use or common easement guaranteeing access. Permitted uses are not required to front on a public dedicated road. The city shall be allowed access on privately owned roads, easements and common space to insure the police and fire protection of the area, to meet emergency needs, to conduct city services, and to generally insure the health and safety of the residents and other users of the PUD.

b. *Access ways.* Each PUD shall have at least two (2) access ways from a public street ~~zoning lot shall have not more than two (2) access ways to any one (1) street~~ unless

unusual circumstances demonstrate the need for additional access points. ~~Each access way shall comply with the following requirements.~~ Where a PUD has accessible frontage on more than one roadway it is desirable that there should be one access onto each road as opposed to two accesses onto the same road.

~~The width of any access way leading to a public street shall not exceed twenty-four (24) feet at its intersection with the property line. Curb returns shall have a minimum radius of thirty (30) feet.~~

~~At its intersection with the property line, no part of any access way shall be nearer than one hundred (100) feet to the intersection of any two (2) street right-of-way lines, nor shall any such part be nearer than fifty (50) feet to any side or rear property line.~~

~~The location and number of access ways shall be so arranged that they will reduce traffic hazards as much as possible.~~

(11~~9~~) *Off-street parking areas.* All off-street parking spaces and servicing drives shall be located within the boundaries of the property being developed as a ~~shopping center~~ commercial or mixed-use PUD. Off-street parking spaces shall be provided in compliance with Appendix A, Art. XII. ~~at the rate of at least three (3) square feet of parking area to one (1) square foot of gross floor area. Spaces provided behind the stores or shops shall not be considered usable by the public and shall not be considered in calculating the minimum space required; provided, however, that if the shopping center is so designed that all the shops and stores face upon a central mall and all sections of the parking area are provided with adequate connecting internal drives, the location of parking areas may completely surround such shops and stores.~~

(12~~10~~) *Off-street loading areas.* All off-street loading areas shall be provided as needed and in compliance with Art. XII, Sec. 4. ~~Each shop or store shall have a rear or side entrance that is accessible to a loading area and service drive. Service drives shall be a minimum of twenty-six (26) feet in width and shall be in addition to and not part of the drives or circulation system used by the vehicles of the shoppers. The arrangement of truck loading and unloading facilities for each shop or store shall be such that in the process of loading or unloading no truck will block or extend into any other private or public drive or street used for vehicular circulation. Loading and delivery zones shall be clearly marked.~~

(13~~11~~) *Lighting.* All parking areas and access ways for vehicles and pedestrians shall be ~~flood-~~lighted at night and during business hours. All outside lighting shall be arranged and shielded to prevent glare or reflection, nuisance, inconvenience, or hazardous interference of any kind on adjoining street or residential properties.

(14~~12~~) ~~*Waste pens*~~ *Trash enclosures.* Each building shall be provided with ~~an enclosed waste pen~~ a trash enclosure of sufficient size to accommodate all trash and waste stored on the premises in accordance with Chapter 9 of the City Code.

(15~~13~~) *Trash burners or incinerators.* There shall be no trash burners or incinerators, or any burning of trash or rubbish on the premises.

(16) *Underground utilities*. Within the PUD, all utilities distribution systems including telephone, television cable, and electrical systems shall be installed underground. Primary facilities providing service to the site of the PUD may be exempted from this requirement. Large transformers shall be placed on the ground and contained within pad mounts, enclosures or vaults. The developer must provide landscaping with shrubs and plants to screen all utility facilities permitted aboveground. The planning and zoning board may require that substations be screened by trees and shrubs or walls resembling a structure which is compatible with the design of the buildings within the PUD.

(17) *Development standards*. The minimum construction requirements for streets or roads, sidewalks, sewer facilities, utilities and drainage shall be as established in the City Code and may be waived by the city council on the recommendation of the planning department, public works department and utilities department.

(18) *Preservation of trees*. Tree preservation shall conform to the requirements of the landscape regulations of the City of Cocoa.

(I~~H~~) PROCEDURE FOR RECEIVING APPROVAL OF A PRELIMINARY DEVELOPMENT PLAN AND TENTATIVE ZONING. The following procedures, applications and exhibits shall be required when applying for tentative zoning and approval of a preliminary development plan:

(1) ~~*Tentative*~~ *Preliminary development plan.* Before submission of a preliminary or final application for approval as a planned unit development zone, the developer and his or her registered engineer, architect, and site planner are encouraged to meet with planning and building department~~s~~ staff, as well as ~~and~~ the director~~s~~ of public works, utilities, fire and such other personnel as necessary to determine the feasibility and suitability of ~~his~~ the application. This step is encouraged so that the developer may obtain information and guidance from city personnel before entering into any binding commitment or incurring substantial expenses of site and plan preparation.

(2) *Preliminary development plan application.*

a. *Preliminary application:* A preliminary application ~~shall~~ may be submitted to the City of Cocoa ~~building department~~ Planning and Zoning Division by the developer requesting approval of the site as a planned unit development zone. Said preliminary application shall contain the name of the developer, surveyor and engineer who prepared the development plan topographic data map, and the name of the proposed planned unit development.

b. *Exhibits:* The following exhibits shall be attached to the preliminary application:

1. Vicinity map indicating the relationship between the planned unit development and its surrounding area including adjacent streets and thoroughfares.

2. Development plan that shall contain, but not be limited to the following information:

a) Proposed name or title of project, the name of the engineer, architect, and developer.

b) North arrow, scale (1" = 200' or larger) date and legal description of the proposed site.

c) Boundaries of tract shown with bearings, distances and closures and bulkhead lines. All existing easements, section lines, and all existing streets and physical features in and adjoining the project, and the existing zoning.

d) Names and locations of adjoining developments and subdivisions.

e) Proposed parks, school sites, or other public or private open space.

f) Vehicular and pedestrian circulation systems including off-street [parking] and loading areas, driveways and access points.

g) Site data including tabulation of the total number of gross acres in the project, the acreage to be devoted to each of the several types of primary residential and ~~secondary~~ nonresidential uses, and the total number of dwelling units. <u>All potential uses must be clearly listed on the preliminary development plan.</u>

h) Proposed common ~~open~~ space <u>by type</u>, including the proposed improvements and any complementary structures and the tabulation of the per cent of the total area devoted to common ~~open~~ space <u>by type</u>. Areas qualifying for common ~~open~~ space shall be specifically designated on the site plan.

i) Delineation of specific areas designated as a proposed <u>development</u> stage. Commercial and residential areas being clearly delineated as separate areas.

j) General statement indicating proposed means of drainage for the site to insure conformity with natural drainage within the vicinity area or with the drainage plan established within the vicinity area.

k) General location within site of each primary residential and nonresidential use, and the proposed amount of land to be devoted to individual ownership.

l) Schematic drawings of the elevation and architectural construction of the proposed structures.

m) The proposed method of dedication and administration of proposed common open space.

<u>n) Title Opinion: A title opinion from an attorney or a property information report that is prepared within the preceding 90 days showing the status of</u>

the title to the site encompassed by the preliminary development plan and all liens, encumbrances and defects, if any.

o) Traffic Report: A traffic study and analysis, prepared by a duly qualified expert, regarding both the estimated impact of the proposed preliminary development plan on the neighborhood and surrounding properties and the established level of service on affected roads.

3. Topographic data map drawn to a scale of two hundred (200) feet to one (1) inch or larger by a registered surveyor and/or engineer showing:

a) The location of existing property lines both for private property and public property, streets, buildings, watercourses, transmission lines, sewers, bridges, culverts and drain pipes, water mains, and any public utility easements.

b) Wooded areas, wetlands, streams, lakes, marshes, floodplains, and any physical conditions affecting the site.

c. *Submittal:*

1. The PUD zoning application and preliminary development plan shall be submitted to the City of Cocoa Community Services ~~building~~ department ~~at least thirty (30) days prior to any scheduled meetings of the Planning and Zoning Board of the City of Cocoa~~ for review.

2. A fee in accordance with Article XXI shall accompany the PUD application for the purpose of administration.

3. The application shall include ~~five (5) black or blueline prints of the development plan and a minimum of~~ two (2) copies of the required exhibits and one (1) electronic copy.

d. *Application review:* The preliminary development plan shall be reviewed formally by the ~~planning and building~~ departments comprising the city's development review committee ~~as necessary~~ to determine the feasibility and suitability of the plan prior to the submission of the PUD zoning application to the Planning and Zoning Board of the City of Cocoa. The Planning and Zoning Board of the City of Cocoa shall then review said preliminary development plan to determine its conformity with the official plans and policies of the City of Cocoa and the requirements of this section.

Upon completion of its review, the Planning and Zoning Board of the City of Cocoa shall recommend to the city council, the approval, approval subject to conditions, or disapproval of the preliminary development plan application.

e. *Review criteria:* The decision of the Planning and Zoning Board of the City of Cocoa on the preliminary development application shall include the findings of fact that

serve as a basis for its recommendation. In making its recommendation, the Planning and Zoning Board of the City of Cocoa shall consider the following facts:

1. Degree of departure of proposed planned unit development from surrounding areas in terms of character and density.
2. Compatibility within the planned unit development and relationship with surrounding neighborhoods.
3. Prevention of erosion and degrading of surrounding area.
4. Provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control and soil conservation as shown in the preliminary development plan.
5. The nature, intent and compatibility of common ~~open~~ space, including the proposed method for the maintenance and conservation of said common ~~open~~ space.
6. The feasibility and compatibility of the specified stages contained in the preliminary development plan to exist as an independent development.
7. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed planned unit development.
8. The availability and adequacy of water and sewer service to support the proposed planned unit development.
9. The benefits within the proposed development and to the general public to justify the requested departure from standard land use requirements inherent to a planned unit development classification.
10. The conformity and compatibility of the planned unit development with any adopted development plan of the City of Cocoa.
11. The conformity and compatibility of the proposed common ~~open~~ space, primary residential and ~~secondary~~ nonresidential uses within the proposed planned unit development.

f. *Review by the city council:* Upon receiving the recommendation of the Planning and Zoning Board of the City of Cocoa, the city council shall, at a regularly scheduled public meeting, review said recommendation and preliminary development plan and either approve, approve subject to conditions, or disapprove the preliminary development plan application. Approval of the preliminary development plan indicates approval of the PUD zoning subject to acceptance of the final development plan. The decision of the council shall be based upon consideration of the fact specified as review criteria for the planning and zoning board in subsection "e" of this subsection.

g. *Recordation of preliminary application:* In the event the ~~primary~~ preliminary development plan application is approved by the city council, a copy of said application and required exhibits shall be certified and approved by the city clerk and said certified copy shall be filed with the City of Cocoa as a permanent record. A notice of said approval and filing containing a legal description of the site shall be recorded in the official records of the City of Cocoa, Florida.

~~[(3) Reserved.]~~

(3~~4~~) In the event that any PUD application is in excess of one thousand (1,000) acres, the city council may approve planned unit development zoning based on the requirements of section (I~~H~~) above on a revised or general basis. Specifically, the exact requirements of (I~~H~~)(2)b.2., subsections ~~b),~~ c), k), l) and (I~~H~~)(2)b.3., may be revised in terms of map scale and detail required. Following this, the developer shall have six (6) months to present a preliminary development plan for any minimum stage of ten (10) acres. At the request of the developer, and for good cause shown, the city council may extend said period required for filing of said plan for a time certain not to exceed six (6) months. Said plan shall be reviewed by the planning and zoning board and procedure of section (I~~H~~) would specifically then apply to any stage or the total development. Provided, however, approval of a preliminary development plan of a minimal stage or the total development shall be a condition precedent to the filing of an application for the approval of a final development plan under section (J~~I~~) of this district regulation.

(J~~I~~) PROCEDURE FOR SECURING APPROVAL OF A FINAL DEVELOPMENT PLAN. The developer shall have one (1) year from the approval of the preliminary development plan for a planned unit development zone in which to file a final development plan application. The planning and zoning board shall then review the final development plan and determine the acceptability of said plan in view of the preliminary plan as approved and recorded. The planning and zoning board shall then recommend to the city council the approval, approval subject to conditions, disapproval or such other action as may be appropriate. The final development plan application may request approval for the entire planned unit development plan or any stage ~~(minimum ten (10) acres)~~. If approval is not requested for the entire planned unit development, the developer shall have one (1) year from approval of the final development plan application to file another final development plan application for approval of any or all of the remaining stages specified in the preliminary development plan. At the request of the developer, and for good cause shown, the Cocoa City Council may extend for a time certain not to exceed one (1) year the period for the filing of said application.

(1) *Required exhibits.* The following exhibits shall be attached to the final development plan application:

a. *Engineering plans* showing:

1. Existing ground surfaces and proposed elevations in the planned unit development.

2. If deemed necessary by the city, subsurface conditions on the tract, including the location and results of tests made to ascertain the conditions of subsurface soil, rock, and groundwater, and the existing depth of groundwater.

3. Typical cross-sections of proposed grading, streets and sidewalks, canals and waterways.

4. Proposed type of pavement in accordance with city specifications.

5. Layout of water distribution, sanitary sewers and storm drainage systems, with grades and sizes indicated.

6. Final engineering drawing of water, sanitary sewer and storm drainage systems and sidewalks, streets, bulkheads, street name signs, and adequate lighting. Said engineering plans shall be in conformity with the requirements and specifications of the City of Cocoa subdivision regulations ~~as required in subsection (G)(10)~~.

b. *A final development plan* containing, in addition to those items specified in subsection (I~~H~~)(2)b, the following information:

1. Dedication of owner and completion of certificate of surveyor.

2. The location, dimensions and character of construction of all proposed streets, driveways, points of ingress and egress, loading areas, number of parking spaces and areas, ~~primary~~ residential areas and structures, ~~secondary~~ nonresidential areas and structures, recreational areas and structures, and common ~~open~~ space areas by type. All primary and secondary uses must be clearly listed on the final development plan.

3. Proposed lot lines (if any), lot and block numbers and dimensions of all primary ~~nonresidential uses,~~ and secondary uses proposed.

4. The proposed architectural and landscape design of all structures and common ~~open~~ space that clearly reflects the compatibility of the variety of primary and secondary uses proposed.

5. Location and width of canals and waterways.

6. Reservations, easements, alleys and any areas to be dedicated to public uses or sites for other than residential use with notes stating their purpose and any limitations.

7. Sufficient data to determine readily and reproduce on the site the location, bearing and length of every street line, lot line, boundary line and block line, whether curved or straight.

8. The radius, central angle, point of tangent, tangent distance and arcs and chords of all curved property lines.

9. A legal description of the planned unit development boundaries with bearings, distances and tie point.

10. Accurate location and description of all monuments and markers.

~~An original~~ Two (2) paper copies of the final development plan plus one (1) electronic copy shall be filed~~, plus five (5) black or blue-line prints~~.

All dimensions should be to the nearest one two-hundredth ( 1/200 ) of a foot, and angles to the nearest second.

The final development shall meet the platting requirements of Florida Statutes, Chapter 177. In case of a large plan that may require two (2) or more, sheets are to be indicated on the first sheet below the title.

c. *Development schedule:* The development schedule shall contain the following information:

1. The order of construction of the proposed stages delineated in the development plan.

2. The proposed date for the beginning of construction of said stages.

3. The proposed date for the completion of construction of said stages.

4. The proposed schedule for the construction and improvement of common ~~open~~ space within said stages, including any complementary buildings.

d. *Deed restrictions:* Deed restriction proposals to preserve the character of the common ~~open~~ space as set forth in subsection "c". Said deed restrictions shall include a prohibition against partition by any residential property owner.

e. *Association or nonprofit corporation:* If the developer elects this method of administering common open space, the proposed bylaws of the association or the certificate of incorporation and the corporate bylaws of the nonprofit corporation shall be submitted for approval by the city.

f. *Instruments:* Instruments dedicating all rights-of-way, easements and other public lands shown on the final development plan from all persons having any interest in said land.

g. *Bill of sale:* A bill of sale, conveying to the city water and sewer utility lines, mains, lift stations, and other personal property required to be installed by this chapter [ordinance] and accepted by the city.

h. *Instruments:* Indicating that all necessary off-site easements of dedications have been acquired. In lieu of originals, "certified true copies" will be accepted if the recording information from the public records of Brevard County, Florida, is included thereon.

i. *Title opinion:* A title opinion from an attorney or a property information report obtained within the preceding 30 days showing the status of the title to the site encompassed by the final development plan and all liens, encumbrances and defects, if any.

j. *Tax receipts:* Paid receipts indicating ad valorem taxes have been paid in full up to and including the current period.

k. *Tree Removal/Land Clearing Application.* A tree removal application in conformance with the requirements of Article XIII, Section 22.

l. *Floodplain Development Permit Application.* If applicable, a floodplain development permit application in conformance with the requirements of the City Code and the City's Comprehensive Plan.

(2) *Procedure.*

a. A fee in accordance with Article XXI shall accompany the final development plan application for the purpose of administration.

b. The planning department upon consultation with the ~~engineering~~ other city departments comprising the development review committee shall recommend the approval, approval subject to conditions, or disapproval of the final development plan with the preliminary development plan, the sufficiency and accurateness of the required exhibits, and the requirements and purposes of this section and ordinances and regulations of the City of Cocoa. If the planning department determines that the final development plan is not substantially in conformance with the approved preliminary development plan, the planning and zoning board shall review the final development and determine the acceptability of said plan in view of the preliminary concept as approved and recorded. The planning and zoning board shall recommend the approval, approval subject to change, or denial of the final development plan.

c. The city council shall review the recommendations of the planning department and ~~engineering~~ other departments reviewing the application at the regular public meeting of the city council and shall approve, approve subject to conditions, or deny the final development plan application.

(3) *Recording of final development plan.*

a. After approval by the city council of the City of Cocoa of the final development plan application, the clerk of the city shall see that all requirements of Florida Statutes, Chapter 177, have been complied with before the final development plan is recorded in the public records of Brevard County, Florida. No final development plan of a planned unit development within Cocoa shall be recorded unless it shall have the approval of the city council of the City of Cocoa inscribed thereon.

b. The transfer of, sale of, agreement to sell, or negotiation to sell land by reference to or exhibition of, or other use of final development plan of a planned unit development, or portion thereof, that has not been given final approval of the city council of Cocoa and recorded in the official records of Brevard County, Florida, is prohibited. The description by metes and bounds in the instrument of transfer or other documents shall not exempt the transaction from such prohibition.

(KJ) PHYSICAL REVIEW. The city shall have the right to evaluate the physical layout, architectural characteristics, and amenities of the planned unit development and to suggest changes or modifications designed to create compatibility and conformity in the variety of uses within the development to insure, protect and promote the health, safety and general welfare of the property owners of the planned unit development and the residents of the City of Cocoa.

(LK) BUILDING PERMIT. No building permit shall be issued by the City of Cocoa until the final development plan has been approved and duly recorded as provided in this section.

(ML) BONDING. Prior to the commencement of construction within the site of a planned unit development, the developer shall file with the city the following contracts and bonds for the appropriate stage of development:

(1) A performance, labor and material payment bond for the completion of the construction of all public improvements specified in the final development plan within one (1) year from the date of commencement of construction.

(2) A performance, labor and material payment bond for the completion of the construction of all common open areas designated in the final development plan within one (1) year from the date of commencement of construction.

(3) A maintenance warranty bond in the amount of ten percent (10%) of the total cost of the construction of all public improvements to be in force for a period of two (2) years following acceptance by the city of the final construction of said public improvements.

All such bonds shall be from a company licensed as a surety in the State of Florida, listed by the U.S. Treasury Department, as rated A: AAA in Best's Insurance Guide. Upon acceptance of all improvements described in subsections (1) and (2), above, said performance and payment bonds shall be released. All of the provisions relating to bonding contained in the subdivision regulations of the City of Cocoa shall be fully applicable to the bonds required under this section.

(NM) TERMINATION OF PUD ZONE.

(1) Any owner of all or a portion of land that has been designated a planned unit development under the provisions of this section can apply to the city for the termination of that portion of a stage within an approved final development plan within which his property is located if construction has not been commenced pursuant to said final development plan. The procedure for said termination shall be that applicable to the land use classification change under the zoning regulations of the City of Cocoa.

(2) Failure of the developer to file a final development plan application within the time periods specified in subsection (J~~I~~) shall automatically revoke approval of the preliminary development plan filed under subsection (I~~H~~)(2)g., and the site shall revert to the zoning classifications for which the property was zoned prior to the approval of said preliminary plan. A notice of said revocation, containing a legal description of the site, shall be recorded in the official records of Cocoa, Florida.

(O~~N~~) ENFORCEMENT. In addition to any other method of enforcement, the city shall have the power to enforce the provisions of this section by an appropriate suit in equity.

~~(O) SPECIAL EXCEPTIONS.~~

~~(1) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.~~

~~(2) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.~~

(P) AMENDMENT OF PUD. Proposals to amend an approved final PUD shall be processed as follows:

(1) Applicant-generated modifications or requests for revision(s) that result in any substantial changes to the final development plan as determined by the city, including changing the basic design, density, uses, circulation, or common space requirements of the planned unit development, shall be treated and processed as a new preliminary or final PUD application.

(2) Applicant-generated modifications or requests for revision(s) that do not result in any substantial changes to the final development plan as determined by the city may be administratively approved following review of city staff and shall not be treated as a new application. The applicant shall be required to submit new engineering plans documenting the minor changes, which shall be kept on file with the City of Cocoa as a permanent record and may be required to be recorded in the public records of Brevard County, Florida.

*** * ***

**Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

**Section 4. Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical,

and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

**Section 5.** **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 6.** **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2020.

_____

**Jake Williams Jr., Mayor**

ATTEST:

_____

Carie Shealy, City Clerk

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-445 | **Version:** | 2 | **Name:** | |
| **Type:** | Appointment | | | **Status:** | Council Busines |
| **File created:** | 7/17/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Consider the Appointment of current Code Board Alternates Kimberly Curtis or Vinnie Richardson as a Regular Member of the Code Enforcement Board. (Administrative Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Scott Hannon Board Member Resignation.pdf<br>Code Enforcement Board Roster.pdf<br>Curtis Board application.pdf<br>Richardson Board application.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2020
Agenda Date: August 12, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Kimberly Curtis or Vinnie Richardson as a Regular Member of the Code Enforcement Board.

## BACKGROUND:

Due to the recent resignation of Mr. Scott Hannon, a vacancy has been created on the Code Enforcement Board. Currently there are two Alternate members on the Board, Kimberly Curtis and Vinnie Richardson, who both meet the criteria for serving on a City Board as a Regular member. If Council wishes to appoint one of the Alternate members, that person would be fulfilling the term of Mr. Hannon which is set to expire in June, 2021. The Assistant City Clerk reached out to both alternate members but to date has only heard from Ms. Kimberly Curtis who is interested in the regular member seat.

Both Alternate members were appointed at the Regular City Council meeting of December 11, 2019. A current Code Enforcement Board roster has been attached for Council's reference.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Consider the Appointment of Kimberly Curtis or Vinnie Richardson as a Regular Member of the Code Enforcement Board.

**From:** Darla Crowl
**To:** Carie Shealy
**Cc:** Monica Arsenault
**Subject:** Scott Hannon Board Member
**Date:** Tuesday, July 14, 2020 4:00:07 PM
**Attachments:** image003.png

---

FYI

Darla,
As always, thanks for the agenda and the notice of cancellation.

I am often traveling great distances to be sure I'm here at home in Florida for these code board meetings. I know it's not your fault, but this is not the first time there has been a cancellation of the meeting on relatively short notice. I can't operate like that, and I'm not sure it's reasonable to ask qualified members of the public to serve on a board that is run in that manner. I think that problem needs to be solved or the board will find it difficult to fill those seats with good board members. I suspect that has already been the case in the past. For that reason, I am submitting my resignation from the Code Enforcement Board upon receipt of this notice.

Thank you and all the staff for all your help in the past and best of luck to you and the Code Enforcement Board.

Best regards,

***W. Scott Hannon, Esq.***
**(443) 857-9797**

**Darla Crowl**







**Code Enforcement Coordinator**
**Cocoa Police Department**
1226 W. King Street., Cocoa, FL 32922
Phone: (321) 433-8508
dcrowl@cocoafl.org

*Serving our Community with Pride!*

| **Code Enforcement Board** | **Meets Third Thursday Every Month @ 6pm** | | **Expirations in June** | |
|---|---|---|---|---|
| **(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)** | | | | |
| **MEMBER** | **ADDRESS** | **PHONE** | **APPOINTED** | **EXPIRES** |
| Jim Gifford – Chairperson | 2807 Tulane Drive, 32926-5756<br><br>jgifford@cfl.rr.com | 427-9645 cell | 5/16 Reappointed<br>6/13 Reappointed<br>4/10 Reappointed<br>5/07 Reappointed<br>4/04 Reappointed<br>11/95 Appointed | 2022 |
| Virginia Weaver | 2303 MacFarland Drive,<br>Cocoa, FL 32922-7034<br><br>chargin316@cfl.rr.com | 632-9241 | 07/15 Reappointed<br>05/12 Reappointed<br>05/09 Reappointed<br>05/06 Reappointed<br>8/04 Appointed to Unexpired Term | 2021 |
| George Brown, Jr., Vice Chairperson | 555 W. King Street, 32922-7421 | 632-6563 | 06/20 Reappointed<br>07/17 Reappointed<br>05/14 Reappointed<br>05/11 Reappointed<br>6/08 reappt.<br>4/05 Reappointed<br>1983 Appointed | 2023 |
| Lloyd Roberts | 1131 Grove Avenue<br>Cocoa, FL 32922<br><br>Roberts.lloyd2@gmail.com | 321-684-8449 | 07/19 Appointed<br>(Filling unexpired term of Cicerrella) | 2021 |
| Edward Green<br>(Replaced Michael Klug) | 104 Riverside Dr.<br>Apt. 204<br>Cocoa, FL 32922<br><br>Edgreen20@gmail.com | 321-617-5554 | 08/18 Appointed | 2021 |
| ~~W. Scott Hannon~~<br>**VACANCY** | ~~1113 Westview Dr.~~<br>~~Cocoa, FL 32922~~<br><br>~~Spacecoast32922@gmail.com~~ | ~~443-857-9797~~ | ~~Filled Stephanie Moretto's seat when she resigned (4/18)~~<br>~~08/18 Appointed~~ | ~~2021~~ |
| David Lightholder | 219 Broadview Dr.<br>Cocoa, FL 32922<br>Dave-jr0@LBCMI.us | 636-1354 hm<br>449-9494 wk<br>863-4774 cell | 05/15 Reappointed<br>03/15 appointed<br>(filled C. Young seat) | 2021 |
| 1st Alternate<br>Kimberly Curtis | 772 Cressa Circle<br>Cocoa, FL 32926<br><br>Kimberlycurtis425@gmail.com | 321-261-1125 hm | 12/11/19 appointed | No expiration |
| 2nd Alternate<br>Vinnie Richardson | 1050 N. Fiske Blvd. #406<br>Cocoa, FL 32922<br><br>vinnierichardson@gmail.com | 321-616-5771 hm | 12/11/19 appointed | No expiration |
| LIAISON | Councilmember Boisvert | | Updated 12/18 | |
| Counsel: Debra Babb-Nutcher | Brown, Garganese, Weiss & D'Agresta | | | |
| RECORDING SECRETARY | Darla Crowl | 433-8508 | | |

19-597

**Carie Shealy**

**From:** noreply@civicplus.com
**Sent:** Thursday, October 10, 2019 10:18 AM
**To:** Carie Shealy
**Subject:** Online Form Submittal: Application for Board/Committee Membership

This email originated from an outside source. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you believe this is a phishing or malicious email, please forward this email to phishing@cocoafl.org.

# Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
*City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check*, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

| | |
|---|---|
| First Name | Kimberly |
| Last Name | Curtis |
| Application Date | 10/10/2019 |
| Address1 | 772 Cressa |
| City | Cocoa |
| State | FL |
| Zip | 32926 |
| District | District 3 |
| Home Phone Number | 3212611125 |
| Work Phone Number | *Field not completed.* |
| Cell Phone Number | *Field not completed.* |
| Other Phone Number | *Field not completed.* |
| Place of Business | Darden Restaurants |

| | |
|---|---|
| Title/Position Held | Senior Paralegal, Development Law |
| Date of Birth* | 1/23/2019 1/23/1970 |
| E-mail Address | kimberlycurtis425@gmail.com |

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

| | |
|---|---|
| Various City Boards/Committees Available | Code Enforcement/Drug Related Public Nuisance Board, Housing Authority, Redevelopment Agency (Cocoa) |

(Section Break)

## Eligibility

| | |
|---|---|
| Have you been a City of Cocoa resident for at least 6 months? | Yes |
| Do you own property or a business in Cocoa? | Yes |
| Are you registered to vote in Brevard County, Florida? | Yes |
| Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. | No |
| If yes, have your civil rights been restored? | *Field not completed.* |
| Do you consent to a standard criminal background check? | Yes |

(Section Break)

## Miscellaneous Information

| | |
|---|---|
| Do you currently serve on any other City of Cocoa board? | No |
| Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage? | No |
| Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. | No |
| If yes, please provide details. | *Field not completed.* |

(Section Break)

## Interests and Experience

| | |
|---|---|
| Additional Information May be Attached | Kimberly S. Curtis.pdf |
| Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee. | Currently serving as Treasurer of Fern Meadows Homeowners Association and would like to get more involved in with the City of Cocoa. I would be honored to be a part of helping the community in whatever capacity is needed. |

(Section Break)

## State Reporting Requirements

*Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:*

| | |
|---|---|
| Race | Caucasian |
| Gender | Female |
| Disability | *Field not completed.* |
| | *Field not completed.* |

(Section Break)

Applicant Certification

*By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.*

| | |
|---|---|
| Signature | Kimberly Curtis |
| Date: | 10/10/2019 |
| Social Security Number | [redacted] |
| Drivers License Number | |
| City Board and Committee Information as well as Meeting Information | Boards and Committees |

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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19-597

**Carie Shealy**

**From:** noreply@civicplus.com
**Sent:** Monday, September 23, 2019 10:09 AM
**To:** Carie Shealy
**Subject:** Online Form Submittal: Application for Board/Committee Membership

This email originated from an outside source. Links or attachments unless you recognize the sender and know the content is safe. If you suspect this is a phishing or malicious message please click the button above.

# Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
*City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check*, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

| | |
|---|---|
| First Name | Vinnie |
| Last Name | Richardson |
| Application Date | 9/23/2019 |
| Address1 | 1050 N. Fiske Blvd Unit 406 |
| City | Cocoa |
| State | FLORIDA |
| Zip | 32922 |
| District | District 1 |
| Home Phone Number | 321-616-5771 |
| Work Phone Number | *Field not completed.* |
| Cell Phone Number | *Field not completed.* |
| Other Phone Number | *Field not completed.* |
| Place of Business | Career Source |

| | |
|---|---|
| Title/Position Held | Case Manager |
| Date of Birth* | 9/23/2019 07/17/1954 |
| E-mail Address | vinnierichardson@gmail.com |

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

| | |
|---|---|
| Various City Boards/Committees Available | Code Enforcement/Drug Related Public Nuisance Board, Housing Authority, Redevelopment Agency (US 1) |

(Section Break)

## Eligibility

| | |
|---|---|
| Have you been a City of Cocoa resident for at least 6 months? | Yes |
| Do you own property or a business in Cocoa? | No |
| Are you registered to vote in Brevard County, Florida? | Yes |
| Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. | No |
| If yes, have your civil rights been restored? | *Field not completed.* |
| Do you consent to a standard criminal background check? | Yes |

(Section Break)

## Miscellaneous Information

| | |
|---|---|
| Do you currently serve on any other City of Cocoa board? | No |
| Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage? | No |
| Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. | No |
| If yes, please provide details. | *Field not completed.* |

(Section Break)

## Interests and Experience

| | |
|---|---|
| Additional Information May be Attached | *Field not completed.* |
| Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee. | Affordable housing has been my life. I am a trained and skill HUD approved Housing Counselor and have worked with various nonprofit to help them secure funding. My primary interest is to do everything to improve the housing situation for low income individuals in my community. |

(Section Break)

## State Reporting Requirements

*Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:*

| | |
|---|---|
| Race | African-American |
| Gender | Female |
| Disability | *Field not completed.* |
| | *Field not completed.* |

(Section Break)

Applicant Certification

*By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.*

| | |
|---|---|
| Signature | Vincent Richardson |
| Date: | 9/23/2019 |
| Social Security Number | [redacted] |
| Drivers License Number | |
| City Board and Committee Information as well as Meeting Information | Boards and Committees |

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-451 | **Version:** | 1 | **Name:** | |
| **Type:** | Appointment | | | **Status:** | Council Busines |
| **File created:** | 7/21/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Consider the Appointment of Ms. Jennifer Roberts as a member to the Sustainability Advisory Committee. (Administrative Services Director). | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Board Application - Jennifer Roberts.pdf<br>07_31_2020 Consideration Letter-Roberts.pdf<br>Sustainability Advisory Committee Roster.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 21, 2020
Agenda Date: August 12, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Ms. Jennifer Roberts as a member to the Sustainability Advisory Committee.

## BACKGROUND:

The Sustainability Advisory Committee currently has three (3) Regular member vacancies. Ms. Jennifer Roberts, who meets the qualifications for serving on a City Board has submitted an application for board membership. A current Sustainability Advisory Committee Roster is attached for Council's review.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

City Council appoints and reappoints to City Boards as vacancies arise and expirations occur.

## RECOMMENDED MOTION:

Consider the Appointment of Ms. Jennifer Roberts as a member to the Sustainability Advisory Committee.

**Carie Shealy**

**From:** noreply@civicplus.com
**Sent:** Sunday, July 05, 2020 8:39 AM
**To:** Carie Shealy
**Subject:** Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

# NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
*City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check*, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

| | |
|---|---|
| First Name | Jennifer |
| Last Name | Roberts |
| Application Date | 7/5/2020 |
| Address1 | 1625 Ridge Dr. |
| City | Cocoa |
| State | Florida |
| Zip | 32926 |
| District | District 3 |
| Home Phone Number | 321-522-7419 |
| Work Phone Number | 321-522-7419 |
| Cell Phone Number | 321-522-7419 |
| Other Phone Number | *Field not completed.* |
| Place of Business | Consumer Directed Care Plus |
| Title/Position Held | In Home Care Attendant |

| | |
|---|---|
| Date of Birth* | 2/18/1983 |
| E-mail Address | theonlyjenyouneed@gmail.com |

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

| | |
|---|---|
| Various City Boards/Committees Available | Sustainability Advisory Committee |

(Section Break)

## Eligibility

| | |
|---|---|
| Have you been a City of Cocoa resident for at least 6 months? | Yes |
| Do you own property or a business in Cocoa? | Yes |
| Are you registered to vote in Brevard County, Florida? | Yes |
| Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. | No |
| If yes, have your civil rights been restored? | *Field not completed.* |
| Do you consent to a standard criminal background check? | Yes |

(Section Break)

## Miscellaneous Information

| | |
|---|---|
| Do you currently serve on any other City of Cocoa board? | No |

| | |
|---|---|
| Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage? | No |
| Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. | No |
| If yes, please provide details. | *Field not completed.* |

(Section Break)

## Interests and Experience

| | |
|---|---|
| Additional Information May be Attached | *Field not completed.* |
| Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee. | I just want to be able to give my time to help the city I grew up in and where I now have my own children. |

(Section Break)

## State Reporting Requirements

*Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:*

| | |
|---|---|
| Race | Caucasian |
| Gender | Female |

| | |
|---|---|
| Disability | *Field not completed.* |
| | *Field not completed.* |
| | (Section Break) |

Applicant Certification

*By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.*

| | |
|---|---|
| Signature | Jennifer Lee Roberts |
| Date: | 7/5/2020 |
| City Board and Committee Information as well as Meeting Information | Boards and Committees |

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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COCOA
FLORIDA

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

July 31, 2020

Ms. Jennifer Roberts
1625 Ridge Drive
Cocoa, FL 32926

RE: Appointment as a Regular member to the Sustainability Advisory Committee

Dear Ms. Roberts,

Your application for appointment to the Sustainability Advisory Committee will be considered by the City Council at its regular meeting on August 12, 2020.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

| **Sustainability Advisory Committee (established by Resolution No. 2017-137) Meets on the First Thursday of the Month**<br>**Agency** | | | | **No Expiration** |
|---|---|---|---|---|
| **MEMBER** | **ADDRESS** | **PHONE** | **APPOINTED** | **EXPIRES** |
| Jennifer L. Riggs<br>Chairperson | 1629 N. Indian River Drive<br>Cocoa, FL 32922<br>District 2<br><br>jlovittriggs@gmail.com | 414-698-8750 | 02/27/18<br>appointed | |
| Melissa Martin | 5404 Brilliance Cir.<br>Cocoa, FL 32926<br><br>Meilang76@gmail.com | 321-439-6118 | 01/2019<br>Appointed | |
| **VACANCY**<br>~~Rafael Costas~~ | [redacted]<br><br>~~rafycostasrc@gmail.com~~ | [redacted] | ~~06/26/18~~<br>~~appointed~~ | |
| **VACANCY**<br><br>~~Gisele Nieman~~<br>Resigned effective 11/7/19<br><br>~~(1/3 of members outside of Cocoa)~~ | ~~4445 Seneca Avenue~~<br>~~Cocoa, FL 32926~~<br>~~District 1 (unincorporated)~~<br><br>~~Gnieman13@gmail.com~~ | ~~321-446-8920~~ | ~~02/27/18~~<br>~~appointed~~ | |
| Marlene Weiss<br>Committee member | 2415 Tulane Drive<br>Cocoa, FL 32926<br>District 3<br><br>naturalhealingmassage@gmail.com | 321-298-5831 | 02/27/18<br>appointed | |
| Linda Gombert | 2323 Elon Drive<br>Cocoa, FL 32926<br><br>gombert@bellsouth.net | 321-639-4017<br>hm & wk<br>321-446-9338<br>cell | 06/26/19<br>appointed | |
| Angelique Rinaldi<br><br>(2/3 of members outside of Cocoa) | 806 Switchgrass Island Road<br>Cocoa, FL 32926<br><br>Angelique.rinaldi@myfloridahouse.gov | 321-615-7397<br>hm | 06/26/19<br>appointed | |
| Robert Musser<br>Vice Chairman | 407 N. Indian River Drive<br>Cocoa, FL 32922<br><br>RMusser@att.net | 321-212-7678<br>(hm)<br>321-394-3256<br>(work)<br>727-686-9778<br>(cell) | 04/24/18<br>appointed | |
| Josephine Shim<br>Committee member<br><br>(1/3 of members outside of Cocoa) | 4010 Dakota Avenue<br>Cocoa, FL 32926<br><br>Shimjo2001@yahoo.com | 321-636-4493<br>(hm)<br>321-431-9932<br>(cell) | 04/24/18<br>appointed | |
| Kaylyn Palmer | 4361 Camberly Street<br>Cocoa, FL 32927 | 321-458-4576<br>hm | 12/11/19<br>appointed | |

| | | | | |
|---|---|---|---|---|
| (3/3 of members outside of Cocoa) | kaylynpalmerkbb@gmail.com | | | |
| | | | | |
| LIAISON | Councilmember Koss | (321) 474-8445 | Updated 12/18 | |
| Counsel: Kristin Eick | Garganese, Weiss, D'Agresta & Salzman | (407) 425-9566 | | |
| RECORDING SECRETARY | Courtney Jackson | 433-8490 | Updated 5/13/19 | |

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-481 | **Version:** | 1 | **Name:** | |
| **Type:** | Appointment | | | **Status:** | Council Busines |
| **File created:** | 7/30/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Consider Kathy Hamilton-Brown as the Mayor's appointment to the Police Community Relations Advisory Committee. (Administrative Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 07_2020 Application.pdf<br>07_31_2020 Consideration Letter-Brown.pdf<br>PAC Roster.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2020
Agenda Date: August 12, 2020
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider Kathy Hamilton-Brown as the Mayor's appointment to the Police Community Relations Advisory Committee.

## BACKGROUND:

At the Regular City Council Meeting held on October 24, 2018, Resolution No. 2018-097 was approved, establishing the Cocoa Police Community Relations Advisory Committee. Per Section 2(c) of the Resolution explains the committee composition and notes that *"each Councilmember shall have one appointment and the Coastal Florida Police Benevolent Association shall have one appointment. Additionally, the City Council shall by majority vote make one at-large appointment nominated by any Councilmember, City Manager of Police Chief how is a head of a Civic Organization."*

Mr. Kevin McCann was originally appointed by the Mayor, however, due to his relocation of his residence and business to Merritt Island, he is no longer eligible for serving on the committee. Mayor Williams is requesting the appointment of Ms. Kathy Hamilton-Brown as his new appointee. Ms. Hamilton-Brown currently meets all of the qualifications for serving on a City board.

Ms. Hamilton-Brown's application is attached for your review as well as a current Board listing.

## STRATEGIC PLAN CONNECTION:

NA

## BUDGETARY IMPACT:

NA

## PREVIOUS ACTION:

Appointments and reappointments are made to City boards and committees as vacancies arise and expirations occur.

## RECOMMENDED MOTION:

Consider Kathy Hamilton-Brown as the Mayor's appointment to the Police Community Relations Advisory Committee

# CITY OF COCOA
# APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

**(Please Print)**

Name: Kathy Hamilton-Brown Application Date: _____

Street Address, Including Zip Code: 306 Edinburgh Dr., Cocoa, FL 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 ✓ District 3 _____ District 4 _____

Telephones: Home: _____ Work: _____ Pager: _____ Cell: (321) 795-7668

Place of Business: Suntree Elementary

Title/Position Held: Assistant Principal

Date of Birth[2] July 26, 1970

Email Address: kathyjhamilton@yahoo.com

**VARIOUS CITY BOARDS/COMMITTEES AVAILABLE**
(Please Check All Those That Interest You)

| | | | |
|---|---|---|---|
| | Affordable Housing Advisory Committee | | Pension Board - General Employees |
| | Board of Adjustment | | Pension Board – Police |
| | Brownfields Advisory Board | | Planning & Zoning Board |
| | Code Enforcement/Drug Related Public Nuisance Board | | Redevelopment Agency (Cocoa) |
| | Housing Authority | | Redevelopment Agency (Diamond Square) |
| | Pension Board - Fire | | Redevelopment Agency (US 1) |
| | Sustainability Advisory Committee | | Utilities Advisory Board |
| | | ✓ | Cocoa Police Department Advisory Board |

## ELIGIBILITY

| | | | | |
|---|---|---|---|---|
| Have you been a City of Cocoa resident for at least 6 months? | Yes | ✓ | No | ____ |
| Do you own property or a business in Cocoa? | Yes | ✓ | No | ____ |
| Are you registered to vote in Brevard County, Florida? | Yes | ✓ | No | ____ |
| Have you ever been convicted or found guilty, regardless | | | | |

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ✓

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ✓ No ____
**(PLEASE SEE ATTACHED ADDENDUM)**

## MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

## INTERESTS AND EXPERIENCE
## (Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

As a City of Cocoa resident, I am a part of several organizations that provide support to people and communities. In addition, I volunteered with organizations across Brevard County. I truly believe that being involved and serving is one of the greatest gifts a person can do.

## 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
____ Caucasian

GENDER

____ Male
✓ Female

DISABILITY

____ Physically Disabled

COCOA
FLORIDA

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

July 31, 2020

Ms. Kathy Hamilton-Brown
306 Edinburgh Drive
Cocoa, FL 32922

RE: Appointment as a Member of the Police Community Relations Advisory Committee

Dear Ms. Hamilton-Brown,

Your application for appointment to the Police Community Relations Advisory Committee will be considered by the City Council at its regular meeting on August 12, 2020.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

| **Police Community Relations Advisory Board (Established by Resolution No. 2018-097)** | **Meets Quarterly @ 6pm** | | | **Expirations Vary** |
|---|---|---|---|---|
| **MEMBER** | **ADDRESS** | **PHONE** | **APPOINTED** | **EXPIRES** |
| Aldon Bookhardt<br>Appt. by Councilmember Koss<br><br>Term: Same as Councilmember who appointed member | 3231 Nottingham Lane<br>Cocoa, FL 32926<br><br>aldon@bookhardt.net | 321-338-2047 HM<br>321-362-5135 WK<br>321-360-9377 CELL | 03/2019 | 11/2022 |
| Marsha Dyal<br>Appt. by Councilmember Boisvert<br><br>Term: Same as Councilmember who appointed member | 3807 Parapet Drive<br>Cocoa, FL 32926<br><br>~~hemilzd@icloud.com~~<br>hemi12d@icloud.com | 321-482-9558 HM<br>321-482-9558 Cell | 03/2019 | 11/2020 |
| Alton Edmond- Chair<br>Appt. by Councilmember Goins<br><br>Term: Same as Councilmember who appointed member | 630 Brevard Avenue, Ste. B<br>Cocoa, FL 32922<br><br>Edmondtriallaw@gmail.com<br>aedmond1989@gmail.com<br>(please send to both) | 321-285-9505 WK<br>863-254-7290 CELL | 03/2019 | 11/2022 |
| Michael Klug<br>Appt. by Deputy Mayor Warner<br><br>Term: Same as Councilmember who appointed member | 2106 Ivy Drive<br>Cocoa, FL 32922<br><br>MJVEGAS123@aol.com | 321-514-3533 CELL | 03/2019 | 11/2020 |
| ~~Kevin P. McCann- Vice Chair~~<br>~~Appt. by Mayor Williams~~<br><br>~~Term: Same as Councilmember who appointed member~~ | ~~137 S. Courtenay Pkwy. Ste. 830~~<br>~~Merritt Island, FL 32952~~<br><br>~~Kevin@McCannFLLaw.com~~ | ~~321-222-3270 WK~~<br>~~321-759-4400 CELL~~ | ~~03/2019~~ | ~~11/2020~~ |
| Jarvis Wash<br>Civic Organization<br><br>Term: 4 years from date of appt. | 909 Bristol Drive<br>Cocoa, FL 32922<br><br>PastorJarvisWash@gmail.com | 321-821-3055 WK<br>321-795-8419 CELL | 03/2019 | 03/2023 |
| Al Boettjer<br>Coastal FL PBA Rep<br><br>Term: 4 years from date of appt. | 1000 Galleon St..<br>Cocoa, FL 32927<br><br>NYPDGOLD@aol.com | 321-636-5612 HM<br>321-504-0820 WK<br>321-412-3542 CELL | 03/2019 | 03/2023 |
| LIAISON | | | | |
| Counsel: Anthony Garganese/Kristin Eick | PO Box 2873, Orlando, FL 32802-2873 | 866-425-9566<br>407-472-0178 (Kristin Eick) | | Counsel: Anthony Garganese/Kristin Eick |
| RECORDING SECRETARY | Darla Crowl | 433-8508 | Updated 6/2/20 | |

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-484 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | Council Busines |
| **File created:** | 7/30/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Approve a Resolution supporting Medicaid Expansion in the State of Florida. (Mayor Williams) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Medicaid Expansion Resolution.docx | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2020
Agenda Date: August 12, 2020
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve a Resolution supporting Medicaid Expansion in the State of Florida.

## BACKGROUND:

Florida Voices for Health, a statewide healthcare advocacy organization has been actively advocating for Medicaid Expansion for several years. One of their current initiatives is to increase the awareness of Medicaid expansion and its potential benefits in response to COVID-19. They are doing this by asking municipalities and City Council's to pass resolutions in support of their initiative.

If approved, a copy of the Resolution will be mailed to members of Brevard County's state legislative delegation, Governor Ron DeSantis, Speaker of the House Jose Oliva, and President of the Senate Bill Galvano.

The Resolution is attached.

## STRATEGIC PLAN CONNECTION:

NA

## BUDGETARY IMPACT:

NA

## PREVIOUS ACTION:

NA

## RECOMMENDED MOTION:

Approve a Resolution supporting Medicaid Expansion in the State of Florida.

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-436 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | City Business |
| **File created:** | 7/15/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |

**Title:** Approve a Resolution amending the FY20 budget, Budget Adjustment Form #20-089-T and approve a consulting proposal with Info-Tech Research Group, Inc. (Info-Tech) to define Enterprise Resource Planning (ERP) Solution Requirements, assist staff in the development and manage a Request for Proposals (RFP) process, assist while RFP is in the field, propose and develop response evaluation, prepare demonstration scripts, and develop demo evaluation and scorecards utilizing the terms of the Commonwealth of Virginia's Information Technology Services Contract VA-180315-ITRG. (Chief Technology Officer)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** City of Cocoa_ERP Selection SOW_ITRG signed_07272020.pdf
VA-180315-ITRG.pdf
VITA Permission to use Contract VA-180315-ITRG.pdf
Budget Resolution FY 2020 20-436.docx
BAF 20-089-T-CM-Tech ERP RFP Project (8-12-20) Agenda 20-436.pdf

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 15, 2020
Agenda Date: August 12, 2020
Prepared By: Robert Beach, Chief Technology Officer
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Approve a Resolution amending the FY20 budget, Budget Adjustment Form #20-089-T and approve a consulting proposal with Info-Tech Research Group, Inc. (Info-Tech) to define Enterprise Resource Planning (ERP) Solution Requirements, assist staff in the development and manage a Request for Proposals (RFP) process, assist while RFP is in the field, propose and develop response evaluation, prepare demonstration scripts, and develop demo evaluation and scorecards utilizing the terms of the Commonwealth of Virginia's Information Technology Services Contract VA-180315-ITRG.

## BACKGROUND:

The City of Cocoa operates on the Naviline ERP system developed and supported by CentralSquare Technologies. This system was originally implemented by the City in 1992 and is operated on the IBM AS/400 / iSeries mini-computer platform. Due to the nature and architecture of this system, the City is extremely limited in its capabilities to improve citizen engagement and introduce enhanced features that would allow modern interactions with the City's residents.

Recognizing the shortfalls of the current system, the City conducted a study with EMA, Inc. in 2017 to evaluate the strengths and weaknesses of the Naviline system and identified gaps between current system performance and possible future expectations. With substantial gaps identified and the technical constraints of the current system, the study's overall recommendation was that the City proceed with a solicitation for a new ERP that would better meet its needs.

In 2019, the City engaged with Info-Tech Research Group, Inc. to conduct a week-long onsite workshop to begin laying a foundation for this new system. Info-Tech led a cross-functional team composed of City staff from all departments to identify key processes and workflows that would need to be addressed by any new ERP. The outcome identified 10 key mega-processes containing all City workflows that would need to be addressed by a potential new EPR solution.

The City is now in the position to take the next step and fully define and develop all ERP solution requirements and move through to recommendation for award of a new system. To get to that point, Info-Tech has proposed the following six (6) phases in their proposal:

**Phase 1 -Gather ERP Solution Requirements**, Info-Tech will assemble and validate the City's business, technical and non-functional requirements for an ERP solution. Requirements are gathered through a series of interviews and small group working sessions to identify critical requirements. Consultants will utilize Microsoft Teams for the interviews and focus sessions.

Info-Tech will spend some time during project initiation to schedule sessions based on the process priorities and maturity defined during in the ERP Foundations workshop of July 2019.

Consultants will leverage Info-Tech's ERP Requirement's picklist, and deep public sector knowledge, to collaboratively build a set of requirements for the City's ERP selection. The requirements will also be prioritized as must, should, could have. The goal is to define the critical, core, and differentiating business requirements for the City. Info-Tech understand there are hundreds of table stakes requirements, however, all vendors that Info-Tech will be reviewing provide the table stakes requirements.

**Phase 2 - Develop & Manage RFP**, Info-Tech will assemble the RFP package including the ERP requirements Excel spreadsheet, evaluation scorecard and the weighting of requirements. Note that the core team for the City will be responsible to confirm all priorities and evaluation weighting. Info-Tech will provide guidance and samples of evaluation criteria and weighting, but it is the responsibility of the City project team to confirm and finalize weighting.

Prior to distributing the RFP package for the City, Info-Tech will qualify the vendors that the City may be interested in soliciting responses from. Vendor qualification is done using Info-Tech's Software Reviews, our Research Analysts knowledge and prior experience with public sector vendors. Info-Tech will present a 'long list' of potential vendors (typically 8-10), with pros / cons outlining general capabilities to meet the City's high-level needs.

**Phase 3 - RFP in Field**, while the RFP is in the hands of qualified ERP vendors, Info-Tech will help the City field questions about the RFP raised by vendors and formulate responses. To ensure timely responses and reduce the risk of vendors not responding or requesting

extensions to the RFP response deadline, the City will manage and provide answers to questions raised by vendors. The primary activity during this phase is the creation of the Vendor Demonstration Scripts and Agenda. This will be a set of business scenarios and targeted business functionality based on the key requirements documented in the RFP. A base set of typical scenarios and scripts will be assembled by the consultants, and collaboratively finalized with the City core team.

**Phase 4 - Proposal Response Evaluation**, Info-Tech will work with the City's core team to evaluate the chosen vendors through the review of RFP responses, qualifying and disqualifying vendors accordingly, utilizing vendor evaluation metrics created in phase 2. A short list of two vendors will be determined and agreement obtained from the executive team to move forward with vendor demonstrations.

Consultants will populate the evaluation scorecards from the responses, Info-Tech will provide a brief summary of the qualitative response components (implementation, support, maintenance and vendor stability) to the City team. Consultants will lead a core team proposal review to assist the team in determining the short list. There is an expectation that core team members will review all the responses to form their own opinions in advance of the review session.

**Phase 5 - Demo Prep**, the short-listed vendors are provided with the demo agenda/scripts and given three weeks to prepare their demonstrations. It is recommended that the City facilitate a discovery session for each vendor to allow the vendors to explore some of the details behind the scripts and agenda. Our experience shows that this will make for a more effective demonstration as the vendor will have the opportunity to better understand City and the project drivers. Consultants will support the process and assist with demo script questions.

**Phase 6 - Demo Evaluation & Scorecard**, Info-Tech will assist in the facilitation of the vendor demonstrations, complete vendor due diligence activities, conduct vendor total cost of ownership analysis (TCO), and work with the City to finalize the vendor recommendation and prepare an Executive Brief. We will assist the core team in presenting the Executive Brief to project sponsor. Reference checks will be conducted by the City's project team, with guidelines provided by Info-Tech.

The outcome of this consulting engagement will put the City in a position to recommend a new ERP vendor to the Council for selection to move forward for implementation. The consulting engagement with Info-Tech is estimated to be a total of 23 weeks.

Funds for this project are budgeted in the FY 2020 budget from account 001-1103-516.31-00, Professional Services. Financial details are outlined in the Budgetary Impact section of this item.

## STRATEGIC PLAN CONNECTION:

Fiscal Sustainability: Goal 3, the implementation of the ERP plan will lead to improvements in the organizations efficiency and effectiveness.

## BUDGETARY IMPACT:

ERP Selection Project with Info-Tech Research Group, Inc.

Amount Requested: $121,000.00 - total request FY 2020

This project was budgeted in the I.T. Department and is being moved to the General Operations Division.

BAF# 20-089-T

| | | | |
|---|---|---|---|
| FY 2020: | ($121,000.00) | 001-1103-516.31-00 | Professional Services |
| | $121,000.00 | 001-1600-513.31-00 | Professional Services |

**PREVIOUS ACTION:**

N/A

**RECOMMENDED MOTION:**

Approve a Resolution amending the FY20 budget, Budget Adjustment Form #20-089-T and approve a consulting proposal with Info-Tech Research Group, Inc. (Info-Tech) to define Enterprise Resource Planning (ERP) Solution Requirements, assist staff in the development and manage a Request for Proposals (RFP) process, assist while RFP is in the field, propose and develop response evaluation, prepare demonstration scripts, and develop demo evaluation and scorecards utilizing the terms of the Commonwealth of Virginia's Information Technology Services Contract VA-180315-ITRG.

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ERP Selection Project - SOW

# City of Cocoa

**Prepared on:** July 9, 2020

**Valid For:** 60 days

**Prepared for:** Robert Beach
City of Cocoa

**Prepared by:** Mark Earley
Director, Consulting Services
Info-Tech Research Group Inc.

DocuSign Envelope ID: BB6CC771-6A72-4C04-A6AF-8D5B728ED02F



## INSIDE THIS PROPOSAL

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**D. PROFESSIONAL FEES** ..... 11
**E. TOOLS AND METHODS** ..... 12
**F. CONFIRMATION** ..... 15
**G. APPENDIX: MASTER CONSULTING SERVICE AGREEMENT** ..... 16

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## A. ABOUT INFO-TECH

Info-Tech is a full-service professional IT Research, Advisory, and Professional Services firm, founded in 1997 with approximately 600 full-time employees throughout North America, largely in Ontario, Canada. Our services include technology based business research, industry-specific reporting, best practice methodologies, benchmarking, and market analysis research. Info-Tech offers a practical approach to complex IT and business issues. Our consultants, including veteran IT professionals and CIOs, work side-by-side with you and your team in a co-operative approach that delivers results and leaves you with the tools needed for continued success.

As a research firm that focuses on the issues and challenges of the complex IT market, Info-Tech understands the specific situations and constraints that IT professionals face on a daily basis. To complement our written research, Info-Tech's Advisory Services provide our clients with more personalized offerings that can be tailored to their specific needs.

### INDEPENDENCE AND INDUSTRY EXPERIENCE

Info-Tech prides itself on, and utilizes, its independence, quality of thought, quantitative data, and experience, to form its opinions. Our independence is critical to our success in providing our clients with an informed and unbiased opinion, and as such, we have no direct or indirect affiliation with any hardware or software provider, and do not sell technology products.

Info-Tech has deep insight into the ERP landscape through our senior analysts' vendor briefings, technology based research, best practice methodologies, benchmarking and market analysis. We conduct peer benchmarking and industry best practice analysis with our extensive database of contacts. We work with thousands of public and private sector organizations on a daily basis to understand technology challenges and how they can be resolved.

Info-Tech's consultants have extensive experience working with clients on large-scale enterprise transformation initiatives, including business process management, current and future state assessment, application portfolio management, and IT strategy. Our lead consultants bring years of experience across a wide variety of organizational, functional disciplines with a mix of strategic planning, IT, ERP, CRM, HRIS/HCM, PPM, and business strategy knowledge. We understand the importance of integrating business functions, identifying process and functional gaps, and building an enterprise portfolio that promotes growth and diversity.

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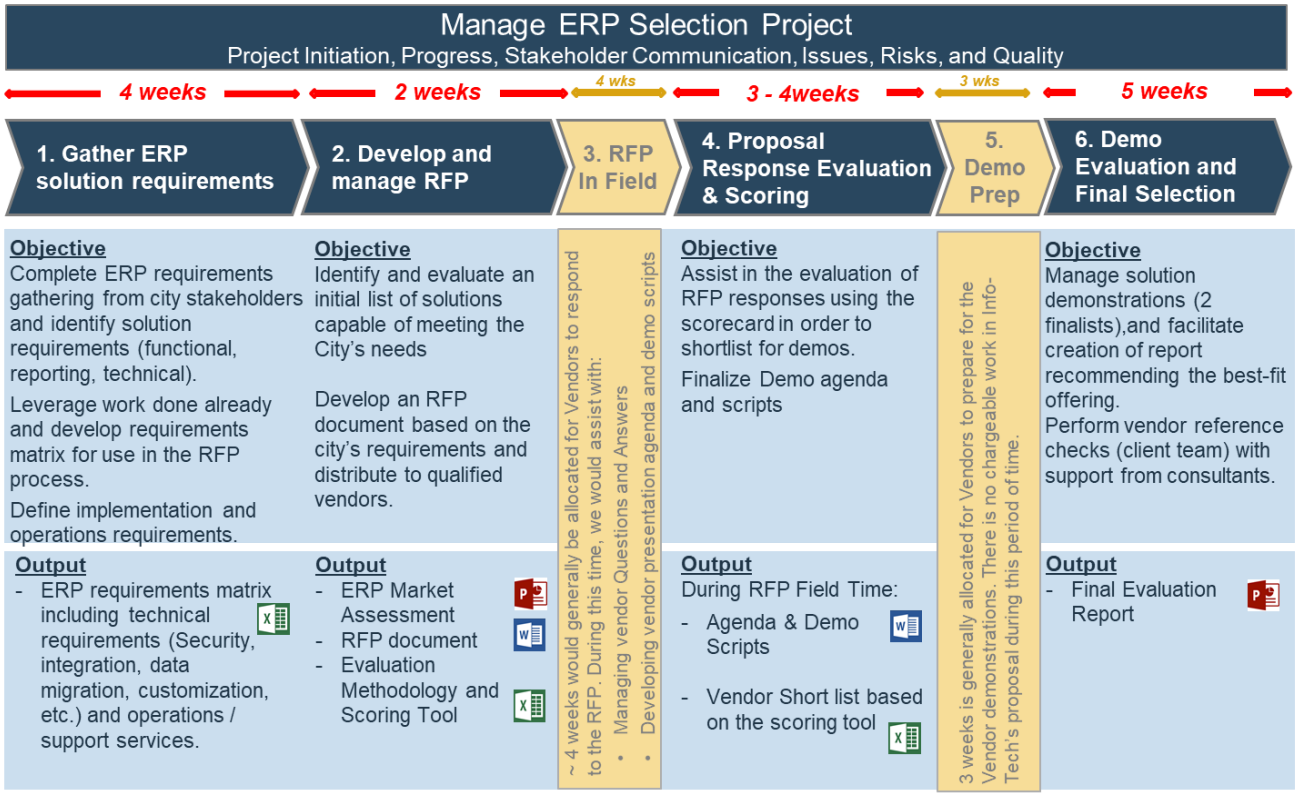
## B. PROJECT APPROACH & ASSUMPTIONS

The ERP Selection approach that Info-Tech utilizes is based on our industry leading research and methods. It is a highly structured six-phase process based on Info-Tech's ERP selection framework, backed by our extensive experience in ERP RFP and vendor solution selection in both the public and private sectors.

Due to the current Covid-19 restrictions, we propose to complete all work off-site, utilizing Microsoft Teams for meetings, interviews, and group discussions. For vendor demonstrations, it may be necessary to utilize a different collaboration tool depending on the vendor technology. However, effort will be made to use Microsoft Teams wherever possible.

The overall project timeline will depend on Cocoa's desired vendor RFP response time and on whether or not the City wants vendors to conduct product demos (highly recommended). The duration we are proposing includes four (4) weeks of RFP field time to allow vendors to respond, (3) weeks of demo prep time to allow finalist vendors to prepare for product demonstrations, and 5 weeks for demos and final selection. From our experience, this timing is sufficient for a selection process of this scope and complexity. We recommend the inclusion of vendor product demonstrations for two (2) finalists that will cover up to 2 days per vendor.

The approach is summarized :



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**In Phase 1 -Gather ERP Solution Requirements,** we will assemble and validate the City's business, technical and non-functional requirements for an ERP solution. Requirements are gathered through a series of interviews and small group working sessions to identify critical requirements. Consultants will utilize Microsoft Teams for the interviews and focus sessions.

We will spend some time during project initiation to schedule sessions based on the process priorities and maturity defined during in the ERP Foundations workshop of July 2019.

Consultants will leverage Info-Tech's ERP Requirement's picklist, and deep public sector knowledge, to collaboratively build a set of requirements for the City's ERP selection. The requirements will also be prioritized as must, should, could have. The goal is to define the critical, core, and differentiating business requirements for the City. We understand there are hundreds of table stakes requirements, however, all vendors that we will be reviewing provide the table stakes requirements. Spending time documenting has little value for evaluating the responses.

**During Phase 2 - Develop & Manage RFP,** Info-Tech will assemble the RFP package including the ERP requirements Excel spreadsheet, evaluation scorecard and the weighting of requirements. Note that the core team for the City will be responsible to confirm all priorities and evaluation weightings. We will provide guidance and samples of evaluation criteria and weightings, but it is the responsibility of the City project team to confirm and finalize weightings.

Prior to distributing the RFP package for the City, we will qualify the vendors that the City may be interested in soliciting responses from, though the RFP process will remain open to all vendors even if not pre-qualified by Info-Tech. Vendor qualification is done using Info-Tech's Software Reviews (refer to Appendix for more detail), our Research Analysts knowledge and prior experience with public sector vendors. We will present a 'long list' of potential vendors (typically 8-10), with pros / cons outlining general capabilities to meet the City's high level needs.

**During Phase 3** - **RFP in Field,** while the RFP is in the hands of qualified ERP vendors, Info-Tech will help the City field questions about the RFP raised by vendors and formulate responses. To ensure timely responses and reduce the risk of vendors not responding or requesting extensions to the RFP response deadline, the City will manage and provide answers to questions raised by vendors. The primary activity during this phase is the creation of the Vendor Demonstration Scripts and Agenda. This will be a set of business scenarios and targeted business functionality based on the key requirements documented in the RFP. A base set of typical scenarios and scripts will be assembled by the consultants, and collaboratively finalized with the City core team.

**In Phase 4 - Proposal Response Evaluation**, we will work with the City's core team to evaluate the chosen vendors through the review of RFP responses, qualifying and disqualifying vendors accordingly, utilizing vendor evaluation metrics created in phase 2. A short list of two vendors will be determined and agreement obtained from the executive team to move forward with vendor demonstrations.

Consultants will populate the evaluation scorecards from the responses, as well as provide a brief summary of the qualitative response components (implementation, support, maintenance and vendor stability) to the City team. Consultants will lead a core team proposal review to assist the team in determining the short list. There is an expectation that core team members will review all the responses to form their own opinions in advance of the review session.

**In Phase 5 - Demo Prep**, the short-listed vendors are provided with the demo agenda/scripts and given three weeks to prepare their demonstrations. It is recommended that the City facilitate a discovery session for each vendor to allow the vendors to explore some of the details behind the scripts and agenda. Our experience shows that this will make for a more effective demonstration as the vendor will have the opportunity to better understand City and the project drivers. Consultants will support the process and assist with demo script questions.

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**Finally, in Phase 6 - Demo Evaluation & Scorecard,** we assist in the facilitation of the vendor demonstrations, complete vendor due diligence activities, conduct vendor total cost of ownership analysis (TCO), and work with the City to finalize the vendor recommendation and prepare an Executive Brief. We will assist the core team in presenting the Executive Brief to project sponsor. Reference checks will be conducted by the City's project team, with guidelines provided by Info-Tech.

## PHASE 7 - OPTIONAL ACTIVITY – PRESENT FINDINGS TO COUNCIL

During this phase, we will develop and provide support for a Council presentation on the selection recommendation. This optional activity will expand the Executive Brief to include a more detail examination of the selection process and recommendation. As part of this optional activity, the lead Info-Tech consultant will be available to support the delivery of the findings to Council.

The actual detail content of the presentation will be determined during the final selection activity with the core team and project sponsor.

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## ONGOING PROJECT MANAGEMENT

Dedicated project management is a part of our entire proposed approach. Info-Tech assumes the following:

- Cocoa's Project Director will be available to review Info-Tech's work progress on a weekly basis.
- Issues and risks pertaining to the project will be communicated as they arise and efforts will be deployed by the City and Info-Tech to resolve issues as swiftly as possible.

| **Stage** | **Manage the Project** |
|---|---|
| **Duration** | **Ongoing** |
| **Activities** | ***Project Management***<br>– Confirm the expectations of the Cocoa's project sponsor and project team for this selection project<br>– Finalize project plan and define milestones<br>– Define project communication approach and tasks<br>– Manage adherence to project standards, methodology and deliverable quality<br>– Manage dependencies between assignment tasks<br>– Manage assignment scope of work and report on assignment progress<br>– Manage communication among project stakeholders, including project risks and issues<br>– Manage the electronic delivery of deliverables<br>– Obtain stage gate approvals from Cocoa |
| **Work Outputs** | • Project Progress Reports (weekly) |

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## GENERAL ASSUMPTIONS

Project approach and resultant costs have been based, in part, on the following assumptions:

- Cocoa will provide a dedicated project coordinator for the entirety of the engagement.
- Cocoa will provide designated Info-Tech personnel access to systems, and documentation as required.
- Cocoa will ensure stakeholders availability for meetings, interviews, or review of material(s) as required by the project.
- Cocoa will designate a Cocoa project member to be the single point of contact for managing communications with vendors during the RFP process.
- A Cocoa project member shall utilize the City of Cocoa's procurement portal for the ERP RFP and selection engagement.
- Info-Tech staff will conduct the engagement off-site.
- Cocoa will provide Info-Tech advance notice of unscheduled required on-site presence.
- Cocoa will review and sign-off on all project outputs in a timely fashion (not to exceed 5 business days). Non-response will be considered acceptance.
- Project outputs and deliverables will be based on Info-Tech tools and templates, unless agreed upon otherwise. For final RFP assembly, Info-Tech will work with Cocoa's Purchasing Department to integrate deliverables with the City's RFP templates.
- The deliverables created under this SOW as a whole are owned by Cocoa, provided that Cocoa does not resell them or allow them to be resold. Pre-existing components of the deliverables are owned by Info-Tech.
- Info-Tech and its affiliates may use any portion of the deliverables at their discretion, provided that Cocoa's identity and any confidential information are removed.

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## C. POTENTIAL PROJECT TEAM & QUALIFICATIONS

### POTENTIAL INFO-TECH RESOURCES

The team that will be delivering the approach as outlined in this document may consist of the following Info-Tech personnel. Project resources will be determined based upon availability and confirmed upon a signed agreement.



**Mark Earley**
**Director, Consulting**

Mark specializes in ERP, HRIS and other enterprise technologies, with 27 years of strategic consulting experience from both the public and private sector in software selection, implementation, and business transformation. Over the past couple of years, his primary focus has been supporting local government ERP initiatives.



**Adriana Goodmanson**
**Director, Consulting**

Adriana is a Director in our Consulting Practice where she is focused on assisting clients with Enterprise Application Solutions (e.g. ERP, HCM/HRIS, CRM/CXM,SCM, etc.); specifically on defining associated strategies, facilitating business process improvement, defining solution requirements, conducting software selections and assisting with client/vendor contract reviews and negotiations.



**Raymond Hamlyn**
**Project Consultant**

Ray brings in-depth experience in business strategy, process evaluation, financial analytics and value analysis. A software developer and analyst by education, he also served as a CFO for 10 years prior to Info-Tech.



**Omran Sheikh**
**Project Consultant**

Omran has 15+ years of experience in business development and analysis, project management, and improvement of business operational efficiency. He is a Certified Business Analysis Professional (CBAP) and Project Management Professional (PMP).

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## REPRESENTATIVE PROJECT EXPERIENCE

| Client | Project |
|---|---|
| City of Fayetteville North Carolina | **ERP Strategy & Solution Evaluation**<br>The City of Fayetteville, North Carolina is currently seeking a new ERP solution. The overriding driver for the City is the pending end of support for their existing JD Edwards solution (World V9.4). While Oracle has identified an upgrade path to Enterprise One V9.2, the City is taking the opportunity to fully review their needs and solution alternatives that would be suitable for the long term and be aligned to the City's Strategic Initiatives and plans.<br>The City required a partner with a strong proven methodology to enable an objective and strategic selection decision.<br>Approach:<br>1. ERP Strategy with alignment to City strategy and objectives<br>2. Requirements definition & vendor qualification<br>3. RFP Development and Management<br>4. Demo agenda and script development<br>5. Solution recommendation |
| Wright County of Minnesota 1855 | **ERP Solution Evaluation**<br>Wright County, Minnesota currently operates in an environment of largely unintegrated disparate systems, functioning through a significant amount of manual intervention from users across the entire organization, largely focused within HR and Finance.<br>The County required experienced assistance to identify, validate and select an ERP to meet the core Financial, HR and Asset Management needs.<br>Approach:<br>1. Process validation and requirements gathering<br>2. RFP Development and Management<br>3. Demo agenda and script development<br>4. Solution recommendation |
| ALENECANDLES | **ERP Solution Evaluation:**<br>Alene Candles designs & develops candles for some of the world's most recognized retail, boutique and cosmetic brands. Alene Candles brings an aptitude for innovation and creativity to the market that assures optimal candle quality and delivers rapid turnaround for clients.<br>Alene Candles required support for their ongoing ERP RFP process and vendor selection.<br>Approach:<br>1. Requirements & RFP Review and Revision<br>2. Vendor identification & pre-qualification<br>3. Demo agenda and script development<br>4. Solution recommendation |

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## D. PROFESSIONAL FEES

Our fees are directly related to the effort that will be deployed by our consulting professionals. The professional fees to complete the engagement as described in this Proposal are based on number of hours utilized during the project.

| Project Phase | Duration* | Fees (USD) | Invoice Schedule (USD) |
|---|---|---|---|
| On Signing of SOW | | | **$25,000** |
| Project Initiation | 1week | **-** | |
| 1. Develop RFP Requirements | 4 weeks | **$42,000** | |
| 2. Develop & Manage RFP | 3 weeks | **$11,000** | **$25,000** |
| 3. RFP in Field (Manage Vendor Q&As / Develop Demo Scripts) | 4 weeks | **$13,500** | **$10,000** |
| 4. Proposal Evaluation and Scoring | 3 weeks | **$26,000** | **$25,000** |
| 5. Demo Prep (no charge) | 3 weeks | **-** | |
| 6. Demo Evaluation and Final Selection | 5 weeks | **$28,500** | **$36,000** |
| **Total** | 23 weeks | **$121,000** | **$121,000** |
| Optional Phase 7 – Council Presentation | 1 week | $7,600 | $7,600 |

* Some of the durations overlap.

**Estimated Travel Costs**
No Travel is anticipated at this time. We will address travel costs with a change control if/when travel becomes necessary and safe.

- Invoices are due within 30 days of receipt.

Any changes to the scope and their related impact on engagement fees must be agreed upon by both parties.

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## E. TOOLS AND METHODS

Info-Tech employs its various Research products and Advisory methods to add additional value in all of the proposed services. For this engagement, Info-Tech will be leveraging proprietary frameworks and methodologies including the ERP Selection and Implementation Blueprint.

### ERP SELECTION AND IMPLEMENTATION BLUEPRINT

**ERP Selection and Implementation**

This blueprint guides business and IT leaders through the development of an ERP selection and implementation strategy, allowing them to:

- Prepare for the ERP selection and implementation cycle by using Info-Tech's step-by-step methodology including tools, templates, and other resources.
- Anticipate the key challenges the project will face based on factors such as the size of the enterprise, industry, and ERP experience.
- Formulate strategies to mitigate the impact of these key challenges and to monitor them throughout the project.
- For more information, please visit the blueprint landing page.

### SAMPLE ERP SELECTION PROJECT ACCELERATORS

Client names and confidential data have been removed from the following sample requirements matrix, and vendor evaluation scoring tool outputs.

**Requirements Matrix**

| | Cash Management / Treasury |
|---|---|
| F109 | Ability to perform Bank reconciliation: |
| F110 | - Automatic Cheque clearing |
| F111 | - Transfers between accounts with appropriate journal entries |
| F112 | Ability to manage multiple bank accounts |
| F113 | Ability to integrate with third party city systems that collect paymen dept). |
| F114 | Ability generate cash flow forecasts / projections |
| F115 | Ability to interface with bank accounts |
| F116 | Describe your solutions' for tracking investments and their details su interest rates. Also different dates such as view dates, option dates |
| | **Project Cost Accounting** |
| F117 | Ability to record and track project costs: time, resources, assets, et |
| F118 | Ability to record and track costs at sub-project level and roll up to pr |
| F119 | Ability to revise budgeted project costs |
| F120 | Ability to reconcile costs with the enterprise financials |
| F121 | Ability to track project costs over multiple years |
| F122 | Ability to configure alerts/notifications based on project not tracking project milestones etc. |
| F123 | Ability to set project specific budgets based on grant funds/mileston |
| F124 | Ability to cost Professional Services expense allocations |
| F125 | Ability to maintain a Schedule of Expenditures of Federal Awards. |
| F126 | Ability to link project costs to invoices |

| Planning & Budgeting | | |
|---|---|---|
| # | Functional Requirement | Priority |
| | **CIP / TIP Requests** | |
| PB1 | Ability to define one or more budget request workflows (request/approval, rework) | Must Have |
| PB2 | Ability to define multi-year spending plans with multiple sources of funding | Must Have |
| PB3 | Ability to generate multi-year forecasts for spending and cost allocations | Should Have |
| PB4 | Ability for workflow to connect to project budgeting and accounting system to collect current project costs for tracking actuals and encumbrances against the budgeted program | Should Have |
| PB5 | Ability to align budget requests to strategic goals | Must Have |
| PB6 | Ability to maintain and display geographic mapping of CIP projects | Could Have |
| PB7 | Ability to rank and prioritize projects | Must Have |
| PB8 | Ability to track both funded and unfunded project requests | Must Have |
| PB9 | Ability to automatically generate appropriate G/L codes from approved CIP/TIP budget requests | Could Have |
| | **Budgeting and Financial Forecasting** | |
| PB10 | Ability to define budget creation to approval workflows (dept request approval workflow) | Must Have |
| PB11 | Ability to define different workflows based upon account types (type of expenditure) | Should Have |
| PB12 | Ability to link budget with key strategic documents, including program performance measurement statistics | Must Have |
| PB13 | Ability to generate annual budget, including departmental details | Must Have |
| PB14 | Ability to generate monthly budget, including departmental details | Should Have |
| PB15 | Ability to add notes to specific budget lines, indicating considerations in setting the amount | Must Have |
| PB16 | Ability to attach source documents, in multiple formats (i.e. Excel, Word, PDF, etc) | Must Have |
| PB17 | Ability to track detailed, itemized funding requests for defined account types (e.g. capital equipment or vehicles, small equipment, contract services) | Should Have |
| PB18 | Ability to prepare multiple "what if" budgets (scenarios) | Must Have |
| PB19 | Ability to convert a 'what if' budget to actual budget | Must Have |
| PB20 | Ability to change parameter values by account type for growth projections | Must Have |
| PB21 | Ability to combine annual budget with year-to-date results to prepare a latest forecast | Must Have |
| PB22 | Ability to access, compare against and use prior year budget to calculate account budget | Must Have |
| PB23 | Ability to access, compare against, and use historical expenditure or revenue data, including year-to-date comparisons for accounting periods, to calculate account budget | Must Have |
| PB24 | Ability to define budget periods longer than 1 year | Should Have |
| PB25 | Ability to lock budget | Must Have |

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## Vendor Evaluation

### Summary Results

**DETAILED SCORECARD**

| Evaluation Components | Weight | Score | Score | Score |
|---|---|---|---|---|
| **Functional Requirements** | 40% | **86.9%** | **90.3%** | **89.1%** |
| **Planning & Budgeting** | 22% | **98.3%** | **97.5%** | **94.0%** |
| **Financial Management** | 20% | **96.0%** | **96.2%** | **96.0%** |
| **Human Resources** | 16% | **99.2%** | **94.2%** | **96.9%** |
| **Supply Chain Management** | 8% | **88.8%** | **97.0%** | **91.2%** |
| **Project Management** | 8% | **96.0%** | **94.4%** | **100.0%** |
| **Procurement** | 16% | **95.6%** | **96.8%** | **98.2%** |
| **Enterprise Asset Management** | 4% | **0.0%** | **92.9%** | **0.0%** |
| **Municipal Services Management** | 6% | **2.1%** | **0.0%** | **45.7%** |
| **Technical Requirements** | 25% | **77%** | **85.8%** | **78.0%** |
| **Implementation & Support Requirements** | 20% | 90% | 80% | 80% |
| - Support | | 80% | 70% | 80% |
| - Implementation | | 100% | 90% | 80% |
| **Vendor Strength/Viability** | 15% | 73% | 100% | 100% |
| **TOTAL Weighted Score** | | **83.0%** | **88.6%** | **86.1%** |
| **Total 5 Year Cost of Ownership** | | $ 4,886,957.32 | $ 6,356,479.69 | $ 5,710,637.19 |

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## SOFTWARE REVIEWS

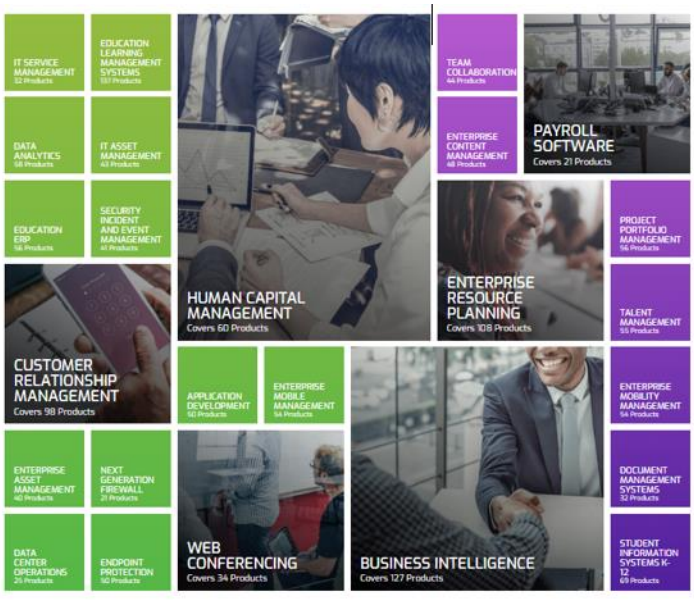
Software Reviews is a product developed by Info-Tech. It is a repository that collects and analyzes the most detailed reviews on enterprise software from real users to give you an unprecedented view into the product and vendor. Reviews are continuously collected, analyzed and vendor scoring updated. The true value of our reviews is that the source is actual users of the software.

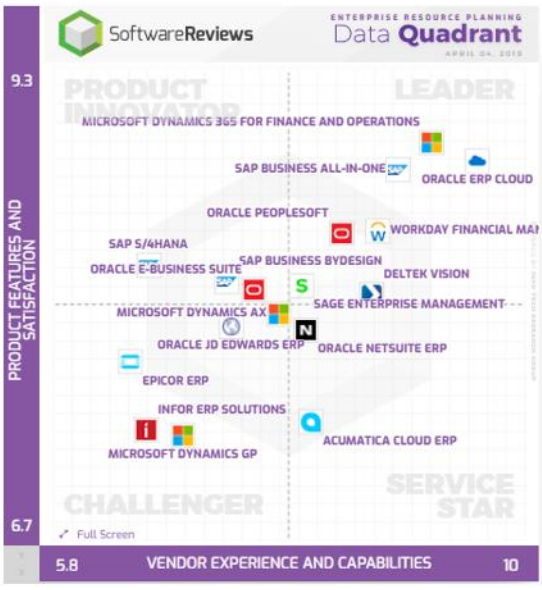
There are three types of reports generated based on the real user survey results.

1. Data Quadrant Report
   Provides a thorough evaluation of all software in an individual category (such as ERP) to compare software across every dimension.
   - User Satisfaction
   - Business Value Scores
   - Vendor Capability Comparisons
   - Individual Feature Evaluations

2. Emotional Footprint Report
   A detailed and unique report across 5 emotional dimensions that capture a powerful indicator of overall user feeling toward the vendor and product.
   - Service Experience
   - Conflict Resolution
   - Negotiation and Contract
   - Strategy and Innovation
   - Product Impact

3. Product Scorecard
   A comprehensive report on a specific software product, aggregating feedback from real IT professionals and business leaders.
   - Net Promoter Score and Planned Renewal Rates
   - Feature and Vendor Capability Breakdown
   - Version and Module Satisfaction Levels



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## F. CONFIRMATION

We thank you for the opportunity to provide consulting services to the City of Cocoa. If the terms of this Proposal as set forth and the Master Consulting Services Agreement (see Appendix G) are acceptable to you, please indicate your acceptance and authorization for Info-Tech to proceed with the related work activity by signing and returning a duplicate copy of this letter.

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## G. APPENDIX: MASTER CONSULTING SERVICE AGREEMENT

1. **The City of Cocoa** (the "Customer") desires Info-Tech Research Group, Inc., a corporation incorporated under the laws of the State of Delaware with its head office in Las Vegas, Nevada ("ITRG") to provide certain services. The delivery of those services shall be based upon the following terms and conditions:

2. **Services:** Services ("Services") will be composed of the services and for the fees described in the Statement of Work attached hereto, or on additional Schedule(s) to be entered into from time-to-time.

3. **Fees:** Fees are payable as described and provided in the Service Agreement. The Customer shall pay ITRGin accordance with the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes. All amounts are subject to the payment of all applicable taxes, unless the Customer supplies appropriate exemption certificates. The fees payable pursuant to the Service Agreement are non-refundable and shall be recognized as payment for the Services described in the Statement of Work. The fees payable under the Service Agreement cannot be applied to any other ITRG product or service other than the Services described in the Statement of Work.

4. **Service Details:** Customer shall nominate one individual as a contact for ITRG. Communications regarding the Services will be between that contact and a contact provided by ITRG.

5. **Work Product:** "Work Product" means everything that is the result of the efforts of ITRG and ITRG's personnel, subcontractors or agents in performing the Services including any notes, materials, reports, documentation, specifications, drawings, data, computer programs (object code, source code and related documentation), inventions, technology, improvements, creations, works, devices, works-in-progress, equipment and deliverables, whether written or electronic.

6. **Change Control:** If the Customer desires to make changes to the Services, it shall make a written request to ITRG. ITRG shall provide the Customer with a written response within ten (10) business days or such longer period as the parties may agree, detailing: (i) how the proposed change will be implemented; (ii) any effect it will have on the schedule for the performance of ITRG's obligations; (iii) any effect it will have on the performance of the Services; and (iv) any additional costs required. If the Customer desires to proceed with the change it must provide written authorization to proceed, in which case the change shall be deemed to be part of this agreement.

7. **Confidentiality:**
    a. "Confidential Information" Defined. Confidential Information shall mean non-public information of a party to this Agreement which the Customer is not required by the Florida Public Records Act, Ch. 119, Florida Statutes, to publicly disclose for inspection and copying and that constitutes a trade secret as defined in Section 812.081, Florida Statutes. Confidential Information does not include information that: (1) is or becomes known to the public without fault or breach of the receiving party; (2) the disclosing party regularly discloses to third parties without restriction on disclosure; or (3) the receiving party obtains from a third party without restriction on disclosure and without breach of a written non-disclosure obligation. ITRG shall conspicuously stamp or

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identify in writing any documents that it believes to constitute a "trade secret" as "confidential" at the time of submittal to the Customer pursuant to the requirements of Florida law.

b. Confidentiality Generally. Each Party, as a receiving Party, will do the following things with regard to the Confidential Information of the other Party:
    i. Prevent the disclosure of the Confidential Information by the receiving Party and each of the receiving Party's employees, agents, and/or professionals to any third party other than as permitted under this Agreement.
    ii. Use, and permit the use of, the Confidential Information only for the purposes of providing, or enjoying the benefit of, the goods, services, and/or software provided for in this Agreement (the "Purpose").
    iii. Disclose the Confidential Information only to such of the receiving Party's employees, agents, subcontractors and professionals as have a bona fide need to possess or know the Confidential Information in the course of accomplishing, or advising the disclosing Party with regard to, the providing Customer with the Services contemplated in this Agreement.
    iv. Cause each employee, agent, or professional to whom the receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. Each professional, such as a lawyer or an accountant, actually retained by the receiving Party in a professional-client relationship will be deemed under an adequate obligation of confidentiality for the purposes of this Agreement so long as the law recognizes an obligation of confidence actionable by the receiving Party under law without a separate contractual obligation.
    v. Return or destroy all written or other tangible copies of Confidential Information in the receiving Party's possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, the disclosing Party's request.

c. Exceptions. Nothing in this Agreement will prevent the receiving Party from disclosing Confidential Information to the extent that:
    i. It is or becomes readily ascertainable by proper means by the public without any breach of a confidentiality obligation of the receiving Party;
    ii. It is necessary to disclose the Confidential Information to ITRG's third party supplier for the purpose of providing the Services as contemplated by this Agreement, the Customer agrees in writing to the disclosure and the third party or affiliate is under a duty of confidentiality at least as restrictive as the one found herein;
    iii. It is received from a third party that is not under an obligation of confidentiality of which the receiving Party knew or had reason to know;
    iv. It was independently developed by the receiving Party without use of the Confidential Information; or
    v. It is required by law to be disclosed, provided that the receiving Party provides to the disclosing Party as much notice as is practicable under the circumstances of such requirement prior to disclosure and provides to the disclosing Party, at the disclosing Party's expense, such reasonable assistance as the disclosing Party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures.

d. Injunctive Relief. Because unauthorized use or disclosure of Confidential Information might result in immediate and irreparable injury to the disclosing Party for which monetary damages might not be adequate, in the event that the receiving Party or any officer, director, employee, agent, professional, or subcontractor of the receiving Party uses or discloses Confidential Information or, in the disclosing Party's reasonable opinion, any such person is likely to use or disclose Confidential Information in breach of the receiving Party's obligations under this Agreement, the disclosing Party will be entitled to seek equitable relief, including temporary and permanent injunctive relief and specific performance. The disclosing Party will also be entitled to recover any pecuniary gain that the receiving Party realizes from the unauthorized use or disclosure of the

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disclosing Party's Confidential Information. The rights in this Section 7.d are in addition to any other rights of the disclosing Party under this Agreement, at law, or in equity.

e. Duration of Confidentiality Obligations. The confidentiality obligations under this Agreement will continue after disclosure of each item of Confidential Information for the longer of:
    i. The time during which the Confidential Information remains a trade secret (as that term is defined in the Uniform Trade Secrets Act) of the disclosing Party; or
    ii. Five years after the termination of this Agreement.

8. **Ownership of the Work Product**: The Work Product created for a specific Consulting Service engagements under a particular SOW as a whole is owned by the Customer, provided that while the Customer may use and copy the Work Product for its own internal use, it may not resell to or allow its use by any third parties, except to the extent that Work Product is required to be disclosed by law. The Customer acknowledges that portions of the Work Product are pre-existing works licensed to ITRG for the purpose of reselling the Consulting Services. Notwithstanding anything else in this paragraph, nothing in this Agreement assigns Customer any intellectual property rights in component parts of the Work Product, and ITRG and its affiliates, suppliers, agents and subcontractors may use any portion of the Work Product for any use at their discretion, provided that the Customer's identity and any Confidential Information are removed. Neither ITRG, its affiliates, suppliers, agents or subcontractors nor the Customer are prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

9. **Provision of Services:** ITRG reserves the right to use sub-contractors and agents worldwide in order to provide the Services to Customer, provided prior written consent is received from the Customer, which shall not be unreasonably withheld. These sub-contractors or agents will be under a written obligation of confidentiality at least as restrictive as that found at Section 7 of this Master Contract.

    ITRG's employees, agents or subcontracts ("Personnel") providing the Services shall not for any purpose be considered Customer's employees. ITRG will pay all compensation owed to the Personnel and administer the withholding and/or payment of all federal, state and local income and other payroll taxes, workers' compensation, disability benefits, and other benefits that apply to such Personnel. In the event that any taxing or labor authority finds that any of the Personnel are the employees of Customer and that Customer is liable for taxes or insurance associated with the Personnel, ITRG will indemnify Customer against such tax and insurance obligations to the extent of the lesser of the actual tax or insurance obligation or the obligation that ITRG would have incurred had the same authority deemed such Personnel the employees of ITRG.

10. **Term:** The Services shall be provided for the time necessary to perform the Services indicated in the Statement(s) of Work that refer to this Agreement from time to time. The Customer acknowledges that the ability of ITRG to deliver the Services on a timely basis is contingent upon the customer providing ITRG with required information and resources on a timely basis. The Services described in the Statement of Work must be delivered by ITRG within twelve (12) months of the execution of this Agreement. If the Services are not delivered within this twelve (12) month period, ITRG retains the right to deliver the Services after the expiry of the twelve (12) month period only upon mutual agreement of the parties. If the Services are to continue on a periodic basis and a term is not specified, either party may terminate this agreement at any time by giving thirty (30) days prior written notice.

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**11. Indemnification:**

a. ITRG Indemnification of Customer. ITRG will indemnify, defend, and hold harmless Customer and its elected officials, managers, directors, officers, employees, and agents (each of which is a "Customer Indemnitee") from and against all judgments, damages, losses, and expenses (including reasonable associated attorneys' fees incurred by ITRG in the course of defense) arising out of, or resulting from, any third-party claim, action, suit, or other proceeding to the extent alleging that the Work Product or the Services infringe upon, violates, or misappropriates any United States patent, copyright, trade secret, or trademark, except that ITRG's obligations will be limited to the extent that:

   i. The indemnitee or an affiliate of the indemnitee specified the form, content, or functionality of the Work Product or Services alleged to infringe upon, violate, or misappropriate the third-party right; or
   ii. The infringement, violation, or misappropriation arises out of, or in connection with, revisions to, or modifications of Work Product or the Services other than by ITRG; or
   iii. The indemnitee or any affiliate of the indemnitee owns or controls any of the rights asserted by any third party; or
   iv. The infringement, violation, or misappropriation arises out of, or in connection with, the combination, operation, or use, by Customer or a third party (other than at the express direction of ITRG), of the Work Product or the Services with programs, data, or specifications not provided by ITRG if a different combination would avoid the infringement, violation, or misappropriation.

   Notwithstanding anything else in this Agreement or otherwise, this indemnification obligation is ITRG's sole obligation, and Customer's sole remedy, in connection with any allegation or claim by any third party of infringement upon, violation of, or misappropriation of, the intellectual property rights of any third party.

b. To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death, and damage to real property and tangible personal property, as well as fines, assessments and penalties imposed by any authority, ITRG shall defend, indemnify, and hold harmless the Customer from and against all direct damages and costs of any kind, including but not limited to reasonable attorney's fees, arising out of or resulting from any negligent acts, or negligent omissions of ITRG. For purposes of this indemnification only, this includes claims made by the employees of ITRG against the Customer, and ITRG 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. The indemnification provided herein shall obligate ITRG to defend at its own expense or to provide for such defense, at the option of the Customer, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Customer or its mayor, councilmembers, officers, employees, attorneys, agents and representatives which may arise or result from this Agreement. In all events the Customer shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

c. Procedure.

   i. Notification. If an indemnitee becomes aware of any third-party claim (or circumstances that might or do give rise to a third-party claim) that would give rise to an indemnification, defense, and/or hold harmless obligation under this Agreement (a "Claim") the indemnitee shall promptly notify the indemnitor of such Claim; provided, however, that no delay on the part of the indemnitee in notifying the indemnitor shall relieve the indemnitor from any obligation unless (and then solely to the extent that) the indemnitor or the defense of the Claim is prejudiced by such delay.

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12. **Warranty:** ITRG warrants that it will ensure that the services hereunder are performed in a manner that is consistent with industry practice. The Services are otherwise delivered "as is" and ITRG and its related entities, suppliers, sub-contractors, agents and distributors do not make any warranties or conditions, express or implied, and exclude and disclaim any and all implied warranties or conditions including, without limitation, those of merchantability or fitness for a particular purpose. WHERE ANY SERVICE OR WORK PRODUCT INVOLVES JUDGMENTS, PREDICTIONS, OPINIONS, PROJECTIONS, FORWARD-LOOKING ANALYSIS, OR SIMILAR CONTENT, ITRG WILL NOT BE LIABLE FOR ANY FAILURE OF ACCURACY, ANALYSIS, PREDICTION, OR OTHER FAILURE EXCEPT IN THE CASE OF INTENTIONAL AND KNOWING FRAUD BY ITRG. However, to the extent that errors in ITRG's Work Product which are incorporated into the Customer's published RFP necessitate rejection of all bids, ITRG warrants that it will work cooperatively with the Customer to correct such errors in a subsequent issuance of the RFP at no additional cost to the Customer.

13. **Limited Liability:** Other than with respect to its indemnity obligations in Section 11, in no event will ITRG or its related entities, suppliers, subcontractors, agents or distributors be liable to the Customer for any indirect, special, punitive or consequential damages (including but not limited to damages for loss of business profits, business interruption and the like). Some jurisdictions do not allow the exclusion or limitation of direct, indirect, incidental, or consequential damages, so the above limitation may not apply to the Customer, but shall apply in every case to the fullest extent permissible by law. Except with respect to its indemnity obligations under Section 11.a, the maximum amount that ITRG or its related entities, suppliers, sub-contractors, agents or distributors is liable for, for any reason whatsoever is the limits of the insurance coverage actually afforded by ITRG's insurance policies. Client's exclusive remedy for any breach of the warranty provision in Section 12 and any other provision or covenant in this contract, shall be for ITRG, upon receipt of written notice, to use reasonable efforts to cure such a breach, or, failing any such cure in a reasonable period of time, to return the professional fees paid to ITRG hereunder with respect to the services giving rise to such breach.

    The parties acknowledge that ITRG has set its prices and entered into this agreement in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein, and that the same form a fundamental and essential basis of the bargain between the parties. They shall apply even if this agreement is found to have failed in its fundamental or essential purpose or been fundamentally breached.

14. **Prior agreement:** This agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this agreement is binding on either party. This agreement cannot be amended or modified, other than by a change made in writing, dated and executed by the parties.

15. **Governing Law:** This Agreement shall be governed in all respects by the laws of the State of Florida without regard for its conflict of laws provisions, and the sole venue for disputes arising out of, or related to, this Agreement shall be the Florida state courts sitting in Brevard County, Florida or the United States District Court for the Middle District of Florida, Orlando Division. Each Party hereby submits to the jurisdiction of, and consents to exclusive venue in, such courts.

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16. **Force Majeure:** 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 (except involving ITRG's labor force); 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

17. **Notice:** All required notices, or notices which may be provided in accordance with this agreement, shall be in writing and shall be duly provided for if the notice is remitted to its addressee by courier, mail, or email, if to ITRG to the address set out on the Statement of Work, and if to the Customer to the address set out on the Statement of Work or such other address as the party which is to receive the notice indicates to the party providing the notice, in the manner provided for in this section. Every notice delivered in the manner provided for herein shall be deemed to have been received when delivered or by email the first business day after the date received or the fifth business day following the date of mailing, if sent by mail.

18. **Assignment:** ITRG shall have the right to assign this agreement or any rights hereunder without the consent of the Customer to a related entity or in the event of a merger, sale of assets or business, or other transfer of control by operation of law or otherwise, provided that the assignee shall assume all obligations and rights hereunder. The Customer may not assign its rights or obligations hereunder without ITRG's written consent.
    ITRG may delegate any or all of its obligations or performances under this Agreement to an affiliate or its supplier with Customer's prior, written consent, which shall not be unreasonably withheld, however ITRG remains liable for the performance of ITRG's obligations under this Agreement.

19. **Drafting Party:** No rule of law that requires that any part of the Agreement be construed against the parting drafting the language will be used in interpreting this Agreement

20. **Default:** Either ITRG or Customer may terminate this agreement if the other party: (i) is in breach of its obligations hereunder, which breach is incapable of cure or which being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent; or (iii) ceases to carry on business.

21. PUBLIC RECORDS. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, ITRG 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 ITRG related, directly or indirectly, to the services provided to the Customer under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Customer, may be deemed to be a public record, whether in the possession or control of the Customer or the ITRG. 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 ITRG are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Customer's designated custodian of public records.

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IF ITRG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITRG'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, 65 Stone Street, Cocoa, Florida 32922.

ITRG is required to and agrees to comply with public records laws. ITRG shall keep and maintain all public records required by the Customer to perform the services as agreed to herein. ITRG shall provide the Customer, 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. ITRG 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, ITRG shall transfer to the Customer, at no cost, all public records in possession of the ITRG. Upon such transfer, ITRG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the ITRG fails to transfer the public records, the ITRG 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 Customer, upon request from the City Clerk, in a format that is compatible with the information technology systems of the Customer. Should the Customer not possess public records relating to this Agreement which are requested to be inspected or copied by the Customer or any other person, the Customer shall immediately notify ITRG of the request and the ITRG shall then provide such records to the Customer or allow the records to be inspected or copied within a reasonable time. If the ITRG does not comply with a public records request, the Customer may enforce this Section to the extent permitted by law. ITRG acknowledges that if the ITRG does not provide the public records to the Customer within a reasonable time, the ITRG may be subject to penalties under Section 119.10, Florida Statutes. The ITRG acknowledges that if a civil action is filed against the ITRG to compel production of public records relating to this Agreement, the court may assess and award against ITRG 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 ITRG, be open and freely exhibited to the Customer for the purpose of examination, audit, or otherwise. Failure by ITRG 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 Customer upon delivery of a written notice of cancellation. If ITRG fails to comply with this Section, and the Customer must enforce this Section, or the Customer suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to ITRG's failure to comply with this Section, the Customer shall collect from ITRG prevailing party attorney's fees and costs, and any damages incurred by the Customer, for enforcing this Section against ITRG. And, if applicable, the Customer shall also be entitled to reimbursement of all attorneys' fees and damages which the Customer had to pay a third party because of the ITRG's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

22. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement to the contrary, the City (Customer) 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. ITRG 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

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the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

**23. Insurance.** Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ITRG shall maintain in effect the insurance coverage described below:

23.1 Commercial general liability insurance with a minimum of $1 million per occurrence and $1 million aggregate;

23.2 Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of $1 million for bodily injury and property damage liability;

23.3 Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of $1 million each accident or disease; and

23.4 Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ITRG with an aggregate amount of $1 million.

24. **Attorney's Fees.** Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

This Master Service Agreement is entered into between Info-Tech Research Group, Inc. ("ITRG") and the City of Cocoa.

IN WITNESS WHEREOF this agreement has been entered into by the parties hereto as of July 27, 2020.

**Info-Tech Research Group Inc.**
("ITRG")

DocuSigned by:
Ryan Huggett
D26A6B29C2E7461...

ITRG

Name: Ryan Huggett

Title: Corporate Counsel

Date: July 16, 2020

Address: 3960 Howard Hughes Parkway,
Suite 500,
Las Vegas, Nevada 89169
Email: rhuggett@infotech.com

I have authority to bind the company

**The City of Cocoa**

_____

Authorized signature

Name: _____

Title: _____

Date: _____

I have authority to bind the company

# Information Technology

# Services Contract

# VA-180315-ITRG

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Info-Tech Research Group Inc.

**INFORMATION TECHNOLOGY SERVICES CONTRACT**

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**INFORMATION TECHNOLOGY SERVICES CONTRACT**

THIS INFORMATION TECHNOLOGY SERVICES CONTRACT ("**Contract**") is entered into by and between the Virginia Information Technologies Agency ("**VITA**") pursuant to §2.2-2012 of the Code of Virginia ("**Code**") and on behalf of the Commonwealth of Virginia ( "**Commonwealth**"), and Info-Tech Research Group, Inc. ("Supplier"), a corporation headquartered at Info-Tech Research Group Inc. 3960 Howard Hughes Parkway Suite 500 Las Vegas, Nevada 89169 1-888-670-8889 702-446-3782 Fax www.infotech.com , to be effective as of Contract Award Date ("**Effective Date**").

**1. PURPOSE AND SCOPE**

This Contract sets forth the terms and conditions under which Supplier shall provide Information Technology Research and Advisory services to the Authorized Users.

**2. DEFINITIONS**

**A. Acceptance**

Successful delivery and performance by the Supplier of its contractual commitments at the location(s) designated in the applicable Statement of Work or order, including completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable Statement of Work or order.

**B. Agent**

Any third party independent agent of any Authorized User.

**C. Authorized Users**

All public bodies, including VITA, as defined by Code § 2.2-4301 and referenced by Code §§ 2.2-4304 and 2.2-2012, authorized to participate in the procurement of information technology under this Contract. Authorized Users include private institutions of higher education that are listed at: http://www.cicv.org/Our-Colleges/Profiles.aspx.

**D. Business Day/Hour**

Normal operating hours for the Commonwealth of Virginia: Monday-Friday, 8 a.m.-5 p.m. Eastern Standard/Daylight Time, unless otherwise specified on the applicable order or Statement of Work, excluding Commonwealth-designated holidays.

**E. Commonwealth**

The Commonwealth of Virginia.

**F. Commonwealth Indemnified Parties**

Means, collectively and individually, the Commonwealth, VITA, any Authorized User, their officers, directors, agents, and employees.

**G. Computer Virus**

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal,

damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

**H. Confidential Information**

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or SOW issued hereunder, and which at the time of disclosure either:

(i) is marked as being "Confidential" or "Proprietary";

(ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party; or

(iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party; or

(iv) is identifiable or should be reasonably considered as protected health information;

(v) any personally identifiable information, including information about VITA's employees, contractors, and customers, that is protected by statute or other applicable law.

**I. Contract**

This agreement, including all exhibits, schedules, and attachments, entered into by VITA and Supplier.

**J. Deliverable**

The tangible embodiment of the work performed or Services, Maintenance Services, Licensed Services, Solution, Component, Software, plans, reports, data, Product, Supplier Product and Updates provided by the Supplier in fulfilling its obligations under the Contract or as identified in the applicable Statement of Work or order, including the development or creation of Work Product, if Work Product is authorized under the Contract.

**K. Documentation**

Those materials (including user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates) detailing the information and instructions needed in order to allow any Authorized User and its Agents or Application Users to make productive use of the Application, Software, Solution, Component, Product, Service, Licensed Services or Deliverable, and to implement and develop self-sufficiency with regard to the Application, Software, Solution, Component, Product, Service, Licensed Services or Deliverable, provided by Supplier in fulfilling its obligations under the Contract or as may be specified in any Statement of Work or order issued hereunder.

**L. Electronic Self-Help**

Any use of electronic means to exercise Supplier's license termination rights, if allowable pursuant to the Contract, upon breach or cancellation, termination or expiration of this Contract or any Statement of Work or order placed hereunder.

**M. Federal Tax Information ("FTI")**

FTI consists of federal tax returns and return information (and information derived from it) that is in the possession or control of any Authorized User, which is covered by the confidentiality protections of the Internal Revenue Code ("**IRC**") and subject to the IRC § 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as "Sensitive" but "Unclassified" information and may contain personally identifiable information.

**N. Industrial Funding Adjustment ("IFA")**

A fee paid by Supplier to cover VITA's cost of managing the Contract.

**O. Party**

Any combination of Supplier, VITA, or any Authorized User. Collectively, "Parties".

**P. Prompt Payment Act**

The Virginia Prompt Payment Act, Code §§ 2.2-4347 *et seq.*, as amended.

**Q. Receipt**

An Authorized User or its Agent has physically received or has unfettered access to any Deliverable at the correct "ship-to" location.

**R. Requirements**

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product, Software, Solution, Component, Service(s), Application and Licensed Services and Deliverables, as authorized by the Contract and/or as set forth in Exhibit X and/or the applicable Statement of Work or order and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

**S. Services**

Any work performed or service provided by Supplier in fulfilling its obligations under the Contract or, as applicable, any Statement of Work or order issued under the Contract, including applicable software and software updates, solution, products, implementation, installation, maintenance, support, testing, training, or other provision to the Authorized User of any Deliverable described in the applicable Statement of Work or order, as authorized by the Contract scope. As permitted by the scope of the Contract, may include the discovery, creation, or development of Work Product, if any. If Work Product is authorized, refer to definition for Work Product. For details about the work and services to be provided by Supplier under this Contract, see Exhibit(s) XX. This definition does not include Licensed Services.

**T. Software**

If Software is authorized under the Contract, means the programs and code provided by Supplier under the Contract or any order or SOW issued hereunder as a component(s) of any Deliverable or Component of any Solution, and any subsequent modification of such programs and code, excluding Work Product. For COTS (boxed) software, means the programs and code, and any subsequent releases, provided by Supplier under this Contract as set forth in Exhibit X or as described on Supplier's US and International price lists in effect at time of Authorized User's placement of order or Statement of Work. For Software Maintenance Contracts Software

also includes the programs and code provided by Supplier under the Contact or any order or SOW issued hereunder in the form of Software Updates.

**U. Software Publisher**

If Software is authorized under the Contract, means the licensor of the Software, other than Supplier, provided by Supplier under this Contract.

**V. Statement of Work ("SOW")**

Any document in substantially the form of Exhibit X (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment that Supplier commits to provide to an Authorized User), which, upon signing by both Parties, shall be deemed a part of the Contract.

**W. Subcontractor**

Any group or person that furnishes supplies or services to the Commonwealth on behalf of Supplier or another Subcontractor in performance of this Contract.

**X. Supplier**

The entity set forth in the preamble of this Contract and any entity that controls, is controlled by, or is under common control with Supplier.

**Y. Supplier Personnel**

Any and all of Supplier's employees, agents, contractors, or subcontractors performing under this Contract.

**Z. SWaM**

Any entity certified by the Commonwealth's Department of Small Business and Supplier Diversity as a small, women-owned, or minority-owned business, or a small service disabled veteran-owned business, as defined in Code § 2.2-4310 or § 2.2-1401, or a certified micro business as defined in Executive Order Number 20 (2014).

**AA. Term**

The period of time beginning with the Effective Date and lasting for the length of time, including any extension periods, set forth in the "Contract Term" section below during which this Contract will be in full force and effect.

**BB. Transition Out Plan**

The written plan developed by Supplier addressing the transition of Supplier's contractual obligations, in whole or in part, away from the Supplier and to Authorized User, or its designee, after the expiration or termination of the Contract.

**CC. Transition Period**

The period of time after the expiration or termination of the Contract that, Supplier is obligated to continue providing assistance to Authorized Users so as to transition the Supplier's contractual obligations, or any portion thereof, to any other supplier.

**DD. Update**

As applicable, any update, modification or new release of the Software, System Software, Application, Documentation or Supplier Product that Supplier makes generally available to its customers at no additional cost. Software Updates include patches, fixes, upgrades, enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the Software.

**EE. Work Product (optional)**

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the performance of this Contract. Work Product shall not include configuration of software.

## 3. TERM AND TERMINATION

**A. Contract Term**

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of three (3) years ("**Term**"). VITA, in its sole discretion, may extend this Contract for up to four (4) additional one (1) year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating the extension period within thirty (30) days of the expiration of any current term. In addition, performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all contractual terms and conditions required for the operation of such order or SOW shall remain in full force and effect until all of Supplier's obligations pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

**B. Termination for Convenience**

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

**C. Termination for Breach**

In the event of breach by the Supplier, VITA will have the right to terminate this Contract, in whole or in part, and an Authorized User may terminate an order or SOW issued hereunder, in whole or in part. Supplier will be deemed in breach in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder. Any termination under the provisions of this section will be deemed a "Termination for Breach".

If VITA deems the Supplier to be in breach, VITA shall provide Supplier with notice of breach and allow Supplier 15 business days to cure the breach. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued pursuant to this Contract, in whole or in part. If an Authorized User deems the Supplier to be in breach of an

order or SOW, that Authorized User shall provide Supplier with notice of breach and allow Supplier fifteen (15) business days to cure the breach. If Supplier fails to cure the breach as noted, the Authorized User may immediately terminate its order or SOW, in whole or in part. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 U.S.C. § 1352, or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 U.S.C. § 1352, or if federal debarment proceedings are instituted against Supplier.

**D. Termination for Non-Appropriation of Funds**

All payment obligations from public bodies under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order or SOW, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

**E. Effect of Termination**

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Deliverables accepted by the Authorized User or Services, including as applicable, Licensed Services and Maintenance Services, rendered by Supplier and accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Deliverable that was not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier.

**F. Transition of Services**

Prior to or upon expiration or termination of this Contract and at the request of VITA or any Authorized User, Supplier shall provide all assistance as VITA or such Authorized User may reasonably require to transition the Supplier’s contractual obligations, or any portion thereof, as requested by VITA or such Authorized User, to any other supplier with whom VITA or such Authorized User contracts for provision of same. This obligation may extend beyond expiration or termination of the Contract for a period of time (i.e., three (3) months, six (6) months, twelve (12) months or as required and defined by VITA or such Authorized User (herein referred to as "Transition Period"). If this Contract includes Supplier's provision of licensed products, Supplier agrees that, without the expressed prior consent of VITA or such Authorized User, no action will be taken by Supplier to restrict or terminate the use of such licensed products after the date of expiration or termination of the Contract and/or during any Transition Period in which Supplier is contractually committed to work with VITA or any Authorized User. VITA or any Authorized User agree to pay for any additional maintenance or licensing fees during any Transition Period

at the hourly rate or a charge agreed upon by Supplier and VITA or such Authorized User. Supplier must provide all reasonable transition assistance requested by VITA or such Authorized User to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to VITA or any Authorized User. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. Further, any period of transition will not affect VITA's or any Authorized User's rights in regards to any purchased Software Perpetual Licenses which are paid in full.

**G. Contract Kick-Off Meeting**

Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/Industrial Funding Adjustment (IFA) reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

**H. Transition Out Plan**

Within three (3) months of the Effective Date, Supplier will develop and distribute to the applicable Authorized User a Transition Out Plan. The Supplier will maintain the Transition Out Plan throughout the Term, and update the Transition Out Plan as needed and subject to Authorized User’s approval.

**I. Contract Closeout**

Prior to the Contract’s expiration date, Supplier may be provided contract closeout documentation by VITA. If contract closeout documentation is provided, then Supplier shall complete, sign, and return to VITA Supply Chain Management any required documentation within 30 calendar days of receipt to ensure completion of closeout administration and to maintain a positive performance reputation with the Commonwealth. Any required closeout documentation not received within 30 calendar days of Supplier’s receipt of the Commonwealth's request will be documented in the contract file as Supplier non-compliance. Supplier’s non-compliance may affect any pending payments due to the Supplier, including final payment, until the documentation is returned to VITA.

## 4. SUPPLIER PERSONNEL

### A. Selection and Management of Supplier Personnel

Supplier shall ensure that all Supplier Personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and the applicable order or SOW between Authorized User and Supplier. Supplier acknowledges that Supplier is the employer of all Supplier Personnel and shall have the sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for, and terminate the employment of Supplier Personnel. Supplier shall be solely responsible for the supervision and conduct of Supplier Personnel, including all acts, omissions, gross negligence, and willful misconduct of Supplier Personnel. Additionally, Supplier shall ensure that Supplier Personnel comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any Supplier Personnel whom such Authorized User believes has failed to comply with the above or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

### B. Key Personnel

An order or SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable order or SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract or of the applicable order or SOW.

### C. Subcontractors

Supplier shall not use subcontractors to perform its contractual obligations under the Contract or any order or SOW issued thereunder unless specifically authorized in writing to do so by the Authorized User. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

If Supplier subcontracts the provision of any performance obligation under this Contract to any other party, Supplier will (i) act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors shall perform in accordance with the warranties set forth in this Contract.

## 5. NEW TECHNOLOGY

### A. Access to New Technology

Supplier will bring to VITA's attention any new products or services within the scope of the Contract that it believes will be of interest to VITA and will work to develop proposals for the provision of any such products or services as VITA requests.

### B. New Service Offerings Not Available from Supplier

If new or replacement product or service offerings become available to VITA under the scope of the Contract, and cannot be competitively provided by the Supplier, VITA may purchase such new or replacement products or services from a third party, and Supplier will reasonably assist VITA to migrate to such products or services, if VITA elects to use such new or replacement product or service offerings.

If VITA elects to acquire new products or services as described in the above paragraph and such services replace existing Supplier-provided services, discount tiers and any commitments (as applicable per the Contract) will be reduced to reflect reductions in purchases of the replaced products or services.

## 6. SERVICES

### A. Nature of Services and Engagement

This Service contract is for Information Technology Research and Advisory services.

By operation of this Contract, any order or SOW resulting in a commitment of any individual employee or contractor of Supplier, whether employed by Supplier or a contractor or subcontractor of Supplier, for more than one thousand (1,000) hours of work during any six (6) month period or of any such individual employee or contractor for more than eight (8) months in any twelve (12) month period shall be voidable by VITA, in its sole discretion. If an order or SOW is voided by VITA, such order or SOW shall no longer be binding on either Party and all obligations with respect to such order or SOW shall expire.

### B. Acceptance

Service(s) shall be deemed accepted when the Authorized User determines that such Service(s) meets the Requirements set forth in the applicable order or SOW. If applicable, Supplier shall be responsible for ensuring that any individual Deliverable functions properly with any other Deliverable provided pursuant to the order or SOW. Should a previously Accepted Deliverable require further modification in order to work properly with any other Deliverable, Supplier shall be responsible for all costs associated with such modification.

Authorized User shall commence Acceptance testing within ten (10) days, or within such other period as set forth in the applicable order or SOW, after receipt of the Service. Acceptance testing will be no longer than thirty (30) days, or such longer period as may be agreed in writing between Authorized User and Supplier, for each Deliverable or for the first instance of each Service type set forth in Exhibit B. Supplier agrees to provide to the Authorized User such

assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

**C. Cure Period**

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Service for re-testing within seven (7) days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable order or SOW. Should Supplier fail to cure the non-conformity or deliver a Service which meets the Requirements, the Authorized User may, in its sole discretion: (i) reject the Service in its entirety, and any Service rendered unusable due to the non-conforming Service, and recover amounts previously paid hereunder for all such Services; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Service to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Services to be provided thereunder by Supplier.

**7. RIGHTS TO WORK PRODUCT**

Any license to pre-existing work will be held by, and all rights in, title to, and ownership of Work Product will vest with:

i. the Commonwealth, if Authorized User is an agency as defined by Code § 2.2-2006 or a legislative, judicial and independent agencies of the Commonwealth board, commission, or other quasi-political entity of the Commonwealth or other body referenced in Title 2.2 of the Code;

ii. the applicable public body, if Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity; or

iii. the applicable private institution of higher education, if Authorized User is a private institution of higher education that is listed at: http://www.cicv.org/Our-Colleges/Profiles.aspx.

**A. Work Product**

VITA and Supplier each acknowledge that performance of this Contract may result in Work Product. The Parties shall document all Work Product specifications and such specifications shall be made an incorporated exhibit to this Contract. Supplier agrees that it shall promptly and fully disclose to the Commonwealth or the Authorized User any and all Work Product generated, conceived, reduced to practice or learned by Supplier or any of its employees, either solely or jointly with others, during the term or performance of this Contract, which in any way relates to the business of the Commonwealth, VITA or any Authorized User. Supplier further

agrees that neither Supplier nor Supplier's employees, contractors, agents or subcontractors, nor any party claiming through Supplier or Supplier's employees, shall, other than in the performance of this Contract, make use of or disclose to others any proprietary information relating to the Work Product. All Services performed hereunder shall include delivery of all source and object code and all executables and documentation for all Work Product. Supplier shall at no time deny access to the Work Product, regardless of form, by the Commonwealth or the Authorized User.

**B. Ownership**

All Work Product discovered, created, or developed under this Contract is and will remain the sole property of the Commonwealth and its assigns, or the Authorized User and its assigns, regardless of whether the Services are considered “works made for hire” or “hired to invent”. Except as specifically set forth in writing and signed by both VITA and Supplier, or Authorized User and Supplier, Supplier agrees that the Commonwealth or the Authorized User will have all rights with respect to any Work Product discovered, created or developed under this Contract, without regard to the origin of the Work Product.

Supplier irrevocably transfers, grants, conveys, assigns and relinquishes exclusively to the Commonwealth or the Authorized User any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity, or for the longest period otherwise permitted by law. If any moral rights are created, Supplier expressly waives all moral rights created in the Work Product. Supplier shall assist the Commonwealth or the Authorized User in every reasonable way to obtain and, from time to time, enforce patents, copyrights, trade secrets and other rights and protection relating to the Work Product. Upon the reasonable request by the Commonwealth or Authorized User with respect to the Work Product, Supplier and any required Supplier Personnel shall execute all documents necessary for use in applying for and obtaining patents, copyrights, and other rights and protection, and in protecting trade secrets with respect to the Work Product.

**C. Pre-existing Work**

If, and to the extent that, any pre-existing rights are embodied or reflected in the Work Product, Supplier grants to the Commonwealth or the Authorized User the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing. Supplier will retain all ownership rights in any pre-existing works.

**D. Return of Materials**

Upon termination of this Contract or in the event Authorized User terminates any order or SOW issued pursuant to this Contract, Supplier shall immediately return to VITA or the appropriate Authorized User all copies, in whatever form, of any and all Confidential Information, Work Product and other properties provided by VITA or such Authorized User, which are in Supplier's possession, custody or control.

## 8. GENERAL WARRANTY

Supplier warrants and represents to VITA that Supplier will fulfill its contractual obligations and meet all needed requirements as described in Exhibit A as follows:

### A. Ownership

Supplier has the right to perform and provide all contractual obligations and provide all needed services and products without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

### B. Limited Warranty

During the warranty period as specified in the applicable order or SOW, Supplier warrants that the Services, Solution, Solution Components, Deliverables, Product, Software, Updates, as authorized and provided by Supplier under this Contract, shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in supplier's failure to meet the Requirement or its contractual obligations.

### C. Performance Warranty

Supplier warrants and represents the following with respect to Performance:

i. All contractual obligations shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables and Services furnished under this Contract;

ii. All contractual obligations pursuant to a particular Request for Proposal ("**RFP**") or Iquote, or Request for Quote ("**RFQ**"), and any associated Deliverables shall be fit for the particular purposes specified by VITA in the RFP and in this Contract and, if applicable, by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to its contractual obligations and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing its contractual obligations;

### D. Documentation and Deliverables

Supplier warrants the following as applicable to the Contract:

i. (The Solution or Software is pursuant to a particular Request for Proposal ("RFP") or , quote, or Request for Quote (RFQ), and therefore such Solution or Software shall be fit for the particular purposes specified by VITA in the RFP/IFB and in this Contract, and if applicable, by the Authorized User requesting such quote or issuing such RFQ. Further, Supplier is possessed of superior knowledge with respect to the Solution of Software and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Solution or Software;

Exhibit AExhibit Aii. No corrections, work arounds or future Software or Solution Component Software releases provided by Supplier under the warranty provisions or under maintenance shall degrade the Solution, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software. v. Supplier warrants that the

Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user/programmer to understand fully the Solution or Solution Component or to load/use/operate the Software without reference to any other materials or information.

**E. Malicious Code**

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in any Solution, Solution Component, Deliverables, Product, Software, System Software, Update, Application and/or Licensed Service, as obligated and provided by Supplier under the order or SOW, at the time of delivery to the Authorized User. Supplier warrants that the Solution, Solution Components, Deliverables, Product, Software, System Software, Update, Application and/or Licensed Services, as obligated and provided by Supplier under the order or SOW does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Solution, Solution Components, Deliverables, Product, Software, System Software, Application and/or Licensed Service.

Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

**F. Open Source**

Supplier will notify all Authorized Users if the Solution, Solution Components, Deliverables, Product, Software, Updates, Application and/or Licensed Services, as obligated and provided by Supplier, contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

**G. Supplier's Viability**

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

**H. Supplier's Past Experience**

Supplier warrants that it has met similar contractual obligations and fulfilled the Requirements as set forth in Exhibit A and in this Contract, in similar or greater complexity, to other customers without significant problems due to Supplier's performance and without causing a contractual breach or default claim by any customer.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT

LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

## 9. FEES, ORDERING AND PAYMENT PROCEDURE

### A. Fees and Charges

In consideration for the Supplier's performance obligations under this Contract, an Authorized User shall pay Supplier the fee(s) owed pursuant to the schedule of fees and charges as set forth on Exhibit B attached to this Contract. Supplier will only be entitled to those fees owed for Supplier's performance obligations and any additional Products and Services provided to an Authorized User in accordance with the scope of this Contract and the Requirements, as authorized by Exhibit A, and per the Authorized User's order or SOW. The fees, and any associated discounts, will be applicable throughout the Term of this Contract unless modified pursuant to the terms and conditions below. In the event the fees or discounts apply for any period less than the entire Term, Supplier agrees that it will not increase the fees during the first twelve (12) month period following the Effective Date, and will not increase the fees more than once in any subsequent twelve (12) month period thereafter. No increase in fee amounts will exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (http://www.bls.gov/cpi/home.htm), for the date of the increase compared with the same index one (1) year prior. Supplier must submit any change in price in writing to VITA and to the Authorized User if the change impacts any SOW or order and in accordance with the above and will not become effective for 60 calendar days thereafter.

### B. Ordering

Notwithstanding all Authorized User's rights to license or purchase Supplier's products or services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or services. (http://www.eva.virginia.gov/). eVA is the Commonwealth of Virginia's e-procurement system. Agencies, as defined by §2.2-2006 of the Code of Virginia and legislative, judicial and independent agencies of the Commonwealth, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

i. Purchase Order (PO): An official PO form issued by an Authorized User.

ii. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User. This ordering authority is limited to issuing orders or SOWs for the contractual offerings and Requirements available under the scope of this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order or SOW from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order or SOW are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede. Notwithstanding the foregoing, Supplier shall not accept any order or

SOW from an Authorized User if such order or SOW is to be funded, in whole or in part, by federal funds and if, at the time the order or SOW is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs. ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER OR SOW PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

**C. Reproduction Rights for Supplier-Provided Software**

If software is provided, at an Authorized User's request, Supplier shall provide the Authorized User with a reproducible, portable data storage device (e.g. CD-ROM or USB flash drive) of Software and Updates. Such Authorized User shall be responsible for making copies and distributing the Software and Updates as required. Within thirty (30) days of the end of each calendar quarter, such Authorized User shall provide to Supplier a report of the net number of additional copies of the Software and/or Updates deployed during the quarter. Supplier shall invoice such Authorized User for the net number of new licenses reported as deployed.

**D. Reimbursement of Expenses**

Authorized User shall pay, or reimburse, Supplier for all reasonable and actual travel-related expenses for greater than 30 miles from portal to portal incurred by Supplier during the relevant period. An Authorized User will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by the Authorized User in advance in the order or SOW. The travel-related expenses will be reimbursable at the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/). Authorized Users who are not public bodies may have their own per diem amounts applicable to Supplier's pre-approved travel expenses.

All reimbursed expenses will be billed to the Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US$30.00.

**E. Demonstration and/or Evaluation**

If the Supplier's contractual obligations include the provision of a Solution, an Application and Licensed Services, or Software-as-a-Service, at the request of any Authorized User, Supplier shall perform a demonstration of its Solution, or its Application and Licensed Services or Software-as-a Service at such Authorized User's location and at no charge.

If the Supplier's contractual obligations include the provision of Software, at the request of any Authorized User, the Supplier shall make available to any Authorized User the Software for evaluation purposes at no charge. The evaluation period will be determined by the complexity of testing but will be a period not less than thirty (30) days. Each new project is entitled to an evaluation copy regardless of whether an Authorized User has previously purchased the Software.

**F. Statement of Work**

An SOW, in the format provided in an Exhibit, shall be required for any orders placed by an Authorized User pursuant to this Contract. Supplier shall perform any and all contractual obligations at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit B herein. Unless VITA issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type but may, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses. In furtherance of compliance, invoicing, and auditing requirements, for time and materials type SOWs, Supplier personnel shall maintain daily time records of hours and tasks performed, which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

Any change to an SOW must be described in a written change request (template provided as Exhibit E). Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

**G. Supplier Quote and Request for Quote**

If an Authorized User determines that a competitive process is required to ensure it receives the best value for any combination of its needed Solution, Product, or Services under this Contract, then such Authorized User may, at its sole discretion, use a Request for Quote ("**RFQ**") process to obtain identical or similar Solutions, Products, or Services to those provided by Supplier pursuant to this Contract. The RFQ process will only be allowed on a case-by-case basis upon approval by VITA. The RFQ will clearly outline the project timing and requirements. If the Authorized User is not able to identify the exact specifications required, then the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

Supplier shall respond to the RFQ by providing a quote, which must include (a) a detailed description of each product or service proposed, including any applicable components, at the Exhibit B line item fee level; (b) the quantity of each component; (c) the contract price; (d) any additional percentage discount offered; and (e) an extended price. If requested by the Authorized User, Supplier's quote must also include a proposal describing the approach Supplier plans to take in developing, implementing, and maintaining its offering for the Authorized User. Should Supplier be unable to respond to the RFQ, Supplier shall notify the Authorized User in writing of its inability to perform the work requested by such Authorized User, and provide the reasons for its inability to perform, prior to the due date for the submission of quotes in response to the RFQ.Exhibit B Supplier's failure to respond to an RFQ may be deemed a breach of this Contract.

**H. Invoice Procedures**

Info-Tech memberships are billed annual in advance to turning on membership.

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Supplier's performance obligations have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order or SOW. Payment for any support services, as authorized in the Contract and the Authorized User's applicable order or SOW, shall be annually in arrears unless otherwise stated herein, or in any order or SOW referencing this Contract. No invoice shall include any costs other than those identified in the executed order or SOW, which costs shall be in accordance with Exhibit B. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as noted in any executed order or SOW referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

i. Dates/periods that invoice covers, including any service or subscription periods, as applicable.

ii. Line item description of the Deliverable(s), Product(s), Software, Hardware, Services, Solution and Solution Components, Maintenance Services, and/or Licensed Services, as applicable to this Contract, including components thereof or service type, and, if applicable, the project milestone.

iii. Quantity, charge and extended pricing for each line item

iv. Applicable order and/or SOW date

v. This Contract number and the applicable order number and/or SOW number

vi. Supplier's Federal Employer Identification Number ("**FEIN**")

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

**I. Purchase Payment Terms**

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until all Supplier's performance obligations have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order or SOW, or until after services have been rendered. Charges for Deliverables, components or services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

**10. REPORTING**

Supplier shall to submit to VITA the following monthly reports:

i. Report of Sales

These reports must be submitted using the instructions and further detailed requirements and templates found at the following URL: http://www.vita.virginia.gov/scm/default.aspx?id=97, or any successor URL(s). Suppliers are encouraged to review the site periodically for updates on Supplier

reporting requirements and methods. Failure to comply with all reporting and other requirements in this Section may be deemed a breach of the Contract.

**A. Report of Sales**

Supplier shall submit the "Supplier Monthly Report of Sales" to VITA reporting all monthly sales to all Authorized Users under this Contract. The report must also show a cumulative record of all sales which will carry forward for the duration of the Term. In addition to the monthly report, Supplier shall pay to VITA the following monthly fees in accordance with instructions described on the "Supplier Reporting System" webpage located at: http://www.vita.virginia.gov/scm/default.aspx?id=97. Supplier reports of monthly sales data will include these fees and percentages:

- Industrial Funding Adjustment ("**IFA**"): 2% of monthly sales

**11. COMPETITIVE PRICING**

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Supplier. If Supplier enters into any arrangements with another customer of Supplier or with an Authorized User to provide the products and services, available under this Contract, under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

**12. CONFIDENTIALITY**

**A. Treatment and Protection**

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information, but in no event shall such measures be less than reasonable care.

Any unauthorized release of any Confidential Information by the Supplier or Supplier Personnel constitutes a breach of Supplier's obligations under the Contract. Supplier shall immediately notify VITA and any affected Authorized User of any reach of "unencrypted" and "unredacted" personal information, as those terms are defined in Code § 18.2-186.6, and other confidential or

personal identifying information provided to the Supplier by VITA or an Authorized User. To the extent permitted by law, Supplier shall provide VITA and any affected Authorized User the opportunity to participate in the investigation of the breach and to exercise control over reporting the unauthorized disclosure.

**B. Exclusions**

The term "Confidential Information" shall not include information that is:

i. in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;

ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;

iii. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv. required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

**C. Return or Destruction**

Upon the termination or expiration of this Contract, or upon the earlier request of the disclosing Authorized User, Supplier shall, at its own expense, (i) promptly return all tangible Confidential Information (and all copies thereof except the record required by law) to the disclosing Authorized User; or (ii) upon written request from the disclosing Authorized User, destroy any Confidential Information in Supplier's possession or control, and provide the disclosing Authorized User with written certification of the destruction. Additionally, Supplier shall cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth's records retention policies or, if Authorized User is not subject to the Commonwealth's policies, in accordance with the Authorized User's own records retention policies.

**D. Confidentiality Statement**

All Supplier personnel, contractors, agents, and subcontractors performing Services pursuant to this Contract shall be required to sign a confidentiality statement or non-disclosure agreement. Any violation of such statement or agreement shall be shall be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

**E. Freedom of Information Act Acknowledgement**

All Supplier documents now or later comprising the Contract may be released in their entirety under the Virginia Freedom of Information Act, and Supplier agrees that any confidentiality or similar stamps or legends that are attached to any future documents or information may be ignored to the extent they claim confidentiality beyond that permitted by the Virginia Freedom of Information Act.

## 13. INDEMNIFICATION

### A. Indemnification for Third Party Claims

Supplier shall indemnify and defend all Commonwealth Indemnified Parties from and against any Claims brought by a third party that are incurred by, borne by, or asserted against any Commonwealth Indemnified Parties to the extent the Claims in any way relate to, arise out of, or result from:

i. any intentional or willful conduct or gross negligence of any Supplier Personnel;

ii. any negligent act or omission of any Supplier Personnel;

iii. a breach of any representation, warranty, or covenant of Supplier contained in this Contract;

iv. any defect in the Supplier-provided products or services; or

v. any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided products or services.

### B. Supplier shall pay any award rendered against any Commonwealth Indemnified Parties by a court of competent jurisdiction in such action. Control of Defense Against Claims

Supplier shall pay any award rendered against any Commonwealth Indemnified Parties by a court of competent jurisdiction in such action, provided that Supplier has the right to control and direct the defense against any third-party Claim. In the event Supplier defends any third-party Claim involving Commonwealth Indemnified Parties, Supplier will be solely responsible for all reasonable costs and expenses associated with the defense. Pursuant to Code §§ 2.2-510 and 2.2-514, the selection and approval of counsel and approval of any settlement will be satisfactory to the Commonwealth, the Commonwealth's approval not to be unreasonably withheld. In the event of a settlement between Supplier and a private institution of higher education who is an Authorized User of this Contract, the settlement will be satisfactory to that institution.

### C. Duty to Replace or Reimburse

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or Supplier's performance, and in addition to all other obligations of Supplier in this Section, Supplier shall, at its expense and option, either (a) procure for all Authorized Users the right to continue use of such infringing Deliverables, Products, Software, Services, Solution, Solution Component, Application and Licensed Services, as applicable, including any components; or (b) replace or modify the infringing Deliverables, Products, Software, Services, Solution, Solution Component, Application and Licensed Services, as applicable, including any components, with non-infringing Deliverables, Products, Software, Services, Solution, Solution Component, Application and Licensed Services, as applicable, including any components, satisfactory to VITA.

In the event that an Authorized User cannot use the affected Deliverables, Products, Software, Services, Solution, Solution Component, Application and Licensed Services, as applicable, including any components, then Supplier shall provide that Authorized User with a comparable temporary replacement Products or Services or both, or reimburse such Authorized User for the reasonable costs incurred by such Authorized User in obtaining an alternative Product or Service. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing Deliverables, or any Component thereof, along with any other Components rendered unusable by any Authorized User as a result of the infringing Component, and refund the price paid to Supplier for such components, less a reasonable value for the use of such components.

**D. Supplier Dispute of Obligation to Indemnify**

If a Claim is commenced against any Commonwealth Indemnified Parties by a third party alleging an infringement of the third party's intellectual property rights and Supplier is of the opinion that the allegations in the third-party Claim, in whole or in part, are not covered by the indemnification provision in this Contract, then Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall protect the interests of the Commonwealth Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

**14. LIABILITY**

**A. Supplier Liability**

Except for liability arising from any combination of:

i. any intentional or willful misconduct or gross negligence of Supplier or any Supplier Personnel;

ii. any negligent act or omission of Supplier or any Supplier Personnel that results in a Claim for bodily injury, including death, or real and tangible property damage; or

iii. Supplier's indemnification, confidentiality, security compliance, or data privacy and security obligations as specified in this Contract,

Supplier's liability is limited to the greater of one million dollars ($1,00,000) or twice the aggregate value of the delivered and accepted Deliverables provided by Supplier to any affected Authorized Users under this Contract in the twelve (12) months preceding the accrual of the claim or, if multiple claims, the earliest claim to accrue. This limitation will apply on a per-incident basis; it being understood that multiple losses stemming from the same root cause constitute a single incident.

**B. Limitation of Liability**

Each Party will be liable for damages caused by the gross negligence or willful misconduct of that Party, its employees, agents, or subcontractors. For all other Claims under this Contract, in no event will any Party be liable to any other Party for any indirect, incidental, consequential, or punitive damages, including (without limitation) loss of profit, income, or savings, even if advised of the possibility of these damages.

**15. INSURANCE**

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry:

Errors and omissions insurance coverage in the amount of $2,000,000 per occurrence.

**16. SECURITY COMPLIANCE**

Supplier shall comply with all provisions of the then-current Commonwealth security procedures, published by VITA and which may be found at: https://www.vita.virginia.gov/library/default.aspx?id=537, or any successor URL(s), as are pertinent to Supplier's operation. Further, Supplier shall comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been provided to Supplier by the Authorized User. Supplier shall also comply with all applicable federal, state, and local laws and regulations. Any unauthorized release of proprietary or Personal information by the Supplier or any Supplier Personnel shall constitute a breach of Supplier's obligations under this Section and the Contract.

Supplier shall ensure performance of an audit of Supplier's environment at least annually to provide assurance of "Controls Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy" in accordance with the then-current standards set forth by the American Institute of CPAs.

VITA reserves the right to review Supplier's information security program prior to the commencement of Licensed Services and at least once annually during the term of this Agreement. During the performance of the Licensed Services, and on an annual basis, VITA will be entitled, at its own expense, to perform, or to have performed, an on-site audit of Supplier's information security program. In lieu of an on-site audit, upon request by VITA, Supplier shall implement any reasonably required safeguards as identified by any program audit.

**17. IMPORT/EXPORT**

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

**18. BANKRUPTCY**

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen

(15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order or SOW, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order or SOW. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA or Authorized User pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

**19. LITIGATION**

If supplier becomes involved in legal proceedings that interfere with the performance of any contractual obligations under this contract for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order or SOW,

Relief may be granted by VITA or Authorized User if Supplier immediately gives VITA or such Authorized User adequate written assurance of the future performance of this Contract or the applicable order or SOW.

**20. GENERAL PROVISIONS**

**A. Relationship Between VITA and Authorized User and Supplier**

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, (including, but not limited to, any federal, state or local withholding or employment taxes, and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Contract or Services performed pursuant to this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

**B. Licensing Within the Commonwealth**

Any and all licenses granted or provided pursuant to this Contract, whether to System Software, COTS, or any other Software will be held by:

i. the Commonwealth, if the Authorized User is an agency as defined by Code § 2.2-2006 or a legislative, judicial and independent agency of the Commonwealth, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code;

ii. the applicable public body, if the Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity; or

iii. the applicable private institution of higher education, if the Authorized User is a private institution of higher education listed at: http://www.cicv.org/Our-Colleges/Profiles.aspx.

**C. Incorporated Contractual Provisions**

The contractual provisions at the following URL, or any successor URL(s), are mandatory contractual provisions, required by law or by VITA, and are incorporated by reference: https://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/StatutorilyMandatedTsandCs.pdf.

The contractual claims provision of Code § 2.2-4363 and the required eVA provisions found at http://vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/eVATsandCs.pdf, or any successor URL(s), are also incorporated by reference.

IRS Publication 1075 applies to any orders or SOWs issued by an Authorized User under the Contract that will or may include the entry, handling, processing, storage, movement, sharing of, or access to, FTI by Supplier, or any Subcontractor of Supplier, in any manner. The Tax Information Security Guidelines for Federal, State and Local Agencies – Exhibit 7, Safeguarding Contract Language, as appropriate, and the requirements specified in Exhibit 7 in accordance with IRC§ 6103(n) are included by reference and are located at: http://www.vita.virginia.gov/uploadedFiles/VITA_Main_Public/SCM/Mandatory_IRS_Pub_1075_for_FTI_data.pdf, or any successor URL(s). Supplier hereby acknowledges that it will comply with all applicable requirements of these terms and IRS Publication 1075 in its entirety. Non-compliance with the terms and IRS Publication 1075 may be deemed, solely by VITA, as a material breach of the applicable order or SOW or of the Contract. Supplier is responsible for verifying the correct and current version of this IRS publication and related safeguarding terms language and acknowledges that any Authorized User issuing the order or SOW will be held harmless.

The terms and conditions in documents posted to the aforereferenced URLs, and any successor URL(s), are subject to change pursuant to action by the legislature of the Commonwealth, change in VITA policy, adoption of revised eVA business requirements, or change to IRS Publication 1075. If a change is made to the mandatory terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs, or their successors, periodically.

**D. Compliance with the Federal Lobbying Act**

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by

the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as an exhibit to this Contract.

**E. Ethics in Public Contracting**

By signing this Contract, Supplier warrants that its assent to this Contract is made without collusion or fraud, and that Supplier has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with the terms of this Contract. Further, Supplier warrants that it has not conferred any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, on any public employee having official responsibility for this procurement transaction, unless consideration of substantially equal or greater value was exchanged. In addition, Supplier warrants that it will notify VITA if it becomes aware of a potential conflict of interest in the future.

**F. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

**G. Dispute Resolution**

In accordance with Code § 2.2-4363, contractual claims, whether for money or other relief, must be submitted in writing to the public body from whom the relief is sought no later than 60 calendar days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims will not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within 30 calendar days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under the Code nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within 30 calendar days. The decision of the relevant public body will be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Code § 2.2-4364 or the administrative procedure authorized by Code § 2.2-4365.

Upon request from the public body from whom the relief is sought, Supplier shall submit any and all contractual disputes arising from this Contract to the public body's alternative dispute resolution ("**ADR**") procedures, if any. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code.

In the event of any breach by a public body or a private institution, Supplier's remedies are limited to claims for damages and interest allowable under the Prompt Payment Act and, if available and warranted, equitable relief. All such claims to be processed pursuant to this Section. In no event will Supplier's remedies include the right to terminate any license or support services hereunder.

**H. Taxes**

The Commonwealth is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained from Authorized Users upon request. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

**I. Currency**

All prices, costs, or fees in this Contract and all exhibits, schedules, orders, or SOWs will be in United States dollars.

**J. Advertising and Use of Proprietary Marks**

No Party may use the name of the other Party or refer to the other Party, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of such Party. In no event may any Party use a proprietary mark of the other Party without receiving the prior written consent of such Party.

**K. Notices**

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

i. To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.

ii. To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

**L. No Waiver**

Any failure to enforce any terms of this Contract shall not constitute a waiver.

**M. Assignment**

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

**N. Captions**

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

**O. Severability**

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

**P. Survival**

Any provisions of this Contract regarding Software License, Rights To Work Product, Warranty, Escrow, Confidentiality, Content Privacy and Security, Liability, Indemnification, Transition of Services, and the General Provisions shall survive the expiration or termination of this Contract.

**Q. Force Majeure**

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the reasonable control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order or SOW affected by such postponement or delay.

**R. Remedies**

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

**S. Right to Audit**

VITA reserves the right to audit those Supplier records that relate to the Contract or any SOWs or orders issued there under. VITA's right to audit shall be limited as follows:

i. Three (3) years from end date of the Contract;

ii. Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and

iii. Excludes access to Supplier cost information. In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

**T. Offers of Employment**

During the first twelve (12) months of the Contract, should Supplier hire an employee of any Authorized User who has substantially worked on any project covered by this Contract without prior written consent, the Supplier shall be billed for fifty percent (50%) of the employee's annual salary in effect at the time of termination.

**U. Contract Administration**

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

**V. Entire Contract**

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A - Requirements

Exhibit B – Pricing

Exhibit C – Statement of Work (SOW) Template

Exhibit D - Change Order Template

Exhibit F - SCC Registration

Exhibit G - Certification Regarding Lobbying

**W. Order of Precedence**

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit A, Exhibit B

X. **Opportunity to Review**

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Info-Tech Research Group Inc.

By: _____

Name: B. PROJETTS

(Print)

Title: VP. SALES.

Date: MAY 13/2018

Address for Notice:

Info-Tech Research Group Inc.

3960 Howard Hughes Parkway

Suite 500

Las Vegas, Nevada 89169

1-888-670-8889 / 702-446-3782 Fax

VITA

By: _____

(Signature) (Signature)

Name: Nelson Moe

(Print)

Title: COV Chief Information Officer

Date: 3/13/18

Address for Notice:

VITA Contracts

11751 Meadowville Lane

Chester, VA 23836

804-416-6352 Fax

**EXHIBIT A**

## REQUIREMENTS

### A-General

1. Q. Does your Solution comply with all current COV ITRM Policies and Standards, as applicable, found at: http://www.vita.virginia.gov/library/default.aspx?id=537. If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.

A. Yes

2. Q. Does your Solution's proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at: http://www.vita.virginia.gov/oversight/default.aspx?id=10344 If not, please explain.

A. Yes

3. Q. Does your Solution provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance: http://www.vita.virginia.gov/uploadedFiles/Library/AccessibilityStandard_GOV103-00_Eff_11-04-05.pdf (Refer to www.section508.gov and www.access-board.gov for further information). If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: (The VPAT template is located in APPENDIX C of the Accessibility Standard (GOV103-00)). If no, does your Solution provide alternate accessibility functionality? Please describe.

A. No - Info-Tech Research Group is primarily based on London, Ontario, Canada and is compliant with accessibility laws in the jurisdictions in which it operates business. We will provide alternative methods and formats of research and advisory access as reasonable to meet the needs of our members and their accessibility requirements.

4. Q. Is your Solution completely vendor independent and not aligned either to hardware or software vendors and aligned with system quality variables such as in this url: https://msdn.microsoft.com/en-us/library/bb402962.aspx and their respective tradeoff points?

   A. Yes - Info-Tech prides itself on, and utilizes, its independence, quality of thought, quantitative data, and experience, to form its opinions. Our independence is critical to our success in providing our clients with an informed and unbiased opinion, and as such, we have no direct or indirect affiliation with any hardware or software provider, and do not sell technology products.

5. Q. Does your solution provide an account manager throughout the life of the contract? If yes, please explain.

   A. Yes - Each member that procures an Info-Tech membership will receive access to a dedicated Account Director and an Account Manager. These two staff members will be your primary

points of contact should you have any questions, research inquiries, require usage history reports, and will facilitate all onboarding/training activities.

6. Q. Do the duties of your assigned account manager include the following:
   a) Ensuring assignment of qualified resources that meet the needs of the request?
   b) Serving as a key point of contact for VITA and other Authorized Users?
   c) Ensuring a high quality level of service?
   d) Interfacing as an issue escalation catalyst, resolving problems and proactively?
   e) Addressing cost savings and optimization opportunities across VITA and all other Authorized users?

   A. Yes - The Account Director and Account Manager will be responsible for the overall success of the membership. In addition, each Senior IT Leader will be assigned a dedicated Executive Advisor. The Executive Advisor is a senior member of the Research and Consulting Practice specific to the role (ex. Security, CIO, Applications, etc.). Their role is to support the Account Management Team establish a Key Initiative Plan and foster the 1:1 relationship with each Senior IT Leader to ensure they receive value specific to their role.

7. Q. Does your Solution provided sales office and account management support to the region of the Commonwealth of Virginia?

   A. Yes - Info-Tech works with multiple agencies within the Commonwealth of Virginia including the Department of Transportation and the Department of Social Services. We do not have a physical office or permanent staff located in Virginia. That being said, we do deliver on-site workshops and on-site onboarding as part of the membership service. Research and Advisory Services is primarily a remote based service. As such, we facilitate teleconferences with our members to ensure frequent communication and support throughout the term of the contract.

8. Q. Does your Solution include user/vendor communications including site visits to ensure user is able to use product effectively? If yes, please explain.

   A. Yes - The beginning of the membership is critical to ensure members are familiar with the service and understand the tools and resources available. The Account Management Team facilitates a full day of training sessions within the first 3 weeks. The on-site day is followed up with 1:1 calls and group webinar sessions to provide additional training and build Key Initiative Plans. 5-Day On-Site Workshops are also included in most memberships. On-Site Workshops include two Analysts on-site over a four to five day period to work on completing a core Blueprint from the Info-Tech web-portal.

9. Q. Does your Solution include the use of surveys to gage user satisfaction? If yes, please explain.

   A. Yes - After each Info-Tech experience (analyst call, workshop, diagnostic, event, etc.), we ask our member to quantify the real time savings, monetary impact, and project improvements our research helped them achieve. We refer to this as Measured Value. We will follow up with our member if a low measured value survey score is received to ensure we deliver value and user satisfaction. Info-Tech also tracks member usage by the number of website visits and downloads per user to gauge overall usage. If usage is low, it is another signal to reengage our member. Our mandate as a research firm is to provide practical research that delivers measurable results.

10. Q. Does your Solution have a tactical (getting things done) or a strategic (planning for trends) philosophy that is likely to impact users in the Commonwealth? If yes, please describe your Solution's philosophy relative to this direction.

    A. Yes - We do lots of 'what' and 'why' research, but the bulk of our product focuses on 'how'. We have thousands of Blueprints that you and your team use to actually improve a process or deliver on a project. Other vendors frame a problem and provide case studies about how a few companies are tackling the problem and provide forecasting and trends - it's primarily an executive education product and they do that very well. But from there, you really are on your own to figure out how to get it done. By contrast, we build out the project road map for you, the communication tools, planning documents, templates, etc. that you need to actually do the project. That reduces the risk of project failure and delays dramatically, and gives the project leader a huge head start in getting the project done. Info-Tech provides strategic research through trends reports, industry coverage, and alignment reports. That being said, our focus on providing action-based resources to enable our members to get things done is what sets us apart from other vendors.

11. Q. Can you describe how your Solution's IT Advisory research is authored?

    A. Yes - Info-Tech's research is written based on observed best practices, key implementation steps, world-class research, and years of expertise, and it encompasses a broad range of technology topics that provide a base knowledge for all technology leaders. Our research planning methodology incorporates new and emerging technologies while soliciting member feedback to ensure our research agenda covers the topics that matter most. See the answer to question number 4 above below for a further breakdown.

12. Q. Do your Solution's analysts write your research? If yes, please explain.

    A. Yes - Info-Tech Research Group has 200 + Analysts. Each Analyst is responsible for publishing and contributing to new research on the web-portal. This is a key differentiator of our service. We feel it is important that every Analyst (junior to senior) stays current on emerging technologies, trends, and challenges in the IT sector. This added perspective ensures our team stays ahead of the ever-changing technology landscape. Analysts also publish case studies from engagements with our clients. This is another value-added service to help our members better understand best practices and industry trends.

13. Q. Does your Solution hire outsourced information providers? If yes, please explain.

    A. Yes - The majority of content is published internally. That being said, we do hire contractors occasionally to help contribute to our research portfolio. Specifically, 'Predicting the Future' reports are written by Mark Anderson: CEO of Strategic News Service. These research newsletters are the most accurate predictive reports covering the computing and communications industries. The weekly newsletter covers must-have information for strategy development and business technology planning from a global perspective. Mark Anderson's predictive reports have an unmatched publically graded prediction rate of over 94% and are actively followed by Bill Gates, Paul Jacobs, Michael Dell and many other global industry leaders. The newsletters provide your members with need to know information that will aid

in your strategy development and business technology planning. The unreserved predictions and strategic insights on what is to be expected in upcoming years will help position IT Executives as a forward thinker with industry peers.

14. Q. Does your Solution include any research that has been written by your clients? If yes, please explain.

A. No - We rely on our clients to contribute their ideas and perspectives to our research content. Our clients also provide data when completing software reviews and/or completing internal diagnostic and benchmarking programs. We also publish case studies (with client permission) upon completing engagements with our clients. We are true member-based organization. That being said, our clients do not write research.

15. Q. Can you describe your Solution's method(s) regarding how your research is produced? If yes, please explain.

A. Yes - The quality and credibility of the advice and recommendations contained in our best-practice research is of the utmost importance to Info-Tech. Each research project follows the same process to ensure that sound research and analysis practices have been applied. See steps below:
    - Project Approval: Each best-practice project Blueprint starts as a proposal for the research agenda. The project proposal outlines scope, client challenge, and client value. Each proposal is reviewed by a panel comprised of lead analysts, research management and Info-Tech executives.
    - Scope Refinement: The project team comprised of lead, senior, and junior analysts contacts clients and noted experts in the field. Clients are interviewed to clarify specific challenges and identify expectations for how the research would be of greatest value. Experts, including consultants, practitioners, academics, and authors are contacted to understand leading opinions and practices. Secondary research is conducted by the team to determine the current schools of thought about best practices. With this information, the project team develops a draft point of view and set of hypotheses around best practices and insights that will be further developed during the course of the project.
    - Analysis: Through additional analysis, hypotheses developed in Stage 2 are validated or refuted. The best-practice Blueprint, including the supporting tools and templates and the workshop are developed. Research teams test conclusions, recommendations, and associated tools with clients and experts who have agreed to provide feedback on project results. Research results and documents are reviewed weekly by the research management team. The purpose of this review is to challenge and strengthen conclusions, explanations, and recommendations.
    - Road Testing: During project development, we test our research by engaging clients in on-site workshops. The feedback gathered in this workshop is incorporated into the final product.
    - Executive Review: Once the best-practice Blueprint is completed, it is submitted for executive review. A panel of lead analysts, research management, and Info-Tech executives score the Blueprint to ensure the recommended project steps are adequately supported by primary and secondary research, the research insight is applicable to the target client group, the recommendations are actionable and will yield measurable results, and the best-practice Blueprint offers tangible value for clients.

**B - IT R&A Services**

1. Q. Can you explain your Solution's IT Research and Advisory services model? If yes, please explain.

   A. Yes - Info-Tech Research Group is the world's fastest growing information technology research and advisory company, proudly serving over 30,000 IT professionals. We are by far, the most innovative firm in the industry and we pride ourselves on providing better research than anyone. Since 1997, we have been helping CIOs and their teams evolve from firefighters to innovation champions. We produce unbiased and highly relevant research and tools to help IT leaders make strategic, timely, and well-informed decisions that drive business value. There are three main types of services/licenses within a membership: 1. Research Access; 2. Research + Advisory Access; 3. Workshops. We provide team-based access for each function of the IT department that includes a combination of the three services above. Each leader of the IT function (ex. Security, Infrastructure, CIO, Applications, Service Delivery, etc.) on your team will work with a dedicated Info-Tech Executive Advisor to create customized annual roadmaps to address their specific challenges and opportunities. The IT Leader has access to Analysts throughout the engagement and access to diagnostics, benchmarking, and unlimited research access. The extended team within that function receives access to all research, webinars, and the Info-Tech Academy. An on-site Workshop is an add-on to the membership to allow our Analysts to work on-site at your location over a five-day period to focus on a core IT initiative (ex. Build a Security Strategy).

2. Q. Does your Solution provide vendor-independent research and analysis? If yes, please explain.

   A. Yes - Info-Tech prides itself on, and utilizes, its independence, quality of thought, quantitative data, and experience, to form its opinions. Our independence is critical to our success in providing our clients with an informed and unbiased opinion, and as such, we have no direct or indirect affiliation with any hardware or software provider, and do not sell technology products.

3. Q. Does your company refuse to accept payment for endorsement of technology products and services from other suppliers and manufactures? If yes, please explain.

   A. Yes - Info-Tech does not accept revenue from the vendor community. This is a contrast to other traditional research providers that write research for the vendor community and accept payment frequently from vendors for research and conferences/event sponsorship.

4. Q. Can you provide a list of current and archived research on IT topics listed below, but not limited to; cloud services, enterprise architecture, process management, staff augmentation, hardware asset management, network security, disaster recovery, web services, applications development, IT contract negotiations, network cabling, LAN and WAN data networking, database design, wireless systems, voice, video and radio communications?

A. Yes - A separate document is included that lists the publications available to all users on the Info-Tech website.

5. Q. Can you provide additional topics (other than the topics listed in question 4) that illustrates the breadth of your company's research coverage? If yes, please describe.
   A. No - The list provided in question 4 is comprehensive of all research coverage at Info-Tech. There are eight core roles we explore: CIO, Security, Applications, Infrastructure, Vendor Management, Business

6. Q. Can you provide two research examples that demonstrate the depth and quality of research on a particular topic? (Preferred is a topic listed in specification 4). If yes, please describe

   A. Yes - Research samples are included as separate attachments to demonstrate the quality and depth of content available.

7. Q. Does your Solution include government-relevant research on IT issues related to the proposed solution including research relevant to government policy setting, best practices and technology selection recommendations? If yes, please describe.

   A. Yes - Our services include technology based business research, industry-specific reporting, best-practice methodologies, benchmarking, and market analysis research. Our consultants that have experience as former IT leaders and professionals in all industries including Government will work side-by-side with you and your team in a cooperative approach that delivers results and leaves you with the tools needed for continued success. Info-Tech works with many state and federal government agencies that shape the research we write including (but not limited to): State of Arizona, State of California, State of New Mexico, Government of Ontario, State of New York. Info-Tech has 30,000 plus members globally encompassing over 3,000 clients. As such, the State will receive best practices from clients all over the world and have opportunities to network and learn from other members through events, webinars, and peer-to-peer calls. The research we write applies to Government. For example, a recent publication on the web-portal titled, 'Government of the Future Starts Today with an Up-to-Date IT Strategic Plan' reviews governments need to provide transformational levels of change. Government IT organizations can no longer establish an IT Strategy and Roadmap with annual updates to show progress; they must now move to a continuous improvement approach and take advantage of disruptive technologies wherever possible. The publication is written by Dave Wallace. Dave Wallace is the former CTO at the Government of Ontario and CIO at the City of Toronto. Dave explores the impact of Open Data, Digital Government, and disruptive technologies to drive the importance of the strategic plan in change management methodologies. Government focused publications are provided in within our Industry Coverage tab on the web-portal - https://www.infotech.com/browse/industry-coverage/government.

**C-IT R&A Service Delivery**

1. Q. Does your Solution allow 24/7/365 web portal access? If yes, please explain.

   A. Yes - Each member will receive a unique user name and password to securely access the research and services available on the web-portal. There are no access restrictions. Members can download as much research as they desire and there are no limits to the numbers of

simultaneous users on the web-portal. We also do not place restrictions to research available by role or topic. 24/7/365 access for all members.

2. Q. Is your Solution's web portal accessible from a standard web browser without any client installations? If yes, please explain and list what browsers are supported.

   A. Yes - The Info-Tech portal (www.infotech.com) is compatible to the primary web browsers: IE, Firefox, Google Chrome, and Safari. Info-Tech has over 3,000 clients and has never had an issue with clients accessing the content on the web-portal from their browser. The site is also responsive to mobile devices and tablets.

3. Q. Does your Solution's web portal have the capability to streamline access to all relevant research content as necessary by an Authorized User? If yes, please explain.

   A. Yes - Each member has a custom research feed tab to easily find research applicable to their interest. Members can customize the research feed by IT role (CIO, Apps, Infrastructure, Security, PPM, Vendor Management, Analytics, and Enterprise Architecture), type of resources (Tools, Templates, Notes, Blueprints, Vendor Reviews, etc.), date, and keyword filters.

4. Q. Does your Solution allow a user to save past searches of relevant and/or customized content? If yes, please explain.

   A. Yes - The Library tab allows members to create folders, save content, and share research internally. The Library will also show featured content and new publications available for members.

5. Q. Can you describe how your Solution's research findings are delivered and presented? If yes, please explain.

   A. Yes - Our core research is presented via Blueprints which provides related research through a step-by-step methodology. The majority of research is published in Microsoft Office (Word, excel, and PowerPoint). The research can be easily downloaded and printed for our members' internal use.

6. Q. Does your Solution provide access to IT analysts by phone on subjects/topics you cover within 5 business days of an Authorized User's request? This service would provide answers to brief phone questions regarding a specific issue or topic. If yes, please describe.

   A. Yes - Each registered user at the State agency will receive a dedicated Account Manager and a dedicated Executive Advisor. Either staff members may be contacted to submit an ad hoc analyst inquiry by e-mail, telephone, or web. The inquiry will be acknowledged within 24 hours and an Analyst will be made available within 24 hours if it is a topic covered within our taxonomy.

7. Q. Does your Solution provide unlimited access to on-line research to those who have basic service seats? Please describe.

   A. Yes - There are two main types of licenses (seats): 1. Advisory Seats and 2. Reference Seats. Advisory Seats provide access to research and analyst consultations whereas Reference Seats provide access to the research only. Unlimited on-line research access is included with both

of those seats. There are no restrictions to the number of downloads, number of logins, or restrictions to the content available by role.

8. Q. Does your Solution enable printer-friendly printing of research documents from your website? Please describe.

   A. Yes - All research can be printed. The majority of research is published in Microsoft Office (PowerPoint, Word, and Excel) and PDF.

9. Q. Can your Solution's research documents be downloaded in PDF format? Please explain.

   A. Yes - Most research is available in PowerPoint, Word, and Excel so it is easily compatible to PDF.

10. Q. Can your Solution's research documents be shared via social media? Please explain.

    A. Yes - All research can be shared via social media. We encourage research to be shared externally. In fact, research publication landing pages include the Twitter and LinkedIn icon to be shared via social media.

11. Q. Can your Solution's research documents be emailed to others licensed and/or unlicensed? Please explain.

    A. Yes - An e-mail icon is included on the landing page for each publication. Research can be shared internally and externally to both members and non-members to spur project completion and for general interest. It is important that our members can actually utilize the resources. This is a key differentiator from our services in comparison to Gartner.

12. Q. Does your Solution provide updates via email or on your website? If yes, please provide frequency and description of the updates.

    A. Yes - Members will receive regular e-mail notifications when new research is published and/or new services are available. We also send e-mails at different times of the year to remind members of research and services available. The website also highlights new content and services. Members can adjust e-mail preferences at any time to reflect the type of e-mails (if any) they wish to receive regarding their membership.

13. Q. Does your Solution provide multiple aids to searching for research including word searching and directory-type searching? If yes, please describe.

    A. Yes - Members can use the filters as described in row 3 or use the "Search" function which uses metadata and keywords to find applicable research content. As always, members can contact their Account Management Team and/or Executive Advisor to find research resources.

14. Q. Does your Solution provide Boolean type searching capabilities as part of advanced searching (i.e., includes search using a combination of phrases, clarifying with parentheses, and use of “and,” “or,” and “not” operators.)? If yes, please describe.

    A. Yes, see question 13 above.

15. Q. Does your Solution provide updates that are specifically tailored to a subscriber's interests and preferences? For example, providing weekly notification by email of new articles on network security at the request of a user. If yes, please describe.

    A. Yes - Each user has a profile that outlines their role, topics of interest, and e-mail preferences. E-mails are targeted to each member by their role, access level, and general interest on that topic.

16. Q. Does your Solution enable client bookmarking of website library resources? If yes, please describe.

    A. Yes - The Library on the Info-Tech portal allows members to save research for future reference. All research can also be downloaded (PowerPoint, Excel, and Word) and saved on the client's internal network for future reference as well.

17. Q. Does your Solution provide notifications to Authorized Users when new publications are released? If yes, please describe.

    A. Yes - Members will receive weekly newsletters that highlight new research and services available with their membership. The newsletter distribution also provides contact information if they wish to speak with their Account Director directly.

18. Q. Does your Solution provide regular email or other notifications of IT trends and items of interest customized to an Authorized User's interest? If yes, please explain.

    A. Yes - Same as above.

19. Q. Does your Solution permit the posting of downloaded research selections on an intranet area for use by a government policy or standards workgroup? If yes, please specify.

    A. Yes - Members can post relevant research on their intranet for internal project completion, knowledge sharing, and training purposes.

20. Q. Does your Solution have a standard method for retiring publications? If yes, please describe.

    A. Yes - Our research process is executed in regularly recurring six-week cycles. We review all of our existing research in each topic space during each cycle, and make a determination as to whether a given publication needs to retired, amalgamated, or refreshed. These determinations are compiled each cycle and sent to our website Production Team who will retire the content. Retired content can still be accessed via direct links as part of our archive, but will not show up in searches or via standard navigation.

21. Q. Does your Solution have an established methodology for updating content within the major technology topic areas covered? If yes, please describe.

    A. Yes - As above, our agenda setting process involves the review of each piece of research each cycle. In addition to refreshing "major" pieces of research, new topic areas are also added to the cycle, and old topics' relevance are assessed and either re-written, retired, refreshed, or amalgamated with similar topics.

22. Q. Can you provide two articles or publications which your company offered and made available to your subscribers within the past 12 months?

    A. Yes - Sample research content published within the past 12 months is included as separate attachments.

23. Q. Does your Solution tailor information to specific audiences using one or several methods (e.g., newsletters, reports, summaries, target audience synopses, etc.) and provide the information on a regular basis? If yes, please describe the audiences addressed, the methods used, and the frequency.
    A. Yes - Info-Tech understands that IT staff have varying requirements for IT advisory and research subscription services. As such, we provide multiple avenues for our members to engage with our services. To begin, Info-Tech will work with your Advisory Seat (research + analyst access) in a 1:1 format. Each Advisory Seat member has a dedicated Executive Advisor that will help build the Key Initiative Plan for the term of the contract. The engagement plan will include analyst calls, diagnostics, events, targeted research, webinars, and contract reviews. Reference Seats (research only) will receive targeted alerts for new research, training programs, and webinars. Members are organized by IT function: Security, BI, VM, PPM, CIO, Infrastructure, EA, and Applications. Targeted distribution alerts will be sent to members when new research or advisory services are available for members within each of those functions. Targeted on-site workshops, webinars, and teleconferences are also available based on specific projects the team is working on.

24. Q. Does your Solution plan to continue research and analysis efforts in the same areas and produce research and analysis products at the same or greater levels of output in 2012 as in 2011? (Assuming that the topic continues to be relevant.). If yes, please describe the current and anticipated level of effort.

    A. Yes - Info-Tech is the fastest growing IT advisory and research services firm in the world. We pride ourselves on delivering the most innovative research in our space. We are continuously adding world-class talent to deliver more research and also deliver valuable services such as on-site workshops, telephone consultations, webinars, events, and leadership training. 2018 is an exciting year at Info-Tech. We will continue publishing new research across our eight core IT functions and deliver specific Government research notes and alignment/benchmarking reports. Trends reports and focusing on trending technologies such as Blockchain, Artificial Intelligence, and Cloud are key topics within the research agenda. Each Analyst is responsible for delivering direct value to clients whether that is an on-site workshop, analyst call, diagnostic, and/or document review. Analysts are also responsible for publishing new research on the web-portal. The average dedicated time to these two functions is 50/50. Info-Tech will also focus on building out our innovative diagnostic and benchmarking programs, Software Reviews service, and the leadership development content. These are three areas that Info-Tech is unmatched in the IT advisory and research services sector.

25. Q. Does your Solution provide for an Authorized User's feedback (e.g., survey results) available for review on an ongoing basis? If yes, please provide a sample.

    A. Yes - After each Info-Tech experience (analyst call, workshop, diagnostic, event, etc.), we ask our member to quantify the real time savings, monetary impact, and project improvements our research helped them achieve. We refer to this as Measured Value. We will follow up with our member if a low measured value survey score is received to ensure

we deliver value and user satisfaction. Info-Tech also tracks member usage by the number of website visits and downloads per user to gauge overall usage. If usage is low, it is another signal to reengage our member. Our mandate as a research firm is to provide practical research that delivers measurable results.

26. Q. Does your company provide continued access to research within a topic area from year to year (with same depth and breadth)? For example, in year one a company provides access to all articles on wireless and in year two, the company divides articles into wireless use and wireless future trends but charges extra for the trend information. Please describe your policies regarding continued access to the same content.

    A. Yes - Info-Tech does not place restrictions to access to content on the web-portal. Each user, regardless of role or seniority will have access to all content on the website. In addition, the research downloaded is available perpetually even if the IT staff member no longer has an Info-Tech membership.

27. Q. Does your Solution provide a wide range of service delivery methods? Examples include, printed reports, formal publications, white papers, toll free (800, etc.) telephone access to analysts, RSS feeds, email subscription services, member research preferences notification services, blogs, audio/video presentations, etc. If yes, please explain.

    A. Yes - Info-Tech understands that IT staff have varying requirements for IT advisory and research subscription services. As such, we provide multiple avenues for our members to engage with our services. Services include: Analyst calls, web-access to research reports, tools, templates, reviews, and training resources, webinars, diagnostics, on-site workshops, videos, etc.

28. Q. Does your Solution provide events that are part of the basic research and advisory service (at no additional cost to participants)? Examples may include webinars, teleconference or conference type events. If yes, please explain.

    A. Yes - Webinars (live and pre-recorded) are included within the membership. Events are available to qualified IT staff members. For example, we offer Industry Roundtables that would be available to your CIO/VP level members. We also offer a Leadership Enhancement Acceleration Program that can be added to a membership for high-potential staff and a program specifically for women technology leaders. There is also an on-site workshop facilitated with other peers that your members can attend with some memberships but the members must be within the function of the workshop (ex. DRP, IT Strategy, etc.).

29. Q. Does your Solution provide the required software and telecom connectivity for distance services? For example, do you have teleconferencing capabilities? If yes, please explain.

    A. Yes - Info-Tech uses Skype for Business and WebEx as the primary tools for teleconferencing.

30. Q. Does your Solution offer audio programs that can be listened to on your company's website and/or downloaded to listen to in MP3 format? If yes, please describe.

    A. Yes - There are over 150 pre-recorded Webinars and hundreds of videos available within the membership. MP3 and Youtube are used.

**D – Miscellaneous Services**

1. Q. Does your Solution provide analysts who have expertise in federal, state and local government settings? If yes, please describe.

   A. Yes - Info-Tech has a team of approximately 20 Senior Analysts (10 years + experience) that are primarily dedicated to publishing research and working with Government sector clients. Important to note, we do not assign Analysts to industry sectors. It is our goal to provide the best Analyst to address the research and advisory inquiry at hand. The Analyst's prior experience helps shape the industry content they write and clients they will support. Dave Wallace is one of the Executive Advisors within our CIO Practice. Dave is an example Senior Analyst that Senior IT Leaders would work through critical projects and the Key Initiative Plans specific to your role. Dave also leads our Government Industry Roundtables on a quarterly basis that are both in-person and done virtually. Government Analyst biographies are included within the Supplier Profile response.

2. Q. Does your Solution provide quick turn-around (within 5 business days) reviews of policy, standards, strategic plan, or other information technology documents prepared by state and local government? If yes, please describe.

   A. Yes - Info-Tech offers a program called Purchase Optimization where we can review your key contracts for potential cost-savings and compliance. Oracle, Microsoft, and Adobe are just a few of the core contracts reviewed every day for our clients. We can also review procurement documents, business cases, strategy documents, etc. for compliance and best-practices. There are no limits to the number of pages that will be reviewed. Typically we will provide a turnaround in less than five days. More complex reviews may take longer than five days. This will be communicated upon an initial review of the technology document(s).

3. Q. Does your Solution include research and advisory services that covers federal, state and local government issues such as:
   a) Legislative mandates and trends?
   b) Bureaucratic policies and practices?
   c) Government methodologies?
   d) Funding strategies?
   If yes, please describe.

   A. Yes - Our services include technology based business research, industry-specific reporting, best-practice methodologies, benchmarking, and market analysis research. Our consultants that have experience as former IT leaders and professionals in all industries including Government will work side-by-side with you and your team in a cooperative approach that delivers results and leaves you with the tools needed for continued success. Info-Tech works with many state and federal government agencies that shape the research we write including (but not limited to): State of Arizona, State of California, State of New Mexico, Government of Ontario, State of New York. Info-Tech has 30,000 plus members globally encompassing over 3,000 clients. As such, the State will receive best practices from clients all over the world and have opportunities to network and learn from other members through events, webinars, and peer-to-peer calls. The research we write applies to Government. For example, a recent publication on the web-portal titled, 'Government of the Future Starts Today with an Up-to-Date IT Strategic Plan' reviews governments need to provide transformational levels of change. Government IT organizations can no longer establish an IT Strategy and Roadmap with annual updates to show progress; they must now move to a

continuous improvement approach and take advantage of disruptive technologies wherever possible. The publication is written by Dave Wallace. Dave Wallace is the former CTO at the Government of Ontario and CIO at the City of Toronto. Dave explores the impact of Open Data, Digital Government, and disruptive technologies to drive the importance of the strategic plan in change management methodologies. Government focused publications are provided in within our Industry Coverage tab on the web-portal - https://www.infotech.com/browse/industry-coverage/government

4. Q. Does your Solution include value added services such as, but not limited to, collaboration discussion with peers and document reviews? If yes, please explain.

   A. Yes - Info-Tech is unique in that we provide practical and tactical research to complement the strategic insights that we share. Info-Tech has a team of Analysts in-house available to guide you in process improvement and project management on technical issues, not just strategic and management issues. These Analysts are practitioners - they have been CISOs, CIOs, Heads of Infrastructure, etc. across their careers. We have much more of a specialist model because the bulk of the process improvement and project management issues on which we support you don't require frame breaking thought, but do need to be informed by expertise. With Info-Tech's extensive IT Research and Advisory practice, we have unparalleled access to vendor features and qualifications, data and benchmarking resources, as well as best practice frameworks and tools. Peer-driven software reviews, talent leadership content and learning development resources, and benchmarking diagnostic programs are some of the core value-added services available.
   What sets us apart from our competitors are a number of factors:

   • We possess the largest knowledge base of advisory toolkits and implementation frameworks on the planet that are freely available to our clients – including business case templates, service costing and management frameworks, infrastructure and application reviews, vendor landscapes, the largest collection of TCO and maturity self-assessment tools, as well as workshop and facilitation tools for internal IT process improvement initiatives;

   • All research is unlocked intellectual property meaning our clients can use the resources perpetually and share content within the organization to foster project completion;

   • Our independence from vendors of technology means we can be trusted to provide unbiased advice to clients, serving their interests, rather than our own.

5. Q. Does your Solution allow a named user to reassign purchased membership keys to different named users at no additional charge?

   A. Yes - Members can reassign seats at no additional charge.

**E – Event Services**

1. Q. Does your Solution offer opportunities for interacting with peers at company sponsored technology events such as conferences, seminars, hosted teleconference meetings, webinars, or similar events? If yes, please provide a description of events and samples of content for 2 of your most popular seminars.

A. Yes - There are four types of peer-based seminars, conferences, and events available: 1. Government Industry Roundtables (Virtual and In-Person); 2. 4-Day Peer Workshops (DRP, Security, Service Desk, IT Strategy, and Project Portfolio Management); 3. Annual 'LIVE' Event; 4. Leadership Enhancement Acceleration Program (training programs).

2. Q. Does your Solution offer events that would provide peer interaction to a variety of peer groups? If yes, please indicate typical peer group types (e.g., developers, storage personnel, architects, hardware personnel, governance personnel, etc.).

   A. Info-Tech offers off-site workshops at our Toronto, Ontario location. The location itself is an old concert hall which lends itself perfectly to hosting events. At these types of events, VITA agencies and their members will have the ability to meet with, network and converse with industry peers in technology ranging from specific industries such as Government, Manufacturing, Healthcare, Retail, Energy, Gaming, Finance, Education, Construction, etc.

3. Q. Does your Solution provide for complimentary and discounted conference attendance throughout the term of the contract regardless of conference type? If yes, please explain.

   A. Info-Tech hosts and facilitates quarterly industry roundtables with a community of key IT leaders to discuss common challenges, trends and best practices. This combination of in-person and virtual meetings is designed to provide the right balance of networking and convenience, bringing together the brightest minds in each industry. These sessions are included for our Senior IT Leader members'.

4. Q. Does your Solution offer events/conferences in different regions of the United States? If so, can you provide your 2018 event/conference schedule including locations?

   A. No - however we do run virtual industry roundtables twice annually. Can perhaps discuss Toronto presence.

EXHIBIT B

**PRICING**

**Pricing Table**

| **Services Description** | **Price Per Year** |
|---|---|
| One Advisory Seat | $11,486.15 |
| One CIO Advisory (Councilor) Seat | $43,526.45 |
| One Reference Seat | $1,148.61 |
| One On-Site Workshop (up to five days) | $14,357. 68 |
| One Add-On On-Site Workshop to be added to an existing or in process membership Package | $11,486.15 |

** It should be noted the price indicated above for a "Reference Seat" only reflects the price if an advisory seat holder wishes to add an extra reference seat to a pre-existing membership. Info-Tech's Membership model is such that each Advisory Seat comes with up to 9 reference seats, to be utilized by that advisory seat holder's direct reports. Reference seats cannot be purchased on their own unless an advisory seat holder wishes to add another direct report to gain reference seat access after the 9 allotted reference seats have already been spoken for.

**Non GSA Consulting Hourly Rates**

We are able to provide a table of hourly consulting rates to VITA for IT related consulting engagements that may arise. Our team of consultants, subject matter experts and analysts would be pleased to provide tailored consulting services to VITA and its members. Please see below for a breakdown of Info-Tech's hourly consulting rates:

| **Resource Classification** | **Hourly Rate in USD** |
|---|---|
| Project Manager | $200.00 |
| Analyst Level 1 | $175.00 |
| Analyst Level 2 | $250.00 |
| Analyst Level 2 | $350.00 |

## Info-Tech Subscription Types

Info-Tech Research Group has provided membership subscription type information in order to provide a clear picture of the types of licenses and/or memberships available in order to obtain an Info-Tech membership. The pricing outlined will reflect the membership types as well as workshop opportunities described within our RFP response.

Reference Seat users will have access to Info-Tech's complete library of IT Research & Advisory toolkits including step-by-step research blueprints, pre-built and customizable and practical tools, templates, job descriptions and policies, Info-Tech's IT Management & Governance Framework, Vendor Evaluations and a Dedicated Account Manager.

Advisory Seat users will have access to all programs reference seat holders have access to, plus diagnostic and benchmarking programs, leadership development programs, webinars, briefings, and the dedicated support from an Executive Advisor. This service will be provided to ensure the users receive the most value out of an Info-Tech subscription and to ensure measurable value and results are received.

The CIO Counselor Seat holder will have access to all programs and services mentioned above as well as an on-site 4-5 day Workshop based upon the technology topic of the users choosing over a 1 year span, a dedicated IT Counselor who will provide monthly touch points and constant consultative support as well as one-on-one coaching with that same counselor for career skills and development.

Seats can be reassigned during the term of the subscription.

The table below will provide an understanding of the research & advisory services available as per the three requested levels of access.

**Info-Tech Membership Description Table**

| Accessible Services | Advisory Seat | Reference Seat | CIO Counselor Seat |
|---|---|---|---|
| Core Project & Technology Research (Implementation Tools) | ✓ | ✓ | ✓ |
| IT Management & Governance | ✓ | ✓ | ✓ |
| Talent & Leadership Research | ✓ | ✓ | ✓ |
| Dedicated Account Manager | ✓ | ✓ | ✓ |
| Vendor Evaluations | ✓ | ✓ | ✓ |
| Dedicated Executive Advisor | ✓ | | ✓ |
| Role-Based Benchmarking & Diagnostic Programs (Ex. CIO, Infrastructure, Security, etc.) | ✓ | | ✓ |
| Guided Implementations (Analyst Inquiry Services) | Unlimited | | Unlimited |
| Contract Reviews & Negotiation Support | ✓ | | ✓ |
| Event Access (Tickets to Info-Tech Events) | ✓ | | ✓ |
| One 4-5 day On-Site Workshop | | | ✓ |
| Dedicated IT Counselor who is “always on” with Monthly Advisory Calls | | | ✓ |
| One-on-One Executive Coaching with Counselor for Career Skills and | | | ✓ |

| | | | |
|---|---|---|---|
| Development | | | |

**EXHIBIT C**

**STATEMENT OF WORK (SOW) TEMPLATE**

**EXHIBIT X STATEMENT OF WORK (SOW) TEMPLATE**
**BETWEEN (NAME OF AUTHORIZED USER) AND (SUPPLIER NAME)**

**ISSUED UNDER**

**CONTRACT NUMBER VA-XXXXXX-XXX**
**BETWEEN**
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**
**AND**
**[SUPPLIER NAME]**

Exhibit X, between (Name of Agency/Institution) and (Supplier Name) ("Supplier") is hereby incorporated into and made an integral part of Contract Number VA-XXXXXX-XXX ("Contract") between the Virginia Information Technologies Agency ("VITA") on behalf of the Commonwealth of Virginia (and [Supplier.

In the event of any discrepancy between this Exhibit X and the Contract, the provisions of the Contract shall control.

*(Note to Template Users: Any Service, Licensed Services, Solution or Software provided under this SOW must comply with all COVA Security and Enterprise Architecture ITRM policies, standards and guidelines located at: http://www.vita.virginia.gov/library/default.aspx?id=537 and all COVA Enterprise Architecture Data Standards and requirements located at: https:/www.vita.virginia.gov/it-governance/itrm-policies-standards/.*

*If Authorized User is an Agency and determines any area of non-compliance with the ITRM PSGs at the above links in the Service, Licensed Services, Solution or Software to be provided by Supplier under this SOW, such Authorized User's Project Manager must obtain written waiver from VITA in accordance with the waiver process prior to placing any related order or authorizing Supplier to commence any work. Agency should collaborate with their designated Customer Account Manager to obtain such waiver.)*

*[Note to Template Users: Instructions for using this template to draft a Statement of Work are in gray highlight and **italics**. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is **not italicized** and should remain in the document. Text that is highlighted in blue is variable based on the nature of the project, and should be edited appropriately and not remain highlighted in the final SOW.]*

**STATEMENT OF WORK**

This Statement of Work (SOW) is issued by the (Name of Agency/Institution), hereinafter referred to as "Authorized User" under the provisions of the Contract,". The objective of the project described in this SOW is for the Supplier to provide the Authorized User with a Solution ("Solution") or Services ("Services)" or Software ("Software") or Hardware and Maintenance or Licensed Application Services" for Authorized User Project Name. *(Customize the last sentence to state what you are getting from the Supplier, based on the VITA Contract language, and with your project name.)*

1. **Period of Performance**

The work authorized in this SOW will occur within XX (XX) months of execution of this Statement of Work. This includes delivery, installation, implementation, integration, testing and acceptance all of products and services necessary to implement the Authorized User's Solution, training, and any support, other than on-going maintenance services. The period of performance for maintenance services shall be one (1) year after implementation or end of Warranty Period and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract. *(Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA Contract and your project's specific needs within that allowable scope.)*

2. **Place of Performance**

*(Assign performance locations to major milestones or any other project granularity, depending on your transparency and governance needs, if needed.)*

Tasks associated with this project will be performed at the Authorized User's location(s) in City/State, at Supplier's location(s) in City/State, or other locations as required by the effort.

3. **Project definitions**

*Provide project unique definitions so that all stakeholders have the same understanding. Ensure these do not conflict with the Contract definition.).*

All definitions of the Contract shall apply to and take precedence over this SOW. Authorized User's specific project definitions are listed below:

4. **Project Scope**

*(Provide a description of the scope of your project and carve out what is NOT in the scope of your project. Remember that it must fit within the VITA Contract scope.).*

A. **General Description of the Project Scope**

B. **Project Boundaries**

5. **authorized user's specific Requirements**

*(Provide information about your project's and your agency's specific requirements for this particular project including, but not limited to the following subsections):*

C. **Authorized User-Specific Requirements**

D. **Special Considerations for Implementing Technology at Authorized User's Location(s)**

E. **Other Project Characteristics to Insure Success**

6. **CURRENT SITUATION**

*(Provide enough background information to clearly state the current situation to Supplier so that Supplier cannot come back during performance claiming any unknowns or surprises. Some example subsections are provided below. You may collapse/expand as you feel is necessary to provide adequate information and detail.)*

**F. Background of Authorized User's Business Situation**

**G. Current Architecture and Operating System**

**H. Current Work Flow/Business Flow and Processes**

**I. Current Legacy Systems**

**J. Current System Dependencies**

**K. Current Infrastructure (Limitations, Restrictions)**

**L. Usage/Audience Information**

**7. Products and Services to Support the project Requirements (and/or solution)**

**M. Required Products (or Solution Components)**

*(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project requirements. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's environment. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)*

**N. Required Services**

(*List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) that will be provided by Supplier in the performance of your project. You are urged to refer to the VITA Contract for the definition of Services and for the allowable scope in drafting language for this section. You will notice subsections "C" and "D" below offer areas for expanded detail on training, support and maintenance services. You may add other subsections in which you wish to expand the information/details/requirements for other service areas as well. It is likely some of this detail will be a combination of your known needs and the Supplier's proposal. In all cases the provisions should include all negotiated commitments by both parties, even if you reference by incorporation the Supplier's proposal in any subsection.)*

**O. Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer**

(*Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.*

**P. Support and Maintenance Requirements**

(*Document the level of support, as available under the Contract, required by your project to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.*

**Q. Personnel Requirements**

(*Provide any supplier personnel qualifications, requirements, licenses, certifications or restrictions including project manager, key personnel, subcontractors, etc., but ensure they do not conflict with the VITA Contract terms.)*

**R. Transition Phase-In/Phase-Out Requirements**

(*Describe any specific requirements for orientation or phasing in and/or phasing out of the project with the Supplier. Be specific on what the project needs and expected results are, the duration and other pertinent detail, but ensure they do not conflict with the VITA Contract provision(s) regarding Transition of Services or with any other training requirements in the SOW.)*

## 8. Total Project price

The total Fixed Price for this Project shall not exceed $US XXX.

Supplier's invoices shall show retainage of ten percent (10%). Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount shown in the table in section 9 below, plus the total amount retained by the Authorized User. If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (http://www.doa.virginia.gov). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to Authorized User for approval prior to incurring such expenses.

(Sections 9 through 11 should be used or deleted depending on the project's complexity, risk and need for governance. For a simple project you may only need the section 10 table, but for a more complex project, or a major IT project, you may need a combination of or all of the tables for check and balance and redundancy.)

## 9. project deliverables

(Provide a list of Supplier's deliverable expectations. The table is to be customized for the Authorized User's project. You may want to categorize deliverables for each phase or major milestone of the project and then categorize other interim deliverables and/or performance and status reports under one of them or under an Administrative or Project Management section.)

The following deliverables are to be provided by Supplier under this SOW. Subsequent sections may include further detail on the content requirements for some deliverables.

| No. | Title | Due Date | Format Required (i.e., electronic/hard copy/CD/DVD | Distribution<br><br>Recipients | Review Complete<br><br>Due Date | Final Due Date |
|---|---|---|---|---|---|---|
| | Project Plan | | | | | |
| | Design Plan | | | | | |
| | Implementation Plan | | | | | |
| | Data Conversion Plan | | | | | |
| | Risk Assessment Plan | | | | | |
| | Test Plan | | | | | |
| | Training Plan | | | | | |
| | Performance Plan | | | | | |
| | Contingency Plan | | | | | |
| | Disaster Recovery Plan | | | | | |
| | Cutover Plan | | | | | |
| | Change Management Plan | | | | | |
| | Transition Plan | | | | | |
| | Monthly Status Reports | | | | | |
| | Quarterly Performance /SLA Reports | | | | | |
| | Training Manual | | | | | |
| | Final Solution Submission Letter | | | | | |
| | Final Acceptance Letter | | | | | |

## 10. Milestones, Deliverables, Payment Schedule, and Holdbacks

(This table should include the project's milestone events, associated deliverables, when due, milestone payments, any retainage amount to be held until final acceptance and the net payment you promise to pay for each completed and accepted milestone event. This table includes sample data only and must be customized for your project needs.)

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

| Milestone Event | Associated Milestone Deliverable(s) | Schedule | Payment | Retainage | Net Payment |
|---|---|---|---|---|---|
| Project kick-off meeting | --- | Execution + 5 days | --- | --- | --- |
| Site survey | Site survey report | Execution + 10 days | --- | --- | --- |
| Requirements Analysis & Development | Design Plan | Execution+45 days | $30,000 | $15,000 | $15,000 |
| | Project Plan | Execution+45 days | | | |
| | Implementation Plan | Execution + 45 days | | | |
| Begin Implementation | | Execution + 60 days | | | |
| Data Conversion & Mapping | | Execution + 90 days | $10,000 | $3,000 | $7,000 |
| Installation of software | --- | Execution + 90 days | $10,000 | $1,000 | $9,000 |
| Installation of hardware | --- | Execution + 90 days | $10,000 | $1,000 | $9,000 |
| Configuration and testing | --- | Execution + 120 days | --- | --- | --- |
| Training | Training manual | Execution + 130 days | $10,000 | $1,000 | $9,000 |
| 30-Day User Acceptance Testing | --- | Execution + 160 days | $20,000 | $2,000 | $18,000 |

| | | | | | |
|---|---|---|---|---|---|
| Implementation complete | Solution | Execution + 160 days | $10,000 | -- | $10,000 |
| Final Acceptance | | Execution + 210 days | -- | -- | $23,000 |

## 11. EVENTS AND TASKS FOR EACH MILESTONE

(If needed, provide a table of detailed project events and tasks to be accomplished to deliver the required milestones and deliverables for the complete Solution. Reference each with the relevant milestone. A Work Breakdown Structure can be used as shown in the table below or at the very least a Project Plan should have this granularity. The Supplier's proposal should be tailored to the level of detail desired by the Authorized User's business owner/project manager for project governance.)

The following table identifies project milestone events and deliverables in a Work Breakdown Structure format.

| WBS No. | Milestone | Milestone Event | Milestone Task | Interim Task Deliverables | Duration |
|---|---|---|---|---|---|
| 1.0 | Site survey | | | | |
| 1.1 | | Conduct interviews | | | |
| 1,1,1 | | | Schedule interviews | None | 20 days after contract start |
| 1.1.2 | | | Complete interviews | Interview Results Report | 25 days after contract start |
| 1.2 | | Receive AU information | | | |

## 12. Acceptance Criteria

(This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement. Please read the VITA contract definitions for the definitions or Requirements and Acceptance. Ensure the language in this section does not conflict with the VITA Contract language.)

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) designed by Supplier and accepted by the Authorized User. The UAT will ensure that all of the requirements and functionality required for the Solution have been successfully delivered. Supplier will provide the Authorized User with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan. This UAT Plan check-list is incorporated into this SOW in Exhibit B-X.

Each deliverable created under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the

Authorized User's Project Manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected in order for the deliverable to be accepted by the Project Manager. The Project Manager will have ten (10) days from receipt of the deliverable to provide Supplier with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between Supplier and the Authorized User in advance.

**13. Project Assumptions and Project Roles and Responsibilities**

(This section contains areas to address project assumptions by both the Supplier and the Authorized User and to assign project-specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the project. Ensure that all primary and secondary (as needed) roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your project's needs.)

**S. Project Assumptions**

The following assumptions are specific to this project:

**T. Project Roles and Responsibilities**

The following roles and responsibilities have been defined for this project:

**(Sample Responsibility Matrix)**

| Responsibility Matrix | Supplier | Authorized User |
|---|---|---|
| Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein | | |
| Server Hardware | | |
| Server Operating | | |
| Server Network Connectivity | | |
| Relational Database Management Software (Installation and Implementation) | | |
| Server Modules – Installation and Implementation | | |
| PC Workstations – Hardware, Operating System, Network Connectivity | | |
| PC Workstations – Client Software | | |

| | | |
|---|---|---|
| Application Installation on PC Workstations | | |
| Wireless Network Access Points | | |
| Cabling, Electric and User Network Connectivity from Access Points | | |
| Wireless Mobile Computing Products – Scanners, printers | | |
| Project Planning and Management | | |
| Requirements Analysis | | |
| Application Design and Implementation | | |
| Product Installation, Implementation and Testing | | |
| Conversion Support | | |
| Conversion Support -- Subject Matter Expertise | | |
| Documentation | | |
| Training | | |
| Product Maintenance and Support | | |
| Problem Tracking | | |
| Troubleshooting – IT Infrastructure | | |
| Troubleshooting – Solution | | |

**14. Commonwealth and supplier-furnished materials, equipment, FACILITIES AND property**

(In this section, provide details of any materials, equipment, facilities and property to be provided by your Agency or the Supplier in performance of this project. If none, so state so that the requirements are clear. If delivery of any of these is critical to the schedule, you may want to identify such delivery with hard due dates tied to "business days after project start' or "days after event/milestone." Be sure to specify the delivery and point of contact information.)

**U. PROVIDED BY THE COMMONWEALTH**

**V. PROVIDED BY THE SUPPLIER**

**15. Security Requirements**

(Provide (or reference as an Attachment) Authorized User's security requirements.)

For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees

or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

Supplier shall comply with all requirements in the Security Compliance section of the Contract

**16. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS**

In addition to any standards and specifications included in the Contract, Supplier shall follow the standards and specifications listed below during performance of this effort.

(List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing this work. The first bullet includes a link to COVA-required standards for all Commonwealth technology projects. The rest are examples only and highlighted to reflect this. If you need a waiver of any COVA-required standard, please follow the process located at this link: https://www.vita.virginia.gov/it-governance/itrm-policies-standards/ and select the Data Standards Guidance bulleted link. Your Customer Account Manager can assist you.

- COV ITRM Policies and Standards: https://www.vita.virginia.gov/it-governance/itrm-policies-standards/
- IEEE 802®
- HIPAA
- SAS 70 Type II

**17. U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelinesRisk Management**

(Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, failure of dependent legacy system interoperability, other project dependencies that don't align with this project's schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

**W. Initial Risk Assessment**

Authorized User and Supplier shall each provide an initial assessment from their point of view.

**X. Risk Management Strategy**

(The list below is taken from VITA PMD template discussing what should go into a Risk Management Strategy. Don't forget to consider and plan for any budget contingencies to accommodate potential risks that are identified.)

**Risk Identification Process:** The processes for risk identification.

**Risk Evaluation and Prioritization**: How risks are evaluated and prioritized.

**Risk Mitigation Options**: Describe the risk mitigation options. They must be realistic and available to the project team.

**Risk Plan Maintenance:** Describe how the risk plan is maintained during the project lifecycle.

**Risk Management Responsibilities:** Identify all project team members with specific risk management responsibilities. (e.g., an individual responsible for updating the plan or an individual assigned as a manager).

**Y. Risk Management Plan**

(Include a description of frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities and documentation. Be sure to add all deliverables associated with risk strategizing and planning to the list of Deliverables.)

**18. Disaster recovery**

Planning for disaster recovery for your project is paramount to ensure continuity of service. The criticalness and complexity of your project, including its workflow into other dependent systems of the Commonwealth or federal systems, will help you determine if you require a simple contingency plan or a full-blow contingency plan that follows the Commonwealth's ITRM Guideline SEC508-00 found at this link:

https://www.vita.virginia.gov/it-governance/itrm-policies-standards/ It is advisable that you visit the link before making your decision on how you need to address contingency planning and related deliverables in this SOW; as well as, how this will impact your planned budget. A likely deliverable for this section would be a Continuity of Operations Plan. You may choose to include the above link in your final SOW to describe what the Plan will entail. The same link includes the following processes, which you may choose to list in your final requirements for this section, to be performed by your team, the Supplier or both and/or a steering committee if your project warrants such oversight and approval:

- *Development of the IT components of the Continuity of Operations Plan (COOP)*
- *Development and exercise of the IT Disaster Recovery Plan (IT DRP) within the COOP*
- *Development and exercise of the IT System Backup and Restoration Plan*

**19. Performance Bond**

(If your project is sizeable, complex and/or critical, and the VITA Contract does not already provide for a performance bond, you may want the Supplier to provide one. The VITA Contract may include

an Errors and Omissions insurance requirement, which would cover the Supplier's liability for any breach of the Contract or this SOW. Be sure to read the Contract for this information. However, if you feel that this project warrants further performance incentive due to the project or the Supplier's viability, you may include the following language in this section.)

The Supplier shall post performance bond in an amount equal to one hundred percent (100%) of the total contract value and provide a copy of the bond to Authorized user within (10) days of execution of this SOW Agreement. In the event that the Supplier or any subcontractor or any officer, director, employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this SOW Agreement, including without limitation the Supplier's obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to Authorized User.

**20. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS**

(Provide any other unique project technical and functional requirements and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in the VITA Contract. Several examples are listed.)

**Z. Service Level Requirements**

**AA. Mean-Time-Between-Failure Requirements**

**BB. Data Access/Retrieval Requirements**

**CC. Additional Warranties**

**21. Reporting**

(The following are examples of reporting requirements which may be included in your SOW depending on the project's need for governance. In an effort to help VITA monitor Supplier performance, it is strongly recommended that the SOW include "Supplier Performance Assessments". These assessments may be performed at the Project Manager's discretion and are not mandated by VITA.)

**DD. Weekly/Bi-weekly Status Update.**

The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

**EE. Supplier Performance Self-Assessment.**

Within thirty (30) days of execution of the project start, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User

agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

**FF. Performance Auditing**

(If you have included service level requirements in the above section entitled, Other Technical/Functional Requirements, you will want to include a requirement here for your ability to audit the results of the Supplier's fulfillment of all requirements, Likewise, you may want to include your validation audit of the Supplier's performance reporting under this Reporting section. It is important, however, that you read the VITA contract prior to developing this section's content so that conflicts are avoided. Suggested language is provided below, but must be customized for your project.)

Authorized User (or name of IV&V contractor, if there is one), will audit the results of Supplier's service level obligations and performance requirements on a monthly/quarterly basis, within ten (10) days of receipt of Supplier's self-assessments and service report(s). Any discrepancies will be discussed between the Authorized User and Supplier and any necessary invoice/payment adjustments will be made. If agreement cannot be reached, the Authorized User and Supplier will escalate the matter in accordance with the Escalation provision of the Contract. *(If none, you may add your escalation procedure in this section.)*

**GG. Supplier Performance Assessments**

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.)

## 22. CHANGE MANAGEMENT

(Changes to the baseline SOW must be documented for proper project oversight. Depending on your project, you may need to manage and capture changes to configuration, incidents, deliverables, schedule, price or other factors your team designates as critical. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: http://law.lis.virginia.gov/vacode/title2.2/chapter43/section2.2-4309/. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.

For complex and/or major projects, it is recommended that you use the VITA PMD processes and templates located at: http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567. Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management

areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.)

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: https://law.lis.virginia.gov/vacode/title2.2/chapter43/section2.2-4309/

All changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: https://www.vita.virginia.gov/it-governance/project-management/project-management-templates-tools/

**23. Point of Contact**

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: _____

By signing below, both parties agree to the terms of this Exhibit.

| Supplier: | Authorized User: |
|---|---|
| _____ | _____ |
| (Name of Supplier) | (Name of Agency/Institution) |
| By: _____ | By: _____ |
| (Signature) | (Signature) |
| Name: _____ | Name: _____ |
| (Print) | (Print) |
| Title: _____ | Title: _____ |
| | Agency Head or Designee |
| Date: _____ | Date: _____ |

**EXHIBIT D**

**CHANGE ORDER TEMPLATE**

**EXHIBIT X to Contract VA-XXXX-XXXX**

**Change Order No. XXX for Statement of Work D-X**

**Between (NAME OF AGENCY/INSTITUTION) and (SUPPLIER NAME)**

**Issued Under**

**CONTRACT NUMBER VA- XXXX-XXXX**

**BETWEEN**

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**

**AND**

**(SUPPLIER NAME)**

This Change Order No. XXX hereby modifies and is made an integral part of Statement of Work D-X ("SOW"), between NAME OF AGENCY/INSTITUTION ("Authorized User") and NAME OF SUPPLIER,("Supplier"), which was issued under Contract Number VA-XXXX-XXXX ("Contract") between the Virginia Information Technologies Agency ("VITA") and Supplier, on behalf of the Commonwealth of Virginia and its Authorized Users.

[*Note: Instructions for using this template to draft a Change Order are in gray. These instructions should be deleted after the appropriate text has been added to the Change Order. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is contractual language that is variable based on the nature of the project and in final form should not be highlighted. Agency/Institution should remove the first two lines of the heading, which pertain to this template as an Exhibit to the VITA Contract and remove the Exhibit reference from the header.]*

**CHANGE ORDER**

This is Change Order No. XXX to a SOW issued by Authorized User to Supplier under which Supplier is to provide the Authorized User with a Authorized User Project Name Solution ("Solution").

The following item(s) is/are hereby modified as follows: *[Note: Include only the sections of the SOW that are being changed. Do not include sections not being modified. Changes should be clearly identified as "From" (copy/paste from current SOW section) and "To" (fully describe the change(s) to the referenced section). Here is an example, using SOW section 1.]*

**1. PERIOD OF PERFORMANCE**

The following change is made to the Period of Performance:

[The duration of the Period of Performance is increased by four (4) months.]

The following is changed with respect to the Period of Performance:

From: twelve (12) months of execution of this Statement of Work

To: sixteen (16) months of execution of this Statement of Work

This Change Order No. XXX is issued pursuant to and, upon execution, shall become incorporated in the SOW, which is incorporated in the Contract. In the event of conflict, the following order of precedence shall apply:

i). The Contract, including Exhibit C

ii). Statement of Work D-X, as amended by this and previous Change Orders, with the more current Change Orders superseding older Change Orders.

The foregoing is the complete and final expression of the agreement between the parties to modify the SOW and cannot be modified, except by a writing signed by duly authorized representatives of both parties hereto.

ALL OTHER TERMS AND CONDITIONS OF THE REFERENCED SOW REMAIN UNCHANGED.

By signing below, the authorized parties agree to the terms of this Change Order No.XXX, effective (INSERT EFFECTIVE DATE).

| Supplier | Authorized User |
| --- | --- |
| By: _____ | By: _____ |
| | (Signature) (Signature) |
| Name: _____ | Name: _____ |
| | (Print) (Print) |
| Title: _____ | Title: _____ |
| | Agency Head or Designee |
| Date: _____ | Date: _____ |

**EXHIBIT F**

## SCC REGISTRATION

**Virginia State Corporation Commission (SCC) registration information**. **The Supplier:**

♦ is a corporation or other business entity with the following SCC identification number: **F2077222_____ -OR-**

♦ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

♦ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Supplier in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Supplier's out-of-state location)**-OR-**

♦ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Supplier's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

## Robert Beach

**From:** Tackley-VITA-SCM, John <john.tackley@vita.virginia.gov>
**Sent:** Friday, May 15, 2020 3:07 PM
**To:** Robert Beach
**Subject:** Re: Permission to use contract VA-180315-ITRG

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Yes. Proceed.

On Fri, May 15, 2020 at 2:58 PM Robert Beach <rbeach@cocoafl.org> wrote:

> Mr. Tackley,
>
> I am writing today to request permission to use VITA's contract with Info-Tech Research Group, contract number VA-180315-ITRG, for the City of Cocoa. You can acknowledge via reply to this email if this is permissible.
>
> Thank you very much for your assistance with this!
>
> Kind regards,
> Rob

**Robert Beach, MSIT, MBA, CGCIO**

**Chief Technology Officer**

65 Stone St., Cocoa, FL 32922

(321) 433-8550 I rbeach@cocoafl.org

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Stay Connected: www.cocoafl.org

PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

--

**John J. Tackley**
Strategic Sourcing Consultant
Virginia Information Technologies Agency (VITA)
*VITA – Powering the commonwealth's digital government*
Supply Chain Management
11751 Meadowville Lane
Chester, VA 23836
804-767-8093 (Cell - VM/text/SMS)
804-416-6165 (VITA office/VM only)
www.vita.virginia.gov

# City of Cocoa Budget Adjustment Form FY 2020 - 20-089T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1103 | DATE PREPARED: 07/16/20

'FROM' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| ($ 121,000) | 001-1103-516.31-00 | | Professional Services | $ 295,000 | $ 169,823 | $ 48,823 | $ 7,848 |
| $ 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 |
| ($ 121,000) | TOTAL | | | | | | |

'TO' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 121,000 | 001-1600-513.31-00 | | Professional Services | $ 295,150 | $ 231,394 | $ 352,394 | $ 121,719 |
| $ 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 |
| $ 121,000 | TOTAL | | | | | | |

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer of funds to appropriate account to cover consulting engagement with Info-Tech Research Group, Inc. to develop ERP RFP. Agenda 20-436

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 08/12/20 RESOLUTION #: 2020-190

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

| | | | | | |
|---|---|---|---|---|---|
| 7/16/20 | Robert Beach Digitally signed by Robert Beach Date: 2020.07.16 09:16:57 -04'00' | 7/31/20 | Lea Malarae Digitally signed by Lea Malarae Date: 2020.07.31 10:29:38 -04'00' | | |
| Date | Requestor's Signature | Date | Finance Approval Signature | Date | Finance Director's Signature |
| 7/30/20 | Matthew Fuhrer Digitally signed by Matthew Fuhrer Date: 2020.07.30 08:58:41 -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 10/2/19 - IT

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-475 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | City Business |
| **File created:** | 7/28/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |

**Title:** Approve Agreement #107-2020 Coronavirus Relief Funds (CRF) between Florida Housing Finance Corporation (Florida Housing) and the City of Cocoa to expend $58,219 in CRF for FY 2019/2020 in an effort to address the financial needs of Cocoa Citizens having been negatively impacted by the COVID-19 pandemic and are underemployed or unemployed; and authorize the Mayor to sign all subsequent certifications, agreements and related documents. Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-095-A, accepting the Revenue, in the amount of $58,219. (Community Services Director)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** CRF 107-2020 Agreement.pdf
Budget Resolution FY 2020.docx
BAF 20-095-A -CM-CARES CRF-(8-12-20) Agenda 20-475.pdf

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 28, 2020
Agenda Date: August 12, 2020
Prepared By: Ibis S. Berardi, Housing Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Approve Agreement #107-2020 Coronavirus Relief Funds (CRF) between Florida Housing Finance Corporation (Florida Housing) and the City of Cocoa to expend $58,219 in CRF for FY 2019/2020 in an effort to address the financial needs of Cocoa Citizens having been negatively impacted by the COVID-19 pandemic and are underemployed or unemployed; and authorize the Mayor to sign all subsequent certifications, agreements and related documents. Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-095-A, accepting the Revenue, in the amount of $58,219.

## BACKGROUND:

The State of Florida has been awarded funds pursuant to, section 601(d) of the Social Security Act, as amended by Section 5001 of the Coronavirus Aid Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020); On July 17, 2020 Florida Housing announced funding in the amount of $58,219 to the City of Cocoa through the Coronavirus Relief Fund (CRF). The State of Florida has been awarded funding through CRF, of which, $120 million has been designated to be administered through the SHIP infrastructure. This funding, while not specifically

SHIP, will carry some of the process and restrictions of the program for ease of administration.

The funds are required to be allocated based on calculations related to the reemployment rate within each county. Once a county allocation is calculated, it is disbursed to the county and eligible cities using the SHIP population methodology.

The City must establish and maintain a CRF trust fund or a pooled account where CRF funds are clearly designated. Funds will be disbursed in two rounds of payments. The first will be sent to the local governments as soon as an executed subrecipient agreement is in place. Florida Housing anticipates that the second payment will be made in September or October 2020.

The overarching requirement of all funding is that it must be spent on activities necessary due to the COVID-19 emergency. Activities such as rental and mortgage assistance (and related counseling) payments or Emergency Repairs for persons who have experienced a hardship that prevents them from making these payments are considered eligible uses. The period of performance for this grant is March 1, 2020 - Dec 30, 2020. In executing this Agreement, the City is certifying that all CRF funds will be Expended by December 30, 2020. The term of this agreement will be from the Effective Date through March 31, 2021. This is a federal requirement and Florida Housing does not anticipate an extension of that deadline. Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.”

Staff is proposing the following strategies based on needs demonstrated by public inquiry and staff capacity: City of Cocoa Citizens Water Utilities Assistance, Rental, and Mortgage Assistance benefiting low- and moderate-income persons up to 120%, negatively impacted by COVID-19, in the form of a grant.

An advertisement of availability of funds will be placed in the Florida Today newspaper for the 10-day period as required by the agreement. The 10-day period is to begin, August 13, 2020 and ended on August 23, 2020.

Staff has followed Florida Housing guidance in the use of eligible funds through various webinars and conference calls. Staff is requesting Council approve the agreement; and authorize the Mayor to sign all subsequent certifications, agreements related to CRF.

## STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City’s Core) - Supporting these projects in the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

## BUDGETARY IMPACT:

CARES CRF
Budget Amendment Form #20-095-A

FY 2020:

Amount: $58,219
Account Number: 001-0000-334.50-10
Account Name: CARES CRF #107-2020

Amount: $58,219
Account Number: 001-3205-554.83-10
Account Name: CARES CRF #107-2020

**PREVIOUS ACTION:**

NONE

**RECOMMENDED MOTION:**

Approve Agreement #107-2020 Coronavirus Relief Funds (CRF) between Florida Housing Finance Corporation (Florida Housing) and the City of Cocoa to expend $58,219 in CRF for FY 2019/2020 in an effort to address the financial needs of Cocoa Citizens having been negatively impacted by the COVID-19 pandemic and are underemployed or unemployed; and authorize the Mayor to sign all subsequent certifications, agreements and related documents. Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-095-A, accepting the Revenue, in the amount of $58,219.

**CORONAVIRUS RELIEF FUND (CRF)**
**SUBRECIPIENT AGREEMENT**

**THIS FUNDING AGREEMENT** ("Agreement") is entered into by and among CITY OF COCOA ("Subrecipient"), a local government that meets the State Housing Initiatives Partnership ("SHIP") Program eligibility requirements, and FLORIDA HOUSING FINANCE CORPORATION ("Florida Housing"), a public body corporate and politic duly created and existing under the laws of the State of Florida. Upon execution by both parties, this Contract shall become effective as of the date the last party signs ("Effective Date").

**WITNESSETH:**

**WHEREAS**, the Coronavirus (COVID-19) emergency has caused disruption in Florida's economy leading to high rates of unemployment and business closures;

**WHEREAS**, Many Floridians are in need of assistance with rental payments, mortgage payments and home repairs;

**WHEREAS,** the State of Florida has been awarded funds pursuant to, section 601(d) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020);

**WHEREAS,** a portion of the CARES Act Funds (designated the "Coronavirus Relief Funds or CRF funds") will be distributed by Florida Housing to and administered by Eligible Local Governments (as defined herein) and expended only for purposes authorized by this Agreement;

**WHEREAS**, the Subrecipient and Florida Housing wish to enter into this Agreement which will govern the disbursement and expenditure of CRF funds;

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereto agree as follows:

A. Recitals: The recitals stated above are true and correct, are incorporated herein, and form an integral part of this Agreement.

B. Definitions:

1. "Administrative Expenditures" means funds, not to exceed 10% of the allocation, expended by Subrecipient to carry out the activities of CRF. This expense may include salaries and benefits of staff, office supplies and equipment, required travel, advertising, recording costs.

2. "Annual income" means annual income as defined under the Section 8 housing assistance payments programs in 24 C.F.R. part 5; annual income as reported under the census long form for the recent available decennial census; or adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 for individual federal annual income tax purposes..

3. "Eligible Housing" means any real and personal property located within the county or eligible municipality which is designed and intended for the primary purpose of providing decent,

safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under Chapter 553, Fla. Stat., or manufactured housing constructed after June 1994 and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles, for home ownership or rental for Eligible Persons as designated by Subrecipient.

4. "Eligible Local Government" means a local government in Florida that meets the SHIP Program eligibility requirements.

5. "Eligible Persons" or "Households" means one or more natural persons or a family determined by Subrecipient to be earning not more than 120% of the area median income according to the income limits adjusted to family size published annually by Florida Housing.

6. "Eligible Sponsor" means a person or a private or public for-profit or not-for-profit entity that applies for an award under CRF for the purpose of providing Eligible Housing for Eligible Persons.

7. "Expended" means the affordable housing activity is complete.

8. "Program Income" means proceeds derived from interest earned on or investment of the funds, proceeds from loan repayments, recycled funds, and all other income derived from use of CRF funds.

9. "Project Delivery Costs" means those costs related to the delivery of housing related services to an eligible applicant that are not included as part of Administrative Expenditures.

10. "Sub-Grantee" means a person or organization contracted by a Subrecipient that is compensated with CRF funds to provide administration of any portion of the CRF.

C. Allocation and Use of Funds:

1. Amount of Funds Available to Subrecipient: The total funds made available to Subrecipient under this Agreement is: $58,219.

2. Disbursement of Funds to Eligible Subrecipients: The available funds will be disbursed to Subrecipient for activities described in Item C.4., below. Funds will be disbursed in up to two payments, the amount of each to be determined by Florida Housing. The first payment for the full amount In Item C.1. above will occur upon execution of this Agreement. Subject to the terms of this paragraph, a second payment may be disbursed no later than October 1, 2020. If Florida Housing determines that the Subrecipient has failed to make satisfactory progress in meeting the requirements of this Agreement or has otherwise failed to satisfactorily perform under the terms of this Agreement, the funds representing the second payment may be withheld by Florida Housing pending resolution of the issues giving rise to the lack of progress or failure to perform satisfactory to Florida Housing which may include a written plan to address the issues prepared by the Subrecipient and submitted to Florida Housing for approval.

3. Establishment of CRF Trust Fund: Subrecipient must establish and maintain a CRF trust fund or a pooled account where CRF funds are clearly designated.

4. Expenditure of Funds by Subrecipient: CRF funds shall be Expended by Subrecipient for the following:
   a. Direct CRF Administrative Expenditures and Project Delivery Costs incurred on or after March 1, 2020 in an amount no more than a cumulative 10 percent of CRF funds incurred by Subrecipient, a consultant to Subrecipient, and/or a Sub-Grantee. CRF funds shall not be used to pay for Administrative Expenditures and Project Delivery Costs incurred prior to March 1, 2020.

   b. Housing counseling services, direct rental assistance, relocation costs and awards to assist Eligible Housing for Eligible Persons or Households or Eligible Sponsors.

   c. CRF funds may be used for the following pre-approved program purposes or activities:
      i. Rental assistance payments (including back rent, deposits and utility payments);
      ii. Mortgage payments and buydowns;
      iii. Emergency repair of housing;
      iv. Assistance to homeowners to pay insurance deductibles;
      v. Housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings;
      vi. Foreclosure or eviction prevention, including monthly rent and associated fees; and
      vii. Homeownership counseling.

      All other activities must be presented in writing to Florida Housing and approved in writing prior to implementation.

5. Term: The period of performance for this grant is March 1, 2020 – December 30, 2020. In executing this Agreement, Subrecipient is certifying that all CRF funds will be Expended by December 30, 2020. The term of this agreement will be from the Effective Date through March 31, 2021.

6. Advertisement of Availability of Funds: U CRF funding availability shall be advertised by Subrecipient in both a newspaper of general circulation and, where available, periodicals serving racially, ethnically and income diverse neighborhoods, at least 10 days before the beginning of the application period. This 10-day period does not prevent assistance to applicants that have already applied and been determined eligible prior to the application period. At a minimum, the advertisement shall contain:
   a. The amount of funds projected to be received from the state for the fiscal year(s).
   b. The beginning and ending date of the application period;
   c. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation);

7. Repayments:
   a. The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the eligible period of performance. The Subrecipient shall ensure that its contractors, subcontractors, and consultants only

expend funding under this Agreement for allowable costs resulting from obligations incurred during the period of performance.

b. The Subrecipient shall refund to Florida Housing any unobligated funds which have been advanced or paid to the Subrecipient upon termination of this Agreement.
c. Any unexpended funds under this Agreement, including unexpended program income earned, must be returned to Florida Housing upon termination of this Agreement.
d. Upon termination of this Agreement, or upon any determination made indicating such, the Subrecipient shall refund to Florida Housing any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.
e. The Subrecipient shall refund to Florida Housing any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Florida Housing within 30 calendar days from Subrecipient's receipt of notification of such non-compliance.
f. The Subrecipient's obligations under this section will survive the termination of the Agreement.

8. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

9. Single Audit Act: Funds payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance. The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends more than $750,000 or more in Federal awards from all sources during its fiscal year. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 21.019.

D. Application for CRF Eligible Person or Household Assistance: Subrecipient shall establish criteria for CRF assistance and develop an application for CRF eligibility.

a. The application for assistance should contain all the necessary information to determine whether an applicant household is potentially eligible for CRF assistance. In accordance with the provisions of Sections 760.20-760.37, Fla. Stat., it is unlawful to discriminate on the basis of race, religion, color, sex, familial status, national origin, or handicap in the award application process for Eligible Housing.

b. At a minimum, an application for program assistance should contain the following items for each household members:
   i. The number of people residing in the household including name, age, relationship to head of household, current address and home phone number;
   ii. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;
   iii. Sources of annual income, including earned, unearned and asset income, and a statement signed by all of the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.
   iv. A signed statement indicating that the applicant understands that all information provided is subject to Florida's public records laws.

v. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.

E. Allowable Rental Assistance (Subsidies): Assistance may be provided as direct rental assistance to Eligible Persons in any of the following manners:

1. Security and utility deposit assistance to secure temporary or permanent rental housing; or

2. Eviction prevention not to exceed 10 months' rent; or

3. A rent subsidy program for income eligible households that are displaced from rental units that are uninhabitable; or

F. Allowable Mortgage Payments: Mortgage payment assistance may be awarded to eligible applicants. This may include principle and interest, insurance, and homeowner association fees. Real Estate taxes paid to a government entity are not eligible.

G. Income Categories: All households assisted must be at or below 120% of the area median income.

H. CRF Eligible Person Award Terms: CRF funds awarded directly to Eligible Persons must be in the form of a grant, deferred loan or hard pay loan.

I. Reporting Requirements: The Subrecipient must provide Florida Housing with monthly reports beginning on October 1, 2020 and a closeout report by February 15, 2021. These funds must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by Florida Housing. All funds must be accounted for on the CRF Data Upload Form as provided by Florida Housing. Quarterly reports are due to Florida Housing no later than 15 days after the end of each quarter. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.

J. Program Compliance

1. File Management and Record Retention relating to CRF Eligible Persons or Sponsors: Subrecipient must maintain a separate file for every applicant, Eligible Person, Sub-Grantee or Sponsor, regardless of whether the request was approved or denied.
   a. Contents of File: Each file must contain sufficient and legible documentation. Documents must be secured within the file and must be organized systematically.
   b. Record and File Retention: Local governments are required to retain records and other relevant documentation for each applicant, Eligible Person, Sub-Grantee or Sponsor for five fiscal years after funds have been expended or five years after the expiration of a use restriction agreement. and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released.
      i. The minimum requirements for documentation of award depend upon the type of assistance awarded and the funding sources. Every file should contain a section of notes and a file checklist, which tracks the efforts and progress of obtaining necessary documents. The checklist is a useful tool for all persons who must have access to the file. However, this checklist may be modified to accommodate a local government's need for additional documentation.

ii. Eligible Sponsors(developers) who are awarded funds have the responsibility for maintaining clear and accurate files on project recipients and activities. Subrecipient must monitor the Eligible Sponsors files on a regular basis to ensure that all information is collected that will be needed for reporting. Subrecipient's housing administrator must also review the file documentation to ensure that assistance is awarded to Eligible Persons and that all project activities conform to program requirements.

iii. In cases where a Sub-Grantee is used to administer CRF, Subrecipient is ultimately responsible for program compliance.

iv. All other records that document the award or expenditure of CRF funds must be retained for five fiscal years after the funds have been expended or five years after the expiration of a use restriction agreement and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released. This means that for cases that were assisted Subrecipient must retain all records no less than five years after the loan has been satisfied, provided audits have been released, whichever is later. Housing records of this type include, but are not limited to:

1) applications;
2) program and set-aside records;
3) housing agreements;
4) income verifications and
5) other records as required by Florida Housing or federal, state and local law or regulations.

v. Records must be retained in electronic form. The standards used must comply with the Florida Administrative Code. Local record retention requirements may be stricter than the State.

c. Access to Files: Florida Housing or any duly authorized representative shall be permitted to inspect any files relating to CRF Eligible Person or Sponsors including but not limited to advertisements, applications, income verifications and certifications, plan participation contracts, financial records, tracking system records, construction cost verification including receipts and contracts, rental development annual reviews, Eligible Sponsor reviews, Eligible Sponsor award lists, CRF fund recipient lists, and any other applicable documents at any reasonable time with or without notice. Such records shall be maintained within the participating county or eligible municipality at a place accessible to the Corporation staff or its designated monitoring agent.

2. <u>Files Management and Record Retention relating to Subrecipient and Administration of this Agreement</u>:

a. The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Florida Housing under this Agreement.

b. Contents of the Files: Subrecipient must maintain files containing documentation to verify all compensation to Subrecipient in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Subrecipient in connection with this Agreement. Subrecipient must also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement.

c. Record and File Retention: Subrecipient must maintain these files for five years after the end of the applicable fiscal year, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files must be retained until all litigation, claims, or audit findings involving the files have been resolved.
d. Access to the Files: As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6) and 215.97(5), Fla. Stat., Florida Housing, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives shall enjoy the right to access any documents, financial statements, papers, or other records of the Subrecipient that are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. Upon reasonable notice, Subrecipient and its employees shall allow Florida Housing or its agent(s) access to its files and personnel for interview purposes during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.
e. Return of the Files: In the event this Agreement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for Subrecipient under this Agreement must be submitted to Florida Housing within 15 days of such termination at the expense of Subrecipient.

3. Compliance Monitoring: Subrecipient must be subject to compliance monitoring during the period of performance in which funds are Expended and up to three years following the closeout of all funds. In order to assure that the program can be adequately monitored, the following is required of Subrecipient:
   a. Subrecipient must maintain a financial tracking system provided by Florida Housing that ensures that CRF funds are Expended in accordance with the set-aside requirements, deadlines, and other requirements in this agreement.
   b. Subrecipient must maintain records on all awards to Eligible Persons or Sponsors. These records must include, but are not limited to:
      i. Proof of income compliance;
      ii. Proof of homeownership;
      iii. Proof of use of FEMA proceeds;
      iv. Documentation of all required inspections including mold remediation and wood destroying organisms;
      v. Documentation of any required remediation;
      vi. Certificate of Occupancy;
      vii. Placed in Service documentation;
      viii. Proof of contract or eligibility;
      ix. Documentation of payments made on the award; and
      x. Documentation of the value/sales price of the unit, as applicable.

4. Cooperation with Inspector General: Subrecipient understands its duty, pursuant to Section 20.055(5), Fla. Stat., to cooperate with Florida Housing's Inspector General in any investigation, audit, inspection, review, or hearing. Subrecipient will comply with this duty and ensure that any contracts issued under this Agreement impose this requirement, in writing, on its subcontractors.

5. Technical Assistance: Training and technical assistance is available to Subrecipient to assist in the development and implementation of the CRF. This technical assistance shall be provided by Florida Housing staff and Florida Housing's Catalyst contractor.

6. Program Income: Program Income realized by Subrecipient prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, funds realized as Program Income must be returned to Florida Housing.

7. Recaptured Funds: Recaptured Funds realized by Subrecipient prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, Recaptured Funds must be returned to Florida Housing.

K. Contacts

1. Florida Housing's contract administrator for this Agreement is:
Contract Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Contract.Admin@floridahousing.org

2. The Florida Housing program contact for this Contract is:
Robert Dearduff, Assistant Director of Special Programs
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Robert.Dearduff@floridahousing.org
or the designated successor.

3. The Grantee's contract administrator for this Contract is:
Ibis Berardi, Housing Program Manager
65 Stone Street
Cocoa, Florida 32922
Phone: 321.433.8520
E-mail: iberardi@cocoafl.org
or the designated successor.

L. 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards - In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A)** Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach

contract terms, and provide for such sanctions and penalties as appropriate.

**(B)** All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**(C)** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E)** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F)** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**(G)** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H)** Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I)** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J)** See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

M. Default and Remedies

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with Subrecipient or assign any future transaction to Subrecipient shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Subrecipient as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Subrecipient in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:

    a. If any report, information or representation provided by Subrecipient in this Contract is inaccurate, false or misleading in any respect;

b. If any warranty or representation made by Subrecipient in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

c. If Subrecipient fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

d. If, in the sole discretion of Florida Housing, Subrecipient has failed to perform or complete any of the services identified in the attachments;

e. If Subrecipient has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

f. If Subrecipient has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;

g. If Subrecipient does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

h. If Subrecipient commits fraud in the performance of its obligations under this Contract; or

i. If Subrecipient refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default.

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide Subrecipient a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Subrecipient of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Subrecipient is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

   a. Florida Housing may terminate the Contract on the 10th day after Subrecipient receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;

   b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

   c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from Subrecipient to determine the reasons for or

the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Subrecipient to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Subrecipient to reimburse Florida Housing for the amount of costs incurred; or

d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

N. Termination

1. Florida Housing may terminate the Agreement, without cause, at any time upon 24-hour written notice delivered by courier service or electronic mail to the Subrecipient, from the date sent from Florida Housing.

2. The Subrecipient may terminate this Agreement, without cause, at any time upon 10 days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, of Florida Housing's Contract Administrator, Contract.Admin@floridahousing.org. The Subrecipient shall be responsible for all costs arising from the resignation of the Subrecipient.

3. Upon expiration or termination of this Agreement, the Subrecipient shall transfer to Florida Housing any CRF funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CRF funds.

O. General Provisions

1. Compliance with all Applicable Laws and Regulations: Subrecipient must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering CRF under this Agreement. Subrecipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. Subrecipient further agrees to include this provision in all contracts with Eligible Persons, Sub-Grantees, Sponsors or subcontracts issued as a result of this Agreement. Subrecipient's failure to comply with any part of this provision is material and must be grounds for termination of this Agreement for cause by Florida Housing.

2. Indemnification: Nothing contained in this Agreement shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein must be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.

3. Insurance: Subrecipient agrees to carry liability and other appropriate forms of insurance. Florida Housing shall have no liability except as specifically provided in this Agreement.

4. Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

5. Entire Agreement: This Agreement, and all exhibits annexed hereto which are incorporated herein by reference, collectively represent the entire agreement of the parties and the same supersedes any and all previous agreements of any kind. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall be valid only if reduced to writing, duly signed by all of the parties hereto, and attached to the original of this Agreement.

6. Lobbying: In accordance with Section 216.347, Fla. Stat., Subrecipient is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, Fla. Stat., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

7. Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Subrecipient in connection with this agreement is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Subrecipient represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

**If Subrecipient has questions regarding the application of Chapter 119, Florida Statutes, to Subrecipient's duty to provide public records relating to this contract, contact the Corporation Clerk at:**
**Corporation Clerk**
**227 N. Bronough Street, Suite 5000**
**Tallahassee, Florida 32301-1329**
**Phone: 850.488.4197**
**E-mail: Corporation.Clerk@floridahousing.org**

8. Personally Identifiable Information (PII); Security:
   a. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient must provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Subrecipient shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.
   b. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Subrecipient does not carry stand-alone cyber liability coverage, Subrecipient agrees to indemnify costs related to notification, legal fees,

judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Agreement.

c. Subrecipient agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.
d. Subrecipient agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.
e. Subrecipient agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) Subrecipient agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.
f. Subrecipient agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.
g. If Subrecipient reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing's Contract Administrator within 48 hours.
h. In the event of a breach of PII or other sensitive data, Subrecipient must abide by provisions set forth in Section 501.171, Fla. Stat. Additionally, Subrecipient must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; Subrecipient's corrective action plan; and the timelines associated with the corrective action plan.

9. Other Provisions:
   a. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County.
   b. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by Subrecipient shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by Subrecipient. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
   c. Any power of approval or disapproval granted to Florida Housing under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
   d. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement Number 107-2020, each through a duly authorized representative, effective on the Effective Date.

CITY OF COCOA

By: _____

Name/Title: _____

Date: _____

FEIN: _____

FLORIDA HOUSING FINANCE CORPORATION

By: _____

Name/Title: _____

Date: _____

# City of Cocoa Budget Adjustment Form FY 2020 - 20-095-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3205 | DATE PREPARED: 08/05/20

'REVENUE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 58,219 | 001-0000-334.50-10 | | CARES CRF #107-2020 | $ 0 | $ 0 | $ 58,219 | $ 58,219 |
| $ 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 |
| $ 58,219 | TOTAL | | | | | | |

'EXPENSE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 58,219 | 001-3205-554.83-10 | | CARES CRF #107-2020 | $ 0 | $ 0 | $ 58,219 | $ 58,219 |
| $ 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 |
| $ 58,219 | TOTAL | | | | | | |

REASON/JUSTIFICATION FOR ADJUSTMENT:

CARES CRF Agreement, #107-2020, Florida Housing allocated $58,219 to the City of Cocoa to assist Cocoa residents due to being negatively affected by COVID-19. Agenda Item No. 20-475.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 08/12/20 *RESOLUTION #:*

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

| | | | | | |
|---|---|---|---|---|---|
| 8/5/20 | Ibis Berardi — Digitally signed by Ibis Berardi Date: 2020.08.05 09:35:16 -04'00' | 8/5/20 | Lea Malarae — Digitally signed by Lea Malarae Date: 2020.08.05 15:09:58 -04'00' | | |
| Date | Requestor's Signature | Date | Finance Approval Signature | Date | Finance Director's Signature |
| 8/5/20 | Nancy Bunt — Digitally signed by Nancy Bunt Date: 2020.08.05 13:33:06 -04'00' | 8/5/20 | Lora Howell — Digitally signed by Lora Howell Date: 2020.08.05 16:35:50 -04'00' | | |
| Date | Department Director's Signature | Date | Deputy Fin. Director's Signature | Date | City Manager's Signature |

***FINANCE USE ONLY:***

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

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-514 | **Version:** | 1 | **Name:** | |
| **Type:** | Ordinance | | | **Status:** | City Business |
| **File created:** | 8/5/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Consider adoption of Emergency Ordinance No. 13-2020 requiring Face Coverings in places open to the public. (City Attorney) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 13-2020 EMERGENCY Ordinance Requiring Face Coverings.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: August 5, 2020
Agenda Date: August 12, 2020
Prepared By: Anthony Garganese, City Attorney
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Consider adoption of Emergency Ordinance No. 13-2020 requiring Face Coverings in places open to the public.

## BACKGROUND:

This agenda item proposes the adoption of an emergency ordinance. As an emergency ordinance, the proposed Ordinance can be adopted immediately and without second reading and a legal advertisement in the newspaper. Florida law and City Code requires an emergency ordinance to be adopted by an affirmative vote of at least 2/3 vote of the City Council.

The City of Cocoa is under a local, state and national emergency regarding the COVID-19 pandemic. The City continues to take appropriate action to mitigate against the risk of spreading COVID-19. More recently, the City Council adopted Resolution No. 2020-174 urging the public to wear face coverings in public places. Unfortunately, since the adoption of that Resolution, COVID-19 continues to spread nationally, and in particular, the State of Florida has experienced a significant rise in the number of positive COVID-19 cases. The City of Cocoa has not been spared the experience of rising COVID-19 cases.

Various public health experts and institutions recommend that persons wear face coverings in public places to help mitigate against the spread of COVID-19. At the July 22, 2020 Council meeting, the City Council considered an agenda item to discuss the use of face coverings within the City of Cocoa and provided additional policy direction to the City Manager and City Attorney to draft an emergency

ordinance requiring the use of face coverings in public places with certain enumerated exceptions. The City Council also directed that the Ordinance be established as a civil code enforcement measure under the City's police and home rule powers rather than as an emergency measure under Chapter 252, Florida Statutes so that violations of the Ordinance will constitute a non-criminal infraction only subject to civil penalty, and not arrest or criminal prosecution.

Several Florida local governments require the use of face coverings. As discussed at the last meeting, over 10 lawsuits have been filed in the State of Florida challenging face covering requirements. However, to date, the Courts have not been inclined to stop the enforcement of mandating face coverings in public places and have deferred to local governments efforts to try to mitigate against the spread of COVID-19.

In support of the legal sufficiency of enacting the proposed Emergency Ordinance, the City Council will takes legislative notice of, and rely upon the findings and legal rationale contained in *Jacobson v. Commonwealth of Massachusetts*, 197 U.S. 11 (1905)(upholding a compulsory vaccination law which was enacted during a growing smallpox epidemic in 1905), and several Florida cases upholding face covering requirements to combat the COVID-19 pandemic which have been adopted by several other local governments. *See Green v. Alachua Cty.*, No. 0102020-CA-001249 (Fla. 8th Cir. Ct. May 26, 2020); *Ham v. Alachua Cty. Bd. Of Comm's*, No. 1:20-cv-00111-MW/GRJ (N.D.Fla. May 30, 2020); *Powers v. Leon Cty.,* No. 2020-CA-001200 (Fla. 2d Cir. Ct. July 10, 2020); *Machovec v. Palm Beach County*, No. 2020CA006920AXX (Fla. 15th Cir. Ct. July 27, 2020).

The proposed Ordinance generally provides that except in situations when one or more of enumerated exceptions apply, a person shall wear a face covering consistent with the current CDC guidelines while within or at a place open to the public within the jurisdictional limits of the City of Cocoa.

The Ordinance provides several key definitions including:

Face Covering" shall mean a uniform piece of material, such as cotton, linen, polyester, that securely covers a person's nose and mouth and remains affixed in place without the use of one's hands, whether store bought or homemade, consistent with CDC guidelines. See <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-to-make-cloth-face-covering.html>

"Place open to the Public" which means a place to which the public has access, including, but not limited to, business establishments, public streets, public parks, common areas of buildings and properties, and such other places where the public is free to go. A person's home or residence or private office/commercial space is not a place open to the public.

"Business Establishment" means a location with a roof overhead where business is conducted, goods are made or stored or processed or where services rendered. The term includes transportation network companies, such as Ubers and Lyft, vehicles operated for mass transit, jitneys, limousines for hire, rental cars, and other passenger vehicles for hire. The term also includes locations where non-profit, governmental, and institutional entities that facilitate public interactions and conduct business. Places of worship and other organized places of public assembly are also included in this term.

"Social Distancing" shall mean the practice of a person physically distancing themselves from

another person by staying at least six (6) feet apart. Social distancing shall exclude requiring distancing between family members and Companions.

The Ordinance provides that a Face Covering shall not be required for the following persons:

(a) Persons under the age of 2 years are not required to wear a mask under any circumstances. If a person is under the age of 6 years, use of a face covering shall be left to the discretion of that person's parent, guardian or accompanying adult.

(b) Persons observing and maintaining social distancing from other persons in accordance with CDC guidelines at outdoor locations.

(c) Persons within a motor vehicle, except if the motor vehicle is being used as a vehicle-for-hire then the vehicle constitutes a business establishment.

(d) Persons for whom a face covering would cause impairment due to an existing documented or demonstrable health condition or disability. It is the intent of this provision that persons unable to tolerate a face covering for medical, sensory or any other health condition which makes it difficult to utilize a face covering and function in public are not required to wear a face covering. Additionally, it is further intent of this provision that persons having trouble breathing, unconscious, incapacitated or otherwise unable to remove the face covering without assistance are not required to wear a face covering.

(e) Persons working in a business establishment who are in an area not open to the public or who are not interacting face-to-face with the public. However, this exception does not apply to employees of the business establishment who are present in the kitchen or other food and beverage preparation area of a business establishment.

(f) Persons working in, or patrons of, a business establishment where use of a face covering would prevent them from performing the duties or receiving the services of the business establishment.

(g) Persons exercising, while maintaining social distancing.

(h) Persons eating or drinking.

(i) Public safety, fire, and other life safety and health care personnel utilizing their personal protective equipment required by their respective agencies.

(j) A person speaking with another individual who is hearing impaired where the hearing impaired individual needs to observe the person's mouth in order to understand what is spoken.

(k) Persons for whom a face covering would conflict with the American with Disabilities Act (ADA).

(l) Students and persons at any location under the control of the school shall be governed by the school's policy regarding face coverings when such students and persons are on school campus.

(m) Persons in a lodging establishment who is inside of the lodging unit including, but not limited to, a hotel room, motel room, bed & breakfast room, vacation rental unit, timeshare unit or similar

lodging unit.

The Ordinance shall have the full force and effect of law of the City of Cocoa, and violations shall be a non-criminal civil infraction, enforceable as follows:

(a) Prior to issuance of a code enforcement citation, the person will be asked to comply with this Ordinance or be able to explain how an exception in Section 4 of the Ordinance (*as set forth above*) applies to them.

(b) After the inquiry set forth in (a), a code enforcement citation may be issued for a violation of this Ordinance, and a civil penalty imposed against the violator as follows:

(1) For the first two (2) violations, a no penalty civil citation shall be issued against the violator.

(2) For the third and subsequent violations against the violator, a civil citation shall be issued with a penalty of fifty dollars ($50.00) for each violation. In lieu of paying the civil penalty, the violator may provide one (1) hour of community service to address needs within the City of Cocoa. The community service shall be determined by the City Manager and be required to benefit the community service needs of the City in some tangible way.

(c) The City reserves all other remedies available at law or equity to require compliance with this Ordinance including, but not limited to, injunctive relief, trespass and closure of public areas within the City's control.

In addition, the Ordinance requires every business establishment that has a place open to the public to post signage at the establishment's entrance notifying the public of the face covering requirements of this Ordinance.

The Ordinance also provides that the City Council will periodically review this Ordinance approximately every thirty (30) days following the effective date of the Ordinance to determine whether the Ordinance should be terminated depending on the status of the COVID-19 emergency. The City Manager will be responsible for scheduling the review on a regular or special meeting agenda. During this periodic review process, the City Council reserves the right to terminate this Ordinance by majority vote at any time, without notice.

## STRATEGIC PLAN CONNECTION:

The City's general responsibility to promote the public health, safety and welfare of its citizens.

## BUDGETARY IMPACT:

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

Amount Requested $

Account Number _
Account Name _

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

If a P.O. Change Order is involved please complete the following:

Change Order Amount $_

Original Purchase Order _
Original P.O. Amount _$
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _
Total amount in change orders to date _$

**PREVIOUS ACTION:**

The City Council adopted Resolution No. 2020-172 urging the public to wear face coverings. On July 22, 2020, the City Council considered an agenda item regarding the use of face coverings and directed that an emergency ordinance be prepared to consider requiring face coverings in places open to the public with certain exceptions.

**RECOMMENDED MOTION:**
Adopt Emergency Ordinance No. 13-2020.

**ORDINANCE NO. 13-2020**

**AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA REQUIRING FACE COVERINGS IN PLACES OPEN TO THE PUBLIC THROUGHOUT THE CITY OF COCOA IN ORDER TO MINIMIZE THE SPREAD OF THE COVID-19 VIRUS, SUBJECT TO CERTAIN EXCEPTIONS; REQUIRING CERTAIN BUSINESS ESTABLISHMENTS OPEN TO THE PUBLIC TO POST WRITTEN NOTICE AT ENTRANCES REGARDING THE REQUIREMENTS OF THIS ORDINANCE; PROVIDING FOR COMPLIANCE, PENALTIES AND ENFORCEMENT; PROVIDING FOR PERIODIC REVIEW OF THIS ORDINANCE BY COUNCIL AND FUTURE TERMINATION AS DEEMED NECESSARY BY THE CITY COUNCIL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; NON-CODIFICATION; APPLICABILITY; SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS,** this is an emergency ordinance of the City Council of the City of Cocoa, Florida enacted pursuant to Section 166.041(3)(b), Florida Statutes and Section 2-54 of the City Code, and has been approved by at least 2/3 vote of the City Council; and

**WHEREAS,** the coronavirus ("COVID-19) is a respiratory illness caused by a virus that can spread rapidly from person to person, and may result in serious illness and death; and

**WHEREAS,** the City Council of Cocoa finds that COVID-19 presents a danger to health, safety and welfare of the public and emergency public health measures are required to mitigate against the spread of COVID-19; and

**WHEREAS,** the City Council has previously proactively directed the implementation of numerous efforts encouraging employees and the public to practice social distancing, wash and sanitize their hands, and clean high touch surfaces; and

**WHEREAS,** pursuant to Resolution 2020-172, the City Council has also previously urged persons to social distance in public and wear a face covering in places open to the public throughout the City of Cocoa to minimize the spread of the COVID-19 virus; and

**WHEREAS,** in response to the Coronavirus Disease 2019 ("COVID-19"), Governor Ron DeSantis issued Executive Order No. 20-51 on March 1, 2020, declaring a public

health emergency in the State of Florida, and said emergency has been extended by subsequent emergency orders and remains in effect; and

**WHEREAS,** after Governor DeSantis issued Executive Order No. 20-91 on April 1, 2020, imposing statewide restrictions on non-essential businesses and activities due to COVID-19 (Safer at Home Order), Governor DeSantis subsequently issued a series of executive orders removing, decreasing and in some cases reinstating or adjusting, the restrictions of the Safer at Home Order in order to provide for the phased re-opening of the State of Florida; and

**WHEREAS,** the continued operation of businesses providing goods and services is necessary to provide essential goods and services to the public and visitors and to support the local economy; and

**WHEREAS,** the re-opening of the State of Florida will lead to more contact between individuals gathered together in public places, which is likely to increase the transmission of COVID-19 among individuals and the spread of COVID-19 within Florida communities; and

**WHEREAS,** COVID-19 is spread through airborne transmission from individuals, sneezing, speaking, and coughing; and

**WHEREAS,** COVID-19 can be spread by individuals who are asymptomatic, and the infectious droplet nuclei can spread for a great distance, although how far is not fully understood at present; and

**WHEREAS,** on June 20, 2020, the Florida Department of Health issued a Public Health Advisory recommending that residents wear a face covering, which helps the resident protects others from exposure as well as themselves; and

**WHEREAS,** the Centers for Disease Control and Prevention ("CDC") recommends use of facial coverings to reduce the spread of COVID-19; and

**WHEREAS,** a recent meta-analysis funded by the World Health Organization supports the use of social distancing and facial coverings to minimize transmission of COVID-19, and on June 5, 2020, the World Health Organization changed its position on the use of facial covering, and now supports their use; and

**WHEREAS,** according to public data provided by the Florida Department of Health, there has been a significant increase in coronavirus cases across the State of Florida and within Brevard County despite mitigation efforts; and

**WHEREAS,** based on the manner in which the coronavirus is spread, and correlation of infection rates with the presence (or absence) of social distancing measures, the COVID-19 situation is fluid and therefore, it is prudent to be concerned that COVID-19 cases will significantly increase within the City of Cocoa if additional measures are not taken to stop or slow the spread of the virus; and

**WHEREAS,** COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the City and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and

**WHEREAS,** the City's police powers and Comprehensive Emergency Management Plan authorize the City Council to take actions during declared emergencies to ensure the health, safety, and welfare of the community, and in this particular case, requiring face coverings when necessary to mitigate against the spread of COVID-19; and

**WHEREAS,** this Ordinance is issued to protect the health and safety of the citizens, residents and visitors of the City of Cocoa, to assist the healthcare delivery system in its ability to serve those persons infected by COVID-19, and to preserve the public's access to essential services and maintaining the operation of critical infrastructure; and

**WHEREAS,** it is also necessary to protect the economy and businesses and their customers by taking actions such as requiring face coverings to protect the health and safety of the citizens, residents and visitors of the City of Cocoa; and

**WHEREAS,** this Ordinance is also issued in support of the implementation of Florida's Safe.Smart.Step-by-Step Plan for Florida's Recovery and Florida's economic recovery from COVID-19; and

**WHEREAS,** the City Council finds the inconvenience of requiring the use of face coverings with enumerated exceptions is minimal compared to the negative risk of health, safety and welfare of the community associated with the spread of COVID-19 were no such requirement imposed; and

**WHEREAS,** it has long been recognized that when there is an emergency, the police power gives governmental authorities, such as the City of Cocoa, power to act for the public health and welfare that they might not otherwise have. *See, e.g., Dodero v. Wlaton County*, Case No. 3:20-cv05358-RV/HTC (N.D. Fla. April 7, 2020)(Rejecting injunction request related to beach closure on private property and stating "We are in the midst of a national health emergency [COVID-19], and it seems highly likely at this state

of the case that the county has the authority to take the measure that it has in order to address the emergency."); *Jacobson v. Commonwealth of Massachusetts*, 197 U.S. 11 (1905)(a community has the right to protect itself against an epidemic of disease which threatens the safety of its members); and

**WHEREAS,** in support of the legal sufficiency of enacting this Ordinance, the City Council also takes legislative notice of, and relies upon the findings and legal rationale contained in *Jacobson v. Commonwealth of Massachusetts*, 197 U.S. 11 (1905)(upholding a compulsory vaccination law which was enacted during a growing smallpox epidemic in 1905), and several Florida cases upholding face covering requirements to combat the COVID-19 pandemic which have been adopted by several other local governments. *See Green v. Alachua Cty.*, No. 0102020-CA-001249 (Fla. 8th Cir. Ct. May 26, 2020); *Ham v. Alachua Cty. Bd. Of Comm's*, No. 1:20-cv-00111-MW/GRJ (N.D.Fla. May 30, 2020); *Powers v. Leon Cty.,* No. 2020-CA-001200 (Fla. 2d Cir. Ct. July 10, 2020); *Machovec v. Palm Beach County*, No. 2020CA006920AXX (Fla. 15th Cir. Ct. July 27, 2020); and

**WHEREAS,** enacting the requirements set forth herein by ordinance rather than under local emergency powers, as enumerated in Chapter 252, Florida Statutes, allows the City to enforce such requirements by civil code enforcement and fines instead of criminal prosecution as a second degree misdemeanor; and

**WHEREAS,** the City Council finds that an emergency exists and the immediate enactment of this Emergency Ordinance is necessary pursuant to Section 166.041(3)(b), Florida Statutes; and

**WHEREAS,** the City Council also finds that this Emergency Ordinance is necessary for the preservation of the public health, safety and welfare of the citizens and visitors of Cocoa.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are hereby adopted by the City Council as material legislative findings of the City of Cocoa and are further fully incorporated herein by this reference as part of this Ordinance.

**Section 2. Definitions.** The following words used in this Resolution shall have the meaning ascribed below:

"Business Establishment" means a location with a roof overhead where business is conducted, goods are made or stored or processed or where services rendered. The term includes transportation network companies, such as Ubers and Lyft, vehicles operated for mass transit, jitneys, limousines for hire, rental cars, and other passenger vehicles for hire. The term also includes locations where non-profit, governmental, and institutional entities that facilitate public interactions and conduct business. Places of worship and other organized places of public assembly are also included in this term.

"Companion" means a person who is accompanying another person.

"Face Covering" shall mean a uniform piece of material, such as cotton, linen, polyester, that securely covers a person's nose and mouth and remains affixed in place without the use of one's hands, whether store bought or homemade, consistent with CDC guidelines. See https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-to-make-cloth-face-covering.html.

"Lodging Establishment" shall have the same meaning as the term "transient public lodging establishment" set forth in Section 509.013(4)(a)1, Florida Statutes.

"Place open to the Public" shall mean a place to which the public has access, including, but not limited to, business establishments, public streets, public parks, common areas of buildings and properties, and such other places where the public is free to go. A person's home or residence or private office/commercial space is not a place open to the public.

"School" shall mean a public or private school, including the State University System, State College System, Brevard County School System, schools administered by the State Department of Education, charter schools and other private secondary and primary school institutions.

"Social Distancing" shall mean the practice of a person physically distancing themselves from another person by staying at least six (6) feet apart. Social distancing shall exclude requiring distancing between family members and Companions.

**Section 3. Face Covering Required.**

Except in situations when one or more of the exceptions list in Section 4 apply, a person shall wear a Face Covering consistent with the current CDC guidelines while within or at a place open to the public within the jurisdictional limits of the City of Cocoa.

**Section 4.** **Exceptions.** A Face Covering shall not be required for the following persons:

(a) Persons under the age of 2 years are not required to wear a mask under any circumstances. If a person is under the age of 6 years, use of a face covering shall be left to the discretion of that person's parent, guardian or accompanying adult.

(b) Persons observing and maintaining social distancing from other persons in accordance with CDC guidelines at outdoor locations.

(c) Persons within a motor vehicle, except if the motor vehicle is being used as a vehicle-for-hire then the vehicle constitutes a business establishment.

(d) Persons for whom a face covering would cause impairment due to an existing documented or demonstrable health condition or disability. It is the intent of this provision that persons unable to tolerate a face covering for medical, sensory or any other health condition which makes it difficult to utilize a face covering and function in public are not required to wear a face covering. Additionally, it is further intent of this provision that persons having trouble breathing, unconscious, incapacitated or otherwise unable to remove the face covering without assistance are not required to wear a face covering.

(e) Persons working in a business establishment who are in an area not open to the public or who are not interacting face-to-face with the public. However, this exception does not apply to employees of the business establishment who are present in the kitchen or other food and beverage preparation area of a business establishment.

(f) Persons working in, or patrons of, a business establishment where use of a face covering would prevent them from performing the duties or receiving the services of the business establishment.

(g) Persons exercising, while maintaining social distancing.

(h) Persons eating or drinking.

(i) Public safety, fire, and other life safety and health care personnel utilizing their personal protective equipment required by their respective agencies.

(j) A person speaking with another individual who is hearing impaired where the hearing impaired individual needs to observe the person's mouth in order to understand what is spoken.

(k) Persons for whom a face covering would conflict with the American with Disabilities Act (ADA).

(l) Students and persons at any location under the control of the school shall be governed by the school's policy regarding face coverings when such students and persons are on school campus.

(m) Persons in a lodging establishment who is inside of the lodging unit including, but not limited to, a hotel room, motel room, bed & breakfast room, vacation rental unit, timeshare unit or similar lodging unit.

**Section 5. Business Establishments – Posting Notice.** Every business establishment that has a place open to the public shall post signage at the establishment's entrance in a conspicuous place notifying all persons of the requirement to wear a face covering as required by this Ordinance. Owners of business establishments that have a place open to the public shall notify its customers and employees of the requirements of this Ordinance.

**Section 6. Compliance and Enforcement.** This Ordinance is intended as an emergency measure in furtherance of the City's police powers under home rule, and violations of this Ordinance are a noncriminal infraction. This Ordinance does not authorize the search or arrest of an individual. This Ordinance shall be subject to civil code enforcement only. This Ordinance shall not be considered an emergency measure under the Section 252-47 and 252.50, Florida Statutes, and violators shall not be subject to criminal prosecution. The City seeks voluntary compliance with the provisions contained in this Ordinance and to educate and warn of the dangers of non-compliance. However, in the event compliance is not achieved voluntarily, then as a last resort, this Ordinance shall have the full force and effect of law of the City of Cocoa, and violations shall be a non-criminal civil infraction, enforceable as follows:

(a) Prior to issuance of a code enforcement citation, the person will be asked to comply with this Ordinance or be able to explain how an exception in Section 4 applies to them.

(b) After the inquiry set forth in (a), a code enforcement citation may be issued for a violation of this Ordinance, and a civil penalty imposed against the violator as follows:

(1) For the first two (2) violations, a no penalty civil citation shall be issued against the violator.

(2) For the third and subsequent violations against the violator, a civil citation shall be issued with a penalty of fifty dollars ($50.00) for each violation. In lieu of paying the civil penalty, the violator may provide one (1) hour of community service to address needs within the City of Cocoa. The community service shall be determined by the City Manager and be required to benefit the community service needs of the City in some tangible way.

(c) The City reserves all other remedies available at law or equity to require compliance with this Ordinance including, but not limited to, injunctive relief, trespass and closure of public areas within the City's control.

**Section 7. Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict. Resolution No. 2020-172 which urged the public to wear face coverings is hereby superseded and expressly repealed by this Ordinance.

**Section 8. Non-Codification of Ordinance.** Because of the temporary emergency nature of this Ordinance, this Ordinance shall not be codified in the City Code.

**Section 9. Severability; Conflicts; Applicability.**

(a) 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.

(b) Any provision within this Ordinance that conflicts with any State or Federal law or constitutional provision, or conflicts with or are superseded by a current or subsequently issued Executive Order of the Governor, the President of United States, or Brevard County shall be deemed inapplicable and deemed to be severed from this Ordinance, with the remainder of this Ordinance remaining intact and in full force and effect.

(c) This Ordinance has no application outside of the municipal boundaries of the City of Cocoa.

(d) Nothing contained herein shall require or allow a person to wear a Face Covering so as to conceal the identity of the wearer in violation of Chapter 876, Florida Statutes.

**Section 10. Report to City Council; Sunset Ordinance.** The City Council will periodically review this Ordinance approximately every thirty (30) days following the effective date of this Ordinance to determine whether this Ordinance should be terminated depending on the status of the COVID-19 emergency. The City Manager shall schedule the review on a regular or special meeting agenda. During this periodic review process, the City Council reserves the right to terminate this Ordinance by majority vote at any time, without notice.

**Section 11. Effective Date.** This Ordinance shall become effective at 12:01 a.m. on Saturday, August 15, 2020, and shall remain in effect until repealed by the City Council.

**ADOPTED** by the City Council of the City of Cocoa, Florida, in accordance with Section 166.041(3)(b), Florida Statutes by an affirmative vote of 2/3 of the City Council, in a regular meeting assembled on the 12th day of August, 2020.

_____

**Jake Williams Jr., Mayor**

ATTEST:

_____

**Carie Shealy, City Clerk**

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-447 | **Version:** | 1 | **Name:** | |
| **Type:** | Contract | | | **Status:** | Multi-Year Contract |
| **File created:** | 7/20/2020 | | | **In control:** | City Council |
| **On agenda:** | 8/12/2020 | | | **Final action:** | |
| **Title:** | Authorize one-year extension of contract between the City of Cocoa and Genuine Parts Company (dba NAPA Auto) until July 21, 2021 and authorize a Change Order to Blanket Purchase Order 75714 of $100,000 to complete FY-2020. (Public Works Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | NAPA 07_24_18 Intergrated Supply Agreement<br>Sourcewell #061015 NAPA IBS 6th year extension through 7-21-21.pdf<br>NAPA Addendum<br>FY-2017 Downtime Summary Report.pdf<br>FY-2018 Downtime Summary Report.pdf<br>FY-2020 4603 BUDGET SUMMARY.pdf<br>COCOA NAPA IBS.pptx<br>FY-2017-2018 Cocoa Parts Issued Summary Report.pdf<br>FY-2018-2019 NAPA IBS Parts Counter Issued Summary Report.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: July 20, 2020
Agenda Date: August 12, 2020
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith III, P.E., CFM Public Works Directory / City Engineer.
Requested Action:
Authorize one-year extension of contract between the City of Cocoa and Genuine Parts Company (dba NAPA Auto) until July 21, 2021 and authorize a Change Order to Blanket Purchase Order 75714 of $100,000 to complete FY-2020.

## BACKGROUND:

On July 24, 2018, the City of Cocoa entered into a contract with Genuine Parts Company (dba NAPA Auto) to generally provide an integrated inventory solution at the City's fleet operations. That contract is dependent upon an underlying agreement (NJPA Contract). The NJPA Contract was recently extended until July 21, 2021. Pursuant to Section 3 of the City's Contract with Genuine Parts Company, the Parties may extend the Contract by mutual written agreement if the NJPA Contract is extended for a period of time less than or equal to the term of the NJPA Contract. Int his case, City staff recommends extending the City's Contract until July 21, 2021, which is the current term of the

NJPA Contract. If the extension is approved by the City Council, the City Manager will coordinate the execution of the Addendum attached to this Agenda Item.

Since October 1, 2018, the City of Cocoa Public Works Fleet Management Division has used NAPA IBS parts inventory solution for the City of Cocoa fleet of vehicles, equipment, and trailers. NAPA IBS has provided this service for the City through the Sourcewell Contract #061015 (formally NJPA). That contract was set to expire on July 21, 2020, but an amendment to the 5-year contract was approved for an additional year, taking the contract to July 21, 2021. The parts and inventory services provided by NAPA IBS / Space Coast Auto Supply, Inc. has proven to be a real asset to the Cocoa Fleet Operations. Cocoa Fleet's parts availability has improved significantly after the start of the service. The parts availability across the parts counter improved from 20% to 70%. This means 70% of the parts requested by the Fleet technicians come directly from the in-house NAPA Parts Room. This change has improved Fleet's overall response to customers' needs and helps to improve Fleet's overall downtime. This helps to allow Fleet to get vehicles and equipment back into service quickly. This program also reduces issues with part inventory orders, obsolete parts, and stocking parts for an inventory that becomes obsolete. Fleet only pays for the parts used, which frees up hundreds of hours of labor hours dealing with inventory management.

NAPA IBS has a vast network of parts warehouses to draw from, including other municipal IBS warehouses throughout Brevard County. In addition, Space Coast Auto Parts has four other stores to pull parts from. Space Coast Auto Parts has a vast parts delivery service that our Cocoa IBS takes advantage of. This service is used to get the non-stocked parts promptly. The amount of stocked parts is limited to the size of Cocoa Fleets Storeroom, with 1200 square feet of usable parts storage. Napa IBS gives Fleet greater flexibility without requiring additional storage space for parts. Typical parts delivery for unstocked parts is about 20 minutes. NAPA IBS / Space Coast Auto Supply has more sources of specialized parts with parts sourcing agreements with Ford, GM, AC Delco, John Deere, Case, International Truck, Mack Truck, and others. As an IBS Customer Cocoa Fleet IBS has full access to the NAPA Total Automotive Management System. This system allows access to parts warehouses across the country. NAPA IBS has also been valuable through the COVID-19 pandemic through this parts network. NAPA IBS had a supply of PPE when no one had PPE in stock. Cocoa has taken full advantage of the NAPA IBS supply of COVID-19 PPE. The IBS COVID-19 has everything from masks to no-touch infrared thermometers. This supply of PPE is available to IBS customers only.

Not all the parts obtained through NAPA IBS are NAPA branded parts, 60% of the parts Cocoa Fleet uses are NAPA branded parts and the other 40% come from local parts stores including, but not limited to, Paradise Ford, Bob Steele Chevy, South Florida Emergency Vehicle, AUTOZONE, O'Reillys, Ten-8 Fire, Container Systems, Wachs, and Southern Sewer and VACCON. Cocoa's IBS has issued over 10,000 individual parts to City vehicles, equipment, and trailers from June 1, 2019, through June 30, 2020. This includes over 3,900 individual parts invoices for operational support of 21 City Department Divisions with three funding sources, 400 vehicles, and 120 pieces of equipment and trailers. The NAPA IBS has given Cocoa Fleet greater flexibility to deal with the demands of one of the most diversified Fleets in Brevard County. Purchase of parts from NAPA IBS is charged on a blanket purchase order. As the parts are used, they are issued out & charged to the appropriate division's budget, which is provided for in the Adopted Budget for FY20. This agenda item is to request approval of an increase the amount of the blanket purchase order through the end of FY2020.

## STRATEGIC PLAN CONNECTION:

NONE

## BUDGETARY IMPACT:

Budgeted Yes
Napa IBS Operational cost - Purchase Order# 75733 - $108,000
Total Budget - $108,600

Parts Blanket Purchase Order# 75714 - $300,000
Total Budget for all departments / divisions 46-03 - Vehicle Repair and Maintenance Accounts $455,612.00

Change order amount $100,000

## PREVIOUS ACTION:

Council previously approved Agenda Item 19-541 to approve a blanket purchase order to NAPA IBS/ Space Coast Auto Supply and Agenda Item 19-359 to execute a purchase order to NAPA IBS for operation and management of parts inventory on November 13, 2019.

## RECOMMENDED MOTION:

Authorize one-year extension of contract between the City of Cocoa and Genuine Parts Company (dba NAPA Auto) until July 21, 2021 and authorize a Change Order to Blanket Purchase Order 75714 of $100,000 to complete FY-2020.

# INTEGRATED SUPPLY AGREEMENT

# BY AND BETWEEN

# GENUINE PARTS COMPANY

# AND

# THE CITY OF COCOA, FL

**INTEGRATED SUPPLY AGREEMENT**
**BY AND BETWEEN**
**GENUINE PARTS COMPANY**
**AND**
**CITY OF COCOA**

**THIS INTEGRATED SUPPLY AGREEMENT** (this "Agreement") is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), and the **CITY OF COCOA**, a Florida municipal corporation, ("CUSTOMER"), to be effective as of the 24th day of July, 2018 (the "Effective Date").

**WITNESSETH**

WHEREAS, pursuant to a competitive bidding and selection process by the National Joint Powers Alliance (hereinafter, "NJPA"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, NJPA and NAPA executed contract #061015 on July 21, 2015 (hereinafter, "NJPA Contract"), attached hereto as Exhibit C, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of NJPA (hereinafter, "Member"), the State of Florida and its related entities (hereinafter, "User Agencies") are authorized to utilize the pricing and incentives available to NJPA Members set forth in the NJPA Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such NJPA Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the NJPA Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the NJPA Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER's locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the "Inventory") to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA ("On Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

**NOW THEREFORE,** in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

## AGREEMENT

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.

(b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.

(c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.

2. **CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

301 Shearer Blvd., Cocoa, FL 32922
Fleet Manager: Tony Jones

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

3. **TERM.** This Agreement shall begin the date this Agreement is fully executed and shall end when the NJPA Contract terminates or expires, or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the NJPA Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the NJPA Contract is renewed or extended upon the mutual written agreement of the Parties. This Agreement shall terminate automatically upon the termination, for any reason, of the NJPA Contract. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 25th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER, and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. **DUTIES AND RESPONSIBILITIES OF CUSTOMER.** CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory.

Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. **ALTERNATIVE SUPPLIERS.** Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

7. **PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

There are two pricing options available to CUSTOMER. The pricing option for *this* Agreement must be indicated by CUSTOMER initials, below.

**CUSTOMER INITIALS:**

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

(a) ***Product Costs.*** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "***NAPA Product Costs***," which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs***," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

**PRICING PLAN SUMMARY**

| | |
|---|---|
| NAPA Product Costs | Billed to CUSTOMER on a "9074 NAPA Pricing Profile" |
| Non-NAPA Product Costs | Billed to CUSTOMER at a 25% gross profit rate (gross profit is acquisition cost divided by .75) |

| | |
|---|---|
| Operational Costs | Paid entirely by NAPA |
| Net Profit Target | Amounts will be refunded or charged based on the failure or achievement of an overall 10% net profit for the previous month. |

NAPA Product Costs shall be billed to CUSTOMER based on a "9074 NAPA Pricing Profile" which has been provided to CUSTOMER in connection with this Agreement. Non-NAPA Product Costs shall be billed by NAPA to yield a gross profit of twenty-five percent (25%). All Operational Costs shall be borne by NAPA.

Sales at each On Site Store location will be reviewed after the first ninety (90) days of operation and on a month by month basis thereafter to ensure a ten percent (10%) net profit for NAPA. If monthly sales at each On Site Store, independently as opposed to in the aggregate, are producing more than a ten percent (10%) net profit for NAPA, NAPA will pay to CUSTOMER, via a refund check, the overage. Conversely, if NAPA's net profit for the preceding month is less than ten percent (10%), NAPA will bill CUSTOMER for the deficiency.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum payment obligation pursuant to this profit guarantee shall be set at $ Amend.; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS**

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a twenty-five percent (25%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing for such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

**CUSTOMER INITIALS:**

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

(a) ***Product Costs.*** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "***NAPA Product Costs***," which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs***," which is the pricing of products which have not been manufactured by

NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

**PRICING PLAN SUMMARY**

| | |
|---|---|
| NAPA Product Costs | Billed to CUSTOMER at a 10% gross profit rate (gross profit is store acquisition cost divided by .90) |
| Non-NAPA Product Costs | Billed to CUSTOMER at a 10% gross profit rate (gross profit is acquisition cost divided by .90) |
| Operational Costs | Billed to CUSTOMER in accordance with Section 7(b) above. |
| Net Profit Target | 10% net profit for NAPA |

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Costs will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for

Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Costs on an "in arrears" basis.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum payment obligation pursuant to this profit guarantee shall be set at $ See amend.; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS**

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

**8. INSURANCE.**

(a) CUSTOMER is a state agency and is self-insured for liability and workers compensation through the Department of Administrative Services. CUSTOMER shall provide to NAPA, upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverages above.

(b) NAPA shall maintain during the term of this Agreement worker's compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

(c) The insurance policies in this section required to be held by each party shall contain a waiver of subrogation against the other party.

(d) Neither CUSTOMER nor the Department of Administrative Services shall procure or provide insurance for NAPA property or Inventory.

**9. NO LIENS.**

(a) CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

(b) CUSTOMER grants NAPA a power of attorney to execute such documents as are necessary to protect NAPA's interest in the Inventory on consignment on CUSTOMER's premises, including any UCC-1 statements.

**10. PERSONNEL.** NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

**11. WARRANTY/LIABILITY DISCLAIMER.** All products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

**12. TERMINATION FOR CAUSE.** This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

**13. EFFECT OF TERMINATION.** Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 14, 15, 18, and 20 shall survive the termination of this Agreement for any reason.

**14. BUY-BACK OF INVENTORY.** Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA branded Inventory owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost, and CUSTOMER shall have the option to purchase all NAPA branded Inventory, owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost.

**CUSTOMER INITIALS:** 

**15. CHANGE OF CONTROL.** NAPA may unilaterally terminate this Agreement by giving thirty (30) days written notice to CUSTOMER upon the occurrence of any one or more of the following events:

(a) A change in the management or ownership of CUSTOMER;

(b) A sale, lease, assignment or other transfer of CUSTOMER'S business or assets, whether through a stock purchase, merger, asset purchase, or other similar transaction, of at least a ten percent (10%) interest therein.

**16. LANDLORD CONSENT AND WAIVER.** Not Applicable.

**17. INDEMNIFICATION.** NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or

demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

**18. NOTICES.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922
Attn: Dan Dvorak
Telephone: (321) 633-5585
Fax: (321) 633-5560

As to CUSTOMER: City of Cocoa
65 Stone Street
Cocoa, FL 32922
Attn: City Manager
Telephone: (321) 433-8800

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 18.

**19. FORCE MAJEURE / DAMAGE OF PREMISES.**

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

**20. SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing,

the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

21. **AMENDMENTS.** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

22. **NO WAIVER OF RIGHTS.** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

23. **LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

24. **INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

25. **CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Georgia.

26. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

27. **SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

28. **SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

29. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

30. **AMENDMENT TO INTEGRATED SUPPLY AGREEMENT**. Simultaneous with the execution of this Agreement, NAPA and CUSTOMER shall execute that certain Amendment to Integrated Supply Agreement dated as of even date herewith, attached hereto as Exhibit D.

**[Signatures Appear on Next Page]**

**IN WITNESS WHEREOF**, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: _____
Name: Patrick Wolfe
Title: Southeast Division Vice President

CITY OF COCOA

By: _____
Name: John Titkanich
Title: City Manager

## EXHIBIT A

## ASSIGNMENT

See attached.

## ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER/POP], a Space Coast Auto Supply, Inc. (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated 7.24, 2018 by and between Genuine Parts Company and City of Cocoa, FL (the "Integrated Supply Agreement").

Location(s): 65 Stone St., Cocoa, FL 32922

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein.

The parties hereto agree that the assignment as set forth herein shall be effective as of midnight on 7/24, 2018.

**IN WITNESS WHEREOF**, the undersigned have set their hands this 24th day of July 2018.

ASSIGNOR:

GENUINE PARTS COMPANY

By: _____

Name: Dan Dvorak

Its: Southeast Division Vice President

ASSIGNEE:

Space Coast Auto Supply, Inc. [JOBBER]

By: _____ Name: Patrick Wolfe

Its: President

Agreed and acknowledged: City of Cocoa, FL [CUSTOMER]

By: _____ Name: **John Titkanich**

Its: City Manager

# EXHIBIT B

## SAMPLE PROFIT AND LOSS STATEMENT
## [NOTE TO DRAFT: PROFIT AND LOSS STATEMENT HAS BEEN UPDATED/REVISED]

**Estimated Operating Expenses**

| Projection | Monthly Performa | % to SALES | Annual Performa | % to SALES | |
|---|---|---|---|---|---|
| **SALES** | **50,000** | | **600,000** | | **Parts Bill For Customer (Parts Billed at Cost +0%)** |
| Less Cost of Sales | 50,000 | 100.00% | 600,000 | 100.00% | |
| Sales Less Cost | 0 | 0.00% | 0 | 0.00% | |
| Less Handling Chrg | 0 | 0.00% | 0 | 0.00% | |
| GROSS PROFIT | 0 | 0.00% | 0 | 0.00% | |
| Advertising | 0 | 0.00% | 0 | 0.00% | |
| Net Salaries | 0 | 0.00% | 0 | 0.00% | |
| Travel | 0 | 0.00% | 0 | 0.00% | |
| Sales - Misc. | 0 | 0.00% | 0 | 0.00% | |
| G.M. Travel | 0 | 0.00% | 0 | 0.00% | |
| **TOTAL SALES EXP.** | **0** | 0.00% | **0** | **0.00%** | |
| **SALARIES - EXEC.** | **0** | 0.00% | **0** | **0.00%** | |
| PAYROLL - Acct. | 450 | 0.90% | 5,400 | 0.90% | Accounting & Data Processing Fee |
| -General Office | 375 | 0.75% | 4,500 | 0.75% | Fixed Expense @ .75% of sales |
| -Counter - J. S. | 3,000 | 6.00% | 36,000 | 6.00% | 1 Parts Manager |
| -Delivery | 0 | 0.00% | 0 | 0.00% | No Drivers |
| **TOTAL PAYROLL** | **3,825** | 7.65% | **45,900** | **7.65%** | |
| Bad Debts | 0 | 0.00% | 0 | 0.00% | |
| data proc | 0 | 0.00% | 0 | 0.00% | |
| Delivery - Ins | 0 | 0.00% | 0 | 0.00% | |
| Maintenance | 0 | 0.00% | 0 | 0.00% | |
| Truck Deprec. | 0 | 0.00% | 0 | 0.00% | |
| Dep- F. & F. | 0 | 0.00% | 0 | 0.00% | |
| Empl. Ben. - Pen. | 0 | 0.00% | 0 | 0.00% | |
| -Other | 750 | 1.50% | 9,000 | 1.50% | Health Insurance Premiums |
| Freight & Postage | 300 | 0.60% | 3,600 | 0.60% | |
| Insurance | 350 | 0.70% | 4,200 | 0.70% | General, Worker's Comp &Inventory |
| Interest | 0 | 0.00% | 0 | 0.00% | |
| Legal & Pro. | 0 | 0.00% | 0 | 0.00% | |
| L.H.&W. | 0 | 0.00% | 0 | 0.00% | |
| Rent | 0 | 0.00% | 0 | 0.00% | |
| Sta. & Shipping | 0 | 0.00% | 0 | 0.00% | |
| Stock Loss | 0 | 0.00% | 0 | 0.00% | |
| Store | 100 | 0.20% | 1,200 | 0.20% | Misc. Store Expenses (Fax Machine, Paper, Toner etc.) |
| Taxes (Not Income) | 400 | 0.80% | 4,800 | 0.80% | Payroll Taxes for Employees @ this Location |
| Telephone | 0 | 0.00% | 0 | 0.00% | |
| Travel (Not Sales) | 0 | 0.00% | 0 | 0.00% | |
| TAMS | 1,200 | 2.40% | 14,400 | 2.40% | TAMS Computer & Equipment Lease/Depreciation Expense, Maint./Support Fee's & Tams Misc. Expenses |
| Training | 0 | 0.00% | 0 | 0.00% | Training Materials for NAPA Employees |
| **TOTAL MISC. EXP.** | **3,100** | 6.20% | **37,200** | **6.20%** | |
| Executive Fees | 0 | 0.00% | 0 | 0.00% | |
| **TOTAL EXPENSES** | **6,925** | 13.85% | **77,004** | **12.83%** | |
| Operating Income | -6,925 | -13.85% | -77,004 | -12.83% | |
| Misc. Inc: Disc.(net) | 0 | 0.00% | 0 | 0.00% | |
| Others | **6,925** | 13.85% | **83,100** | **13.85%** | **Operating Expense Reimbursement by City of Cocoa** |
| **PROFIT** | **5,000** | **10.00%** | **60,000** | **10.00%** | **Estimated Management Fee for City of Cocoa** |

# EXHIBIT C
# NJPA CONTRACT

**Contract Award**
**RFP #061015**

FORM D

**Formal Offering of Proposal**
(To be completed Only by Proposer)

FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES AND INVENTORY MANAGEMENT SOLUTIONS

In compliance with the Request for Proposal (RFP) for FLEET RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES AND INVENTORY MANAGEMENT SOLUTIONS the undersigned warrants that he/she have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, executions, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Genuine Parts Company/NAPA Integrated Business Solutions (IBS) Date: June 10, 2015

Company Address: 2999 Circle 75 Parkway SE

City: Atlanta State: GA Zip: 30099

Contact Person: Jeff Kuntz Title: Vice President, NAPA IBS

Authorized Signature (Ink only): _____ Jeff Kuntz
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS

Genuine Parts Company/NAPA Integrated Business Solutions (IBS)
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined products/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be July 21st, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ NJPA Executive Director — Dr. Chad Coauette (Name printed or typed)

Awarded this 21st day of July, 20 15 — NJPA Contract Number 061015-GPC

NJPA Authorized signature _____ NJPA Board Member — Scott Veronen (Name printed or typed)

Executed this 21st day of July, 20 15 — NJPA Contract Number 061015-GPC

Proposer hereby accepts this award including all accepted exceptions and NJPA modifications identified on FORM C.

Vendor Name Genuine Parts Company/NAPA IBS

Vendor Authorized signature _____

Title: Vice President - NAPA IBS (Name printed or typed)

Executed this 21st day of July, 20 15 — NJPA Contract Number 061015-GPC

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## EXHIBIT D

## AMENDMENT TO INTEGRATED SUPPLY AGREEMENT

See attached.

**AMENDMENT TO INTEGRATED SUPPLY AGREEMENT**
**BETWEEN**
**GENUINE PARTS COMPANY**
**AND**
**CITY OF COCOA, FL**

THIS AMENDMENT TO INTEGRATED SUPPLY AGREEMENT (this "Amendment") is entered into this __ day of _____, 2018 (the "Amendment Effective Date") by and between **GENUINE PARTS COMPANY**, a Georgia corporation ("NAPA") and the **CITY OF COCOA**, a Florida municipal corporation ("CUSTOMER").

WHEREAS, NAPA and CUSTOMER are parties to that certain Integrated Supply Agreement dated as of _____, 2018 (the "Agreement") for the supply and sale of automotive parts and related supplies at certain locations as required by CUSTOMER; and

WHEREAS, NAPA and CUSTOMER desire to amend the Agreement according to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NAPA and CUSTOMER hereby agree to amend the Agreement as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

> "**3.** **TERM**. This Agreement shall begin the date this Agreement is fully executed and shall end on September 30, 2019, or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the NJPA Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the NJPA Contract is renewed or extended upon the mutual written agreement of the Parties. This Agreement shall terminate automatically upon the termination, for any reason, of the NJPA Contract, except that this Agreement shall remain in effect through September 30, 2019 upon the expiration of the NJPA Contract on July 21, 2019. The expiration of the NJPA Contract on July 21, 2019 shall not be considered a "termination" of the NJPA Contract for purposes of determining when an automatic termination of this Agreement shall occur. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination."

3. Section 5(a) of the Agreement shall be amended by adding the foregoing:

"CUSTOMER makes no representations, warranties, promises, covenants, agreements, or guarantees of any kind whatsoever, whether express or implied, oral or written, relating to the usable space provided for the On Site Store. NAPA acknowledges that NAPA has not relied on any representation or warranties of any kind of the CUSTOMER or any agent of the CUSTOMER relating to the usable space. Except as provided in Section 5(d), NAPA further acknowledges and agrees that to the maximum extent permitted by law, the usable space is made available to NAPA on an "AS IS" condition and basis."

4. Section 5(c) of the Agreement shall be amended by adding the foregoing:

"NAPA employees shall be responsible for securing the On Site Store at the conclusion of each work day and otherwise as necessary."

5. Section 7 of the Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER shall remit payment to NAPA for all invoices in accordance with the Florida Prompt Payment Act, s. 218.70, et seq., F.S.

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target"). CUSTOMER's pricing plan is comprised of the following elements:

(a) ***Product Costs.*** Product Costs shall be further divided into "***NAPA Product Costs***," which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs***," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) ***Outside Purchases or Services Costs.*** Outside Purchases or Services Costs is the pricing of those parts or services not traditionally stocked or performed by NAPA.

(c) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary, payroll taxes and benefits payable to or in connection with employees who are located at or serve the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property or general liability insurance policies of NAPA, all equipment supplied by NAPA, freight and postage charges, inventory investment expense, any

restocking charges, cost of the use of the TAMS inventory management system in the On Site Store(s), training materials and expenses, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs or expenses incurred relative to the operation of the On Site Store(s). The Operational Costs estimated in Exhibit B represent the expected and agreed costs for the first year of this Agreement. On an annual basis, and sixty (60) days prior to the anniversary of the Effective Date of this Agreement, NAPA shall submit for CUSTOMER'S approval an updated Operating Expense Statement reflecting NAPA's expected Operational Costs. Except in emergency situations, NAPA acknowledges and agrees that any costs and expenses greater than five percent (5%) above the estimated Operational Costs on a total per month basis listed on the effective Operating Expense Statement must be approved by CUSTOMER's city council prior to being incurred and passed through to CUSTOMER for payment under the terms and conditions of this Agreement. Except in emergency situations, any costs and expenses above the estimated Operational Costs on a total per month basis which are five percent (5%) or less above the estimated Operational Costs must be approved by CUSTOMER's city manager prior to being incurred and passed through to CUSTOMER for payment under the terms and conditions of this Agreement. For purposes of illustration, and as established in Exhibit B, the estimated Operational Costs on a total per month basis for the first year of this Agreement shall be $6,925.00 per month. Thus, any amount exceeding $6,925.00 in Operational Costs in any month must be approved by either CUSTOMER'S city manager or city council as provided in this section. In the event that CUSTOMER requires NAPA to provide emergency back-up services or products in an emergency situation, the CUSTOMER's city manager's determination of an emergency shall constitute pre-approval of such overtime or product expenses. Pursuant to CUSTOMER's Financial Operations Manual policies, the city manager shall have the authority to contract for and authorize payment for purchases in an amount not exceeding $100,000.00. In such cases, the city manager shall notify the City Council of the emergency purchase thereafter.

(d) ***Management Fee***. CUSTOMER shall be billed a Management Fee (as defined below) on a monthly basis in accordance with the terms below.

**PRICING PLAN SUMMARY**

| | |
|---|---|
| NAPA Product Costs | Billed to CUSTOMER at current jobber net store |

| | |
|---|---|
| Non-NAPA Product Costs and Outside Purchases and Services | acquisition cost<br><br>Billed to CUSTOMER at NAPA's cost plus a zero percent (0%) gross profit rate |
| Operational Costs | Billed to CUSTOMER in accordance with subpart (c) above. |
| Management Fee | Billed to CUSTOMER in accordance with the terms below |
| Net Profit Target | 10% net profit for NAPA |

NAPA Product Costs shall be billed to CUSTOMER at current jobber net store acquisition cost. Non-NAPA Product Costs and Outside Purchases/Services shall be billed to CUSTOMER at NAPA's cost plus a zero percent (0%) gross profit rate. Operational Costs will be charged to CUSTOMER in accordance with subpart (c) above, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an "in arrears" basis.

CUSTOMER shall pay to NAPA on a monthly basis a management fee equal to ten percent (10%) of the Total Monthly Net Sales (as defined below) during the preceding month (the "Management Fee"). For purposes hereof, "Total Monthly Net Sales" means the total dollar amount of all products (both NAPA and Non-NAPA) and outside purchases and services sold to the CUSTOMER during the preceding month at the costs set forth in the pricing plan summary above less purchase returns.

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a zero percent (0%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement."

6. Section 8 of the Agreement (INSURANCE) is hereby deleted in its entirety and replaced with the following:

" **8. INSURANCE.** NAPA shall keep in force and at all times maintain during the term of this Agreement:

(a) General Liability Insurance: General Liability Insurance issued by responsible insurance companies and in a form reasonably acceptable to CUSTOMER, with limits of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage, personal injury, and products and completed operations.

(b) Worker's Compensation Coverage: Full and complete Workers' Compensation Coverage, including coverage for its employees located at the On Site Store, as required by Florida law, shall be provided.

(c) Insurance Certificates: NAPA shall provide CUSTOMER with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) reasonably acceptable to the CUSTOMER. Said Liability Policies shall provide that the CUSTOMER be an additional insured to the extent of NAPA's indemnification obligations herein. NAPA shall use reasonable commercial efforts to notify the CUSTOMER of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are reasonably acceptable to the CUSTOMER and licensed and authorized under the laws of the State of Florida.

(d) Personal Property: In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store."

7. The last sentence of Section 10 of the Agreement (PERSONNEL) is hereby deleted and replaced with the following: "If NAPA and the CUSTOMER fail to mutually resolve a personnel issue as set forth in this Section 10, CUSTOMER will decide the issue in its sole discretion; provided that CUSTOMER will not request that NAPA remove or replace any of the NAPA personnel in the On Site Store(s) for reasons that are discriminatory or otherwise contrary to law."

8. Section 12(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

> " In the event that the other party fails or refuses to pay any amounts due under this Agreement in accordance with the payment provisions contained in the Amendment to this Agreement attached hereto;"

9. Section 13(a) of the Agreement (EFFECT OF TERMINATION) is hereby deleted in its entirety and replaced with the following:

" (a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any undisputed amounts due and owing to NAPA at the time of termination."

10. Section 14 of the Agreement is hereby amended by adding the following sentence to the end of the section:

"Upon CUSTOMER'S request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store."

11. The last sentence of Section 13(b) is hereby deleted in its entirety and replaced with the following: "The provisions and obligations of Sections 9, 11, 14, 17, 18, 25, 26, 27, 28, 29, 30, 31, 34 and 35 shall survive the termination of this Agreement for any reason."

12. Section 15 of the Agreement (CHANGE OF CONTROL) is hereby deleted in its entirety and replaced with the following:

" **15. CHANGE OF CONTROL.** Intentionally omitted."

13. Section 17 of the Agreement (INDEMNIFICATION) is hereby deleted in its entirety and replaced with the following:

" **17. INDEMNIFICATION.** NAPA shall indemnify and hold harmless CUSTOMER and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees arising out of or resulting from: (a) the negligent acts or omissions or intentional misconduct of NAPA, its employees, officers, directors, or agents hereunder; (b) the breach of any provisions hereunder by NAPA; and (c) NAPA's violation of any applicable laws, rules and regulations. NAPA's indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for NAPA, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision. NAPA shall in no way be liable to CUSTOMER for the negligent acts or omissions or intentional misconduct of CUSTOMER, its employees, officers, directors or agents.

The obligations contained in this provision shall survive termination of this Agreement."

14. Section 25 of the Agreement (CHOICE OF LAW) is hereby deleted in its entirety and replaced with the following:

" **25. CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Florida. Venue for any legal action by any party to this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be nonjury."

15. A new Section 31 shall be added to the Agreement as follows:

" **31. ATTORNEY'S FEES.** In the event of any legal action to enforce the terms

of this Agreement, each party shall bear its own attorney's fees and costs."

11. A new Section 32 shall be added to the Agreement as follows:

" **32. COMPLIANCE WITH STATUTES.** It shall be NAPA's responsibility to be aware of and comply with all applicable federal, state and local laws."

12. A new Section 33 shall be added to the Agreement as follows:

" **33. SOVEREIGN IMMUNITY.** The CUSTOMER 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 CUSTOMER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CUSTOMER's potential liability under state or federal law. NAPA agrees that CUSTOMER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. 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."

13. A new Section 34 shall be added to the Agreement as follows:

" **34. RIGHT TO AUDIT.** The CUSTOMER and its auditors, at CUSTOMER's sole cost and expense, shall be entitled to audit the books and records of NAPA to the extent that such books and records relate to the performance of this Agreement upon providing to NAPA at least ten (10) days prior written notice; provided that NAPA shall be required only to provide hard copies of records requested by the CUSTOMER that NAPA maintains electronically, and NAPA shall not be required to grant direct access (i.e., password protected access) to its proprietary computer systems to the CUSTOMER. Said records shall be made available, upon request, for audit purposes, to the CUSTOMER and its auditors. Such books and records shall be maintained by NAPA for a period of five (5) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing. Audits will be limited to once per calendar year."

14. A new Section 35 shall be added to the Agreement as follows:

" **35. PUBLIC RECORDS.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, NAPA 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 NAPA related to the services provided to the CUSTOMER under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the CUSTOMER, may be deemed to be a public record, whether in the possession or control of the CUSTOMER or NAPA; provided, to the extent allowed by law, that the

foregoing shall not include 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) which relate to NAPA's business generally and do not specifically relate to the services provided to the CUSTOMER under this Agreement. 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 NAPA are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the CUSTOMER's designated custodian of public records.

**IF NAPA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NAPA'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, 65 Stone Street, Cocoa, Florida 32922.**

NAPA is required to and agrees to comply with public records laws. NAPA shall keep and maintain all public records required by the CUSTOMER to perform the services as agreed to herein. NAPA shall provide the CUSTOMER, 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. NAPA 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, NAPA shall transfer to the CUSTOMER, at no cost, all public records in possession of the NAPA, provided the transfer is requested in writing by the City Clerk. Upon such transfer, NAPA 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, NAPA 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 CUSTOMER, upon request from the City Clerk, in a format that is compatible with the information technology systems of the CUSTOMER; provided that nothing in this section shall require NAPA to grant direct access (i.e., password protected access) to its proprietary computer systems to the CUSTOMER. Should the CUSTOMER not possess public records relating to this Agreement which are requested to be inspected or copied by the CUSTOMER or any other person, the CUSTOMER shall immediately notify NAPA of the request and the NAPA shall then provide such records to the CUSTOMER or allow the records to be inspected or copied within a reasonable time; provided that nothing in this section shall require NAPA to grant direct access (i.e. password protected access) to its proprietary computer systems. If the NAPA does not comply with a public records request, the CUSTOMER may enforce this Section to the extent permitted by law. NAPA acknowledges that if the NAPA does not provide the public records to the CUSTOMER

within a reasonable time, NAPA may be subject to penalties under Section 119.10, Florida Statutes. NAPA acknowledges that if a civil action is filed against NAPA to compel production of public records relating to this Agreement, the court may assess and award against NAPA 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 NAPA, be open and freely exhibited to the CUSTOMER for the purpose of examination, audit, or otherwise. Failure by NAPA 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 CUSTOMER upon delivery of a written notice of cancellation. If NAPA fails to comply with this Section, and the CUSTOMER must enforce this Section, or the CUSTOMER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to NAPA's failure to comply with this Section, the CUSTOMER shall collect from NAPA prevailing party attorney's fees and costs, and any damages incurred by the CUSTOMER, for enforcing this Section against NAPA. And, if applicable, the CUSTOMER shall also be entitled to reimbursement of all attorneys' fees and damages which the CUSTOMER had to pay a third party because of the NAPA's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement."

**IN WITNESS WHEREOF,** the parties hereto have caused this Amendment to be made and executed by their duly-authorized representatives effective as of the Amendment Effective Date.

**GENUINE PARTS COMPANY**

By: Patrick Wolfe
Name: Patrick Wolfe
Title: Southeast Division Vice President

**CITY OF COCOA**

By:
Name: John Titkanich
Title: City Manager

DocuSign Envelope ID: 25CC184D-4C41-43EA-BAED-7ED9D9EDD9DD

# AMENDMENT
# TO
# CONTRACT #061015-GPC

This Amendment is by and between **Sourcewell** and **Genuine Parts Company/NAPA Integrated Business Solutions (IBS)** (Vendor). Sourcewell and Vendor will be collectively known hereinafter as "Parties."

Vendor was awarded a Sourcewell Contract for Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions effective July 21, 2015, through July 21, 2019, relating to the provision of services by Vendor and to Sourcewell and its Members.

The parties agreed on May 30, 2018, to a "Letter of Agreement to Extend the Contract" for the 5th year renewal extension that will terminate on July 21, 2020. However, the parties agree to a 6th year extension in order to satisfy the validated needs and requests of Sourcewell Members , which would expire the contract on July 21, 2021.

The parties agree that certain terms within the Agreement will be updated and amended and only to the extent as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below and has the effect of extending the Agreement through July 21, 2021. This Agreement will not be extended for any additional time. Vendor understands that Sourcewell will no longer market this Agreement.

2. Effective June 6, 2018, NJPA changed its name to Sourcewell. All references in these documents to NJPA should be read as being replaced with "Sourcewell."

3. The Agreement and any previous amendments are incorporated into this Amendment by reference.

**(Balance of this page intentionally left blank.)**

Except as amended by this Amendment, the Agreement remains in full force and effect.

**Sourcewell**

DocuSigned by:
By: Jeremy Schwartz
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 11/20/2019 | 12:25 PM CST

**Genuine Parts Company/**
**NAPA Integrated Business Solutions (IBS)**

DocuSigned by:
By: Jett Kuntz
Authorized Signature

Jett Kuntz
Name – Printed

Title: Vice President

Date: 11/20/2019 | 11:09 AM CST

APPROVED:

DocuSigned by:
By: Chad Coauette
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 11/20/2019 | 12:32 PM CST

City of Cocoa Fleet Mgmt
3309S.rpt

# DOWNTIME - SUMMARY REPORT
## 10/01/2017 TO 09/30/2018

DATE: 7/20/2020 07:40

If the downtime begins and ends within the specified date range, the hours come from the downtime record on the work order. If either the beginning date of the downtime or the ending date of the downtime or both occur outside the date range, or if the ending date does not yet have a value, then the hours are calculated by the report. Calculated hours only include downtime hours within the specified date range and time indicated by the equipment EAC code. If the EAC code is not set up correctly, hours displayed are not accurate.

This is a summary report. To view downtime summaries by equipment number, double click the group name.

---

REPORT TOTALS:

| | |
|---|---|
| DOWNTIME HOURS: | 124,290.63 |
| TOTAL WORK ORDERS: | 1,212 |
| TOTAL VEH/EQU w/WO: | 418 |

DOWNTIME DURATION PERCENTAGES:

| | |
|---|---|
| LESS THAN 24 HOURS: | 90.27% |
| BETWEEN 24 AND 48 HOURS: | 16.82% |
| GREATER THAN 48 HOURS: | 81.68% |

City of Cocoa Fleet Mgmt
3309S.rpt

# DOWNTIME - SUMMARY REPORT
## 10/01/2018 TO 09/30/2019

DATE: 7/20/2020 07:45

If the downtime begins and ends within the specified date range, the hours come from the downtime record on the work order. If either the beginning date of the downtime or the ending date of the downtime or both occur outside the date range, or if the ending date does not yet have a value, then the hours are calculated by the report. Calculated hours only include downtime hours within the specified date range and time indicated by the equipment EAC code. If the EAC code is not set up correctly, hours displayed are not accurate.

This is a summary report. To view downtime summaries by equipment number, double click the group name.

---

REPORT TOTALS:

| | |
|---|---|
| DOWNTIME HOURS: | 90,411.80 |
| TOTAL WORK ORDERS: | 1,523 |
| TOTAL VEH/EQU w /WO: | 452 |

DOWNTIME DURATION PERCENTAGES:

| | |
|---|---|
| LESS THAN 24 HOURS: | 137.58% |
| BETWEEN 24 AND 48 HOURS: | 19.35% |
| GREATER THAN 48 HOURS: | 27.86% |

CITY OF COCOA, FLORIDA
ACCOUNT BALANCE LIST



2020 FROM ACCOUNT: 01-1100-000.46-03 THRU ACCOUNT: 423-4125-538.46-03

| ACCOUNT | DESCRIPTION | BUDGET | ACTUAL | BALANCE |
|---|---|---|---|---|
| 001-1100-512.46-03 | R/M VEHICLE | | | |
| 001-1103-516.46-03 | REPAIR/MAINT-VEHICLES | 950.00 | 432.47 | 517.53 |
| 001-1500-513.46-03 | R/M VEHICLE | | | |
| 001-1510-536.46-03 | REPAIR/MAINT-VEHICLES | | | |
| 001-1600-513.46-03 | R/M VEHICLE | 1,500.00 | 1,395.66 | 104.34 |
| 001-1801-513.46-03 | R/M VEHICLE | | | |
| 001-1805-513.46-03 | R/M VEHICLE | | | |
| 001-2100-521.46-03 | REPAIR/MAINT-VEHICLES | 111,136.00 | 93,064.83 | 18,071.17 |
| 001-2101-521.46-03 | REPAIR/MAINT-VEHICLES | | | |
| 001-2132-524.46-03 | REPAIR/MAINT-VEHICLES | 3,219.00 | 1,848.37 | 1,370.63 |
| 001-2200-522.46-03 | REPAIR/MAINT-VEHICLES | 2,000.00 | 72.80 | 1,927.20 |
| 001-2201-522.46-03 | REPAIR/MAINT-VEHICLES | 69,255.00 | 41,896.76 | 27,358.24 |
| 001-3200-515.46-03 | REPAIR/MAINT-VEHICLES | 2,850.00 | 720.48 | 2,129.52 |
| 001-3500-519.46-03 | REPAIR/MAINT-VEHICLES | 862.00 | 1,183.12 | 321.12- |
| 001-3540-519.46-03 | REPAIR/MAINT-VEHICLES | 1,525.00 | 1,070.68 | 454.32 |
| 001-3550-534.46-03 | REPAIR/MAINT-VEHICLES | | | |
| 001-3560-519.46-03 | REPAIR/MAINT-VEHICLES | 16,875.00 | 1,790.76 | 15,084.24 |
| 001-3580-519.46-03 | REPAIR/MAINT-VEHICLES | 1,425.00 | 848.58 | 576.42 |
| 107-3200-515.46-03 | REPAIR/MAINT-VEHICLES | | | |
| 421-1506-536.46-03 | REPAIR/MAINT-VEHICLES | | | |
| 421-1515-536.46-03 | REPAIR/MAINT-VEHICLES | 11,260.00 | 8,806.24 | 2,453.76 |
| 421-4010-536.46-03 | REPAIR/MAINT-VEHICLES | 4,095.00 | 1,610.68 | 2,484.32 |
| 421-4020-536.46-03 | REPAIR/MAINT-VEHICLES | 35,865.00 | 32,527.10 | 3,337.90 |
| 421-4025-536.46-03 | REPAIR/MAINT-VEHICLES | 105,025.00 | 71,318.49 | 33,706.51 |
| 421-4055-536.46-03 | REPAIR/MAINT-VEHICLES | 7,555.00 | 1,880.78 | 5,674.22 |
| 421-4120-536.46-03 | REPAIR/MAINT-VEHICLES | 7,160.00 | 1,349.80 | 5,810.20 |
| 421-4125-536.46-03 | REPAIR/MAINT-VEHICLES | 32,975.00 | 14,557.66 | 18,417.34 |
| 423-3570-538.46-03 | REPAIR/MAINT-VEHICLES | 40,080.00 | 31,747.69 | 8,332.31 |
| TOTALS: | | 455,612.00 | 308,122.95 | 147,489.05 |

# PARTS ISSUED - SUMMARY REPORT; 10/1/2017 – 9/30/2019



This report shows both issued and returned parts. It includes both stocked and non-stocked parts.
It displays both work order issues and independent issues. The date range is based on the transaction date.
The costs reflect customer charges. Markup is calculated based on the billing code,the billable switch on the repair type, and the system switch for parts markup.
Returned parts display the quantity, unit cost and total cost as negative numbers. Return date, quantity and costs display in Red.
This is a summary report showing Storeroom totals. To see issue summaries by equipment number, double click the Storeroom Code.

| | | | | | |
|---|---|---|---|---|---|
| TOTALS FOR G-STOREROOM: 01 – G Parts Counter 01 | | QUANTITY ISSUED: | 6,111 | TOTAL COST: | 271,472.39 |

# PARTS ISSUED - SUMMARY REPORT; 10/1/2018 – 9/30/2019



This report shows both issued and returned parts. It includes both stocked and non-stocked parts.
It displays both work order issues and independent issues. The date range is based on the transaction date.
The costs reflect customer charges. Markup is calculated based on the billing code,the billable switch on the repair type, and the system switch for parts markup.
Returned parts display the quantity, unit cost and total cost as negative numbers. Return date, quantity and costs display in Red.
This is a summary report showing Storeroom totals. To see issue summaries by equipment number, double click the Storeroom Code.

| | | | | | |
|---|---|---|---|---|---|
| TOTALS FOR: COCOA IBS PARTS STOREROOM: 02 – IBS Parts Counter 02 | | QUANTITY ISSUED: | 10,605 | TOTAL COST: | 356,966.10 |