City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, August 9, 2022

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 22-443 Approve the Agenda for the Regular meeting of August 9, 2022, as presented or with amendments.

Attachments: 08-09-2022 Short Agenda ADA.pdf

MINUTES:

II.2(a) 22-345 Approve the Minutes of the Budget Priorities & Goal Setting Workshop of May 26, 2022, as written or with amendments.

Attachments: 05-26-2022 Final Draft.pdf

Exhibit A - Budget Presentation.pdf

III. AWARDS AND PRESENTATIONS:

III.1 22-453 Proclamation: "Central Brevard Humane Society 70th Anniversary". (Theresa Clifton)

Attachments: Brevard Humane Society 70th Anniversary.pdf

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.

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V. CONSENT AGENDA:

V.1 22-373 Authorize the City Manager to execute the Agency Cost-Share Agreement between the Indian River Lagoon (IRL) Council and the City of Cocoa (IRL2022-03) for the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project, Design and Engineering. Approve a Resolution Amending the FY22 Budget, BAF# 22-115-A recognizing the IRL National Estuary Program (NEP) Funding Revenue and Transferring Funds from another project to cover the increased cost. (Public Works Director)

Attachments:
- Conceptual Plan.jpg
- Internal Grant Application - FY 22 Rev - eForm - IRLNEP - FY 2023 - Category
- IRLNEP - FY 2023 - Category 1 Proposal - City of Cocoa Florida - Dixon Blvd at
- Project Map.jpg
- Budget Resolution FY 2022- ADA Compliant for Agenda Item 22-373.docx
- BAF 22-115-A-SW-Adtl Engineer Costs - Dixon Blvd (7-26-22) Agenda 22-373.p
- Cocoa & IRL NEP Dixon Blvd at IRD Water Quality and Resiliency Project Agre

V.2 22-428 Approve a 2nd Modification to the Clearlake Road Development Agreement and authorize the Mayor to sign the agreement. (Community Services Director)

Attachments:
- Second Amendment to Clearlake Road Development Agreement.doc

V.3 22-438 Approve a Budget Resolution, Amending the FY2022 Budget, BAF# 22-120-A in the amount of $2,500. Approve Change Order #2 for PO 79626 and Project Resolution authorizing the City Manager to issue the change order with a project contingency, not to exceed $5,500 for the 1219 Duke Way Rehabilitation Project. (Community Services Director)

Attachments:
- 79626.pdf
- 79626-1.pdf
- 1st Amendment B-22-09-COC.pdf
- 1219 Duke Way Change Order #2.pdf
- Resolution - Project Contingency.doc
- Change Order #2 to PO 79626 Regest Form.xlsx
- Budget Resolution FY 2022- ADA Compliant.docx
- BAF 22-120-A-CDBG-1219 Duke Way Rehab (8-9-22) Agenda 22-438.pdf

V.4 22-439 Approve a Resolution Amending the FY23 Budget, BAF#22-119-PT. Approve Change Order # 2 for P.O. 78964 with Inliner Solutions LLC, formerly Granite Inliner LLC, in the Amount of $26,000. (Public Works Director)

Attachments: Proposal for IRD 871,875 Liner.pdf
Budget Resolution FY 2022- ADA Compliant.docx
BAF 22-119-PT-SW-CIPP IRD Outfalls (8-9-22) Agenda 22-439.pdf
City of Cocoa - FY21 CIPP Lining 6-9-22.pdf
PW-20-PGB-Granite-001-00 (1).pdf
Amendment_001_Name Change.pdf
78964-1.pdf

VI. PUBLIC HEARINGS:

VI.1 22-442 Approval of Ordinance 09-2022 on Second & Final Reading regarding updates to the Special Events Ordinance. (Asst. to the CM/PIO)

Attachments: Ordinance No. 09-2022.pdf
Ord. 09-2022_LegalAdConf.pdf

VII. COUNCIL BUSINESS:

VII.1 22-436 Request Council direction on the Expanded Outdoor Dining provision set to expire on August 9, 2022. (Community Services Director)

Attachments: Resolution No. 2021-13.docx

VII.2 22-459 Consider the Appointment of one of the following applicants to fulfill the unexpired term of Jeri Blanco, on the Planning & Zoning Board: Thomas Barton, Nicholas Boardman, Katherine Waterloo-Fridl, Wesley Park, or Aleck Greenwood (1st Alternate). (Administrative Services Director)

Attachments: Barton Application.pdf
Boardman Application.pdf
Park Application.pdf
Waterloo-Fridl Application.pdf
Greenwood Application.pdf
Planning Roster.pdf

VII.3 22-450 To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion Areas J & K. (Utilities Director)

Attachments: SOIRL Enf Cost Est 7.29.2022 .pdf
Homeowner cost estimate 8.4.2022.pdf

VIII. CITY BUSINESS:

VIII.1 22-430 Approve the Preliminary Assessment Resolution No. 2022-075 for Fire Protection, for Fiscal Year 2023. (Finance Director)

Attachments: Preliminary Fire Assessment Resolution 2022.docx
mem_fy23_cocoa_fire_20220725.pdf
Ad Proof of Publication.pdf

VIII.2 22-434 Approve the Preliminary Assessment Resolution No. 2022-076 for Stormwater Utility Services, Fiscal Year 2023. (Finance Director)

Attachments: Resolution - Preliminary Stormwater Assessment.docx
Ad Proof of Publication.pdf
fy22_cocoa_stmwtr_final_report_withappendix_20220803.pdf

IX. INFORMATIONAL AGENDA:

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	22-443	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/28/2022			**In control:**	City Council
On agenda:	8/9/2022			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of August 9, 2022, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-09-2022 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 28, 2022
Agenda Date: August 9, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of August 9, 2022, as presented or with amendments

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of August 9, 2022, as presented or with amendments

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: August 9, 2022
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 9 2022. (22-443)

2. Minutes: (a) Minutes of the Budget Priorities & Goal Setting Workshop of May 26, 2022 (22-345)

III. Awards and Presentations:

1. Proclamation: "Central Brevard Humane Society 70th Anniversary". (22-453). (Theresa Clifton)

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.

This Agenda may be Amended up until or at the Meeting

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V. Consent Agenda:

(A) General Consent Items:

1. Authorize the City Manager to execute the Agency Cost-Share Agreement between the Indian River Lagoon (IRL) Council and the City of Cocoa (IRL2022-03) for the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project, Design and Engineering. Approve a Resolution Amending the FY22 Budget, BAF# 22-115-A recognizing the IRL National Estuary Program (NEP) Funding Revenue and Transferring Funds from another project to cover the increased cost. (22-373). (Public Works Director)

2. Approve a 2nd Modification to the Clearlake Road Development Agreement and authorize the Mayor to sign the agreement. (22-428). (Community Services Director)

3. Approve a Budget Resolution, Amending the FY2022 Budget, BAF# 22-120-A in the amount of $2,500. Approve Change Order #2 for PO 79626 and Project Resolution authorizing the City Manager to issue the change order with a project contingency, not to exceed $5,500 for the 1219 Duke Way Rehabilitation Project. (22-438). (Community Services Director)

4. Approve a Resolution Amending the FY23 Budget, BAF#22-119-PT. Approve Change Order # 2 for P.O. 78964 with Inliner Solutions LLC, formerly Granite Inliner LLC, in the Amount of $26,000. (22-439). (Public Works Director)

(B) Multi-Year Contracts:

None.

VI. Public Hearings:

1. Approval of Ordinance 09-2022 on Second & Final Reading regarding updates to the Special Events Ordinance. (22-442). (Asst. to the CM/PIO)

VII. Council Business:

1. Request Council direction on the Expanded Outdoor Dining provision set to expire on August 9, 2022. (22-436). (Community Services Director)

2. Consider the Appointment of one of the following applicants to fulfill the unexpired term of Jeri Blanco, on the Planning & Zoning Board: Thomas Barton, Nicholas Boardman, Katherine Waterloo-Fridl, Wesley Park, or Aleck Greenwood (1st Alternate). (22-459). (Administrative Services Director)

3. Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion Areas J & K. (22-450). (Utilities Director)

VIII. City Business:

1. Approve the Preliminary Assessment Resolution No. 2022-075 for Fire Protection, for Fiscal Year 2023. (22-430). (Finance Director)

2. Approve the Preliminary Assessment Resolution No. 2022-076 for Stormwater Utility Services, Fiscal Year 2023. (22-434). (Finance Director)

Multi-Year Contracts:

None**.**

IX. Informational Agenda:

None.

X. Reports:

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

XI. Adjournment:

XII. Notice To The Public:

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Legislation Details (With Text)

File #:	22-345	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	6/8/2022			**In control:**	City Council
On agenda:	8/9/2022			**Final action:**	
Title:	Approve the Minutes of the Budget Priorities & Goal Setting Workshop of May 26, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-26-2022 Final Draft.pdf Exhibit A - Budget Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2022
Agenda Date: July 12, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Budget Priorities & Goal Setting Workshop of May 26, 2022, as written or with amendments.

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Budget Priorities & Goal Setting Workshop of May 26, 2022, as written or with amendments.

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MINUTES
CITY OF COCOA
BUDGET PRIORITIES & GOAL SETTING WORKSHOP

May 26, 2022

A Budget Priorities and Goal Setting Workshop was held on Thursday, May 26, 2022, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 10:11 a.m.

Deputy Mayor Hearn provided the invocation and Gary Palmer 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:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney (arrived 10:17am)
	Stockton Whitten	City Manager
	Monica Arsenault	Assistant City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Evander Collier, Police Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Rob Beach, Chief Technology Officer; Samantha Senger, Assistant to the City Manager/PIO; Lora Howell, Deputy Finance Director; and Colleen Campbell, Budget Analyst.

I. Meeting Topics:

1. Overview

City Manager Whitten provided a presentation[1] for the Budget Priorities and Goal Setting Workshop. He wished to clarify about a narrative on social media regarding actions that can or can't be taken at workshops. He explained the city's Rules and Procedures policy and added that actions taken at workshops are not considered to be final actions. These actions are only taken to provide direction to staff.

Per the policy, unless authorized by the majority vote of council, public comment will not be heard at workshops, but public comment on workshop items will be taken at the next regular City Council meeting following the workshop during delegations and/or at such time final official action is taken by the Council on the workshop item.

Councilmember Koss asked for clarification about public comments being taken at the next regular Council meeting, since there is only one Council meeting in June and it is during the day. She asked if public comment will be taken at the regular meeting in July. In response, City Manager Whitten replied affirmatively.

Deputy Mayor Hearn asked if the Council was going to set ground rules for this workshop. In response, Mayor Blake stated that anyone wishing to speak will have three minutes.

Additionally, City Manager Whitten noted that if anyone has questions for staff they are more than welcome to ask.

2. Planning and Priority Focus Areas

Ms. Senger reviewed the 2022 SWOT analysis. She shared an overview of the City's strengths, weaknesses, opportunities and threats. She also shared the City's mission statement, vision and core values along with a few minor changes that were made.

Ms. Senger pointed out the priority areas of Cocoa. They are Public Safety & Community Standards, Public Infrastructure, Economic & Community Development, Community Outreach & Engagement as well as Organizational Effectiveness. She noted that all of this information can be located on the online dashboard on the city's website.

Councilmember Koss asked where Sustainability would fall in these categories. In response, Ms. Senger explained that sustainability would fall under several different categories and provided clarification. City Manager Whitten also briefly discussed environmental stewardship.

Ms. Rebecca Bowman provided the FY23 Budget calendar. The dates are as follows:

- May 26th/July 8th Budget workshops
- July 26th Council Meeting - Tentative Millage (TRIM)

[1] Exhibit A – Budget Priorities & Goal Setting Workshop

- August 9th Council Meeting - Preliminary Fire & Stormwater Assessment
- August 23rd Council Meeting - Final Fire & Stormwater Assessment Public Hearings
- September 13th Council Meeting - First Millage/Budget Hearing
- September 27th Council Meeting - Final Millage/Budget Hearing

Ms. Bowman also pointed out the budget process required by Florida Statutes. Due to the content on the July 26th, September 13th and September 27th meetings, Florida Statute requires any actions taken to be done after 5pm.

Furthermore, she discussed new money (estimates) anticipated in the FY23 budget. The estimates are as follows:

- Property tax increase (current millage rate) 8%
- Fire assessment (3%)
- Utility/stormwater indirect cost allocations (3%)
- Utility return on investment (ROI)
- County (Lee Wenner Park)
- Total estimated increase in revenue - $1,026,145

Additionally, she shared the estimates for increases in expenses in budget requests for FY23:

- General fund personal services increase (3% salaries/10% insurance)
- General fund fuel (45% increase in fuel since 10/21)
- General fund utilities (electric and water/sewer) (27%)
- General fund new operating requests
- Total estimated general fund expense increases: $1,770,894
- Estimated shortfall in departmental requests - $744,749

City Manager Whitten wished to clarify that the estimated shortfall in departmental requests does not mean he will come back with an increase in millage rate scenario to cover the difference, it just means that departments have more requests than the city's projected funding.

Ms. Bowman shared the FY23 general personal services and operating requests as well as the FY23 general capital requests.

Councilmember Koss asked for a comparison between this year and last year. In response, City Manager Whitten stated that he could get that information to her. Ms. Bowman added that comparisons are generally done between adopted budgets.

Ms. Bowman pointed out that the City does have a five-year capital plan. Right now, what is being requested totals about $3.5 million dollars with the majority being requested by Public Works.

Mayor Blake asked if cyber security related requests are included in IT's general capital requests. In response, Mr. Beach explained that they do have two requests, one being a new server and the other being a new tricaster.

Ms. Bowman reviewed capital requests from the water/sewer and stormwater departments.

City Manager Whitten and Ms. Bowman discussed the FY23 general fund capital requests funding scenarios. City Manager Whitten clarified that these are only scenarios and will more than likely be recommendations from him to Council for the budget. None of these are set in stone at this time.

Ms. Bowman pointed out that ultimately staff feels that approximately $900,000 of these requests could be funded by the general fund - fund balance.

City Manager Whitten also wished to point out that out of the $900,000, $300,000 is being requested for annual street paving. Discussion was held on what is considered to be an asset.

Ms. Bowman noted that ARPA funds are also available to cover some of the costs of what is being requested. The Final ARPA Rule declared that ARPA funds can be used for general government services, which is defined to be anything the City needs to operate. Some of the potential projects include:

- Parks cost overruns (30% estimate)
- Fire pumper truck
- Stormwater gradall
- Police vehicles (5)
- Fire training trailer
- Stormwater dump truck

City Manager Whitten reminded Council that ARPA funding has been used for the Save-A-Lot project and also for the Summer Youth Camp project.

Councilmember Koss asked if ARPA funding has been maxed out. In response, City Manager Whitten explained that these requests would almost max out the funds, other than a few thousand dollars Ms. Bowman would like to reserve due to inflation and various hikes in costs.

Ms. Bowman wished to point out that a lot of towns and cities are struggling to secure vehicles. She shared that luckily the Fleet Manager was able to secure orders for new vehicles, however the city probably won't receive the vehicles until after this fiscal year is over.

Deputy Mayor Hearn asked for clarification as to what "reorganization" is under "Leisure Services". Ms. Senger explained that they are requesting upping two of their office positions one pay grade each based on the duties they have and making them equal with what other city employees make based on their duties and responsibilities. They are also requesting to combine two part-time facility attendant positions into one full-time position.

Additionally, Ms. Gemmati clarified that the "Records Clerk" request should read "Recording Secretary". City Manager Whitten added that position would allow staff

to dedicate a recording professional to the City's boards and committees as well as help with the influx in records requests.

Ms. Bowman reiterated that the issue is trying to find the money to fund these requests.

3. FY23 Budget Discussion

Council discussed the following items and issues:

- Solid waste CPI increase
- Utility return on investments
- Planning & Zoning fee increases
- Building fee increases
- Fire inspection fees
- Engineering plan review fee
- Stormwater rates
- Fire assessments
- Water and sewer rates
- Reliance on fund balance to fund capital
- Low tax base compared to other cities
- Dependent health insurance contribution

Ms. Bowman pointed out that any fee increases would have to come back to Council to be considered for approval at a regular council meeting.

Chief Lamm noted that the City of Cocoa is the only municipality that does not have a fee structure for new or existing construction when fire inspection fees are done. For example, when Walmart came in, they were anticipating fire inspection fees however, since the City does not have a fee schedule set in place, the City absorbed approximately $120,000 for things that had to be done such as hiring a third party to conduct the plan review and ensuring that the building met code which included after-hour inspections. Chief Lamm added that this same problem happened when Amazon developed their facility in Cocoa as well.

Ms. Gemmati explained the City's health insurance for employees. Staff is looking to go back to what was done before where the City will split coverage 50/50, meaning the City will cover up to half the costs for insurance. This will also come back to City Council for consideration at a Council meeting. The next step is to sit down with the consultants to review a few different scenarios before any decisions are made. She also noted that staff is seeking an incremental process to save employees any large burdens.

City Manager Whitten shared Council's FY23 priorities as follows:

- Old Dr. Joe Lee Smith Center
- Museums
- Homeless initiatives
- Additional street paving
- J & K septic to sewer conversion

- Capital improvements within parks
- Operating and maintaining city parks
- Subsidized bus routes
- Trailheads at Cocoa Conservation Area
- Enhanced law enforcement
- Facilitation of a Brightline Train Station in Cocoa
- Facilitation of attainable workforce housing
- Municipal swimming pool in North/Central area
- New Park locations
- Additional funding for Upstart Cocoa[2]

City Manager Whitten also shared the FY23 Council/Cocoa CRA priorities as follows:

- Fishing pier (It was noted that the City does not own this and a meeting would need to be held with the County)
- Civic Center renovations
- Cocoa Village parking
    - On street
    - Parking lots
    - Lee Wenner
- Mooring field
- Harrison street streetscape
- Enhanced law enforcement

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to break for a thirty-minute lunch[3].**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The Mayor opened the floor to the public.

Purvette Bryant, property owner of 373 & 365 Stone St., Cocoa, commended Council for strongly addressing affordable housing and the homelessness initiative.

Additionally, she wished to address the Police Department. She was raised to follow and respect the law. The average citizen may not understand laws and ordinances. She shared that her brother was arrested for playing his music too loud under one of the City's ordinances. He was told by officers that the ordinance stands if a citizen complains however, state law overrides City ordinances. The charges were ultimately dropped by the State Attorney's office. Ms. Bryant

[2] Mayor Blake left the meeting at 11:56am & returned at 12pm
[3] Lunch began at 12:02pm and ended at 12:34pm

expressed that she hopes that in the future officers will provide this information prior to an arrest because her brother would have complied and it could have made

a difference. She also hopes that training will be provided to the City's officers in the future.

Councilmember Goins asked if the noise was coming from inside a residence or outside. In response, Ms. Bryant shared that there were speakers outside. She shared that her brother's address is 434 Satsuma St. so Chief Collier could look into it further.

Nancy Elliott, 3406 Indian River Dr., spoke as a representative of Historic Cocoa Village Main Street. She wished to point out that they have seen such a big difference since the Police Department has been making additional patrols in the Village and hope that they can continue to do that.

She also wished to request that an extra coordinator be added to Leisure Service's budget for weekend coverage. During the weekends the Village sees a large influx of tourism and when staff is not present during the weekends it makes a big impact.

Kristin Lortie, District 3, noted that she hears City Manager Whitten's point that the final action is made in September when the final vote occurs, however the issue is the preliminary decision making ended up being final and the decisions that were made at the April meetings were final and there were twenty votes taken and there was over seven million dollars allocated in those three meetings. Decisions are being made at these meetings and they matter.

Ms. Lortie explained that one of the items that she supports and would like to hear more discussion on is the investment in the Cocoa Conservation Area, including a trailhead at SR524.

An example of a final action that occurred at the March 15, 2022 meeting and is already up on the website is the Strategic Plan so these meetings matter. Her petition was that the strategic planning process include meaningful public input, which she feels it did not. Additionally, she pointed out that there was a robust plan for five years that was approved in 2016 and it appears that it has been replaced. She asked where the goals are and pointed out that the last plan had numerous goals that were outlined and there was more input that went into it. She is very disappointed by what she is seeing.

City Manager Whitten explained that the Council made the decision on where to allocate the fund balances whereas in the past the City Manager made that decision, not within the budget documents, but within the annual financial report. He pointed out that the difference is that one individual did not decide where the unassigned fund balances went, the Council made that decision. He realizes that this narrative is not going to change, however there continues to be comments made that there is something wrong with this process when this process is different than it was in the past. In the past, staff would present to Council and there was no public input.

City Manager Whitten further shared that when he came to the City there was an unassigned amount of money in the annual financial report, and he did not feel comfortable as the City Manager allocating ten, twelve or even fourteen million dollars and gave the Council the opportunity to make that decision as a Council.

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

Councilmember Goins asked about more police presence downtown and asked if that is in the budget. In response, Chief Collier explained that the current police presence in the downtown area is coming out of his current budget, but he is not budgeting that for the next fiscal year so he would need additional funding and resources in order to have full time staffing in that area.

City Manager Whitten pointed out that the Cocoa Village Master Plan needs to be revised to include enhanced law enforcement so that the Cocoa CRA can fund this.

Ms. Neuterman added that this will be on the June 6, 2022 Cocoa CRA agenda to address budgeting for police presence in the Village in the next fiscal year.

Mayor Blake shared that he feels the best option is to borrow the money to pay for the officers because the CRA will sunset and it will eventually pay for itself. He asked when the CRA will sunset. In response, Ms. Neuterman shared that the CRA is fixed to sunset in 2041.

Additionally, Councilmember Goins mentioned that he would like to see security at the parks such as cameras and lighting included in the funding.

Chief Collier explained that currently the Police Department is paying for a school resource officer at Emma Jewel Charter Academy. They had a guardian there but were unable to keep that person so the Cocoa Police Department has been providing overtime officers there for the last few months which is coming out of the budget. He stated that a plan is needed so that the city can be prepared to budget for that as there is a law now that every school is required to have a guardian or a resource officer.

Councilmember Goins discussed his list of priorities for the next fiscal year's budget and mentioned bathrooms at Anderson Park and Gilmore Park. He pointed out that he would like to have a holistic approach and group this in with the security measures he mentioned earlier.

Furthermore, he mentioned streets in the City that are falling apart that need help. He mentioned Churchill Dr., Thomas Ave., Highland St., Edinburgh Dr. and Rosa L. Jones Dr. that runs from US1 all the way to Aurora St. through Virginia Park.

If possible, he'd also like to see lighting installed at Thomas Cole Stormwater Pond, although he realizes that this may not be something that can be done right now.

Councilmember Goins mentioned the Upstart Cocoa program. He is hopeful that the Council will consider increasing their budget because there is currently a waiting list.

Ms. Neuterman asked for clarification about the Upstart Cocoa program for Diamond Square. She asked if he wished for a recommendation to be made to the Diamond Square board for additional funding. In response, he stated yes.

Councilmember Dyal discussed down payment assistance for housing. He explained that a City employee applied for down payment assistance and would have been a first-time home buyer, however the cap for down payment assistance is $200,000. With the housing market being so high, homes cannot be purchased for that amount anymore. He feels the cap should be raised to $250,000, especially if the City wishes to try to recruit employees to live in the city they work in.

Councilmember Dyal also talked about public safety and street lights. He mentioned that he would like to see more lighting along SR524 between the Walmart and Publix. He'd also like to see a sidewalk from Cox Rd. to I-95 because there are a lot of people that walk or ride their bicycles along that road.

Councilmember Dyal shared that there are also concerns as well as a petition regarding the temporary entrance at the Cocoa Conservation Area. Additionally, Councilmember Dyal would like to address the issue of hiring more officers and firefighters because they are needed as the City continues to expand.

Councilmember Koss shared that she supports the increases for the Upstart Cocoa program as well as raising the cap for the first-time home buyers' program as an incentive to employees who want to live in the city.

She discussed enhancements at Stradley Park and pointed out that there are currently health and safety issues there that need to be addressed. She added that the septic system is not working and the concession at the pavilion is also dangerous as the floor is very soft.

Councilmember Koss noted that the Pineridge neighborhood is a park desert and she would like Council to at least consider getting an initiative together to address this. She explained that Pineridge is a neighborhood that hosts Cambridge Elementary and they are in dire need of sidewalks and pavement.

In addition to Pineridge and Cocoa Hills, College Manor is a park desert and has no public facilities.

She noted that she is concerned about the Cocoa Conservation trailhead and making that into an area that attracts the right type of folks. This should be a recreational area where people can come to enjoy nature. She also mentioned the Johnnie Johnson nature trails which are an asset to the City and she would like to see the City incorporate that into its long-term plans.

She talked about electrifying the City's fleet due to the inflation cost of fuel. She pointed out that although they are a little more expensive, they have longer lifespans, require less maintenance and do not contribute carbon dioxide to the atmosphere. She also asked how many charging stations the City has. In response, Mr. Palmer noted that there are two on Harrison St. and four on Oleander.

Councilmember Koss discussed compostables at City events. She explained that while she understands that some of it is outside of the city's control, we should consider a solution for city-initiated events to limit plastic use.

Councilmember Koss also talked about the museums. While she is still supportive of the Natural History Museum, she feels it is important to get the Collins museum up and running.

Lastly, she mentioned the need for a public pool. This is a water rich area and the children should have the opportunity to have a place to learn to swim. Additionally, the seniors in the city would enjoy a public pool.

Deputy Mayor Hearn agreed with the sentiments made by Councilmember Goins regarding the streets that need work. Furthermore, along the N. Fiske Blvd. area, he would like to start a neighborhood entry way beautification program.

He noted that he also agrees with Councilmember Koss that there is a need for a public pool and also park improvements.

He discussed speeding in the Broadmoor Acres area. He knows that staff is doing research on cost effective solutions but something needs to be done.

He would also like to see Council consider expand the Diamond Square CRA beautification program to make it a city-wide program. He would like to increase the program's budget to fifteen thousand dollars for both landscaping and paint.

Deputy Mayor Hearn talked about the flooding on N. Indian Circle and knows that the Public Works Director is doing some research but he would like to reach a solution for those citizens.

Mayor Blake thanked staff and Council for their hard work and noted that his wishes are the same as Council's wishes.

Ms. Neuterman circled back to Councilmember Dyal's comments about the down payment assistance program and provided clarification. She explained that this program is governed by HUD dollars. Effective June 1, those existing home prices will now be $251,000 dollars and a new home price is $255,000. Additionally, the median family income has increased about $6,000 dollars up to $82,300 dollars.

Ms. Neuterman added that the Diamond Square CRA has had discussions about offering down payment assistance which has been done in the past. After some research has been done there may be some opportunities offered through the CRA. She reiterated that the City has to follow a particular structure in order to accommodate the HUD funds that are received.

In response to Councilmember Koss's concerns about the museums, Ms. Neuterman shared that the City has contracted with the Florida Historical Society to have work done on the Leon and Jewel Collins museum. They will be cataloguing documents, materials and also creating what was part of the grant which is to include audio and visual type presentations as well as an app which will provide accessible information about the museum and the history.

Councilmember Goins asked if water/sewer connections were already established, for example, in the Michael C. Blake subdivision, if that would help lower the costs of the homes so more people could afford to live there. In response, City Manager Whitten agreed. He explained that if the City, or more specifically, if the Diamond Square CRA were able to offer down payment assistance and were able to buy down the cost of the home, than yes, an individual or a family might be more likely to afford the home.

Kristin Lortie[4] shared that she felt appreciative that this workshop was calmer, not as hasty, had a good pace to it and people were able to say what they needed to. She wished to suggest for future workshops that an announcement be made in the beginning of the meeting when public comments will be allowed that way people can gage their participation. She pointed out that sometimes people may not be able to stay for the entire session which is why it would be helpful to know a timeframe as to when they'll be able to speak.

Additionally, she explained that she liked the idea of compostables and limiting plastic usage at City events. She is hopeful that this is something the City will consider and other cities in Brevard will as well.

In acknowledgement of City Manager Whitten's comments, Ms. Lortie explained that she reviewed the workshops from last year and at a glance she noticed at least two items that changed allocations, one being $400,000 dollars and the other being $250,000 dollars which, to her point, there were still allocations that resulted in funding and that ended up becoming memorialized including the Junny Rios Park, the bathrooms at Bracco and Anderson and the Provost multi-use field. The dollars were still allocated and she is trying to be accurate and fair and is not trying to share inaccurate narratives.

Mayor Blake stated that the City is moving forward and he stands by it as well as staff and Council.

City Manager Whitten pointed out that the budget has the balance and it has to be balanced budget. He was not proposing that Council did not make final decisions on things. Council makes their final decisions within the framework of Florida Statutes on the budget. The budget is a balance of Council's needs/requests, including basic needs, which the City has tried to fund with ARPA. He acknowledged that Council has other priorities and staff will go back and review those as well. He explained that ultimately, Council is approving all of this and staff is simply making recommendations and doing the best they can.

[4] Councilmember Dyal left the meeting at 1:45pm & returned at 1:49pm

City Manager Whitten shared that one thing ARPA is giving the City the opportunity to do is provide essential government services. We are building the foundation so that the enhancements can come later. Staff is always thinking about ways to achieve what is being asked for or needed and he is very appreciative of staff for their efforts.

Mayor Blake thanked the public for sharing their input and he thanked staff for their hard work.

III. <u>Adjournment.</u>

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to adjourn the Budget Priorities & Goal Setting Workshop of May 26, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting ended at 1:55 p.m.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk
(Transcribed by Monica Arsenault, Assistant City Clerk)

Exhibit A - Budget Priorities and Goal Setting Workshop

COCOA
FLORIDA

BUDGET PRIORITIES AND GOAL SETTING WORKSHOP

5/26/22



AGENDA

- **Overview**
- **Planning and Priority Focus Areas**
- **FY23 Budget Discussion**
- **Next Session – 7/8/22**

OVERVIEW

3. Council workshops are typically scheduled to consider certain items which are not ready for final official action. The public is always welcome to attend, and is welcome to provide comments regarding workshop items to the council and staff outside a meeting. Typically workshops provide the council with an opportunity to discuss the topic of the workshop session among themselves and with city staff. Unless authorized by majority vote of council, public comment will not be heard at workshops, but public comment on workshop items will be taken at the next regular city council meeting following the workshop during delegations and/or at such time final official action is taken by the council on the workshop item.

OVERVIEW

2. At special, workshop, and emergency council meetings, that do not include a delegations portion of the agenda, the Mayor will offer the public an opportunity to speak to all items on the agenda that constitute a proposition on which the council will be taking final official action. The opportunity to speak will occur either during the delegations portion of the meeting, if any, or at such time the proposition is being considered, but in either event prior to the council taking such final official action. Under this section, the term "proposition" does not include ministerial, emergency and quasi-judicial matters as more particularly described in Section E., a through c, of these Rules.

OVERVIEW

Section 1. - Fiscal Year.

The fiscal year for the city government shall be from October 1 through September 30 of the succeeding year, unless otherwise provided by general law.

Section 2. - Submission of Budget.

The city manager shall submit his recommended budget for the ensuing fiscal year to the city council at the time prescribed by general law. The council may, by resolution, require the city manager to submit a proposed budget by a date earlier than that prescribed by general law.

WHERE WE ARE GOING

PLANNING AND PRIORITY FOCUS AREAS



COCOA
FLORIDA

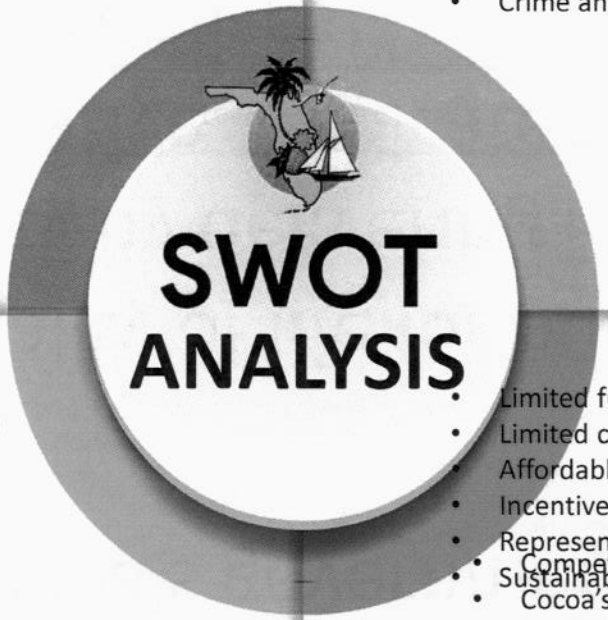
2022 SWOT ANALYSIS

STRENGTHS

- Regional Water Utility
- Cocoa Village
- Employee Knowledge
- Location
- Financial Status
- Culturally Diverse
- Abundance of Churches/Non-profits
- Educational Hub
- Tree City USA
- Center for Distribution Centers
- Dr. Joe Lee Smith Community Center
- Diamond Square Community

WEAKNESSES

- Cocoa's Image/Reputation
- Irregular City Boundaries
- Crime and the perception of crime



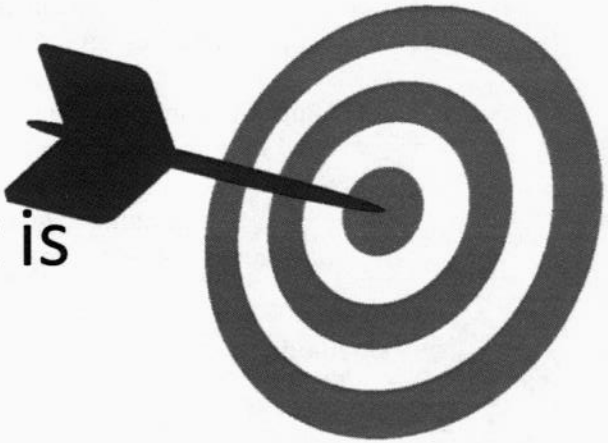
OPPORTUNITIES

- Cocoa Village
- Use of City Facilities & Amenities
- Annexations
- Expansion of Water/Wastewater Utilities
- Industrial Areas
- Brightline Station
- Cocoa's Image/Reputation
- Tradeschools and partnership with STEM and CTE programs
- Diamond Square Community
- Eco tourism
- Grant Eligibility
- More connected pathways

THREATS

- Limited funding for improvements
- Limited control over our parks
- Affordable business space for entrepreneurs
- Incentives for City employees living in the City
- Representative of the population
- Competition for municipal employees
- Sustainability
- Cocoa's Image/Reputation
- Lack of service and healthcare businesses
- Health of the Lagoon
- Lack of attainable workforce housing
- Homelessness
- Climate change (Storm surge, heat events, sea level rise)
- Unmanaged growth
- Lack of civic engagement

MISSION



The mission of Cocoa's government is

"To enrich the quality of life for our unique and diverse community by delivering Professional, Responsive, Innovative, Dedicated and Exceptional public services!"

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

VISION

We envision Cocoa as a safe, vibrant, and diverse city that values its rich history and environmental resources, while promoting an engaged and inclusive community with ample employment, housing, recreational, and social opportunities for all.

CORE VALUES

Integrity

Conducting ourselves in a moral, ethical, and honest manner.

Accountability

Citizens, Staff and City Council taking ownership and responsibility to promote public trust.

Community Engagement

Encouraging community participation, inclusivity and awareness so that all residents feel they have an opportunity to participate in their city government.

Professionalism

Serving the community competently and efficiently with character and a positive attitude.

Excellence

Providing responsive and exceptional customer service.

Respect

Treating the public and one another with dignity, consideration and compassion.

PRIORITY AREAS

COCOA
FLORIDA





PUBLIC SAFETY &
COMMUNITY STANDARDS



PUBLIC
INFRASTRUCTURE



ECONOMIC & COMMUNITY
DEVELOPMENT



COMMUNITY OUTREACH
& ENGAGEMENT



ORGANIZATIONAL
EFFECTIVENESS



PUBLIC SAFETY/COMMUNITY STANDARDS

Provide effective and efficient public safety services that remains pro-active and allows for enhanced community relations and preparedness.

- Implement pro-active, community-based solutions to build strong community relations.
- Proactively and consistently respond to shifting crime trends and emerging social problems.
- Attract and retain a skilled community-oriented and diverse sworn and civilian workforce.
- Ensure training and readiness of Public Safety employees.



INVESTMENT IN PUBLIC INFRASTRUCTURE

Ensure safe and efficient public infrastructure that drives growth and development in an environmentally responsible manner.

- Ensure the delivery of safe, clean drinking water to all utility customers.
- Enhance the City's transportation networks. (Train, Bicycle, Walk, Drive, Public Transit, Multi-modal Brightline Station)
- Invest in environmental stewardship.
- Support a safe, accessible, well-maintained network of parks, facilities and greenspace.

ECONOMIC/COMMUNITY DEVELOPMENT

Enhance efforts to make the City of Cocoa a thriving and competitive economic driver along the Space Coast.

- Enable growth through enhanced and modernized infrastructure.
- Maintain and attract new industry, jobs and investment through targeted marketing efforts, data collection and maintenance.
- Support education, training and job readiness programs.
- Improve residential development and rehabilitation programs to ensure a diversity of housing options.



COMMUNITY OUTREACH & ENGAGEMENT

Engage residents, business owners and visitors to participate in and be informed about their community.

- Continue to find new ways to communicate and reach the entire community with the latest news and information.
- Engage residents in volunteer boards and committees through community outreach programs.
- Ensure branding standards are maintained.
- Encourage a diverse array of special events at city facilities that attract a diverse audience.



ORGANIZATIONAL EFFECTIVENESS

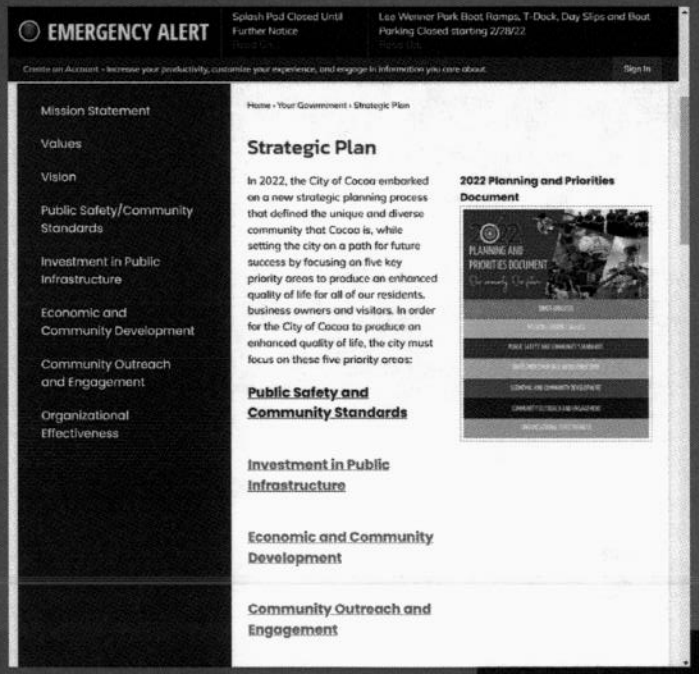
Drive efficiency with impact focused workflow and attraction and development of a qualified workforce.

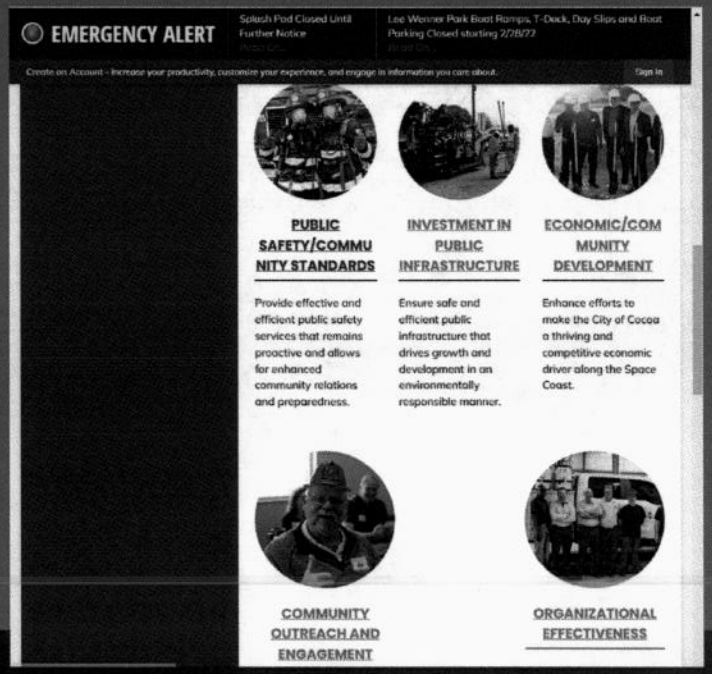
- Enhance efforts to attract, develop and support a qualified and capable workforce reflective of the community.
- Leverage the latest technology to deliver efficient and effective public services to the community.
- Improve organization efficiency and effectiveness by analyzing workflow processes.
- Maintain the City's long-term fiscal sustainability.

ONLINE DASHBOARD

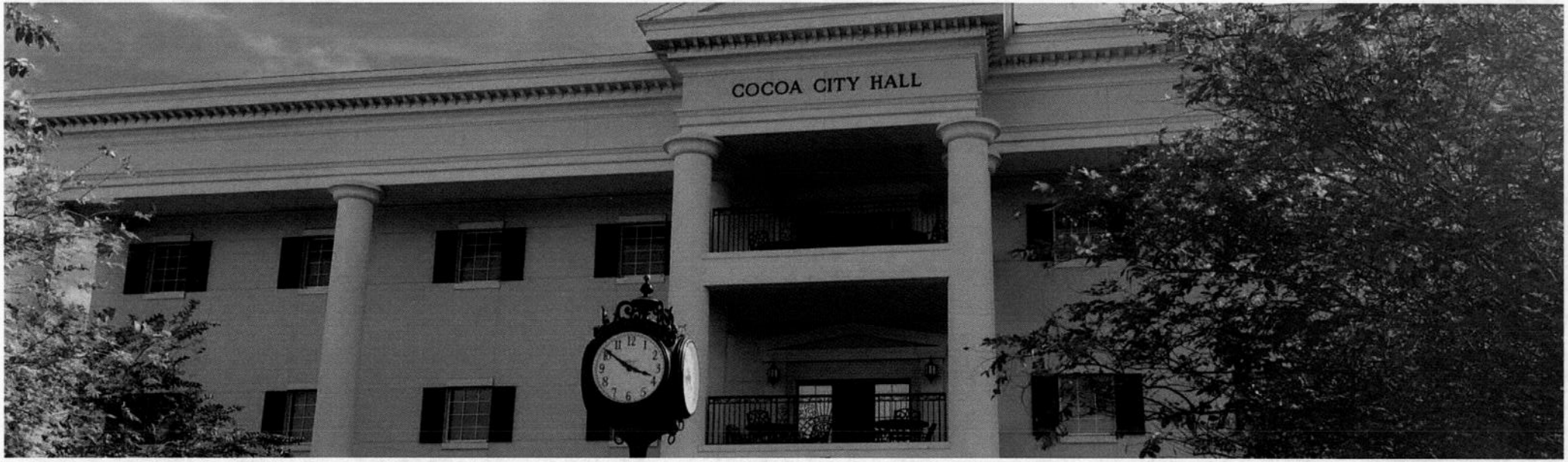
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- Check the progress of the priority areas with project updates online.





BUDGET OVERVIEW



COCOA
FLORIDA

FY 2023 Budget Calendar

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May 26/July 8, 2022

- Budget Workshops

July 26, 2022

- Tentative Millage (TRIM)

August 9, 2022

- Preliminary Fire & Stormwater Assessment

August 23, 2022

- Final Fire & Stormwater Assessment Public Hearings

September 13, 2022

- First Millage/Budget Hearing

September 27, 2022

- Final Millage/Budget Hearing



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New Money (Estimates)

FY23 Preliminary Budget	
Property Tax Increase 8% **(Current Millage Rate)**	$611,948
Fire Assessment (3%)	$87,000
Utility/Stormwater Indirect Cost Allocations (3%)	$656,205
Utility Return on Investment (ROI)	($264,008)
County (Lee Wenner Park)	($65,000)
Total Estimated Increase in Revenue:	**$1,026,145**



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Increased In Expense (Estimates)

FY23 Budget Requests	
General Fund (GF) Personal Services Increase (3% salaries/10% insurance)	$966,984
(GF) Fuel (45% increase in Fuel since 10/21)	$149,607
(GF) Utilities (Electric and Water/Sewer) (27%)	$179,228
(GF) New Operating Requests	$475,075
Total Estimated GF Expense Increases:	**$1,770,894**
Estimated Shortfall in Departmental Requests	**($744,749)**



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FY23 General Personal Services and Operating Requests

DEPARTMENT	PERSONAL SERVICES	OPERATING	TOTAL REQUESTS
POLICE	$10,268,401	$1,398,430	$11,666,831
PUBLIC WORKS	$3,231,465	$5,892,440	$9,123,905
FIRE	$6,100,050	$1,159,920	$7,259,970
FINANCE	$3,088,394	$822,032	$3,910,426
GENERAL OPERATIONS	$809,377	$2,498,369	$3,307,746
INFORMATION TECH	$951,403	$1,470,402	$2,421,805
CITY MANAGER	$1,202,827	$106,845	$1,309,672
ADMIN. SERVICES	$983,670	$60,075	$1,043,745
GROWTH & ECONOMIC DEV.	$486,315	$104,335	$590,650
CITY COUNCIL	$121,467	$83,422	$204,889
COMMUNITY SERVICES	$147,195	$12,985	$160,180
EMERGENCY DISASTER	-	$80,140	$80,140
TOTALS:	**$27,390,564**	**$13,689,395**	**$41,079,959**



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FY23 General Capital Requests

DEPARTMENT	TOTAL REQUESTS
POLICE	$916,438
PUBLIC WORKS	$2,183,744
FIRE	$260,590
INFORMATION TECHNOLOGY	$95,000
TOTAL REQUESTS:	**$3,455,772**

WATER/SEWER CAPITAL REQUESTS



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PROJECT	
WT46 Ozone Improvements	$3,900,000
Pipe Infrastructure	$3,000,000
36" Sykes Creek Main	$1,900,000
Internal Recycling Pump	$1,761,000
Reactor Clarifier	$1,500,000
New Well	$750,000
Program Management	$700,000
All Other Under $500,000:	$4,295,000
Total:	**$17,806,000**

STORMWATER CAPITAL REQUESTS

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PROJECT	
Annual Pipe Lining	$160,000
Water Quality	$40,000
Baffle Box	$60,000
Floating Wetlands	$50,000
Inspection Camera	$18,000
Mounted Pump	$42,600
Total:	**$370,600**

Funded by Revenue

FY 2023 GENERAL FUND CAPITAL REQUESTS FUNDING SCENARIOS

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PUBLIC WORKS	ANNUAL STREET PAVING	$300,000
POLICE	RADIOS P25 (26)	$135,050
POLICE	VEHICLES (2)	$117,166
FIRE	RADIOS P25 (12)	$89,200
I.T.	SERVER	$50,000
I.T.	TRICASTER	$45,000
GENERAL OPERATIONS	*RESOURCE ASSISTANCE ANR	$50,000
PUBLIC WORKS	HVAC	$41,000
POLICE	*GAS MASKS	$31,520
FIRE	SMOKE EJECTOR FANS (3)	$21,400
POLICE	GAS MASK TESTER MACHINE	$8,000
TOTAL:		**$888,336**
*NON-CAPITAL FUNDED BY FUND BALANCE		

COULD BE FUNDED BY GENERAL FUND - FUND BALANCE

SLFRF (ARPA)– Final Rule



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Potential Project Reallocation (Use of Remaining Funds)	Amount
Parks Cost Overruns (30% Estimate)	$690,000
Fire Pumper Truck	$634,500
Stormwater Gradall	$483,097
Police Vehicles (5)	$290,000
Fire Training Trailer	$246,184
Stormwater Dump Truck	$202,000
Total Available for New Projects	**$2,545,781**

FY 2023 NEW PERSONNEL REQUESTS



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DEPARTMENT	PERSONNEL	EQUIPMENT
POLICE: Deputy Chief, Commander and 20 Police Officers	$1,742,436	$1,971,064
PUBLIC WORKS: Maintenace Worker II, Custodial Worker and Administrative Assistant	$188,717	Not Available
FIRE: Deputy Director of Emergency Management	$125,805	Not Available
CITY CLERK: Records Clerk	$62,666	Not Available
LEISURE SERVICES: Reorganization	$17,705	NA
Total General Fund Requests:	**$2,137,329**	**$1,971,064**

COCOA CITY COUNCIL

DISCUSSION/PRIORITIES



COCOA
FLORIDA



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COUNCIL DISCUSSION ITEMS/ISSUES

- Solid Waste CPI Increase
- Utility Return on Investments (ROI)
- Planning & Zoning Fee Increases
- Building Fee Increases
- Fire Inspection Fees
- Engineering Plan Review Fee
- Stormwater Rates
- Fire Assessments
- Water and Sewer Rates
- Reliance on Fund Balance to fund Capital

FY 2023 COUNCIL PRIORITIES

- Old Dr. Joe Lee Smith Community Center
- Museums
- Homeless Initiatives
- Additional Street Paving
- J & K Septic to Sewer Conversion
- Capital Improvements within Parks
- Operating and Maintaining City Parks
- Subsidized Bus Routes
- Trailheads at Cocoa Conservation Area
- Enhanced Law Enforcement
- Facilitation of a Brightline Train Station in Co
- Facilitation of Attainable Workforce Housing

FY 2023 COUNCIL/CRA PRIORITIES?

- Fishing Pier
- Civic Center Renovations
- Cocoa Village Parking
  - On Street
  - Parking Lots
  - Lee Wenner
- Mooring Field
- Harrison Street Streetscape
- Enhanced Law Enforcement

PUBLIC COMMENT

COCOA
FLORIDA



COCOA
FLORIDA



QUESTIONS
Next Session 5/26/22

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Legislation Details (With Text)

File #:	22-453	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	8/1/2022			**In control:**	City Council
On agenda:	8/9/2022			**Final action:**	
Title:	Proclamation: "Central Brevard Humane Society 70th Anniversary". (Theresa Clifton)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard Humane Society 70th Anniversary.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 1, 2022
Agenda Date: August 9, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Proclamation: "Central Brevard Humane Society 70th Anniversary".

BACKGROUND:

At the request of Theresa Clifton, Executive Director of the Central Brevard Humane Society, a proclamation is being presented in regards to their 70th Anniversary.

STRATEGIC PLAN CONNECTION:

n/a

BUDGETARY IMPACT:

n/a

PREVIOUS ACTION:

n/a

RECOMMENDED MOTION:

Proclamation: "Central Brevard Humane Society 70th Anniversary".

PROCLAMATION

WHEREAS, *the Brevard Humane Society ("BHS"), a private, not-for-profit 501(c)(3) organization, was founded in 1952 and is the oldest established animal welfare organization in Brevard County; and*

WHEREAS, *BHS started as a small shelter established by a compassionate group of volunteers, BHS has grown over the past 70 years to become Brevard County's largest animal welfare organization; and*

WHEREAS, *in 1962, Brevard County donated property, in Cocoa, to BHS to operate an animal shelter and BHS continues to operate its main shelter, Low-Cost Wellness Clinic and Heavenly Paws Chapel at this location; and*

WHEREAS, *BHS is the community's leading advocate for homeless, displaced, and abandoned animals and is a local leader in the "no kill" movement dedicated to speaking for those who cannot speak for themselves; and*

WHEREAS, *BHS offers programs and services to educate, inform and inspire people to take responsible care of their pet(s) and to treat animals with the kindness they deserve; and*

WHEREAS, *in an effort to support their mission of ending the cycle of pet overpopulation, in 2009 BHS opened a Spay and Neuter Clinic, in Cocoa, which also provides low-cost veterinary services; and*

WHEREAS, *BHS operates four Molly Mutt thrift shops, the Heavenly Paws Chapel and the Bed & Biscuit to serve our community and support BHS's mission of saving homeless animals; and*

WHEREAS, *BHS is self-sustaining and operates solely from its services provided, retail sales from the four Molly Mutt thrift shops, grants, and generous contributions from the community; and*

WHEREAS, *BHS is deserving of recognition for its dedication, efforts and successes in helping many of the most vulnerable and furry members of our community.*

NOW, THEREFORE, *I Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby recognize the many and ongoing contributions of the Brevard Humane Society and congratulate the Brevard Humane Society on celebrating its 70th anniversary.*

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 9th day of August, 2022.*

Michael C. Blake

Mayor

ATTEST: Carie Mealy

City Clerk

Legislation Details (With Text)

File #:	22-373	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	6/23/2022			**In control:**	City Council
On agenda:	8/9/2022			**Final action:**	
Title:	Authorize the City Manager to execute the Agency Cost-Share Agreement between the Indian River Lagoon (IRL) Council and the City of Cocoa (IRL2022-03) for the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project, Design and Engineering. Approve a Resolution Amending the FY22 Budget, BAF# 22-115-A recognizing the IRL National Estuary Program (NEP) Funding Revenue and Transferring Funds from another project to cover the increased cost. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Conceptual Plan.jpg Internal Grant Application - FY 22 Rev - eForm - IRLNEP - FY 2023 - Category 1 Proposal - City of IRLNEP - FY 2023 - Category 1 Proposal - City of Cocoa Florida - Dixon Blvd at Indian River Drive Project Map.jpg Budget Resolution FY 2022- ADA Compliant for Agenda Item 22-373.pdf BAF 22-115-A-SW-Adtl Engineer Costs - Dixon Blvd (7-26-22) Agenda 22-373.pdf Cocoa & IRL NEP Dixon Blvd at IRD Water Quality and Resiliency Project Agreement 2022-03.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 23, 2022
Agenda Date: August 9, 2022
Prepared By: Abigail Morgan, P.E., Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Authorize the City Manager to execute the Agency Cost-Share Agreement between the Indian River Lagoon (IRL) Council and the City of Cocoa (IRL2022-03) for the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project, Design and Engineering. Approve a Resolution Amending the FY22 Budget, BAF# 22-115-A recognizing the IRL National Estuary Program (NEP) Funding Revenue and Transferring Funds from another project to cover the increased cost.

BACKGROUND:

On January 25, 2022, Council approved applying for the Indian River Lagoon National Estuary Program (NEP) Category 1 Grant funds in the amount of $40,000 for the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project with a 50% match. The IRL Council provided an initial agreement that reflected funding in the amount of $40,000 for the total project estimated cost of $80,000.

An after the fact Project proposal provided by the consultant estimated the project cost at $119,906. The IRL Council then provided a revised agreement to match approximately 33% of the total cost of the Project, and the cost-share not to exceed $40,000.

Since the original estimated cost was $80,000 with a cost-share 50% match, $40,000 was budgeted in FY23 for this project. However, as stated above, the total project cost is $119,906. The $39,906 shortfall will be funded by the Stormwater Utility Fund. Upon the completion of the design, the Stormwater Division will seek additional funding assistance for the construction of this Project.

STRATEGIC PLAN CONNECTION:

Comprehensive Plan GOAL 9.1: The natural resources of the City's coastal planning area shall be preserved, protected or enhanced, as physically, fiscally, and practically feasible in light of impacts from sea level rise, to provide the highest possible water quality, habitat for fish and wildlife and use for public recreation while safeguarding human life, property and public expenditures.

BUDGETARY IMPACT:

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

BAF 22-115-A
FY 2022

Amount	Up to $40,000
Account Number	423-0000-338.10-05
Account Name	Shared Revenue IRL NEP

Amount Requested	$(39,906)
Account Number	423-3570-538.63-00 SW22EJ
Account Name	Infrastructure

FY 22 Request

Amount Requested	$79,906
Account Number	423-3570-538.63-00 SW21RE
Account Name	Infrastructure

FY 23 Request Included with the Adopted Budget

Amount	$40,000
Account Number	423-3570-538.63-00 SW21RE
Account Name	Infrastructure

Total Project Request: $119,906 SW21RE

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_

__X_ Cost-Share Agreement Revenue_
____ Bond:_
____ Reserves Source:_
__X__ Transfer Acct #:423-3570-538.63-00

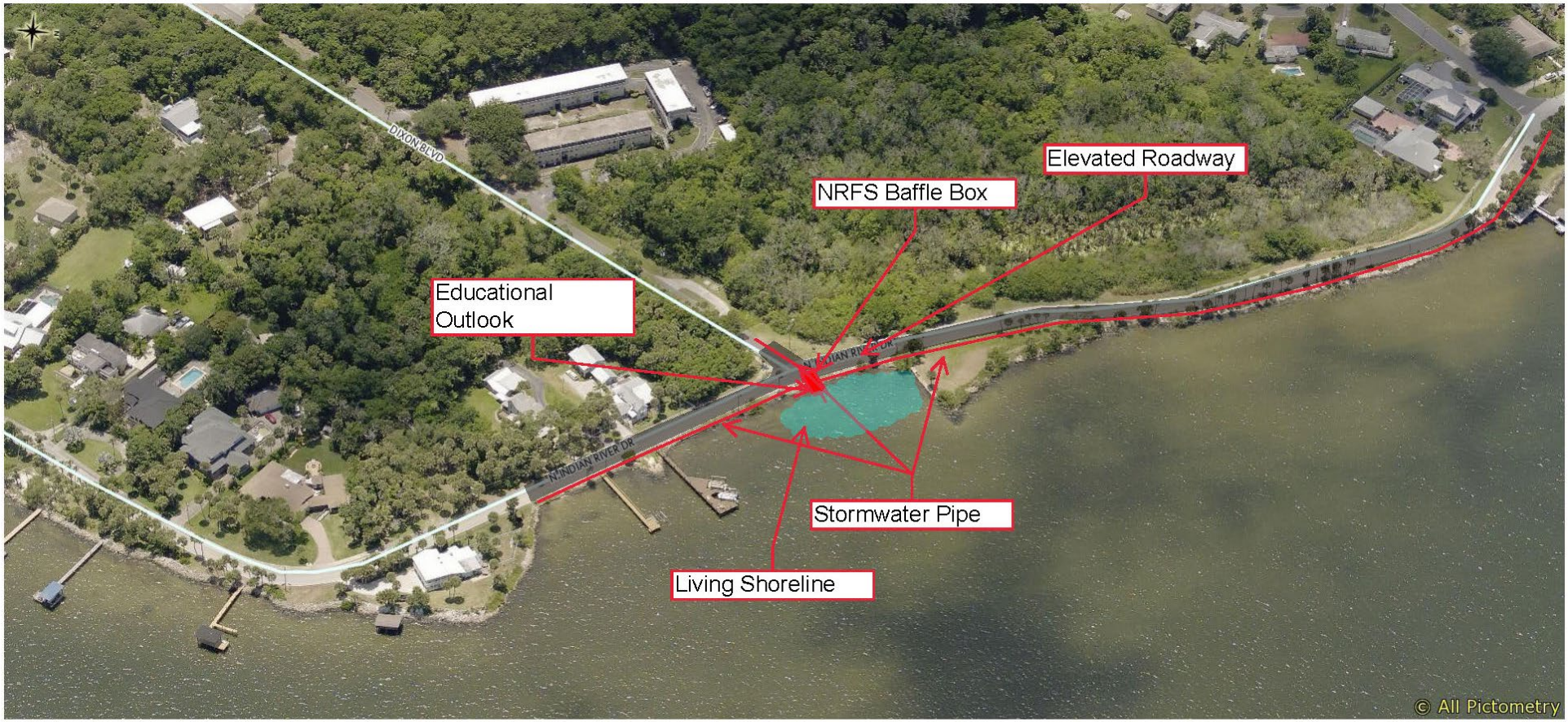
PREVIOUS ACTION:

On January 25, 2022, Council approved applying for the Indian River Lagoon National Estuary Program (NEP) Category 1 Grant funds in the amount of $40,000 for the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project with a 50% match.

RECOMMENDED MOTION:

Authorize the City Manager to execute the Agency Cost-Share Agreement between the Indian River Lagoon (IRL) Council and the City of Cocoa (IRL2022-03) for the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project, Design and Engineering. Approve a Resolution Amending the FY22 Budget, BAF# 22-115-A recognizing the IRL National Estuary Program (NEP) Funding Revenue and Transferring Funds from another project to cover the increased cost.

Conceptual Plan



INTERNAL GRANT APPLICATION FORM

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

DEPARTMENT: Public Works	**DIVISION:** 3570
POINT OF CONTACT: Bryant Smith	**PROJECT MANAGER:** Abigail Morgan
NAME OF GRANT: Indian River Lagoon National Estuary Program Cat 1 Grant	
CFDA#/CFSA#:	**FUNDING AGENCY:** IRL NEP
AMOUNT REQUESTED: $ 40000	**GRANT DUE DATE:** 01/07/2022

PROJECT DESCRIPTION:

This project will provide stormwater treatment and resiliency at Dixon and Indian River Drive (IRD). The project will elevate the roadway providing resiliency and safety. Also, an existing 19"x30" drainage pipe will be transitioned from a direct untreated outfall to the Indian River to a NRFS Baffle Box. This project will also seek to tie in additional untreated outfalls on IRD to treat stormwater prior to entering the Indian River. This should provide treatment to two or more direct outfalls, out of the over 65 within the City of Cocoa, to the Indian River. This project helps to address four of the CCMP Vitals, which are listed in the table above. The NRFS will help treat stormwater and remove trash before entering into an impaired body of water. The City of Cocoa anticipates including a small pedestrian and bicycle lookout at the discharge location. This will provide a much-needed rest stop for both bicyclists and pedestrians using the Indian River Scenic Drive. An educational display will be included showing the benefits of this project and by providing resources to users on what they can do to help achieve our goal of a clean lagoon. The preliminary design of this project is currently underway. The requested funding within this proposal is for the final design and permitting needed prior to construction.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 40000	**TARGET DATE TO COUNCIL:** 01/25/2022
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** Completion

WHAT ARE THE REPORTING REQUIREMENTS?

End of Fiscal Year

FUTURE REQUIREMENTS TO CONSIDER:

N/A

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Public Works Department
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 433-8690

To: Daniel Kolodny, IRLNEP Chief Operating Officer

From: Bryant Smith III, P.E., CFM, City of Cocoa Public Works Director and City Engineer

Date: January 5, 2022

Subject: Indian River Lagoon National Estuary Program Category 1 Water Quality Restoration Projects RFP – City of Cocoa

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Please utilize this letter as meeting the requirements of a cover letter on behalf of the City of Cocoa, grant applicant. There are no additional partners and therefore additional support letters will not be supplied. Please accept this application on behalf of the City of Cocoa for the Indian River Lagoon NEP Category 1 Water Quality Restoration Projects. The City is grateful for the opportunity to submit this application and look forward to the potential opportunity to partner with the IRLNEP through a collaborative effort to continue with the mission of restoring Our Lagoon.

Regards,

Bryant Smith

Bryant Smith III, P.E., CFM
Public Works Director and City Engineer
City of Cocoa

CC: Kathy Hill, IRLNEP Deputy Director
Stockton Whitten, City of Cocoa City Manager

City of Cocoa, Florida - Dixon Blvd at Indian River Drive Water Quality and Resiliency
Indian River Lagoon National Estuary Program
FY 2023 Proposal Application

Executive Summary

Dixon Blvd at Indian River Drive Water Quality and Resiliency Project	
Lead Organization and Partners:	City of Cocoa
Project Location	Eastern Terminus of Dixon Blvd at the intersection of Indian River Drive, in Cocoa, Florida. Lat: 28°22'52.21"N Lon: 80°44'10.72"W
Key CCMP Vital Sign(s):	Impaired Waters, Stormwater, Trash-Free Waters, Climate-Ready Estuary Citizen Engagement and Education
IRLNEP Contribution and Source:	$40,000
Partner Match:	$40,000
Total Project Cost:	$80,000

Project Description:
This project will provide stormwater treatment and resiliency at Dixon and Indian River Drive (IRD). The project will elevate the roadway providing resiliency and safety. Also, an existing 19"x30" drainage pipe will be transitioned from a direct untreated outfall to the Indian River to a NRFS Baffle Box. This project will also seek to tie in additional untreated outfalls on IRD to treat stormwater prior to entering the Indian River. This should provide treatment to two or more direct outfalls, out of the over 65 within the City of Cocoa, to the Indian River. This project helps to address four of the CCMP Vitals, which are listed in the table above. The NRFS will help treat stormwater and remove trash before entering into an impaired body of water. The City of Cocoa anticipates including a small pedestrian and bicycle lookout at the discharge location. This will provide a much-needed rest stop for both bicyclists and pedestrians using the Indian River Scenic Drive. An educational display will be included showing the benefits of this project and by providing resources to users on what they can do to help achieve our goal of a clean lagoon. The preliminary design of this project is currently underway. The requested funding within this proposal is for the final design and permitting needed prior to construction.

Area Treated: Approximately +/- 37 Acres
TN & TP removed: 98.36/15.538 #/year, respectively
*Note: these are preliminary numbers that would be finalized at the conclusion of the preliminary design phase.

Key Outputs (Deliverables):
- Preliminary Design – In-progress. The anticipated completion is Spring 2022.
- Final Design and Permitting – Anticipated start/finish is Fall 2022/Spring 2023.
- Construction – Anticipated start/finish is Fall 2023/Spring 2024.

Key Outcomes (Benefits to the IRL):
The three key benefits of this project include water quality, education, and resiliency. This project has the potential to treat roughly 37acres of vacant, multi-family, and single-family land-uses. This would result in approximately 98.36 lb/yr and 15.538 lb/yr of TN and TP removed, respectively.

Section 1 – Title Page

Project Title: Dixon Blvd at Indian River Drive Water Quality and Resiliency Project

Primary Applicant: City of Cocoa – Owner

CCMP Alignment	
Water Quality - Impaired Waters	The Indian River Lagoon Basin is currently an impaired state water and this project is located within the North Indian River Lagoon Basin Management Action Plan. The incorporation of a second-generation baffle box will directly help to reduce the Total Nitrogen and Total Phosphorus loadings that are currently being introduced to the lagoon through direct discharge during rain events.
Water Quality – Stormwater	The baffle box is intended to treat a 19”x30” discharge pipe and also tie in existing flumes and discharge structures to this baffle box. This would potentially eliminate two or more direct discharges into the Indian River Lagoon. These treatment areas include single-family residential, multi-family residential, and commercial zoning areas.
Habitat Quality – Living Shorelines	The implementation of a living shoreline within the adjacent City of Cocoa-owned property and right-of-way will provide habitat and resiliency to this particular coastline. The resiliency will also help to protect the elevated roadway that is being proposed as part of this project. Note that the implementation of this will be subject to the final funding amount.
Healthy Communities – Trash-Free Waters	The baffle box will help to remove trash and debris before it enters the lagoon.
Living Resources – Climate Ready Estuary	As part of this project, a portion of Indian River Drive and Dixon Blvd will be elevated. This roadway is anticipated to be elevated above the 100-year flood elevation and also take into consideration future sea-level rise to prevent reoccurring inundation of water over the roadway. This will help to reduce the flooding chances during tropical systems, which will help to prevent various petroleum-based chemicals and other debris from receding into the lagoon as water levels normalize.

Communicate-Collaborate-Coordinate – Citizen Engagement and Education	The incorporation of an educational scenic outlook at the terminus of the Dixon Blvd R/W would provide an opportunity for bicyclists and pedestrians to physically view a living shoreline. A kiosk would also be implemented describing the benefits of this project and provide resources for the general public to learn more about the initiative to restore the Indian River Lagoon.

Section 2 – Project Proposal Detail

A. Project Overview

This project is located in the City of Cocoa, Florida at the intersection of Dixon Blvd. and Indian River Drive. The City of Cocoa has three census tracts identified as Federal Opportunity Zones. The majority of the City of Cocoa has also been identified in five census tracts as a Hub Zone. The City also has an Enterprise Zone, established by the State of Florida. All of these zones encourage business development, expansion and job creation in economically distressed areas.The project encompasses five key components related to this particular land area that is directly adjacent to the Indian River Lagoon, which lies east of Indian River Drive. Elevating the roadway above the 100-year flood elevation will provide transportation resiliency to this roadway by reducing the likelihood of catastrophic flooding events due to storms and long-term sea-level rise. By incorporating a second-generation nutrient removal filtration system (Baffle Box), stormwater within this drainage area will be treated to remove Total Nitrogen, Total Phosphorus, and Total Suspended Solids by way of the media within the box. This reduction in nutrients will help decrease the contributions to harmful algae blooms. The reduction of TSS also helps to reduce turbidity, which in turn may allow more sunlight to reach the river bottom, enhancing the opportunity for sea-grass growth. The baffle box will also capture various debris and trash, providing for a healthier lagoon and associated animals using this estuary. The reduction in trash provides a strong emotional benefit to people as well. The incorporation of a scenic look-out with educational information not only educates but also engages many locals and visitors to this area. Indian River Drive is a scenic roadway that is traveled by bicyclists and pedestrians all over the country. In addition, the United States Bike Route 1 Realignment was recently approved to shift this national bike route from U.S. Highway 1 to Indian River Drive, which will further increase the visibility of this project. There is also another opportunity to include a living shoreline in this area as part of the project. Due to the multiple aspects of the project as listed above and consideration of funding, that may be included as part of the design pending the amount of available funding.

B. Quantify Project Outputs (Deliverables)

There are three key project deliverables to this:

a. Preliminary Design – This is currently underway and is being 100% funded by the City of Cocoa. This will help to define the future final design plan and is anticipated to be completed by the Spring of 2022.

b. Final Design and Permitting – This is the portion that the project funding is being sought after with this application. The estimated cost of this phase is $80,000, which is intended to have a 50% cost share between IRLNEP and the City of Cocoa. This design effort would begin in the Fall of 2022, with an anticipated completion date in the Spring of 2023. All Federal, State, and Local permits will be in place at the conclusion of this phase.

c. Construction – Construction will be applied to as a separate future phase. It is not included at this time for a multi-year request due to the minimal information related to the actual construction costs of this project at this point in time. That coupled with current inflation, the City of Cocoa Staff felt it would be best to wait until costs are more clearly defined. The start date for this would be projected at Fall of 2023 and finish by Summer of 2024. The City of Cocoa also anticipates seeking additional funding sources for this project.

C. Project Outcomes (benefits to the IRL)

This project provides immediate benefits to water quality, stormwater, and education. Long-term benefits include increased education by way of the volume of people that would utilize the look-out. This also provides short, medium, and long-term resiliency to the roadway by helping to decrease the likelihood of flooding events that will inundate this section of Indian River Drive. By preventing the river from rising over the roadway, this also benefits the water quality since those nutrients and petroleum-derived nutrients would typically be washed into the river during those highwater events. The reduction in nutrients being introduced to the lagoon by this project will contribute to the overall goal of the NEP to improve water quality and decrease untreated stormwater runoff.

D. Technical Merit / Justification

The urgency is clear as it relates to the Indian River Lagoon. The latest report card through the Marine Resources Council indicates that water quality may be slightly improving but overall is still very poor. This specific region is one of the lowest scorings according to recent reports and implementing proven technology along with education is a key component to helping restore the lagoon. As previously mentioned, this project is located on one of the most popular scenic roadways in the County, with people from all over the Country traveling this corridor on bike and foot. The baffle box has the ability to provide high removal rates of contaminates and nutrients during each rain event. The scenic look-out will educate people on a daily basis to help spread the message that our lagoon needs help. This signage will show the benefits of this project and provide resources on how each person may get involved. The design will be completed within the timeframe allotted with every intention to stay within budget. If under budget, the design will seek to incorporate additional items, like a Living Shoreline near the scenic look-out.

E. Partner and Local Commitment

The City of Cocoa is part of the Indian River Lagoon Basin Management Action Plan and has a required Total Maximum Daily Load Requirement as part of that basin management action plan. The City of Cocoa also has a 10-year stormwater work plan and has recently revamped how the Stormwater

Utility, which is an enterprise fund, collects revenue. This project has the potential to address three projects within that plan under one effort. The City of Cocoa has been successful in creating regional stormwater systems, implementing LID technologies, and also has previous experience with Second-Generation NRFS and First-Generation Litter Removal Baffle Boxes.

F. Project Readiness

The preliminary engineering is currently underway and will be completed this Spring of 2022. The next phase will be final engineering and permitting, which is anticipated to commence in the Fall of 2022. That phase, which is what this proposal is seeking, will be completed by Spring of 2023. This will include final engineering plans and all Federal, State, and Local permits required for the work to be completed.

G. Project Monitoring / Evaluation and Maintenance Plans

The success of the roadway elevation project will be monitored by measuring the water levels during tropical systems against the roadway to determine the effectiveness of elevating the roadway. Maintenance will be performed on the Baffle Box per FDEP recommendations as part of the City of Cocoa's National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit. In addition, since this project will be added to the City of Cocoa's Basin Management Action Plan North Indian River Lagoon Project List, the annual nutrient removal rates will be reported as part of the FDEP Statewide Annual Report. The City of Cocoa will seek to include a QR type code on the signage to help determine the number of "hits" the link has. All maintenance will be performed by the City of Cocoa Stormwater Division.

H. Project Sustainability

The project may seek construction funding in the future, but not at this time. This is due to some of the uncertainty related to construction costs and the infancy of the preliminary design at this point. When the City of Cocoa has a shovel-ready project, multiple funding sources will likely be sought out, including from the IRLNEP.

I. Citizen Engagement / Volunteers

This project will not directly involve Citizens or volunteers in the actual implementation of the design or construction. However, the scenic lookout will engage citizens in the future and provide a clear message that they can share about this project and other efforts to help restore the Indian River Lagoon.

J. Experience and Past Performance

The City of Cocoa is very familiar with both first-generation and second-generation baffle boxes and has successfully implemented these projects in the past. The City of Cocoa has also worked through the Florida Department of Environmental Protection and Save Our Indian River Lagoon for a NRFS

baffle box on Church Street. In terms of water quality projects alone, the City of Cocoa has demonstrated the ability to conceptualize and successfully complete multiple LID, retrofit, and both Federal and State grant-funded projects. This project has not received any previous funding from sources other than the Stormwater Assessment Fee, through the Stormwater Division. The Church Street Baffle Box was completed within the last 5 years which included tying in a baffle box into an existing, untreated stormwater discharge into the Indian River Lagoon. The City has also implemented LID technologies with the implementation of pervious pavers as part of the Florida Avenue Streetscape project and construction of a new dry detention pond to help treat a previously untreated area. The City of Cocoa has also implemented mechanical harvesting techniques to remove vegetation from stormwater ponds. Floating wetlands have been installed in multiple stormwater ponds to help absorb nutrients and provide much-needed fish and wildlife habitat within these ponds.

Section 3: Project Funding

Partnership and Cost Sharing

Summary Budget Table		
Budget Category	**Cash**	**In-Kind**
Total Project Cost	$80,000	N/A
Funds Requested from IRL Council	$40,000	N/A
Applicant Matching Funds	$40,000	N/A
% Match	50%	N/A

Detailed Project Budget Table				
Task Line Item	**Deliverable**	**IRLNEP Funding Amount**	**Cost Share Funding Amount**	**Source of Cost-Share Funding (Cash/In-kind)**
1	Preliminary Engineering	0	$32,615.90	Cash
2	Final Engineering and Permitting	$40,000	$40,000	Cash
3	Construction (Future Application)	TBD	TBD	Cash
	Summary Costs	$40,000	$72,615.90	Cash
	Total Project Costs	$112,615.90		

View.ashx %dx%d pixels

Figure 1 – Project Map



PublicWorks_DBO_swManholes_1012019
PublicWorks_DBO_swInlets_1012019
PublicWorks_DBO_swEndStructure_1012019

PublicWorks_DBO_swCulverts_1012019
Reinforced Concretre
Corrigated
Plastic
PVC
Clay

1:4,514

0 185 370 740 ft

0 55 110 220 m

Brevard County Property Appraiser Office, Esri, NASA, NGA, USGS, FEMA,

ArcGIS Web AppBuilder

Esri Community Maps Contributors, Brevard County, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | Brevard County Property Appraiser Office | Brevard BOCC GIS |

https://cocoa.legistar.com/View.ashx?M=F&ID=11111200&GUID=17F49ED4-491A-49FE-9CA5-71E2DA769AC6[8/5/2022 12:46:34 PM]

RESOLUTION NO. 2022-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; and

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

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

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

SECTION 1. The 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 26th day of July, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-115-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 07/12/22

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 40,000	423-0000-338.10-05	SW21RE	Shared Revenue Local Unit	$ 0	$ 0	$ 40,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 40,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 39,906)	423-3570-538.63-00	SW22EJ	Infrastructure	$ 475,000	$ 545,455	$ 505,549	$ 338,638
$ 79,906	423-3570-538.63-00	SW21RE	Infrastructure	$ 475,000	$ 545,455	$ 625,361	$ 338,638
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 40,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Dixon Blvd at Indian River Drive Water Quality and Resiliency Project initial design and permitting cost was estimated at $80,000. Per SOIRL agreement we will receive $40,000 in revenue. The proposal for the design and permitting cost from the engineer is $119,906. The additional $39,906 is to be funded by the Stormwater Utility Fund in FY22 and the $40,000 match is budgeted in FY23. Agenda 22-373

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 07/26/22 ***RESOLUTION #:*** 2022-079

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

Abigail Morgan Digitally signed by Abigail Morgan Date: 2022.07.12 09:21:29 -04'00'	7/21/22	Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.07.21 10:07:30 -04'00'			
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
Abigail Morgan Digitally signed by Abigail Morgan Date: 2022.07.21 09:16:48 -04'00'	7/21/22	Lora Howell Digitally signed by Lora Howell Date: 2022.07.21 10:08:51 -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 #: _____

Contract# IRL2022-03
Encumbrance# GL01-1894

AGENCY COST-SHARE AGREEMENT BY AND BETWEEN THE IRL COUNCIL AND CITY OF COCOA FOR THE DIXON BLVD. AT INDIAN RIVER DRIVE WATER QUALITY AND RESILIENCY PROJECT, DESIGN AND ENGINEERING

THIS AGREEMENT ("Agreement") is entered into between the IRL COUNCIL ("Council"), whose address is1235 Main Street, Sebastian, Florida 32958, and CITY OF COCOA, whose address is 65 Stone Street, Cocoa, Florida 32922 ("Recipient"). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and the Council has been authorized by the United States Environmental Protection Agency to be the local sponsor for the Indian River Lagoon National Estuary Program.

Pursuant to the IRL Council Interlocal Agreement, the Council is responsible for managing the Indian River Lagoon National Estuary Program.

The Council has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the management of the water resources of the Indian River Lagoon.

The parties have agreed to jointly fund the following project to benefit the water resources in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter "the Project"):

Project description: The objective of this project is to complete the design and engineering phase which once constructed will treat roughly 37 acres of vacant, multi-family, and single-family land-uses. This would result in approximately 98.36 lbs/yr and 15.538 lbs/yr of TN and TP removed, respectively.

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A- Statement of Work; and (3) other attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

(a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2023 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance on October 1, 2022 and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions.

(b) This Agreement constitutes an offer until authorized, signed and returned to the Council by Recipient. This offer terminates forty-five (45) days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the

Council's Project Manager, stating the reason(s) therefor. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.

2. DELIVERABLES. Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The Council's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the Council will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the Council arising from or by reason of this Agreement.

3. OWNERSHIP OF DELIVERABLES. Unless otherwise provided herein, the Council does not assert an ownership interest in any of the deliverables under this Agreement.

4. AMOUNT OF FUNDING

(a) **Compensation.** For satisfactory completion of the Project, the Council shall pay Recipient approximately thirty three percent (33%) of the total cost of the Project, but in no event shall the Council cost-share exceed $40,000. The Council cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the Council's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

(b) **In-Kind Services.** Recipient agrees to provide $40,000 in the form of cash and/or in-kind services for the Project, as further described in the Statement of Work, which shall count toward Recipient's total cost-share obligation of $79,906.

5. PAYMENT OF INVOICES

(a) **Submission of Invoices**. Recipient shall submit one invoice upon successful completion of the Project by one of the following two methods: (1) by mail to the IRL Council, 1235 Main Street, Sebastian, Florida 32958, or (2) by e-mail to kolodny@irlcouncil.org. The invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. It shall include a copy of contractor and supplier invoices to Recipient and proof of payment. For all approved expenses incurred on or after October 1, 2022, Recipient shall be reimbursed for approximately thirty three percent (33%) of approved costs or the not-to-exceed sum of $40,000, whichever is less. The Council shall not withhold any retainage from this reimbursement. If necessary, for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

(b) **End of Council Fiscal Year Reporting.** The Council's fiscal year ends on September 30. Irrespective of the invoicing frequency, the Council is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project

completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.

(c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the Council's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the Council, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**

(d) **Invoice Requirements.** All invoices shall include the following information: (1) Council contract number; (2) Council encumbrance number; (3) Recipient's name and address (include remit address, if necessary); (4) Recipient's invoice number and date of invoice; (5) Council Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (8) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

(e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost that is borne by Recipient.

(f) **Payments withheld.** The Council may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the Council from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

(g) **Annual budgetary limitation.** For multi-fiscal year agreements, the Council must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the Council's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the Council to receive this request is August 1 of the then- current fiscal year. The Council may in its sole discretion prepare a Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. LIABILITY AND INSURANCE. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers and employees.

Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations, which may include participation in a self-insurance program.

7. FUNDING CONTINGENCY. This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) revenues appropriated by the Council's Board of Directors; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the Council's Board of Directors for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the Council shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the Council may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. PROJECT MANAGEMENT

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

COUNCIL	RECIPIENT
Daniel Kolodny, Project Manager	Bryant Smith III, P.E., Public Works Director
IRL Council	City of Cocoa
1235 Main Street	65 Stone Street
Sebastian, FL 32958	Cocoa, FL 32922
(772) 216-7148	(321) 433-8770
E-mail: kolodny@irlcouncil.org	E-mail: bsmith@cocoafl.gov

(b) The Council's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating Council policies and decisions regarding all matters pertinent to performance of the Project. The Council's Project Manager may also issue a Council Supplemental Instruction (CSI) form, Attachment B, to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the CSI. A CSI may not be used to change the Total Compensation, quantity, quality, or the Completion Date of the Work, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING

(a) **Progress Reports.** Recipient shall provide to the Council Project update/status reports as

provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by Council's Project Manager and Recipient, and may include emails, memos, and letters.

(b) **Performance Monitoring.** For as long as the Project is operational, the Council shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the Council any data that is requested pertaining to performance of the Project.

10. TERMINATION. The IRL Council may terminate this Agreement without cause upon 10 days written notice. In such event Recipient shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the Council shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the Council shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice. In such event, Recipient shall refund to the Council all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The Council may also terminate this Agreement upon ten (10) days written notice in the event any of material misrepresentations in the Project Proposal.

ADDITIONAL PROVISIONS (Alphabetical)

11. ASSIGNMENT. Recipient shall not assign this Agreement, or any monies due hereunder, without the Council's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the Council and any of Recipient's contractors or subcontractors.

12. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

(a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the Council, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the Council shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

(b) **Repayment of Funds.** Council funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the Council finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the Council for the same purpose; and/or (4) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.

(c) **Florida Inspectors General.** It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

13. **CIVIL RIGHTS.** Pursuant to Chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

14. **COMMUNICATION AND ACKNOWLEDGEMENT OF FUNDING**: As a granting agency, the Council achieves its mission through partnerships with state agencies, local governments, community organizations, and others. The Council requires Recipient to acknowledge the Council when describing this project or program funded in whole or in part with Council funds in any of the following products: (1) press releases, speaking engagements, and other public statements; (2) publications and other documents; (3) websites; (4) visual presentations; (5) resource guides/toolkits; (6) bid solicitations and/or; (7) social media.

15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the Council's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the Council's General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the Council and shall then be subject to judicial review upon completion of the Project.

16. **DIVERSITY REPORTING.** The Council is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The Council will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

17. **ENTIRETY OF CONTRACTUAL AGREEMENT; AMENDMENT**. The Council and the Recipient agree that this Agreement (including all exhibits, attachments, etc.) sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated in these documents. None of the provisions, terms and conditions contained in this Agreement may be added to, modified or otherwise altered, except by written instrument executed by the parties hereto.

18. **E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Recipient shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;

(d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

(e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

(f) Be aware that if the Council terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Recipient may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Recipient as a result of the termination of the Agreement.

19. FLORIDA SINGLE AUDIT ACT

(a) **Applicability.** The Florida Single Audit Act (FSAA), section 215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in section 215.97(1)(q), Fla. Stat., awarded by the Council through a project or program that is funded, in whole or in part, through state financial assistance to the Council. In the event Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.

If Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., Recipient's resources obtained from other than State entities).

(b) **Additional Information.** For information regarding the state program under the above CSFA number, University should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa/catalog.aspx for assistance. The following websites may be accessed for additional information: Legislature's Website at http://www.leg.state.fl.us/, State of Florida's website at http://myflorida.com, District of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

(c) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein in Attachment C. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the Council.

(d) **Audit Requirements**. Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by section 215.97(2), Fla. Stat., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The services/purposes for which the funds are to be used are included in the Statement of Work.

(e) **Financial Reporting**. Recipient shall provide the Council with a copy of any reports, management letters, or other information required to be submitted in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: IRL Council, Mr. Daniel Kolodny, Chief Operating Officer, 1235 Main Street, Sebastian, FL 32958. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.

(f) **Monitoring.** In addition to reviews of audits conducted in accordance with section 215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by Council staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the Council to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council's Independent Financial Auditor or the state Chief Financial Officer or Auditor General.

(g) **Examination of Records.** In addition to the Council's audit rights otherwise provided for herein, Recipient shall permit the Council or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.

(h) **Records Retention**. Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Council, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the Council.

20. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL; REMEDY. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Indian River County; (2) each party shall bear its

own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and **WAIVE THE RIGHT TO JURY TRIAL**; (4) no remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. **INDEPENDENT ENTITIES.** The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the Council. The Council is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health insurance, and tax laws pertaining to Recipient, its officers, agents, and employees.

22. **INTEREST OF RECIPIENT.** Recipient certifies that no officer, agent, or employee of the Council has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

23. **NON-LOBBYING.** Pursuant to Section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the Council under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

24. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

25. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

26. **PUBLIC RECORDS.**

(a) Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the Council's Project Manager. Each party reserves the right to cancel this Agreement for

refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

(b) **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNCIL'S CUSTODIAN OF PUBLIC RECORDS AT (772) 216-7148, KOLODNY@IRLCOUNCIL.ORG, 1235 MAIN STREET, SEBASTIAN, FLORIDA 32958.**

(c) Recipient shall keep and maintain public records required by the Council to perform the Project.

(d) Upon request from the Council's custodian of public records, Recipient shall provide the Council with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law.

(e) Recipient 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 contract term and following completion of the contract if the contractor does not transfer the records to the Council.

(f) Upon completion of the contract, Recipient may transfer, at no cost, to the Council all public records in possession of the Recipient or keep and maintain public records required by the Council to perform the service. If the Recipient transfers all public records to the Council upon completion of the contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the contract, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council, upon request from the Council's custodian of public records, in a format that is compatible with the information technology systems of the Council.

27. ROYALTIES AND PATENTS. Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the Council harmless from loss to the extent allowed by Florida law.

28. SEVERABILITY; SURVIVABILITY; WAIVER

(a) If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

(b) Any provision of the Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of the Agreement shall survive its expiration or earlier termination.

(c) Failure of either party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

IN WITNESS WHEREOF, the Parties have executed on the day and year written below. This Agreement may be executed in separate counterparts, which shall not affect its validity.

IRL COUNCIL	CITY OF COCOA
By:_____	By:_____
Duane E. De Freese, Ph.D., Executive Director	
Date: _____	Date: _____

Approved as to form and legal sufficiency

_____
Glen J. Torcivia, IRL Council General Counsel

ATTACHMENTS

Attachment A – Statement of Work
Attachment B – Council Supplemental Instruction Form
Attachment C – Contract Payment Requirements for State-Funded Cost Reimbursement Contracts

Cost-share: Agency general
Last updated: 3-16-20

ATTACHMENT A – STATEMENT OF WORK

I. PROJECT TITLE:

Dixon Blvd at Indian River Drive Water Quality and Resiliency Project (Design and Engineering)

II. INTRODUCTION/BACKGROUND:

This project once constructed will provide stormwater treatment and resiliency at Dixon and Indian River Drive (IRD). The project will elevate the roadway providing resiliency and safety. Also, an existing 19"x30" drainage pipe will be transitioned from a direct untreated outfall to the Indian River to a Nutrient Removing Filtration System (NRFS) Baffle Box. This project will also seek to tie in additional untreated outfalls on IRD to treat stormwater prior to entering the Indian River. The requested funding within this proposal is for the final design and permitting needed prior to construction.

III. PROJECT VALUE PROPOSITION STATEMENT:

The project once constructed will provide treatment to two or more direct outfalls, out of the over 65 within the City of Cocoa, to the Indian River. This project helps to address four of the CCMP Vitals, which are Impaired Waters, Stormwater, Trash-Free Waters, and Climate-Ready Estuary. The NRFS will help treat stormwater and remove trash and debris before entering into an impaired body of water. The City of Cocoa anticipates including a small pedestrian and bicycle lookout at the discharge location. This will provide a much-needed rest stop for both bicyclists and pedestrians using the Indian River Scenic Drive. An educational display will be included showing the benefits of this project and by providing resources to users on what they can do to help achieve our goal of a clean lagoon. This project has the potential to treat roughly 40 acres of vacant, multi-family, and single-family land-uses. This would result in approximately 130.52 lb/yr and 20.62 lb/yr of TN and TP removed, respectively.

IV. LOCATION OF PROJECT:

This project is located in the City of Cocoa, Florida at the intersection of Dixon Blvd. and Indian River Drive. Attached please find the Project Location Map.

V. SCOPE OF WORK (Outputs/Deliverables):

- Output 1 (Deliverable) – 60% Design
- Output 2 (Deliverable) – 90% Design and Construction Cost Estimate
- Output 3 (Deliverable) – Permits
- Output 4 (Deliverable) – Final Design
- Output 5 (Deliverable) – Final Report

VI. PROJECT TASK IDENTIFICATION:

- Task 1. 60% Design.
  The City will complete the 60% design drawing
- Task 2. 90% Design and Construction Cost Estimate.
  The City will complete the 90% design drawings and develop a construction cost estimate.
- Task 3. Permitting.
  The City will submit all the necessary permits for construction.
- Task 4. Final Design
  The City will complete the final design and construction drawings.
- Task 5. Final Report
  The City shall complete 100 percent of the project and submit a Final Report that

summarizes all the prior tasks.

VII. TIME FRAMES and DELIVERABLES*:*

- Task 1. Deliverable: 60% Design
  Deliverable: 60% Design drawings
  Deliverable due: December 31, 2022.
- Task 2. Deliverable: 90% Design and Construction Cost Estimate
  Deliverable: 90% Design drawings and a construction cost estimate
  Deliverable due: March 31, 2023.
- Task 3. Deliverable: Permits
  Deliverable: Copies of all permits required for construction
  Deliverable due: September 30, 2023
- Task 4. Deliverable: Final Design
  Deliverable: The 100% completed Final design that includes signed and sealed construction drawings.
  Deliverable due: September 30, 2023
- Task 5. Project Final Report.
  Deliverable: A Report that summarizes all activities from the prior tasks.
  Deliverable due: September 30, 2023

VIII. BUDGET:

Task line Item	Deliverable	IRLNEP Funding Amount	Cost Share Funding Amount	Cost Share Funding Source (In-kind or Cash)
1	60% Design	$17,988	$35,768	SW Utility Enterprise Fund
2	90% Design	$10, 792	$21,460	SW Utility Enterprise Fund
3	Permits	$3,858	$7,706	SW Utility Enterprise Fund
4	100% Design	$7,195	14,307	SW Utility Enterprise Fund
5	Final Report	$167	$665	SW Utility Enterprise Fund
	Summary Cost	40,000	79,906	
	Project total cost	**$119,906**		

ATTACHMENT B — COUNCIL'S SUPPLEMENTAL INSTRUCTIONS (sample)
COUNCIL SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: , Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the Council's Project Manager.

1. CONTRACTOR'S SUPPLEMENTAL INSTRUCTIONS:

2. DESCRIPTION OF WORK TO BE CHANGED:

3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Contractor's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
, Council Project Manager

Acknowledged: _____ Date: _____
, Council Contracts Administrator

cc: Contract/Purchasing file

ATTACHMENT - C

CONTRACT PAYMENT REQUIREMENTS FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

Salaries:	Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.
Fringe Benefits:	Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
Exception:	Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
Travel:	Reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved State of Florida (State) or Council travel voucher.
Other direct costs:	Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in section 273.02, Florida Statutes, for subsequent transfer to the State.
In-house charges:	Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
Indirect costs:	If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The “Reference Guide for State Expenditures” prepared by the Florida Department of Financial Services can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Legislation Details (With Text)

File #:	22-428	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	7/22/2022		**In control:**	City Council	
On agenda:	8/9/2022		**Final action:**		
Title:	Approve a 2nd Modification to the Clearlake Road Development Agreement and authorize the Mayor to sign the agreement. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Second Amendment to Clearlake Road Development Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 22, 2022
Agenda Date: August 9, 2022
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a 2nd Modification to the Clearlake Road Development Agreement and authorize the Mayor to sign the agreement.

BACKGROUND:

In 2011, the US 1 Community Redevelopment Agency approved a Development Agreement for the development of the Clearlake Isles Senior Apartments and a future development of a commercial parcel directly adjacent to the Clearlake Isles Senior Apartments. In 2016, the Development Agreement was amended to memorialize minor modifications related to the timeline and completion dates. The Agreement approved the construction of up to 120 senior housing units and a retail portion directly west of the senior housing apartments.

The Clearlake Isles Apartments received their Certificate of Occupancy in 2017 and opened in early 2018. The developer was tasked with completing the parcel to the west of Clearlake Isles as a retail/commercial type project. It is noted that the US 1 Community Redevelopment Agency sunset on September 30, 2020, and all active agreements reverted back to the City of Cocoa.

The Developer desires to further subdivide the Commercial Parcel to allow for two commercial developments adjacent to the Clearlake Isles Senior Apartments. The development of commercial properties along Clearlake road would enhance the blighted conditions on this corridor. The property will remain subject to the Land Use Restriction Agreement (LURA) that is in effect for ninety-nine years from 2016.

The Development Agreement notes three amendments:

1. The Commercial Parcel will consist of two parcels up to 11,000 square feet of floor area, meeting the conditions set forth by the City of Cocoa Zoning requirements.
2. The 24-month timeline for development is removed to allow for delays consistent with the market.
3. The Developer agrees to construct all utilities and ingress/egress facilities as intended for the projects.

STRATEGIC PLAN CONNECTION:

Economic and Community Development - Enhance efforts to make the City of Cocoa a thriving and competitive economic driver along the Space Coast.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

2011 - Development Agreement executed
2016 - Amendment # 1 to the DA executed

RECOMMENDED MOTION:

Approve a 2nd Modification to the Clearlake Road Development Agreement and authorize the Mayor to sign the agreement.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

SECOND AMENDMENT TO CLEARLAKE ROAD DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO THE CLEARLAKE ROAD DEVELOPMENT AGREEMENT ("Second Amendment") is made and executed this _____ day of _____, 2022, by and between the **CITY OF COCOA**, a Florida Municipal Corporation ("City"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **MERRITT ISLAND VENTURES, INC.,** a Florida corporation ("Developer"), whose address is 500 Sail Lane, 601, Merritt Island, Florida 32953.

WITNESSETH:

WHEREAS, Developer is the owner of approximately 1.77 acres, more or less, of real property located on the east side of Clearlake Road, south of University Lane, in Cocoa, Brevard County, Florida, with Tax Parcel ID, 24-36-20-27-*-1, which is more particularly legally described as:

Lot 1, CLEARLAKE ISLES SUBDIVISION, according to the plat thereof as recorded in Plat Book 62, Page 1, Public Records of Brevard County, Florida

(Hereinafter, "Developer's Property"), and which constitutes a portion of that certain property subject to the Development Agreement and Amended Development Agreement described herein, such entire property being more particularly legally described herein in **Exhibit A** ("Property"); and

WHEREAS, the City of Cocoa, Florida U.S. 1 Corridor Redevelopment Agency, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes ("CRA"), and Developer's predecessor-in-interest, DFP Enterprises, LLC, an Ohio limited liability company, previously entered into that certain Clearlake Road Development

Agreement, recorded in the Official Records of Brevard County at Book 6331, Page 2227 ("Development Agreement"), and that certain Amended Clearlake Road Development Agreement, recorded in the Official Records of Brevard County at Book 7285, Page 981 ("Amended Development Agreement"), which superseded the Development Agreement in its entirety, regarding the development of the Property with a multi-family and retail development (collectively referred to therein as the "Project"); and

WHEREAS, the CRA terminated and dissolved effective September 30, 2020 and, via Resolution 20-US1 0914, the CRA recognized its termination and dissolution pursuant to the terms and condition of that certain Interlocal Agreement between the CRA, City of Cocoa, and Brevard County, recorded in the Official Records of Brevard County at ORB 8617, Page 1085, and further authorized the City of Cocoa to conclude the CRA's affairs upon termination and dissolution to the extent necessary; and

WHEREAS, the City of Cocoa herein steps into the shoes of the CRA for purposes of enforcing the Amended Development Agreement and ensuring the Project comes to fruition; and

WHEREAS, the multi-family portion of the Project contemplated in the Amended Development Agreement was constructed in 2017 as the Clearlake Isles senior apartments; and

WHEREAS, the Amended Development Agreement previously allowed the development to be subdivided into an approximate 8.5 acre (easterly) Residential Parcel and an approximate 1.35 acre (westerly) Commercial Parcel, and the CRA previously applied to the City of Cocoa to subdivide the Property into the Residential and Commercial Parcels, which was approved on February 9, 2016, the Clearlake Isles Subdivision being recorded in the Brevard County Plat Book 62, Page 1; and

WHEREAS, the Developer now desires to further subdivide or split the Commercial Parcel to allow for two commercial developments along the Property's frontage and further desires the City to extend the development timelines contained in the Amended Development Agreement; and

WHEREAS, the CRA previously determined that the multi-family and commercial development proposed by the Developer's predecessor would provide enhanced aesthetic conditions to a traditionally neglected portion of the City and found the project to be in the best interest of the health, welfare and safety of the citizens of Cocoa; and

WHEREAS, the Property shall remain subject to that certain Land Use Restriction Agreement (LURA), recorded in the Official Records of Brevard County at Book 7556, Page 883 and the Declaration of Easement, recorded in the Official Records of Brevard County at Book 7550, Page 1807 ("Declaration of Easement"); and

WHEREAS, the City supports further splitting of the Commercial Parcel into two resultant lots; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Amendments. The Amended Development Agreement is hereby further amended as follows:

(a) Commercial Parcels. The Developer may design and construct up to two commercial developments totaling up to 11,000 square feet of floor area on the Commercial Parcel described in the Amended Development Agreement (the Developer's Property) and may further split or subdivide the Developer's Property into two resultant commercial parcels to effectuate such commercial developments, provided that the following conditions are met: (1) the resultant lots are equal to or exceed the bulk standards of the City as required in the City of Cocoa Zoning Ordinance; and (2) the Developer grants or reserves Access, Utility, and Storm Water Easements to benefit the resultant northern lot over, under and through the southern resultant lot such that the northern resultant lot is able to utilize and connect to the Access Driveway on the existing Residential Parcel as well as the existing utility and storm water facilities as contemplated by the Declaration of Easement. The grant or reservation of the Access, Utility, and Storm Water Easements shall be a condition of site plan approval for any commercial development on either resultant lot. The City shall further require as a condition of site plan approval for either commercial development that the Access Driveway on the existing Residential Parcel be the sole driveway access to Clearlake Road consistent with Paragraph 3(f) of the Declaration of Easement.

(b) Timeline. The 24-month timeline for development contained in the Amended Development is hereby stricken. The Developer's Property shall be developed with commercial uses as the market allows and consistent with the City's Zoning Ordinance.

(c) Pad Ready. The Developer acknowledges and agrees that, pursuant to Paragraph 2(b)(iv) of the Amended Development Agreement, all utilities and ingress and egress facilities were intended to be constructed to coincide with the construction of the Residential Parcel and that the cost of such improvements would be borne by the developer of the Residential Parcel. The Developer agrees that the City has no further obligation to provide or construct utilities to either resultant commercial lot and waives any and all claims, demands, actions, and causes of action whatsoever regarding the construction, or lack thereof, of the utilities and ingress and egress facilities currently available at the Developer's Property against the City of Cocoa, its elected officials, employees, agents, and attorneys. I further agree to indemnify and save harmless the City of Cocoa, its elected officials, employees, agents, and attorneys from any liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for equitable relief, or loss of use, arising directly or indirectly out of or in connection with the construction or lack of construction of the utilities available at either resultant commercial lot.

(d) Notices. Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and regular U.S. mail and shall be sent to:

For the City:
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Developer:

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

3.0 Recordation. Upon full execution by both parties hereto, this Second Amendment shall be recorded in the public records of Brevard County, Florida, and shall run with the land.

4.0 Miscellaneous. All terms and conditions of the Amended Development Agreement, which are not expressly and specifically modified by this Second Amendment, shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

[SIGNATURE PAGES FOLLOW]

DRAFT

Signed, sealed and delivered in the presence of the following witnesses:

City of Cocoa

By: _____
Michael C. Blake, Mayor

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

APPROVED AS TO FORM

ATTEST:

By: _____
Carie Shealy, City Clerk

By: _____
Anthony A. Garganese, City Attorney

CITY SEAL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2022, by Michael C. Blake, the Mayor of the City of Cocoa, on behalf of the City, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

DRAFT

Signed, sealed and delivered in the presence of the following witnesses:

MERRITT ISLAND VENTURES, INC.

By: _____

Its: _____

_____
Signature of Witness

_____
Printed Name of Witness

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (__) physical presence or (___) online notarization, this _____ day of _____, 2022, by _____, the _____ of Merritt Island Ventures, Inc.**,** a Florida corporation. He is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, IN THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

FOR A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20 AND PROCEED N 0°02'24" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4, A DISTANCE OF 816.15 FEET; THENCE N 89°40'23" E, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CLEARLAKE ROAD PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION NUMBER 7055-(150) 250 AND THE POINT OF BEGINNING; THENCE N 0°02'24" W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 324.95 FEET; THENCE N 89°40'15" E, A DISTANCE OF 1291.84 FEET TO A POINT ON THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S 0°23'53" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 325.00 FEET; THENCE S 89°40'23" W, A DISTANCE OF 1293.87 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 9.65 ACRES, MORE OR LESS.

DRAFT

Legislation Details (With Text)

File #:	22-438	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Consent Agenda	
File created:	7/27/2022		**In control:**	City Council	
On agenda:	8/9/2022		**Final action:**		
Title:	Approve a Budget Resolution, Amending the FY2022 Budget, BAF# 22-120-A in the amount of $2,500. Approve Change Order #2 for PO 79626 and Project Resolution authorizing the City Manager to issue the change order with a project contingency, not to exceed $5,500 for the 1219 Duke Way Rehabilitation Project. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	79626.pdf 79626-1.pdf 1st Amendment B-22-09-COC.pdf 1219 Duke Way Change Order #2.pdf Resolution - Project Contingency.pdf Change Order #2 to PO 79626 Reqest Form.pdf Budget Resolution FY 2022- ADA Compliant.pdf BAF 22-120-A-CDBG-1219 Duke Way Rehab (8-9-22) Agenda 22-438.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 27, 2022
Agenda Date: August 9, 2022
Prepared By: Ibis Berardi, Housing Program Manager
Through: Charlene Neuterman, Community Services Director
Requested Action:
Approve a Budget Resolution, Amending the FY2022 Budget, BAF# 22-120-A in the amount of $2,500. Approve Change Order #2 for PO 79626 and Project Resolution authorizing the City Manager to issue the change order with a project contingency, not to exceed $5,500 for the 1219 Duke Way Rehabilitation Project.

BACKGROUND:

On April 26, 2022 City Council approved the agreement for 1219 Duke Way for a rehabilitation project using SHIP funding in the amount of $54,777 and CDBG funding in the amount of $3,000 for a total of $57,777, with an additional contingency of $3,000. Change Order #1 was submitted in the amount of $2,800 to correct and complete the required plumbing work.

On July 13, 2022 it was discovered that additional plumbing work was required to complete the

project, which was unforeseen. A change order request was submitted to the City for the total amount of $2,700. To perform the required work, a change order will be necessary to add funds. Since this exceeds the previously authorized contingency amount, a Resolution and City Council approval is required.

Staff recommends the approval of Change Order #2 in the amount of $2,700 allowing ALGAT Enterprises, Inc to complete the work at 1219 Duke Way.

STRATEGIC PLAN CONNECTION:

Community Development and Economic Development - Improve residential development and rehabilitation programs to ensure a diversity of housing options.

BUDGETARY IMPACT:

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

BAF # 22-120-A

Amount Requested	$2,500
Account Number	103-3240-554.83-13
Account Name	Other Grants & Aids/ Rehabilitation

Amount Requested	$2,500
Account Number	103-000-369.90-00
Account Name	Other Misc. Revenues

Change Order Amount: $2,700

Original Purchase Order	79626
Original PO Amount	$57,777
Total number of change Orders to date	1
Total amount in change orders to date	$2,800

PREVIOUS ACTION:

City Council approved Agenda Item 22-168 on April 26, 2022

RECOMMENDED MOTION:

Approve a Budget Resolution, Amending the FY2022 Budget, BAF# 22-120-A in the amount of $2,500. Approve Change Order #2 for PO 79626 and Project Resolution authorizing the City Manager to issue the change order with a project contingency, not to exceed $5,500 for the 1219 Duke Way Rehabilitation Project.

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO.
79626
MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10864
VENDOR FAX NO.:
VENDOR PH NO.: 407-773-5274

DATE
DATE REQUIRED 5/25/2022
9/30/2022

DELIVER TO:

ALGAT ENTERPRISES INC
1800 PEMBROOK DR STE 300
ORLANDO FL 32810

City of Cocoa
COMMUNITY SERVICES
65 STONE STREET
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. # DK

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	54777.00	SUM	ALGAT FOR REHAB AT 1219 DUKE WAY REQ # 0000044707 Rehabilitation project to be carried out by ALGAT on behalf of the City of Cocoa with- Line item #1 SHIP funds in the total amount of $54,777, Line item #2 CDBG Prior Year Program Income in the amount of $3,000. Total for project approved by City Council on April 26, 2022 is $57,777.00.	1.0000	54777.00
2	3000.00	SUM	ALGAT FOR REHAB AT 1219 DUKE WAY REQ # 0000044707	1.0000	3000.00
				TOTAL	57777.00

*** CONTINUED ***

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

SEE TABLE

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

SERVICE
CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO.
79626
MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10864
VENDOR FAX NO.:
VENDOR PH NO.: 407-773-5274

DATE
DATE REQUIRED 5/25/2022
9/30/2022

DELIVER TO:

ALGAT ENTERPRISES INC

City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost

REQ. NBR	DATE	ACCOUNT NUMBER	PROJECT	AMOUNT
0000044707 ISB/CN/3200	5/23/2022	10532405548300		54777.00
0000044707 ISB/CN/3200	5/23/2022	10332405548313		3000.00

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

SEE TABLE
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

CITY OF COCOA PURCHASE ORDER
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, attorney 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 shipped 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 been titled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

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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 ensure 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, oral bids maybe 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.

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

SERVICE
CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

CHANGE NO.: 1
CHANGE DATE: 7/14/2022
THIS NO. 79626

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10864
VENDOR FAX NO.:
VENDOR PH NO.: 407-773-5274

DATE 5/25/2022
DATE REQUIRED 9/30/2022

ALGAT ENTERPRISES INC
1800 PEMBROOK DR STE 300
ORLANDO FL 32810

DELIVER TO:

City of Cocoa
COMMUNITY SERVICES
65 STONE STREET
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
DK

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
1	54777.00	SUM	ALGAT FOR REHAB AT 1219 DUKE WAY REQ # 0000044707 Rehabilitation project to be carried out by ALGAT on behalf of the City of Cocoa with- Line item #1 SHIP funds in the total amount of $54,777, Line item #2 CDBG Prior Year Program Income in the amount of $3,000. Total for project approved by City Council on April 26, 2022 is $57,777.00.	1.0000	54777.00
2	5800.00	SUM	ALGAT FOR REHAB AT 1219 DUKE WAY REQ # 0000044707	1.0000	5800.00
				TOTAL	60577.00

REMARKS:

1ST CHANGE ORDER ISSUED TO ADD FUNDS, $3,000.00,

*** CONTINUED ***

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

SEE TABLE

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

SERVICE

CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

CHANGE NO.: 1
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ALGAT ENTERPRISES INC

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
			REMARKS: TO LINE ITEM# 2 PER REQ # 44844. UPON INSPECTION PIPE GOING INTO HOME HAS BEEN DETERMINED THE SEWER HAS A PITCH GOING THE WRONG WAY.		

REQ. NBR	DATE	ACCOUNT NUMBER	PROJECT	AMOUNT
0000044707 ISB/CN/3200	5/23/2022	10532405548300		54777.00
0000044707 ISB/CN/3200	5/23/2022	10332405548313		5800.00

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.**

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or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

CITY OF COCOA PURCHASE ORDER 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, attorney 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.

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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, oral bids maybe rejected and made void by the City.

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25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

CITY OF COCOA
AMENDMENT TO CONSTRUCTION AGREEMENT
1st AMENDMENT
Algat Enterprises Inc.
Contract B-22-09-COC

This FIRST Amendment to the Construction Agreement for the **Rehabilitation of 1219 Duke Way, Cocoa, FL 32922** is made between the City of Cocoa and Algat Enterprises Inc.

The agreement entered on April 26, 2022 is hereby amended to increase the cost limitation in the Scope of Work and Bid Sheet, Plumbing Section (line item 2) by $2,800 from the current $6,900 to a total of $9,700 to allow for a correction to a defective exterior sewer connection under construction Change Order 001. This change order will increase the total contract price to **$60,577**.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this extension of contract time.

ALGAT ENTERPRISES INC.	**CITY OF COCOA**
By: Patrick Minossora	By: Stockton Whitten
(Print Name)	(Print Name)
Administrative Officer	City Manager
(Title)	(Title)
06/15/22	06/20/2022
Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing Manager
Ibis Berardi, Housing Program Manager

Attest: Carie Shealy 6/20/2022
Carie Shealy
City Clerk, City of Cocoa

ALGAT ENTERPRISES INC.

Contract B-22-09-COC, Change Order 001 – Repairs to Sewer Connection

Brian Dale
65 Stone Street
Cocoa, Florida, 32922
321-433-8833
bdale@cocoafl.gov

June 17th, 2022

Upon inspection of pipe going into home it has been determined that the sewer has a pitch going the wrong way. The sewer drain in the front yard is higher than the sewer coming out from under the home. We need to dig the sewer back across the front yard to get enough grade (i.e. positive drainage) at the city sewer hook up. It was noticed that the sewer has been replaced in the front yard, but it was installed on top of the old, abandoned, terracotta sewer pipe. This is causing the pipe to be up too high to drain from the home.

The total cost including labor, material, and equipment to correct the issue is:

Labor & Materials: Due to the unforeseen circumstances of the outside sewer line of the homeowners (Mary Scott) residence at 1219 Duke Way the cost totaled to be $2,800 (two thousand eight hundred dollars).

X _____

Contractor Signature

Andrew Minossora

PRESIDENT

X _____

John J. Berardi, Housing Program Manager 6/17/22

City of Cocoa Official Signature

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

CITY OF COCOA
AMENDMENT TO CONSTRUCTION AGREEMENT
2nd AMENDMENT
Algat Enterprises Inc.
Contract B-22-09-COC

This SECOND Amendment to the Construction Agreement for the **Rehabilitation of 1219 Duke Way, Cocoa, FL 32922** is made between the City of Cocoa and Algat Enterprises Inc. and effective as of the date of the last signature below.

The agreement is hereby amended to increase the contract cost limitation in connection with change order 2. This change adds the design and construction related to a connection of a new dedicated drainage line from a washing machine to the exterior sewer line of the above property. A total cost of **$2,700** has been negotiated for this service. The contract cost limitation is increased from $60,577 to **$63,277.**

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this extension of contract time.

ALGAT ENTERPRISES INC.	**CITY OF COCOA**
By: Adam Mirossora	**By:** Stockton Whitten
(Print Name)	(Print Name)
PRESIDENT/OFFICER	City Manager
(Title)	(Title)
07/26/2022	
Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing Manager
Ibis Berardi, Housing Program Manager

Algat Enterprises
1800 Pembrook Dr Suite 300
Orlando, FL 32810
office@algatenterprises.com

Estimate

1219 Duke Way Rehab Project

ADDRESS
City of Cocoa Housing and
Neighborhood Services
65 Stone Street, Cocoa FL 32922

ESTIMATE 1007
DATE 07/22/2022

DATE	SERVICE	DESCRIPTION	AMOUNT
07/22/2022	Rehabilitative construction work on a residential home	Design and connection of a new drainage line from a washing machine located in utility room to the exterior sewer line of the above property: 1. Terminating the existing 2" copper drainage pipe 2. Installation of a 2" drainage pipe into the overflow sink, drilling through the existing CMU wall into the outside new underground 4" sewer pipe line 3. Digging a 120 ft long trench (with 1/8"positive gradient) and installation of a 4" sewer pipe. Installation of a clean out and proper venting 4. Setting up inspection for approval 5. Backfilling the existing trench 6. Boxing the existing cloth wires in the utility room	
		Material and equipment	1,450.00
		Labor	1,250.00

TOTAL **$2,700.00**

Accepted By

Accepted Date

RESOLUTION NO. 2022-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE 1219 DUKE WAY, REHABILITATION IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $5,500 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on April 26, 2022, the City Council authorized the City Manager to proceed with the 1219 Duke Way, Rehabilitation project subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the 1219 Duke Way, Rehabilitation project provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $63,277 budgeted by the City Council for the project inclusive of the $5,500 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on August 9, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

CHANGE ORDER REQUEST FORM

SELECT CHANGE ORDER TYPE:

- ☑ GENERAL
- ☐ CONSTRUCTION----------Assigned Project # Required:
- ☐ CONSTRUCTION CONTINGENCY----Resolution # Required:
  Amount Approved: _____ Balance Remaining:
- ☐ TASK ORDER ----------Assigned Task Order # Required:
- ☐ TASK ORDER AMENDMENT-------Amendment # Required:

Date: 07/28/22 **New Requ #:** 44952 **Change Requisition Number #** 2

Name of Requestor completing this form: Ibis Berardi

Original Purchase Order Amount	$ 57,777.00
Change Order # 1 Amount	2,800.00
Change Order # 2 Amount	2,700.00
Change Order # 3 Amount	
Change Order # 4 Amount	
Change Order # 5 Amount	
Change Order # 6 Amount	
Change Order # 7 Amount	
Change Order # 8 Amount	
New Purchase Order Amount	$ 63,277.00

Vendor Name	Original Requisition Number	PO Number	Original PO Amount
ALGAT ENTERPRISES INC	44707	79626	$ 57,777.00

REASON FOR CHANGE (Click box(s) to select):

- ☐ Correct Freight Cost
- ☐ Correct Unit Cost
- ☐ Correct Account
- ☐ Correct Quantity Ordered
- ☐ Add Line Item
- ☐ Cancel Line Item
- ☑ Add Additional Money
- ☐ Add/Delete/Change Project #
- ☐ Liquidate Money
- ☐ Cancel Entire PO
- ☑ Other-Explain:

Upon inspection of pipe going into home it has been deetermined the sewer has a pitch going the wrong way. The sewer drain in the front yard is higher than the sewer coming out from under the home. Old Clay pipe drain must be removed and new drain properly installed.

Please make correction(s) to original PO as listed below:

Original PO Line #	Quantity	UM	Description	Account Number	Project Number	Unit Cost	Extended Cost
2	1.00	ea	SHIP for Rehab	105-3240-554.83-00		2,800.0000	$ 2,800.00
2	1.00	ea	CDBG for Rehab	103-3240-554.83-13		2,700.0000	$ 2,700.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -

THIS AMOUNT MUST BE LISTED AT THE TOP OF THIS FORM NEXT TO THE CORRESPONDING CHANGE ORDER #. **$ 5,500.00**

CHANGE ORDER REQUEST FORM - PAGE 2, JUSTIFICATION NOTE REQUIRED

Date: *07/28/22* **New Requ #:** _____ ***Change Requisition Number #*** **2**

Change Order Justification:

Upon inspection of pipe going into home it has been deetermined the sewer has a pitch going the wrong way. The sewer drain in the front yard is higher than the sewer coming out from under the home. Old Clay pipe drain must be removed and new drain properly installed. Change Order #1 for $2,800

On July 13, 2022 it was discovered additional plumbing work was required to complete the project, which was unforeseen. A change order request was submitted to the City for the total amount of $2,700. To perform the required work, a change order will be necessary to add funds. Since this exceeds the previously authorized amount, City Council approval is required for this change.

*******Please be sure to save this Change Order Form as a PDF prior to inputting it into your requisition folder. *******

RESOLUTION NO. 2022-081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; and

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

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

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

SECTION 1. The 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 9th of August, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-120-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 07/27/22

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,500	103-0000-369.90-00		Other Misc Revenues / Other Misc Revenue	$ 0	$ 5,136	$ 7,636	$ 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
$ 2,500	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,500	103-3240-554.83-13		Other Grants & Aids / Rehabilitations	$ 0	$ 7,000	$ 9,500	$ 150
$ 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
$ 2,500	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Change Order #2 is to perform required work at 1219 Duke Way Rehabilitation Project for unforeseen plumbing issues. We are requesting to accept $2,500 in revenue and apply expenses to corresponding rehab account. Agenda #22-438.

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 08/09/22 ***RESOLUTION #:*** 2022-081

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

7/27/22	Ibis Berardi — Digitally signed by Ibis Berardi Date: 2022.07.27 14:17:08 -04'00'	7/28/22	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2022.07.28 16:00:09 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
7/28/22	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2022.07.28 13:32:29 -04'00'	8/3/22	Lora Howell — Digitally signed by Lora Howell Date: 2022.08.03 09:06:58 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	22-439	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	7/27/2022			**In control:**	City Council
On agenda:	8/9/2022			**Final action:**	
Title:	Approve a Resolution Amending the FY23 Budget, BAF#22-119-PT. Approve Change Order # 2 for P.O. 78964 with Inliner Solutions LLC, formerly Granite Inliner LLC, in the Amount of $26,000. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Proposal for IRD 871,875 Liner.pdf Budget Resolution FY 2022- ADA Compliant.pdf BAF 22-119-PT-SW-CIPP IRD Outfalls (8-9-22) Agenda 22-439.pdf City of Cocoa - FY21 CIPP Lining 6-9-22.pdf PW-20-PGB-Granite-001-00 (1).pdf Amendment_001_Name Change.pdf 78964-1.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 27, 2022
Agenda Date: August 9, 2022
Prepared By: Abigail Morgan, P.E., Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve a Resolution Amending the FY23 Budget, BAF#22-119-PT. Approve Change Order # 2 for P.O. 78964 with Inliner Solutions LLC, formerly Granite Inliner LLC, in the Amount of $26,000.

BACKGROUND:

On October 12, 2021, City Council approved the renewal of the co-operative purchasing agreement with Granite In-liner in the amount of $146,070, plus a contingency of $3,930 for a total of $150,000 for FY22.

There are two (2) stormwater outfall pipes that need to be replaced and relined on Indian River Drive. The budget for the Cured-in-Place Pipe Lining Program has been depleted. Therefore, there was a project budget transfer to fund this work.

STRATEGIC PLAN CONNECTION:

Objective 6.1.2: Maintenance and Operation of Public Stormwater Facilities. The City shall ensure that all stormwater management systems under the City's authority receive the proper levels of operation and maintenance necessary for the effective accomplishment of their intended water management functions.

BUDGETARY IMPACT:

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

BAF#22-119-PT

Amount Requested	($26,000) SW22EJ
Account Number	_423-3570-538.63-00
Account Name	_Infrastructure

Amount Requested	$26,000 SW08PL
Account Number	_423-3570-538.63-00
Account Name	_Infrastructure

If a P.O. Change Order is involved please complete the following:

Change Order Amount $26,000

Original Purchase Order _78964
Original P.O. Amount _$146,070

For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _One (1)
Total amount in change orders to date _$4,173

Both Change Orders went to City Council and did not use the $3,930 Contingency.

PREVIOUS ACTION:

On October 12, 2021, City Council approved the renewal of the co-operative purchasing agreement with Granite In-liner in the amount of $146,070, plus a contingency of $3,930 for a total of $150,000 for FY22. (21-651)

On July 12, 2022, Council approved a Change Order to the original P.O. in the amount of $4,173.00 (22-357)

RECOMMENDED MOTION:

Approve a Resolution Amending the FY23 Budget, BAF#22-119-PT. Approve Change Order # 2 for P.O. 78964 with Inliner Solutions LLC, formerly Granite Inliner LLC, in the Amount of $26,000.

PROPOSAL

DATE: 7/18/2022

SUBMITTED TO: **City of Cocoa**
Public Works Department
155 N. Wilson Avenue
Cocoa, FL 32922
Attention: Charles Wines cwines@cocoafl.gov

JOB LOCATION: **871, 87 5 N. Indian River Dr.**

We propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of

Twenty-six thousand, dollars and no cents

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
Furnish & Install 15" CIPP Lining (7.5 mm)	80	LF	$ 44.00	$ 3,520.00
Furnish & Install 18" CIPP Lining (9.0 mm)	60	LF	$ 53.00	$ 3,180.00
Mobilization	1	LS	$ 7,500.00	$ 7,500.00
Maintenace fo Traffic	1	LS	$ 5,650.00	$ 5,650.00
Dewatering & Pipe Cleaning	1	LS	$ 6,150.00	$ 6,150.00
			TOTAL	**$26,000.00**

NOTES:

1 Pricing based on pricing contained in contract between Inliner and Polk County Contract #20-577
2 Inliner to be installed as per ASTM & manufacturer's specifications.
3 Payment shall be based on actual field measurements from center of inlet to center of outlet.
4 This proposal is subject to Pre-TV inspection indicating the line conditions is acceptable in installation of Inliner
5 Price quoted does not include point repairs if required prior to installing Inliner.
6 Contractor shall furnish Owner with a Final Inspection (Digitial) of the rehabilitated sewer(s)

Signature _____

Daniel Banken, Area Director

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; and

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

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

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

SECTION 1. The 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 9th day of August, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-119-PT

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: 3570 SW | DATE PREPARED: 07/27/22

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 26,000)	423-3570-538.63-00	SW22EJ	Infrastructure	$ 250,000	$ 250,000	$ 224,000	$ 245,378
$ 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
($ 26,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 26,000	423-3570-538.63-00	SW08PL	Infrastructure	$ 150,250	$ 150,250	$ 176,250	$ 7
$ 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
$ 26,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Move $26,000.00 from Emma Jewel Drainage Improvement Project (SW22EJ) to Annual Cured In Place Pipe Lining Project (SW08PL) for 871, 87 5 Indian River Dr. Outfalls. Agenda 22-439.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) **DATE APPROVED:** 08/09/22 **RESOLUTION #:** 2022-082

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

7/27/22	JoAnna Zurinsky Digitally signed by JoAnna Zurinsky Date: 2022.07.27 15:19:47 -04'00'	8/9/22	Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.07.28 15:20:16 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Bryant Smith Digitally signed by Bryant Smith Date: 2022.07.27 15:27:55 -04'00'	8/2/22	Lora Howell Digitally signed by Lora Howell Date: 2022.08.02 09:54:10 -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 #: _____

Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

REVISED PROPOSAL

DATE: **June 9, 2022**

SUBMITTED TO: **City of Cocoa**
Public Works Department
155 N. Wilson Avenue
Cocoa, FL 32922
Attn: Charles Wines
Stormwater, Street Supervisor

JOB LOCATION: Barbara Jenkins, Pineda St, School St, Michigan Ave, Muskingum Ave, and Wilson Ave - Cocoa

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

One Hundred Fifty Thousand Two Hundred Forty-Three dollars and no cents ($150,243.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty days.

We hereby submit specifications and estimates as follows:
Granite Inliner shall supply all equipment, materials, and labor to install Inliner™ as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
Item #3 – Furnish/Install 18" CIPP Lining (9mm)	80	LF	$53.00	$4,240.00
Item #5 – Furnish/Install 24" CIPP Lining (10.5mm)	279	LF	$77.00	$21,483.00
Item #9 – Furnish and Install 36" CIPP Lining (12mm)	248	LF	$134.00	$33,232.00
Item #10 – 36" CIPP Thickness Variance 1.5mm	382	LF	$1.50	$573.00
~~Item #13 – Furnish and Install 48" CIPP Lining (19.5mm)~~	~~107~~	~~LF~~	~~$206.00~~	~~$22,042.00~~
Item #15 – Furnish and Install 54" CIPP Lining (27.0mm)	107	LF	$260.00	$27,820.00
Item #16 – 54" CIPP Thickness Variance 1.5mm	-321	LF	$(5.00)	$(1,605.00)
Item #21 – Mobilization	1	LS	$15,500.00	$15,500.00
Item #22 – Maintenance of Traffic	1	LS	$11,500.00	$11,500.00
Item #23 – Dewatering and Pipe Cleaning	1	LS	$37,500.00	$37,500.00
			TOTAL	$150,243.00

NOTES:
1. Proposal based on unit pricing contained in contract between Granite Inliner and Polk County, Contract #20-577.
2. Inliner to be installed as per ASTM and manufacturer's specifications.
3. This proposal subject to pre-TV inspection by Granite Inliner, indicating that the line conditions are acceptable for installation of Inliner.
4. Price quoted does not include point repairs, if required, prior to installing Inliner.
5. Granite Inliner shall furnish the City of Cocoa with a final inspection CD of the rehabilitated storm sewer lines.

Signature Christopher Hee
Christopher Hee, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Granite Inliner (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking " contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with POLK COUNTY - FL , said contract being identified as: Bid No. 20-577, CIPP Installation (referred to as the "original government contract").

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

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

Time Period ("Term") of the Agreement:

The period of performance for this bid is from date of award (April 22, 2020) through May 31, 2021 (termination date). Automatic renewals extending the termination date, for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information items #13, and #14.

a. Insurance Requirements:

Liability Insurance

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

COMPREHENSIVE BUILDER RISK INSURANCE

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

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in

the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

b. Any other provisions that will be modified:

N/A

c. Address change for the City of Cocoa:

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

d. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

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

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

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

Entered this _____ day of _____

Michael Cannon

District Manager

08/26/2020

CITY OF COCOA

By: _____, City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____, Mayor (For purchases in excess of the City Manager's purchase order authority).

Attested By: -- City Clerk

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
1st AMENDMENT
Inliner Solutions LLC, formerly Granite Inliner LLC
Service Level Agreement No. PBG-20-577

This First Amendment to the purchase agreement for Stormwater Pipeline Lining established on August 26, 2020 by and between The City of Cocoa and Granite Inliner, LLC is made and effective as of the date of the last signature below.

All references to "Granite Inliner LLC" in the purchase agreement (and in all other provisions of the Master Agreement with Polk County) are hereby replaced with "Inliner Solutions LLC."

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

Inliner Solutions, Inc.	**CITY OF COCOA**
By: Daniel Banken	By: Stockton Whitten
(Print Name)	(Print Name)
Area Director	City Manager
(Title)	(Title)
07/21/2022	7/22/2022
Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Bryant Smith, Director – Public Works

Attest: Carie Shealy 7/28/2022
Carie Shealy
City Clerk, City of Cocoa
SEAL
FLORIDA

SERVICE
CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

CHANGE NO.: 1
CHANGE DATE: 7/27/2022
THIS NO. 78964

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 9714
VENDOR FAX NO.: 407-472-0099
VENDOR PH NO.: 407-472-0014

DATE 11/24/2021
DATE REQUIRED 9/30/2022

GRANITE INLINER, LLC
2531 JEWETT LANE
SANFORD FL 32771

DELIVER TO:

City of Cocoa
JOBSITE
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
CS 0000043529 F.O.B.
J ZURINSKY 3570/ A MORGAN

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
1	150243.00	SUM	CIPP PIPE RE-LINING VARIOUS AREA City Council Approved Consent Agenda (City Clerk's Journal p. 2) Multi-Year Contracts V.3 (b) 21-651 Approved October 12, 2021 RESOLUTION NO. 2021-095 Co-operative purchasing agreement w/ Granite Inliner, LLC. (formerly Layne Inliner, LLC.)in the amount of $146,070 for FY 2022, using Polk County Bid 20-577 approved June 30, 2020 through May 31, 2023 to Re-line various sized pipes throughout City and authorize City Manager to sign Contract(s), renewal(s) and and Purchase Orders for each subsequent year. TOTAL $146,070.00 NOTES:	1.0000	150243.00
					*** CONTINUED ***

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

42335705386300

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

SERVICE
CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

CHANGE NO.: 1
CHANGE DATE: 7/27/2022
THIS NO. 78964

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 9714
VENDOR FAX NO.: 407-472-0099
VENDOR PH NO.: 407-472-0014

DATE 11/24/2021
DATE REQUIRED 9/30/2022

DELIVER TO:
City of Cocoa

GRANITE INLINER, LLC

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			**********		
			* *		
			* CHANGE ORDER *		
			* *		
			**********		
1			CIPP PIPE RE-LINING VARIOUS AREA 1. Proposal based on unit pricing contained in contract between Granite Inliner and Polk County, Contract #20-577. 2. Inliner to be installed as per ASTM and manufacturer's specifications. 3. This proposal subject to pre-TV inspection by Granite Inliner, indicating that the line conditions are acceptable for installation of Inliner. 4. Price quoted does not include point repairs, if required, prior to installing Inliner. 5. Granite Inliner shall furnish the City of Cocoa with a final inspection CD of the rehabilitated storm sewer lines. 6. Proposal does not include bonds or permit fees. Bonds if required will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at		

*** CONTINUED ***

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

42335705386300

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City of Cocoa
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65 Stone Street
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CITY OF COCOA

Purchasing Agent

SERVICE
CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

CHANGE NO.: 1
CHANGE DATE: 7/27/2022
THIS NO. 78964

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 9714
VENDOR FAX NO.: 407-472-0099
VENDOR PH NO.: 407-472-0014

DATE 11/24/2021
DATE REQUIRED 9/30/2022

GRANITE INLINER, LLC

DELIVER TO:
City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
1			CIPP PIPE RE-LINING VARIOUS AREA cost.		
				TOTAL	150243.00

REMARKS:

1st CHANGE ORDER ISSUED TO ADD FUNDS, $ 4,173.00, TO LINE ITEM # 1 PER REQ # 44772. ADDITONAL WORK FOR PIPE LINING ON BARBARA JENKINS, PINEDA ST. SCOOL ST., MICHIGAN AVE., MUSKINGUM AVE., AND WILSON AVE.

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

42335705386300

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

CITY OF COCOA PURCHASE ORDER 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, attorney 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 shipped 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 been titled; 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 ensure 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, oral bids maybe 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.

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Legislation Details (With Text)

File #:	22-442	**Version:** 1	**Name:**	Special Event Ordinance Revisions	
Type:	Ordinance		**Status:**	Public Hearing	
File created:	7/28/2022		**In control:**	City Council	
On agenda:	8/9/2022		**Final action:**		
Title:	Approval of Ordinance 09-2022 on Second & Final Reading regarding updates to the Special Events Ordinance. (Asst. to the CM/PIO)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 09-2022.pdf Ord. 09-2022_LegalAdConf.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 28, 2022
Agenda Date: August 9, 2022
Prepared By: Samantha Senger, Assistant to CM, Public Information Officer
Through: Stockton Whitten, City Manager
Requested Action:
Approval of Ordinance 09-2022 on Second & Final Reading regarding updates to the Special Events Ordinance.

BACKGROUND:

At the June 7, 2022 Cocoa City Council meeting, City Council approved language revisions in the special events ordinance regarding approval by Council for special events that are gated and/or charge admission. Currently the ordinance reads that all special events that are gated and/or charge admission and all street closures must be approved by City Council. It was approved to change that to only include street closure approvals by City Council and all other event approvals by the City Manager. Highlights of all of the requested changes to the ordinance are listed below:

- Addition of the Maintenance of Traffic (MOT) Plan requirement with special event permits that request a street closure. This allows staff to better prepare and plan for street closures and how surrounding traffic will be impacted.
- Revising the language for gated and/or events that charge admission to be approved by the City Manager and not by City Council. City Council will continue to approve all street closures.
- Police Special Detail deployment was revised to increase the number of officers required for events that range from 4-13 officers depending on the potential hazard to public safety the event may impose.
- Fire Special Detail deployment was revised to increase the number of fire personnel required

for events that range from 2-4 firefighters depending on the potential hazard to public safety the event may impose. Also, based on state regulations related to food vendors inspections, we have added information about the requirement for inspection of food vendors related to special events.

- Language including that event permits may be suspended as well as revoked for a bona fide public emergency as well as the applicable code violations.

This is the first reading of the changes to the Special Events Ordinance.

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement - Encouraging a diverse array of special events at city facilities attracting a diverse audience.

BUDGETARY IMPACT:

n/a

PREVIOUS ACTION:

Ordinance approved at the July 26, 2022 City Council meeting on first reading. Cocoa City Council approved at the June 7, 2022 the change in language regarding Council approval of gated and/or events that charge admission.

RECOMMENDED MOTION:

Approval of Ordinance 09-2022 on Second & Final Reading regarding updates to the Special Events Ordinance.

ORDINANCE NO. 09-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 2, ARTICLE XI. – SPECIAL EVENTS AND PARADES; PROVIDING FOR AMENDMENTS RELATED TO THE CLOSURE OR GATING OF PARKS, DEFINITIONS, PERSONNEL SERVICES, REVIEW CRITERIA AND OTHER PROVISIONS; 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 modify the City's special events ordinance regarding definitions, personnel services, review criteria, the approval process for closing or gating portions of City parks and other provisions set forth herein related to conducting a special event or parade; 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 2, Article XI. – Special Events and Parades is hereby amended as follows (~~strikeout~~ type indicates deletions from the City Code and underlined type indicates additions), while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 2, Article XI. It is intended that the text in Chapter 2, Article XI denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

CHAPTER 2 – ADMINISTRATION

****

Article XI. – Special Events and Parades

Sec. 2-401. – General provisions.

****

(d) *Definitions*. The following terms as used in this article shall have the following meaning respectively ascribed to them unless the context clearly indicates otherwise. All references to the singular shall also encompass the plural.

****

Maintenance of Traffic (MOT) Plan shall mean a traffic management plan that includes operational strategies for managing event-generated and background traffic on the day of the event with the areas impacted.

****

Sec. 2-402 Special Event.

****

(l) *Closure or gating of public property and streets*.

(1) Streets may be closed, portions of streets ~~and parks~~ may be gated, and an admission fee may be charged in connection with a special event involving a street closure, at the discretion of the city council. Closure of parks or portions of parks may be gated, and an admission fee may be charged in connection with a special event involving a park closure, at the discretion of the city manager.

(2) In reviewing a request for closure of a street, gating of a park or the charging of an admission fee for the special event, due regard shall be given to public safety and environmental effects of such closing, to ensure that all reasonable steps are taken to minimize the adverse effect such closings may have upon the public. As part of this review, the applicant is to provide an MOT plan meeting Florida Department of Transportation specifications for street and sidewalk closures. This plan shall also indicate the proposed detour routes and closure times. The components of this plan including site access and parking planning, pedestrian access planning, and traffic control planning. Appropriate signage and traffic control devices are to be shown within the proposed plan from the event organizer. This plan shall be included as part of the Special Event Permit Application.

***

(p) *City of Cocoa Personnel Services.*

(1) Services required. The police, fire and public works department shall review all applications for a special event permit to determine the required amount of extra personnel that may be needed from each respective department. The City of Cocoa shall provide to approved applicants, in its sole discretion:

a. An estimate of the number of required police, fire and public works personnel that will be required for the special event;

b. All required police, fire, and public works personnel for the special event, unless prior written approval is obtained from the city manager, or city manager's designee.

(2) Payment for services. At least thirty (30) days prior to the special event, approved applicants shall provide full payment to the city for the estimated cost of all city personnel services required and provided by the city for the special event. The city shall utilize the most recently adopted special event fee schedule in estimating the cost of required city personnel services. Any revisions in required city personnel services provided at the special event will be either invoiced or refunded, as is appropriate, within fourteen (14) days following the conclusion of the special event.

(3) *Criteria for minimum deployment of police personnel.* Deployment and use of all city personnel ultimately remains with the city, the chief of police, or designee. Factors considered with the deployment of personnel are whether there is alcohol sold at the event and the number of potential attendees at the event. The determination will be made with public safety as paramount above all other considerations:

a. Special events with a high probability of potential hazard to public safety, alcohol sales and more than 1,500 people may require a minimum of eleven (11) officers including one (1) supervisor, and one (1) command level officer.

b. Special events with a moderate probability of potential hazard to public safety, no alcohol sales and more than 1,500 people may require a minimum of six (6) officers including one (1) supervisor.

c. Special events with a low probability of potential hazard to public safety, with or without alcohol sales and less than 1,500 people may require a minimum of three (3) officers including one (1) supervisor.

At the discretion of the chief of police, or designee, and in conjunction with the leisure services manager, or designee, adjustments to the required personnel, equipment, or additional resources required for an event based upon the risks and activities associated with the event may occur.

(4) *Criteria for minimum deployment of fire personnel.* Deployment and use of all city personnel ultimately remains with the city, the fire chief, or designee. Factors considered with the deployment of personnel are whether there is alcohol sold at the event and the number of potential attendees at the event. The determination will be made with public safety as paramount above all other considerations:

a. Any event that causes a street closure, which closure does not leave at least fourteen (14) feet of clearance for emergency vehicle access shall be required to have a minimum of two (2) fire personnel for the duration of the event.

b. Any event with less than five hundred (500) people in attendance shall be required to have a minimum of two (2) fire personnel for the duration of the event.

c. Any event with more than five hundred (500) people in attendance shall be required to have a minimum of four (4) fire personnel for the duration of the event and a minimum of one (1) command level personnel.

d. Any event with fireworks shall be required to have a minimum of three (3) fire personnel and one (1) command level personnel, beginning at least one-half (½) hour prior to the launch of the fireworks and ending at least one-half (½) hour after the conclusion of the launch of the fireworks.

e. All events that have food vendors will be required to have vendors inspected by the City's fire inspector the day of the event prior to the vendor being able to operate at the event. Cost for the fire inspector will be charged to event organizer for the time required to inspect all food vendors on site.

At the discretion of the fire chief, or designee, and in conjunction with the leisure services manager, or designee, adjustments to the required personnel, equipment, or additional resources required for an event based upon the risks and activities associated with the event may occur.

****

(r) *Suspension or Revocation of permits.*

(1) The city manager, or police chief or fire chief in the case of a bona fide emergency, shall have the authority to immediately suspend or revoke a special event permit issued under this section, as follows:

a. Upon a violation by the permit holder or the permit holder's agents, employees, or contractors, of any of the requirements set forth in this article or one (1) or more of the conditions contained ~~upon~~ within the permit.

b. When a bona fide public emergency arises where the police and fire resources being utilized for a permitted special event are immediately required for that emergency to protect the health, welfare and safety of persons or property.

(2) Notice of the suspension or revocation shall be given to the permit holder by the most practicable and expeditious manner available under the circumstances.

(3) A violation of a notice of suspension or revocation shall constitute a code violation subject to the penalties and remedies set forth in Sec. 1-8 of the City Code or alternatively, a Class IV violation under Chapter 6, Article II, Division 2, - Code Enforcement Citations.

***

Sec. 2-403. – Parades.

***

(c) *Application review.*

***

(4) The city manager shall issue a parade permit when, from a consideration of the application and from such other information as may otherwise be obtained, it appears that:

a. The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;
b. The conduct of the parade will not require the diversion of so great a number of police officers to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city;
c. The conduct of the parade will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed line of march and areas contiguous thereto;
d. The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of or ambulance service to areas contiguous to the assembly area;
e. The conduct of the parade will not interfere with the movement of firefighting equipment en route to a fire;
f. The conduct of the parade is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or to create a disturbance;
g. The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route;

h. The applicant for a permit has not violated the terms of any previous parade permit granted to the applicant and has not caused undue traffic congestion and police problems under any previous parade permit;
i. There is no other previously approved parade permit for the same time and location; ~~and~~
j. The applicant has submitted an affidavit indicating the applicant has provided a courtesy notice to each affected property owner as required in the application for permit~~.~~; and
k. As part of this review, the applicant is to provide an MOT plan meeting Florida Department of Transportation specifications for street and sidewalk closures. This plan shall also indicate the proposed detour routes and closure times. The components of this plan including site access and parking planning, pedestrian access planning, and traffic control planning. Appropriate signage and traffic control devices are to be shown within the proposed plan from the event organizer. This plan shall be included as part of the Special Event Permit Application.

***

(m) Suspension *or Revocation*. The ~~leisure services manager and/or~~ city manager or chief of police shall have the authority to suspend or revoke a parade permit issued under this section where a permittee fails to abide by the standards and conditions imposed upon the permit or when a bona fide public emergency arises where the police and fire resources being utilized for a permitted parade are immediately required for that emergency to protect the health, welfare and safety of persons or property. A violation of a notice of suspension or revocation shall constitute a code violation subject to the penalties and remedies set forth in Sec. 1-8 of the City Code or alternatively, a Class IV violation under Chapter 6, Article II, Division 2, - Code Enforcement Citations.

***

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 9th day of August, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

First Reading:	07/26/2022
Second Reading:	08/09/2022
Legal Ad Published:	07/31/2022
Effective Date:	08/09/2022

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0005356601
Pymt Method Invoice
Net Amount 253.56

Run Times: 1

No. of Affidavits: 1

Run Dates: 07/31/22

Text of Ad:

AD#5356601 7/31/2022

CITY OF COCOA
NOTICE OF PUBLIC HEARING

August 9, 2022

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, August 9, 2022, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 09-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 2, ARTICLE XI. - SPECIAL EVENTS AND PARADES; PROVIDING FOR AMENDMENTS RELATED TO THE CLOSURE OR GATING OFPARKS, DEFINITIONS, PERSONNEL SERVICES, REVIEWCRITERIA AND OTHER PROVISIONS; PROVIDING FOR THEREPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

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

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting:

Carie Shealy, City Clerk, 65 Stone Street, Cocoa (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 28th
day of July, 2022.

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	22-436	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	7/26/2022			**In control:**	City Council
On agenda:	8/9/2022			**Final action:**	
Title:	Request Council direction on the Expanded Outdoor Dining provision set to expire on August 9, 2022. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2021-13.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 28, 2022
Agenda Date: August 9, 2022
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Request Council direction on the Expanded Outdoor Dining provision set to expire on August 9, 2022.

BACKGROUND:

At the December 14, 2021 Council meeting, Council members approved extending the expiration date of the expanded outdoor dining options for local restaurants currently approved for the temporary provision to August 9, 2022.

During the pandemic, the City allowed for outdoor dining in an effort to support the local restaurant industry. Several establishments took advantage of this opportunity.

Currently, the following establishments have applied for and were approved for the temporary expanded outdoor seating areas:

- Beef O' Brady's - private area only utilized; no public or private parking areas used
- Ossorio Bakery & Café - public sidewalk area only
- Jerk Flavas Jamaican Restaurant - private area only and no public or private parking areas used
- Village Idiot Pub - approved 4 public parking spaces but currently utilizing only 3
- Pub Americana - approved 3 public parking spaces
- Dog and Bone - approved limited use of the gazebo in Myrt Tharpe Square - no public

or private parking areas used

Staff is requesting Council direction regarding Resolution 2021-13 that is set to expire on August 9, 2022 with the following options:

1. Allow the temporary provision to expire on August 9, 2022.
2. Authorize Staff to make the Resolution into a Sidewalk Café Ordinance to include the use of public parking spaces, sidewalk public spaces or non-sidewalk public spaces.

If Option #1 is selected, Staff will provide notice to all approved establishments to remove all seating and clean/pressure wash the areas prior to August 31, 2022.

If Option #2 is selected to create a permanent Sidewalk Café Ordinance, Staff will recommend modifications be made to require businesses that utilize public parking or sidewalk areas for dining purposes be required to clean their area on a regular basis (schedule to be determined). Additionally, Staff will recommend imposing fines for establishments that do not follow the Ordinance. Staff will return to the next Council meeting with an Ordinance for approval.

Staff is requesting Council to select Option #1 or Option #2.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

December 14, 2021 - Council approved extending the Covid Outdoor Dining to August 22, 2022.

RECOMMENDED MOTION:

Request Council direction on the Expanded Outdoor Dining provision set to expire on August 9, 2022.

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RESOLUTION NO. 2021-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING RESOLUTION 2020-146, AS AMENDED BY RESOLUTION NO. 2020-218, WHICH ESTABLISHED A LIMITED PERMIT FOR NEW, TEMPORARY, OUTDOOR SEATING AREAS FOR RESTAURANTS IN THE CITY DUE TO CORONAVIRUS TO MODIFY THE EXPIRATION DATE UNTIL JUNE 30, 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe, acute respiratory illness that appears to occur through respiratory transmission and presents symptoms similar to those of influenza; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida were necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on September 25, 2020, Governor Ron DeSantis issued Executive Order 20-244, which superseded and eliminated any and all restrictions of previous Executive Orders 20-112, 20-123, 20-139, 20-192, 20-214, and 20-223, which established Phases I and II of the path to re-opening Florida, except as modified in Executive Order 20-244; and

WHEREAS, specifically, Executive Order 20-244, provides that restaurants, including any establishment with a food service license, may not be limited by a COVID-19 emergency order by any local government to less than fifty percent (50%) of their indoor capacity and, further, that if a restaurant is limited to less than one hundred percent (100%) of its indoor capacity, such COVID-19 emergency order must quantify the economic impact of each limitation or requirement on those restaurants and explain why each limitation or requirement is necessary for public health; and

WHEREAS, the City of Cocoa has not adopted any local emergency order limiting the indoor capacity of restaurants in the City and, consequently, Executive Order 20-244 has had the practical effect of eliminating all limitations on indoor capacity of restaurants in the City; and

WHEREAS, previously, the City desired to establish a quick and efficient process for restaurants to obtain a limited permit authorizing temporary outdoor seating capacity as a result of the capacity restrictions on indoor dining as provided in the superseded Executive Orders and adopted Resolution 2020-146 to accomplish this objective; and

WHEREAS, Resolution 2020-146 provided that all limited permits authorizing new, temporary outdoor seating areas would expire upon the rescission or expiration (with no extension) of Governor Ron DeSantis's Executive Order 20-112 or upon the rescission or expiration (with no extension) of any subsequent executive order by Governor Ron DeSantis which maintained limited indoor seating capacity to seventy-five percent (75%) or less; and

WHEREAS, the City of Cocoa recognizes that the Centers for Disease Control and Prevention's (CDC) Guidance on "Considerations for Restaurants and Bars," updated September 6, 2020, still provides that outdoor seating at restaurants reduces the risk of spread of COVID-19 and recommends prioritizing outdoor seating as much as possible; and

WHEREAS, the City Council desires to amend Resolution 2020-146, as amended by 2020-218, to retroactively extend limited permits which may have been issued for temporary outdoor seating, to provide for a second extension and new expiration of December 31, 2021; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

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

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Amendment of Resolution 2020-146, as Amended by Resolution 2020-218. Section 2 G. of City of Cocoa Resolution 2020-146, as amended by Resolution 2020-218, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Resolution of text existing in the Resolution 2020-146, as amended by Resolution 2020-218. It is intended that the text in the Resolution 2020-146, as amended by Resolution 2020-218, denoted by the asterisks and set forth in this Resolution shall remain unchanged from the language existing prior to adoption of this Resolution):

RESOLUTION 2020-146, as amended by Resolution 2020-218

(* * *)

SECTION 2. Limited Permit to Authorize New, Temporary Outdoor Seating Areas.

(* * *)

G. *Retroactive Extension and Expiration.* All limited permits authorizing new, temporary outdoor seating areas shall expire on December 31 ~~September 30, 2021~~June 30, 2021 ~~February 28~~, 2021 or upon adoption of a subsequent resolution of the City Council terminating such permits and the limited temporary outdoor seating program, whichever is sooner. All limited permits authorizing new, temporary outdoor seating areas previously issued pursuant to Resolution 2020-146, as amended by Resolution 2020-218, shall be automatically and retroactively extended upon the adoption of this Resolution. However, nothing herein is intended to supersede the City Manager's authority to revoke individual limited permits pursuant to Section H herein.

(* * *)

SECTION 3. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 5. Effective date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of September 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	22-459	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	8/3/2022			**In control:**	City Council
On agenda:	8/9/2022			**Final action:**	
Title:	Consider the Appointment of one of the following applicants to fulfill the unexpired term of Jeri Blanco, on the Planning & Zoning Board: Thomas Barton, Nicholas Boardman, Katherine Waterloo-Fridl, Wesley Park, or Aleck Greenwood (1st Alternate). (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Barton Application.pdf Boardman Application.pdf Park Application.pdf Waterloo-Fridl Application.pdf Greenwood Application.pdf Planning Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 3, 2022
Agenda Date: August 9, 2022
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of one of the following applicants to fulfill the unexpired term of Jeri Blanco, on the Planning & Zoning Board: Thomas Barton, Nicholas Boardman, Katherine Waterloo-Fridl, Wesley Park, or Aleck Greenwood (1st Alternate).

BACKGROUND:

The Planning & Zoning Board currently has one Regular member vacancy. The vacancy was created by former member Jeri Blanco, who no longer meets the qualifications for serving on a City board. Ms. Blanco officially resigned in May from the Board and there was an application period thereafter. This appointee will fulfill the term of Ms. Blanco and it would run through November, 2022. The City Clerk's office received the following applications and those who wish to be considered for the position are listed below:

- Thomas Barton expressed in his application that he thrives to help people in the community. He has held several elected offices, was a school board director, served on a municipal township council and would like the opportunity to get involved on the Planning & Zoning

Board. Mr. Barton does not live within the City limits but would be eligible to fill the seat per Article III, Sec. 2-58(d) of the City's Code which states that the maximum number of persons not satisfying both the residency and registered voter requirements shall be limited to a number equal to thirty-three percent (33%) of the total number of voting board or committee members allowed to be appointed or elected to that particular board or committee.

- Nicholas Boardman is the owner of the Bonsai Motel in Rockledge but has expressed an interest in serving on the City's Planning & Zoning Board. He is a current, active community member where he resides and is currently serves on several homeowners' association boards. He would like to apply his experience and offer his time and skills to the City of Cocoa. He is an Aerospace Engineer and also has a strong background in human resources. As mentioned above, he would be eligible to serve per Article III, Sec. 2-58(d) of the City's Code.

- Katherine Waterloo-Fridl previously served on the Block Grant Committee and is the current owner of Xonsultant in Cocoa. She has expressed an interest in serving on the Planning and Zoning Board.

- Wesley Park is the current Chairperson on the City's Utilities Advisory Board and also serves as a citizen member of the Space Coast TPO. He is interested in serving on the Planning and Zoning Board and would like the opportunity to apply his practical and professional experience in order to assist in making the best decisions for the city based on current and future needs.

- Aleck Greenwood is currently the 1st Alternate member on the Planning & Zoning board and was reappointed to the board back in 2019 but had also served as a Regular member on the board prior to that. He is a previous Councilmember and has resided in the City of Cocoa for many years. He has expressed that he would like to be considered as a Regular member of the Planning and Zoning Board again.

A current board roster is attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the Appointment of one of the following applicants to fulfill the unexpired term of Jeri Blanco, on the Planning & Zoning Board: Thomas Barton, Nicholas Boardman, Katherine Waterloo-Fridl, Wesley Park, or Aleck Greenwood (1st Alternate).

county (PSJ)

Carie Shealy

From: noreply@civicplus.com
Sent: Thursday, June 9, 2022 8:46 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	Thomas
Last Name	Barton
Application Date	6/9/2022
Address1	899 BARCLAY DR
City	COCOA
State	Florida
Zip	32927
District	District 1
Home Phone Number	2672262284
Work Phone Number	*Field not completed.*
Cell Phone Number	2672262284
Other Phone Number	*Field not completed.*
Place of Business	retired/perment disability
Title/Position Held	planning/zoning board,code enforecement,

Date of Birth*	
E-mail Address	spudtravelers@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Affordable Housing Advisory Committee, Code Enforcement/Drug Related Public Nuisance Board, Housing Authority, Planning & Zoning Board, Police Community Relations Advisory Board, 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?	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.	Iam a person who thrives on helping in the community and the people. For the people/By the people. i have been a lifetime democrat, held several elected offices, school board director, municipal township council, democratic committeeperson, involved with planning and zoning committee and i wold love to further myself in my new living committee of district 1 cocoa

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male

Disability	Physically Disabled
	Field not completed.
	(Section Break)

Applicant Certification

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Signature	Thomas D. Barton, Sr.
Date:	6/9/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Rockledge

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, June 15, 2022 11:38 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	Nicholas
Last Name	Boardman
Application Date	6/15/2022
Address1	26 Park Ave.
City	Rockledge
State	FL
Zip	32955
District	District 2
Home Phone Number	3215030962
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	The Bonsai Motel
Title/Position Held	Owner

Date of Birth*	
E-mail Address	nick1039@outlook.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Affordable Housing Advisory Committee, Code Enforcement/Drug Related Public Nuisance Board, Housing Authority, Planning & Zoning Board, Redevelopment Agency (Cocoa), Redevelopment Agency (Diamond Square), Sustainability Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	No
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	City of Cocoa board application.docx
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.	Please see attached document for interest in serving on the board. No current prior service for the City of Cocoa.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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Signature	Nick Boardman
Date:	6/15/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

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Email not displaying correctly? View it in your browser.

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, July 20, 2022 2:08 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	Wesley
Last Name	Park
Application Date	7/20/2022
Address1	1112 Abington Street
City	Cocoa
State	FL
Zip	32922
District	District 2
Home Phone Number	321-298-4943
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*

Date of Birth*	
E-mail Address	Wesley.N.Park@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	Planning & Zoning Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
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?	Yes

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	Wesley_Park_Resume-Planning_Zoning_Board.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.	Five years ago, with a desire to become more involved in my local government, I applied and was appointed to the City of Cocoa's Utilities Advisory Board (UAB), and for the past three years I've had the honor of being that board's chairman. Nearly three years ago I was also appointed as a citizen member of the Space Coast Transportation Planning Organization's (TPO's) Bicycle, Pedestrian, & Trails Advisory Committee (BTAC) and remain the only citizen-representative from our area. Serving on both the UAB and BPTAC have indeed allowed me to be more involved and to gain a much better understanding of the processes and responsibilities of our local advisory boards and committees. I'm very proud to have been raised in the City of Cocoa and just as proud to now raise my own children in the same neighborhood that my family has lived in for generations. As such I take my responsibilities as a citizen of our city seriously. I believe Cocoa has great potential to become the thriving city we all know and want it to be. Should I have the opportunity to join the Planning & Zoning Board, I will apply my practical and professional experience accordingly, while also working with and learning from our more experienced and knowledgeable

	board members to become a valued member of the board and assist in making the best decisions for our city based on the current, and future needs, of our community. Thank you for your consideration of my application. Please reach out if you have any questions or more information is required.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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Signature	Wesley Norris Park
Date:	7/20/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

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Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Carie Shealy

From: noreply@civicplus.com
Sent: Friday, June 17, 2022 11:35 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
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(Please Print)

First Name	katherine
Last Name	Waterloo-Fridl
Application Date	6/17/2022
Address1	2907 N Indian River Dr
City	Cocoa
State	FL
Zip	32922
District	District 2
Home Phone Number	321-961-8400
Work Phone Number	*Field not completed.*
Cell Phone Number	321-961-8400
Other Phone Number	*Field not completed.*
Place of Business	Self Employed
Title/Position Held	Owner Xonsultant

Date of Birth*	
E-mail Address	KatherineFridl@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, Planning & Zoning Board, Redevelopment Agency (Diamond Square)

(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 served on the Block Grant Committee during Mayor Michael Blakes last term.

(Section Break)

State Reporting Requirements

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Race	Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

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Signature	Katherine Waterloo Fridl
Date:	6/17/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

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Email not displaying correctly? View it in your browser.

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: ALECK GREENWOOD Application Date: 10-25-18

Street Address, Including Zip Code: P.O. BOX 1077, COCOA FL 32923 (MAILING ADDRESS)

Telephones: Home: (321) 917-3770 Work: _____ Pager: _____ Cell: (321) 917-3770

Place of Business: 640 BREVARD AVE, COCOA, FL. 32922

Title/Position Held: OWNER

Date of Birth[2] [redacted]

Email Address: AGREENWOOD2@CFL.RR.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)
			Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	
Do you own property or a business in Cocoa?	Yes	X	No	
Are you registered to vote in Brevard County, Florida?	Yes	X	No	
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.	Yes		No	X

[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.

If yes, have your civil rights been restored? Yes ___ No ___
Do you consent to a standard criminal background check? Yes X No ___
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board — Yes X No ___
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ___ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ___ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on 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.

CITY COUNCIL MEMBER (TWO TERMS)
WAS RDA MEMBER FROM FIRST DAY BOARD WAS CREATED IN 1980

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

___ African-American
___ Asian-American
___ Hispanic-American
___ Native American
X Caucasian

GENDER

X Male
___ Female

DISABILITY

___ Physically Disabled

APPLICANT CERTIFICATION

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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: _____ Date: 10-25-18

Social Security No: [redacted]

Drivers License No: [redacted]

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

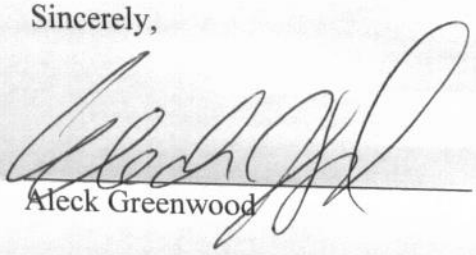
~~In response~~ to inquiry by the Office of the City Clerk, I, Aleck Greenwood

X seek reappointment

_____ do not seek reappointment

as a member of the Planning & Zoning Board for the City of Cocoa for a three-year term.

Sincerely,



Aleck Greenwood

Additional Comments: _____

_____

_____

Return to:

Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Planning & Zoning Board	**Meets Second Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Susan Mock	2121 Muskingum Ave. Cocoa, FL 32926 susanmock@att.net	321-632-6446 (hm)	12/2020 (replaced Larry Koss)	2023
Al Washington	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099 (H) 432-7567 (C)	12/20 Reappointed 11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2023
Veronica Lopez-Velez (Replaced Trina Gilliam)	571 Cressa Cir. Cocoa, FL 32926 Ronilope011@gmail.com	407-498-8510 (cell)	12/21 Appointed	2024
Marilyn Green (Replaced Jake Williams, Jr.) Vice Chairperson (as of 4/6/22)	104 Riverside Dr. #204 Cocoa, FL 32922 Mlgreen20@gmail.com	617-5554 (hm) 603-502-4632 (cell)	10/21 Reappointed 02/18 Appointed	2024
Michael Dobrin	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	11/20 Reappointed 11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2023
~~Jeri Blanco~~ **VACANCY**	~~1330 Moscato Drive~~ ~~Titusville, FL 32780~~ ~~(owns property in Cocoa)~~ ~~Jeri.blanco@gmail.com~~	~~321-514-3531~~	~~01/2019~~ ~~Appointed~~	~~2022~~
Russell Sengel Chairman (as of 4/6/22)	[redacted] rsengel@cfl.rr.com [redacted] rsengel@cocoafl.org	[redacted]	11/19 Reappointed 11/16 Reappointed 10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2022
Justin Simpson	2515 Stanford Dr. Cocoa, FL 32926 Justin.darrell.simpson88@gmail.com	907-347-1003	05/2021 Appointed	2024
Todd Anderson (non-resident)	6570 Pleasant Ave., Cocoa, FL 32927 toddpanderson@yahoo.com	403-7595 (cell~~)~~	02/2020 Appointed 11/16 Reappointed 1/28/14 appointed (to fill vacancy	2022

			left by Stephenson)	
Aleck Greenwood -1st Alternate	PO Box 1077 Cocoa, FL 32923 Agreenwood2@cfl.rr.com	321-917-3770	01/2019 Appointed	No expiration
MerryBeth Burgess- 2nd Alternate	19 Parkway Street Cocoa, FL 32922 merrybethburgess@rocketmail.com	404-683-0560 home/cell	01/2022 Appointed	No expiration
Debbie Joyce (Non-Voting Member)	3231 Nottingham Ln., Cocoa, FL 32926 Debbie32926@brighthouse.com Debbie3231nl@outlook.com	321-338-2047	03/2020 Appointed	No expiration
LIAISON	Councilman Hearn	474-1189	Updated 12/20	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Monica Arsenault	433-8488		

Legislation Details (With Text)

File #:	22-450	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Council Busines
File created:	7/29/2022			**In control:**	City Council
On agenda:	8/9/2022			**Final action:**	
Title:	To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion Areas J & K. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SOIRL Enf Cost Est 7.29.2022 .pdf Homeowner cost estimate 8.4.2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 11, 2022
Agenda Date: July 26, 2022
Prepared By: John A. Walsh, P.E., Utilities Director
Through: Stockton Whitten, City Manager
Requested Action:
To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion Areas J & K

BACKGROUND:

This agenda item was previously reviewed by Council on June 24, 2022 and on July 26, 2022. Portions of the agenda remain the same and portions have been updated with the latest information avaialable.

Two areas within the City of Cocoa along Indian River Drive have been identified for funding form the Save Our Indian River Lagoon (SOIRL) tax adopted by Brevard County. The areas are known as Area “J” and “K” and consist of a total of 92 single family homes that can be elgible for reimbursement to remove their septic systems and replace with a city owned gravity sewer system.

The SOIRL study conducted by Tetra Tech identified 5 major areas of pollutants into the Indian River Lagoon;

1. Stormwater runoff
2. Baseflow/septic, leaking sewer, reclaimed water
3. Atmospheric deposition
4. Point sources

5. Muck flux

SOIRL currently has approved an allocation of approximately $5.6M for 99 lots toward the design, construction of a new gravity sewer system to eliminate existing septic systems assuming 100% participation. However, current cost estimates place the costs of construction of the new gravity system at $6.7 to $8.3M. This estimate does not inlcude homeowner on site costs.

Cocoa engaged a consultant to prepare a preliminary feasibility study to identify more specifically how many homes could be served, if a gravity or pressure force main system would be required and to understand the geology, and the challenges of construction in this area. Upon completion of a preliminary layout for the sewer, a community meeting was held last year for citizens to ask questions and see the proposed scope of work.

The final design and plans are complete. The opinion of probable costs was prepared by the Engineer of Record and the costs vary based on the method of construction used by a contractor to install the sewer mains.

Currently, the 92 lots would be eligible for a total of approximately $5.1M in SOIRL funding for 100% participation per SOIRL Program, Feb 2022. The cost over runs could range from $1.7M to $3.3M to fully construct the gravity sewer mains. This assumes 100% participation of the 92 lot owners and the costs to the city increase as the participation rate decreases. For example, at 70% participation, the city could be responsible to pay an estimated $3.3M to $4.9M of reimbursable costs back to Brevard County.

At the community meeting hosted by Staff and our consultant in November 2020, the project was presented as a potential no cost to the homeowners based on information known at the time. Per our current discussion with Brevard County, the costs for the design and construction of the sewer system are reimbursable and the onsite costs of the homeowner are not reimbursable under the SOIRL program but may be eligible under other grants offered by FDEP or SJRWMD. A survey was conducted in conjunction with the community meeting and of the 40 respondents, 22 homeowners or 55% were not supportive of the project if the homeowner was responsible for costs associated with connecting to the sewer system.

Currently, City of Cocoa Code of Ordinances does not require existing homeowners who have functioning septic systems to connect to the city sewer system. The following items are presented to outline options available to Council to consider. The financial liabilities associated with this project will need to be addressed and the appropriate actions identified for follow up by staff. To address the requirements to connect or not connect and to address shortfall in funding that is not covered by either the SOIRL funding for infrastructure or a future grant from FDEP/SJRWMD for homeowner costs, the following options are available:

Option 1: Withdraw the sewer infrastructure project and let the homeowners submit and qualify for advanced septic treatment funding from SOIRL

If chosen, withdrawing the Septic to Sewer Conversion project will allow all homeowners within the current J and K areas to seek reimbursement for septic replacements if the new septic system meets all the advanced treatment requirements outlined in the SOIRL technical report. Brevard County Natural Resources Department will require a letter from the city to withdraw the project.

Homeowners would be immediately eligible for to apply to Brevard County for individual septic system replacement dollars. Per the SOIRL website, the maximum reimbursement for advanced septic systems is $18,000 per lot. This option allows the greatest freedom of choice for homeowners but not complete removal of nutrients to the lagoon.

Option 2: Mandatory Participation. Require all homeowners to connect to the sewer system once completed and draft an ordinance. Council must determine who pays for cost overruns, authorize staff to apply for the FDEP grant available, and if homeowners are responsible for cost overruns, then Council must identify what enforcement actions it will take to recoup money the City must pay back to the County in the case of non-compliance.

If the cost overruns (if they occur) for public infrastructure are greater than SOIRL funding and any applicable grants, the cost above the funding will be identified as to be paid for by:

A) Utilities/Utility Rate Payers or
B) Homeowners

The City of Cocoa would be responsible to collectively apply for grants on behalf of all homeowners to FDEP or SJRWMD for additional reimbursements for septic abandonment, new sewer service line, hardscape replacements and potentially impact fee if allowed by the grant.

With mandatory participation, the city can apply for a grant from SJRWMD or FDEP for the short fall from SOIRL. Adopting a specific mandatory connect policy for the homeowners in the affected areas as well as a policy for non-compliance with enforcement actions detailed is needed. The details on enforcement to address homeowners who refuse to comply will need to be identified. The policy must address the costs not covered due to refusal to participate and the costs above allocated funding regardless of the source of funding.

In the above option, the cost overrun funding source for public infrastructure will need to be specifically stipulated as either a city utility responsibility or a homeowner responsibility. Mandatory participation ensures maximum reimbursement from SOIRL funding but may be insufficient. Homeowners via the City can seek grants for new service lines and other related costs. If homeowners are to pay for infrastructure overruns, the estimated costs spread over 92 lots may create a large liability to the homeowners.

To require homeowners to connect, the City would adopt a citywide mandatory connection policy addressing lots that have existing septic when city sewer systems are or become available. The areas identified as Area J and Area K from the Brevard County Tetra Tech Report would be required to connect without exception due to the proximity of the homes to the lagoon and the environmental harm such as algae blooms and nutrient loading caused by the septic systems per the Tetra Tech report.

Homes outside Area J and K and outside the areas designated in the Tetra Tech report (i.e., west of US 1), who have working septic systems and currently have city sewer system available can be granted exceptions to connect. Staff estimates there are approximately 129 parcels within the city limits that have current water accounts and have access to existing sewer but have no current sewer account. The exceptions for parcels west of US1 granted would not force anyone to connect but current policies would require them to connect once their septic system fails in the future.

However, there are 19 parcels east of US1 that currently have access to an existing Cocoa gravity sewer system and are not connected. Because of their proximity to the Indian River Lagoon, these

parcels would be required to connect based on the same rationale of protecting the Indian River Lagoon covered under the Tetra Tech Report which is applicable to the J & K Areas, but these 19 parcels may not qualify for current grant funding from SOIRL or other agencies.

Finally, Staff has reviewed the draft contract used on other SOIRL projects and Section 15 b. contains a funding restriction that requires any City funds budgeted for the Project, that are saved by the City by virtue of reimbursement or allocation received from the SOIRL cost-share agreement, be expended for other future SOIRL projects. County Staff and the City Attorney are currently reviewing and discussing this contract language with the County and have determined that the County would be amenable to deleting that Section and funding restriction in the future contract with the City. The deletion of the Section and funding restriction would address the City's concerns.

The Utilities Department will need to cash fund the project subject to review and upon securing mandatory participation, sign a contract with Brevard County to accept the funding reimbursement from SOIRL.

Option 3 Non-mandatory participation (Do nothing with current policies)
Cost overruns (if they occur) for public infrastructure are greater than SOIRL allocations will be paid for by city utilities department.

A) Utilities/Utility Rate Payers or
B) Homeowners

This option is not viable without the full support of all residents to maximize SOIRL funding.

Option 4: Delay Decision to move forward
The Council could choose to take no action at this time. The delay would continue to hold allocations ($5.6M) from SOIRL toward the project but would also not allow any of the 92 homeowners to apply for advanced septic funding. The final engineer design can be held until the city is ready to act. It is difficult to predict what construction costs would be in the future considering the current volatility and high inflation spike we are seeing today and whether the delay would increase or decrease future costs.

STRATEGIC PLAN CONNECTION:

Investment in Public Infrastructure (Invest in Environmental Stewardship)

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On July 26th, 2022, Council reviewed an agenda item to consider multiple options for the Save Our Indian River Lagoon Septic to Sewer Project. Staff was direct to research and update public and private infrastructure costs and return the agenda to the August 9, 2022 meeting.

On June 24th, 2022, Council reviewed an agenda item to consider multiple options for the Save Our Indian River Lagoon Septic to Sewer Project. More information on sewer impacts outside the Indian River Drive corridor needed to be considered and the item was tabled until the July 26th, 2022 meeting.

On November 13, 2019, Council approved a task order for Bussen-Mayer Engineering Group (AKA DRMP), for final engineering design and surveying.

On December 12, 2017 Council approved a task order for Bussen-Mayer Engineering Group for preliminary design, geotechnical analyis, survey and project feasibility.

RECOMMENDED MOTION:

To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion Areas J & K

PRELIMINARY Engineer's Estimate of Probable Cost

— Area J and Area K —

N. Indian River Drive Sewer Improvements

City of Cocoa, Florida

File # 21-0540.001 cost estimate

Date: 07/29/22

Item	Unit $	Un	Option 1 Excavate & Bore Qty.	Option 1 Excavate & Bore Ext. $	Option 2 All Excavation Qty.	Option 2 All Excavation Ext. $
Mobilization	—	LS	—	510,000.00	—	625,000.00
Erosion control	—	LS	—	205,000.00	—	285,000.00
Maintenance of traffic	—	LS	—	200,000.00	—	300,000.00
Clearing and grubbing	—	LS	—	175,000.00	—	305,000.00
Signing & pvmt. markings	—	LS	—	60,000.00	—	60,000.00
Dewatering	—	LS	—	400,000.00	—	720,000.00
Sheeting & shoring	—	LS	—	210,000.00	—	350,000.00
Excavate/remove coquina	—	LS	—	400,000.00	—	600,000.00
Haul coquina, truck load	300.00	EA	388	116,400.00	530	159,000.00
Replacement fill	15.00	CY	3,520	52,800.00	4,820	72,300.00
8" SDR35 PVC (0–6')	65.00	LF	779	50,635.00	2,923	189,995.00
8" SDR35 PVC (6–8')	75.00	LF	979	73,425.00	1,558	116,850.00
8" SDR35 PVC (8–10')	86.00	LF	1,120	96,320.00	1,343	115,498.00
8" SDR35 PVC (10–12')	105.00	LF	537	56,385.00	1,013	106,365.00
8" DR18 PVC (0–6')	72.00	LF	0	0.00	66	4,752.00
8" DR18 PVC (6–8')	82.00	LF	0	0.00	90	7,380.00
8" DR18 PVC (8–10')	94.00	LF	42	3,948.00	132	12,408.00
8" DR18 PVC (10–12')	110.00	LF	166	18,260.00	256	28,160.00
8" DR18 PVC (12–14')	122.00	LF	213	25,986.00	256	31,232.00
8" DR18 PVC (14–16')	132.00	LF	422	55,704.00	422	55,704.00
10" SDR35 PVC (0–6')	90.00	LF	466	41,940.00	466	41,940.00
Direct drill 8" fusible PVC	140.00	LF	3,801	532,140.00	0	0.00
4' Manhole (0–6')	8,000.00	EA	12	96,000.00	16	128,000.00
4' Manhole (6–8')	10,000.00	EA	11	110,000.00	9	90,000.00
4' Manhole (8–10')	11,600.00	EA	7	81,200.00	7	81,200.00
4' Manhole (10–12')	14,000.00	EA	4	56,000.00	4	56,000.00
5' Manhole (12–14')	18,000.00	EA	3	54,000.00	1	18,000.00
5' Manhole (14–16')	20,000.00	EA	2	40,000.00	2	40,000.00
Drop manhole (6–8')	15,000.00	EA	1	15,000.00	1	15,000.00
Drop manhole (8–10')	17,000.00	EA	0	0.00	1	17,000.00
Service, single	1,550.00	EA	99	153,450.00	99	153,450.00
Core existing manhole	4,000.00	EA	3	12,000.00	3	12,000.00
Drainage pipe (replace)	150.00	LF	50	7,500.00	50	7,500.00
Flowable fill	250.00	CY	1,078	269,500.00	494	123,500.00
Mill exist. asphalt, 1"	10.00	SY	17,285	172,850.00	17,285	172,850.00
Type B stabilization	12.00	SY	7,835	94,020.00	11,370	136,440.00
10" Limerock base	35.00	SY	7,835	274,225.00	11,370	397,950.00
SP-9.5 asphalt, 1"	150.00	TN	951	142,650.00	951	142,650.00
SP-12.5 asphalt, 2.5"	150.00	TN	1,300	195,000.00	1,663	249,450.00
Curb & gutter	30.00	LF	3,920	117,600.00	4,670	140,100.00
Concrete sidewalk	100.00	SY	1,645	164,500.00	1,645	164,500.00
Pavers (contingency)	250.00	SY	200	50,000.00	600	150,000.00
Sod	6.00	SY	5,290	31,740.00	6,290	37,740.00
Misc. R/W restoration	—	LS	—	220,000.00	—	460,000.00
Lift sta. upgrades (Dixon)	—	LS	—	100,000.00	—	100,000.00
		Subtotal		$5,741,178		$7,079,914
		18% Contingency		$1,033,412		$1,274,385
		Total Estimated Cost		**$6,774,590**		**$8,354,299**

Notes:

1. This estimate is preliminary and subject to final design and permitting.

Save Our Indian River Lagoon 8/4/2022

Estimated Private Homeowner Costs

Typcial Lot Depth 190

Typical Setback 80

	Units	Quantity	Unit Price	Cost
new 4" service line (in back)	l.f.	150	50	7500
septic tank abandon	L.S.	1	2500	2500
roadbase/fill	L.S.	1	3000	3000
				0
hardscape miscellaneous	s.y.	100	20	2000
driveways	c.y.	5	120	600
concrete decks/sidewalk	c.y.	10	120	1200
shrubs/trees	L.S.	1	4000	4000
sod	s.y.	100	5	500
irrigation repairs	L.S.	1	2000	2000
bore service line	l.f.	0	0	0
				$23,300
			Contingency	20%
				$27,960

Typcial Lot Depth 300

Typical Setback 125

	Units	Quantity	Unit Price	Cost
new 4" service line (in back)	l.f.	200	50	10000
septic tank abandon	L.S.	1	2500	2500
roadbase/fill	L.S.	1	3000	3000
				0
hardscape miscellaneous	s.y.	100	20	2000
driveways	c.y.	5	120	600
concrete decks/sidewalk	c.y.	10	120	1200
shrubs/trees	L.S.	1	4000	4000
sod	s.y.	100	5	500
irrigation repairs	L.S.	1	2000	2000
bore service line	l.f.	0	0	0
				$25,800
			Contingency	20%
				$30,960

Best Case

Typcial Lot Depth		180		
Typical Setback		50		
	Units	Quantity	Unit Price	Cost
new 4" service line (in front)	l.f.	50	50	2500
septic tank abandon	L.S.	1	2500	2500
roadbase/fill	L.S.	1	3000	3000
				0
hardscape miscellaneous	s.y.	100	20	2000
driveways	c.y.	5	120	600
concrete decks/sidewalk	c.y.	10	120	1200
shrubs/trees	L.S.	0.5	4000	2000
sod	s.y.	100	5	500
irrigation repairs	L.S.	0.5	2000	1000
bore service line	l.f.	0	0	0
				$15,300
			Contingency	20%
				$18,360

Worst Case

Typcial Lot Depth		240		
Typical Setback		80		
	Units	Quantity	Unit Price	Cost
new 4" PVC service line	l.f.	275	$50	$13,750
septic tank abandon	L.S.	2	$2,500	$5,000
roadbase/fill	L.S.	2	$6,000	$12,000
				$0
hardscape miscellaneous	s.y.	100	$20	$2,000
driveways	c.y.	10	$120	$1,200
concrete decks/sidewalk	c.y.	0	$120	$0
shrubs/trees	L.S.	0	$4,000	$0
sod	s.y.	50	$5	$250
irrigation repairs	L.S.	1	$2,000	$2,000
bore service line	l.f.	200	$80	$16,000
				$52,200
			Contingency	20%
				$62,640

House lower than Road Case

Typcial Lot Depth		100			
Typical Setback		25			
		Units	Quantity	Unit Price	Cost
	new 4" PVC service line	l.f.	50	$50	$2,500
	septic tank abandon	L.S.	1	$2,500	$2,500
	roadbase/fill	L.S.	1	$6,000	$6,000
					$0
	hardscape miscellaneous	s.y.	50	$20	$1,000
	driveways	c.y.	10	$120	$1,200
	concrete decks/sidewalk	c.y.	0	$120	$0
	shrubs/trees	L.S.	0	$4,000	$0
	sod	s.y.	30	$5	$150
	irrigation repairs	L.S.	0.5	$2,000	$1,000
	bore service line	l.f.	0	$80	$0
	private pump and tank	l.s.	1	$6,000	$6,000
					$20,350
				Contingency	20%
					$24,420

Unit Cost	Lots		Cost
$62,640		4	$250,560
$30,960		50	$1,548,000
$27,960		20	$559,200
$24,420		18	$439,560
		92	
	TOTAL ESTIMATE		$2,797,320
	Impact Fees		$161,000
			$2,958,320

Legislation Details (With Text)

File #:	22-430	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	7/25/2022			**In control:**	City Council
On agenda:	8/9/2022			**Final action:**	
Title:	Approve the Preliminary Assessment Resolution No. 2022-075 for Fire Protection, for Fiscal Year 2023. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Preliminary Fire Assessment Resolution 2022.pdf mem_fy23_cocoa_fire_20220725.pdf Ad Proof of Publication.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 25, 2022
Agenda Date: August 9, 2022
Prepared By: Colleen Campbell, MBA, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve the Preliminary Assessment Resolution 2022-075 for Fire Protection, for Fiscal Year 2023.

BACKGROUND:

On May 9, 2006, City Council approved Ordinance 20-2006 (“Ordinance”) that adopted a fire protection assessment to partially fund the provision of fire protection and first response medical services (“rescue”) (collectively “fire protection services”) to properties within the City. Each year as part of the budgeting process, City Council must adopt the fire assessment rate schedule for the upcoming budget year.

In May 2013, the City entered into a contract with Stantec (Burton & Associates, Inc.), to conduct a study for purposes of updating the City’s fire protection assessment using a revised methodology that is based upon the availability of fire protection services to all parcels within City limits and the protection from loss of structures on improved parcels within City limits. In addition, the new methodology was used to develop a rate structure that will partially fund the City’s cost to provide fire protection services consistent with the authority set forth in the Ordinance. The results of the Study and recommendations are reported in the “FY2014 Non-Ad Valorem Fire Protection Assessment Study Final Report” dated August 7, 2013, which was presented to City Council on August 13, 2013.

The Study was updated in July 2015 with the objective to develop an updated methodology that will

result in assessment rates that will recover a portion of the full cost of providing fire protection service to properties within the City limits in proportion to the benefit received and to more equitably apportion the cost to vacant properties. Calculations to determine the rate structure include all appropriate costs to operate the City's Fire Department except for distinct costs attributable to emergency medical services, as required by law. Revenue from the fire protection assessment will be utilized to sustain the current level of service and to partially fund construction of new fire stations in future fiscal years.

The Final Assessment Resolution for FY2017 was approved by City Council on September 6, 2016 with the recommendation of a 3% increase to the Fire Assessment rate, which was incorporated into the General Fund Sustainability Analysis. Based on this analysis, it was determined that the rate increase would provide sufficient revenues for projected operations, maintenance costs, and the Fire Department's capital improvement plan.

During the FY2018 Budget Workshop on June 29th, 2017, City Staff presented to City Council, Stantec' s (Burton and Associates) recommendation of a proposed 5% increase to the Fire Assessment rate, which was incorporated into the General Fund Sustainability Analysis. Based on this analysis, it was determined that the rate increase would provide sufficient revenues operations, maintenance costs, and the Fire Department's capital improvement plan. The additional 2% over the projected 3% which equals the proposed 5%, provided for the full amount of debt service incurred for the construction of the City's three (3) fire stations. The original debt service was projected at $425,000 per year; however, after securing the debt the annual debt service amounted to approximately $465,000 per year. On September 5, 2017, City Council approved Final Fire Assessment Resolution 2017-78, with the recommended 5% increase.

At the September 5, 2018 City Council meeting, Staff recommended that the City Council approve the Final Fire Assessment Resolution inclusive of a 3% increase. For the purposes of this non-ad valorem assessment, benefited parcels are all parcels within the jurisdictional limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, rights-of-way/buffers and other properties exempted by law, agreement, or other lawful action of the City Council. Additionally, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment.

On September 11, 2019 at the City Council Meeting, Staff recommended a 3% increase to Fire Assessment Rates for the FY2020 Budget. The rate increase was approved and the Final Assessment Resolution was Adopted by City Council, which supported 43% of the Fire Departments Budget.

On September 9, 2020 at the City Council Meeting, Staff recommended a 3% increase to Fire Assessment Rates for the FY2021 Budget. The rate increase was approved and the Final Assessment Resolution was Adopted by City Council, which supported 42% of the Fire Departments Budget.

On July 8, 2021 at the City Council Meeting, Staff recommended a 3% increase to Fire Assessment Rates for the FY2021 Budget. The rate increase was approved and the Final Assessment Resolution was Adopted by City Council, which supported 42% of the Fire Departments Budget.

At the July 8, 2022 Budget Workshop, City Council approved the recommendation by Stantec and

City Staff, to build in a 3% increase to Fire Assessment Rates within the FY23 Budget. Per Ordinance it is required that the City Council first approve a Preliminary Assessment Resolution, which is attached to this agenda. After the approval of the Preliminary Assessment Resolution, the City Council is required to hold a Public Hearing, in accordance with the Ordinance and Florida Statutes, for purposes of adopting a Final Assessment Resolution formally approving the fire assessment rates. The Final Assessment Hearing will be held on August 23, 2022 at 6:00P.M., in City Council Chambers. The final approved rates are then submitted to the Brevard County Tax Collector for purposes of collecting the fire assessment on the annual non-ad valorem assessment portion of the annual property tax bill, no later than September 15, 2022.

For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue services to all parcels and the protection from loss of structures on improved parcels.

The current fire protection assessment rates adopted by City Council last year are as follows:

Fiscal Year 2022:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$228.76	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$161.74	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$10.14	$13.55

Proposed Fiscal Year 2023 is set forth below:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$235.62	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$166.59	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$10.44	$13.55

Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to fund fire/rescue services at appropriate levels of service including,

but not limited to, providing continued availability of fire insurance at favorable rates due to ISO rating, protection from loss of property due to fire, and preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability is part of the City's strategic plan. The recommended rate structure will recover a portion of the cost of providing fire protection service to properties within the city limits for FY2023 and subsequent years in proportion to the benefit received from the fire protection service provided by the City. Costs not covered by the fire protection assessment must be met by other revenue sources within the General Fund

BUDGETARY IMPACT:

The total amount gross revenue in FY2023 from this proposed fire protection assessment is estimated to be $3.30 million dollars, **which is ~45%** of FY2023 proposed budgeted fire protection services. Fire assessment budgeted at 95%, $3.13 million dollars, **which is ~43%** of the FY2023 proposed budgeted fire protection services.

PREVIOUS ACTION:

On May 9, 2006, City Council approved Ordinance 20-2006 that adopted a fire protection assessment to partially fund the provision of fire protection and first response medical services to properties within the City.

In reliance upon the Ordinance, the City Council has approved an annual fire assessment to fund a portion of the annual Fire Department budget since 2006

RECOMMENDED MOTION:

Approve the Preliminary Assessment Resolution 2022-075 for Fire Protection, for Fiscal Year 2023.

CITY OF COCOA, FLORIDA

FIRE PROTECTON ASSESSMENT
PRELIMINARY ASSESSMENT RESOLUTION

ADOPTED AUGUST 09, 2022

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RESOLUTION No. 2022-075

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, RELATING TO THE DELIVERY AND FUNDING OF FIRE PROTECTION SERVICES AND FACILITIES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 20-2006 WITHIN THE ENTIRE AREA OF THE CITY TO FUND FIRE PROTECTION SERVICES AND FACILITIES; ESTABLISHING FIRE ASSESSMENT RATES FOR CITY FISCAL YEAR 2022/2023; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED SPECIAL ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Cocoa, Florida is adopted pursuant to City Ordinance No. 20-2006, Sections 166.021, 166.041 and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Preliminary Rate Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all Parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the fire protection services, programs or facilities identified or contemplated in this Resolution and included in the Assessment Roll.

"Assessment Study" means the City of Cocoa FY 2016 Fire Protection Assessment Study, dated August 5, 2015, as updated by the FY 2017 Fire Protection Assessment Study, dated July 25, 2016, prepared by Burton & Associates, as updated by the Technical Memorandums prepared by Stantec, dated August 4, 2017, August 9, 2018, August 6, 2019, August 18, 2020, July 27, 2021 and July 26, 2022, as may be further amended in writing.

"Assessment Ordinance" means City Ordinance No. 20-2006, as may be amended from time to time, or its successor in function.

"City" means the City of Cocoa, Florida.

"City Clerk" means the clerk of the City Council.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Fire Protection Assessments or such person's designee.

"City Council" means the governing body of the City of Cocoa, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Tax Parcel" or "Parcel" means a parcel of property to which the Brevard County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. In addition and supplemental to the findings adopted by the City Council in Ordinance No. 20-2006, it is hereby ascertained, determined and declared as follows:

(A) The constant preparedness to provide fire protection services, facilities and programs possesses a logical relationship to the use and enjoyment of real property by: (1) preserving and/or enhancing property values, marketability and ability to develop for all parcels; (2) protecting the value of the improvements and structures through the continual availability of fire control and provision of fire protection and associated rescue services; (3) protecting the life and safety of intended occupants in the use and enjoyment of real property; (4) lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection and associated rescue program within the City; (5) providing protection for uninsured or underinsured property and property owners; and (6) containing the spread of fire incidents, sometimes occurring on unimproved property, with the potential to spread and endanger the value, structures and occupants of nearby property, thereby limiting liability.

(B) The City Council has carefully considered the Assessment Study which describes an apportionment methodology based upon the benefit conveyed by readiness-to-serve availability of fire protection service provided by the City to all parcels (improved and unimproved), and an additional benefit that this availability of service provides to improved property by the protection from the loss of the structures on

improved parcels through the ability to obtain insurance at attractive rates and the ability of the City to respond to and suppress a fire, and has considered the recent decision of the Florida Supreme Court, Morris v. City of Cape Coral, 163 So. 3d 1174 (Fla. 2015), which upheld a similar methodological approach recommended by Burton & Associates that apportioned costs based on the general availability of fire protection services to all property owners in tier 1, and in tier 2, provided the additional benefit to improved property owners of protecting structures from damage.

(C) Readiness to serve apportionment is based upon the premise that real property receives a substantial benefit from the mere presence and availability of on-call fire protection services and facilities. Such benefit is independent of, and enjoyed even in the absence of, a call or need for actual service. A given Tax Parcel is benefited over time by that availability alone, even when that Tax Parcel does not generate a call for service, through increased value and marketability, development potential, heightened use and enjoyment of the property, and reduced insurance premiums.

(D) The City expends substantial and measurable resources each year in maintaining a constant state of availability, readiness and preparedness which is the primary function of the Fire Department. Preparedness costs are generally those incurred in providing the personnel, operations and facilities necessary for continual, around-the-clock readiness to serve fire protection. Aside from annual inflationary adjustments and atypical expenditures necessitated in a given budget cycle, such costs remain relatively

static and unchanged from year to year and are therefore predictable with accuracy across consecutive budget cycles. Preparedness costs are not determined by the nature of an actual fire event or the whether a Tax Parcel is improved or un-improved and are incurred even when the department remains on standby.

(E) Preparedness costs associated with readiness to serve will be incurred without regard to the nature, extent or duration of actual deployments, or the improved or un-improved status of an individual Tax Parcel, and logically apply to every Tax Parcel (or parcel equivalent for un-improved parcels) of real property in the City. However, in the City's current fire assessment rate structure, residential properties are assessed an equal amount per dwelling unit and it was determined to maintain that same feature in the proposed assessment rate structure. Therefore, it was determined that residential dwelling units share in the preparedness costs equally per dwelling unit. Un-improved parcels are converted to parcel equivalents, or parcel equivalent benefit units (parcel EBUs) by dividing the subject parcel's acreage by the average size of improved parcels of the same property class. Preparedness costs are logically related to the number of Tax Parcels/Dwelling Units/parcel EBUs) which, in the aggregate, define the geography of the City and establish the basic service area within which the City must ensure preparedness and readiness to serve. Such preparedness costs are equitably and reasonably shared by all Tax Parcels/Dwelling Units /parcel EBUs on an equal basis since each Tax

Parcel/Dwelling Unit /parcel EBU benefits in a substantially similar degree from the readiness to serve aspect of such costs.

(F) All Tax Parcels/Dwelling Units/parcel EBUs within the City receive a substantially similar special benefit from the availability of fire protection services and facilities provided by the City, because the fire protection resources are maintained throughout the City at the same state of response readiness and availability to all Tax Parcels/Dwelling Units/parcel EBUs.

(G) The City maintains its fire protection resources at a level that provides a response readiness condition to respond to calls for service throughout the City at relatively equal levels of service. When needed, responses are made to calls for service without discrimination as to the property type, location within the City, or any other factors specific to the property requiring the service.

(H) Therefore, all properties, improved and unimproved, receive a special benefit from the very availability of the City's fire protection services and facilities, and improved Tax Parcels also receive an additional special benefit in the protection from the loss of structures on the property afforded by 1) the ability to obtain fire insurance at attractive rates, and 2) the availability of the fire protection services provided by the City to actually suppress a fire and protect the structure(s) on the property from damage and/or loss. The special benefits provided to all Tax Parcels/Dwelling Units/parcel EBUs,

improved and unimproved, by the availability of fire protection services and facilities provided by the City include but are not limited to:

(1) Availability of immediate response to fire,

(2) First responder medical aid to protect the life and safety of occupants,

(3) Containment of liability for emergency incidents on the subject Tax Parcels and the spread of fires to other property,

(4) Enhanced property value, and

(5) Enhanced marketability of and/or ability to develop property.

(I) In addition to the above special benefits that are conferred upon all Tax Parcels/Dwelling Units/parcel EBUs in the City, additional benefits are conferred upon improved Tax Parcels including protection from the loss of structures on the property due to fire by virtue of:

(1) The ability to obtain fire insurance and to obtain that insurance at attractive rates because of the availability of fire protection service, and

(2) Protection of loss of structures provided by the availability of fire suppression service provided by the City.

(J) Accordingly, the apportionment methodology described in the Assessment Study recognizes two tiers of benefit: Tier 1, the simple availability of fire protection service which is available equally without discrimination to all Tax Parcels/Dwelling

Units/parcel EBUs of all types within the City by virtue of the continued state of readiness to provide fire protection service that is maintained by the City, and Tier 2, the protection from the loss of structures on the property provided by the availability of fire protection service by the ability to obtain fire insurance, and the continued state of readiness maintained by the City so that when actual calls for service are received the City can provide fire suppression service to protect property owners from the loss of structures on their property. As with the Tier 1 readiness costs, the Tier 2 costs for the structure value on all improved residential parcels is allocated equally per dwelling unit to all dwelling units on those parcels; thus the combined Tier 1 costs per dwelling unit plus the Tier 2 costs per dwelling unit result in a uniform, equal assessment rate per dwelling unit for all dwelling units on improved residential parcels.

(K) The fixed, non-discretionary costs of the Fire Department comprising Tier 1 are generally the personnel costs that must be incurred independent of the number of calls for service (which are total personnel costs less the portion of personnel costs involved in actually responding to calls for service) plus lease payments and capital expenses. The Assessment Study has determined that such Tier 1 costs represent approximately 60% of total fire protection costs.

(L) Tier 2 costs associated with protection from loss of structures on property include all other costs that are not included in Tier 1. Such Tier 2 costs include the portion of personnel costs involved in actually responding to calls for service, plus other costs

that are incurred relative to variable drivers such as fuel, equipment maintenance, and other operating costs. The Assessment Study has determined that such Tier 2 costs represent approximately 40% of total fire protection costs.

(M) Improved properties benefit from the protection from loss of the structures on the Tax Parcels. The protection from the loss of the structures due to fire is best represented by the protection from the loss of the investment in the structure(s) or the avoidance of the cost of replacing the structure(s) on the property. This protection from loss is conferred on such Tax Parcels by the availability of the fire protection services provided by the City either through the ability to obtain fire insurance or by the ability of the City to provide actual fire suppression services, whether or not a request for service is ever received.

(N) The actual investment or replacement cost of the structure(s) on the Tax Parcels in the City is not readily available and would require inordinate resources to determine and maintain over time. However, the structure values on tax parcels analyzed annually pursuant to state law and kept in the County Property Appraiser's database are readily available and are the best data reasonably available as a surrogate representation of the relative investment or replacement cost of structures on each Tax Parcel in the City as compared to the investment or replacement cost of structures on all Tax Parcels in the City. Therefore, it is appropriate to apportion the costs associated with

Tier 2 based upon the relative value of structures on improved Tax Parcels as contained in the Property Appraiser's database.

(O) Apportionment associated with Tier 2 based upon structure value inherently addresses the higher and proportionate benefit accruing to properties facing potentially greater financial loss in the event of fire incident and is a direct and logical means to allocate the costs and benefits of fire protection services and facilities associated with Tier 2.

(P) Besides cost and efficiency advantages associated with relying upon a publicly maintained database for apportionment metrics, a methodology utilizing structure value is advantageous because it is uniform across all Tax Parcels in its application of value as a proxy for measuring and allocating the relative benefit conveyed to each improved Tax Parcel. Tax Parcels with similar structure value are assessed with proportionate fairness, and the methodology provides an internal system of controls which is self-correcting in that valuation may change over time according to improvements, redevelopment and other factors and such changes in value will be addressed automatically each subsequent year in accordance with the latest structure value determined by the Property Appraiser. In Morris v. City of Cape Coral, 163 So. 3d 1174, 1179 (Fla. 2015), the Florida Supreme Court found that the "use of property appraiser's structure value is reasonable because the property appraiser is statutorily required to use replacement cost to determine this value."

(Q) Utilizing improvement value as one factor among several considered in a given methodology is fair, reasonable and equitable since the resulting assessments form a logical valuation base against which the special benefits and costs may be multiplied or determined.

(R) In the City's current fire assessment rate structure, residential properties are assessed an equal amount per dwelling unit. It was determined to maintain that same feature in the proposed assessment rate structure. Therefore, the assessment rate per residential dwelling unit was calculated as the sum of the Tier 1 costs for all improved residential parcels plus the Tier 2 costs for all residential parcels divided by the total number of dwelling units on all improved residential parcels to derive the average assessment per dwelling unit.

(S) The two-tiered apportionment methodology relies upon the property database maintained by the Property Appraiser in the normal course of performing his or her constitutional responsibilities. The database indicates the number of Tax Parcels within the City, each Tax Parcel's status as improved or unimproved, and the structure or improvement value associated with each. The number of Tax Parcels and structure value are updated by the Property Appraiser as properties within the City develop or combine, split or subdivide. Therefore, the fire assessments will be essentially self-correcting as the assessment roll is updated each year and unimproved Tax Parcels upon which structures have been constructed are reclassified as improved Tax Parcels and their

assessments are adjusted accordingly. Furthermore, this database can be accessed from year to year without extraordinary effort or cost to the City and provides a stable, reliable, reasonably accurate and cost effective basis for annual administration and updating of the assessment program.

(T) Use of such publicly maintained data avoids duplication of efforts and the ongoing expenses associated with the City developing and maintaining apportionment metrics on its own, thereby resulting in cost-efficient administration and use of public resources. The City avoids expending substantial resources in determining the factors upon which the methodology is based and administered over time because it relies upon the database developed, compiled and maintained by the Property Appraiser each year during the course of performing his or her constitutional responsibilities, at no additional cost to the Property Appraiser or the taxpayers of the City.

(U) Furthermore, if the owner of Assessed Property owner felt in any given year that the benefit to their Tax Parcel was inequitable, there is an appeal process already in place and administered by the countywide value adjustment board by which to seek remedy. If the value adjustment board or Property Appraiser, through existing statutory procedures, reduces the structure valuation associated with a given Tax Parcel, the fire assessment would likewise be reduced, automatically, as the annual assessment roll is updated with no further effort required by the property owner - an additional example of the self-correcting, equitable and cost-efficient nature of the methodology.

Additionally, the City has also established an administrative appeal process to hear inequitable claims made by an owner of vacant Assessed Property pursuant to Resolution No. 2013-143.

(V) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may determine to fund all or a portion of an essential service or improvement, such as fire protection services and facilities, with general fund or other legally available revenues. The determination as to whether to contribute such other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council.

(W) Stated in the alternative, there is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. The City Council may annually determine as a matter of public policy and tax equity to impose Fire Protection Assessments at a rate less than necessary to fund all or any specific portion of the Fire Protection Assessed Costs. Costs incurred in providing fire protection services and facilities not otherwise funded through Fire Service Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of budget allocation or expense otherwise funded by a special assessment, in part to one tier or class of any budget allocation or expense, or in any combination thereof, and maintain the

validity of the apportionment. The flexibility is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion and equity vested in the City Council. However, in no event shall any annual rate of Fire Protection Assessment exceed the maximum assessment rate previously noticed to the affected land owners without further notice and public hearing pursuant to the Assessment Ordinance.

(X) The findings and legislative determinations contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon the two distinct tiers or classes of apportionment allocation described herein. The two tiers, when used together, provide a legal, flexible and equitable means for the City to fairly and reasonably allocate assessable benefits and costs among Assessed Property in the City.

(Y) The apportionment among Tax Parcels of a portion of the City's annual budget for fire protection services, facilities and programs necessary for providing the continual readiness to provide fire protection is hereby determined to be a fair and reasonable means to annually allocate and share the benefits and costs associated therewith.

(Z) The benefits derived from the continual readiness to provide fire protection services, facilities and programs as to each Tax Parcel subject to the Fire Service Assessments

equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.

(AA) The City Council hereby finds and determines that the Fire Protection Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding fire protection services and facilities by fairly and reasonably allocating a portion of the costs associated therewith among specially benefited property.

(BB) The City Council also recognizes and finds that the City of Cocoa's fire assessment was recently validated on August 18, 2016 by the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida in case No. 05-2016-CA-025719 for purposes of securing funding for the construction of three new fire stations, and the City Council continues to rely on said validation for purposes of levying the Fire Protection Assessments to be imposed in accordance with this Resolution.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED FIRE PROTECTION ASSESSED COST.

(A) The estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments for the Fiscal Year commencing October 1, 2022, is approximately

$3.30 million. The Fire Protection Assessed Cost will be funded through the imposition of Fire Protection Assessments, as provided herein.

(B) The City Manager shall utilize the assessment rates associated with Tier 1 and Tier 2 of the Fire Protection Assessments as described in this Preliminary Assessment Resolution in the preparation of the preliminary Assessment Roll as provided in Section 2.02 of this Preliminary Assessment Resolution.

SECTION 2.02. ASSESSMENT ROLL. The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for Fire Protection Assessments for the Fiscal Year commencing October 1, 2022, in the manner provided in Section 2.03 of the Assessment Ordinance. The Assessment Roll shall include all Tax Parcels within the City which are not otherwise exempted from payment of the Fire Protection Assessments hereunder. The City Manager shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Assessment Study which summarizes information and analysis related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Protection Assessment for

each parcel of property can be determined by the use of a computer terminal or internet access available to the public.

SECTION 2.03. PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m. or soon thereafter on August 23, 2022 in City Council Chambers of City Hall, 65 Stone Street, Cocoa, FL 32922, at which time the City Council will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider imposing Fire Protection Assessments and authorizing an alternative manner of collection.

SECTION 2.04. NOTICE BY PUBLICATION. The City Manager shall direct the publication of notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided by the Assessment Ordinance. The notice shall be published no later than twenty days before the hearing which is on or about August 3, 2022 in substantially the form attached hereto as Appendix A. The City Council acknowledges that this notice was published by the City Manager prior to the adoption of this Resolution.

SECTION 2.05. NOTICE BY MAIL, IF NECESSARY. To the extent that the City Manager determines that the mailing of notice of the public hearing authorized by Section 2.03 is required for certain Assessed Property, in the manner and time provided by the Assessment Ordinance, the notice shall be mailed no later than twenty days (

August 3, 2022) before the hearing, in substantially the form previously approved by the City Council as Appendix B to the 2015 Preliminary Resolution.

ARTICLE III

ASSESSMENTS

SECTION 3.01. FIRE PROTECTION ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. Fire Protection Assessments are to be imposed throughout the entire area contained within the boundaries of the City in accordance with the Assessment Ordinance and the Final Assessment Resolution.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Fire Protection Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Fire Service Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments until paid, as provided in the Assessment Ordinance and in accordance with Florida law.

SECTION 3.03. APPORTIONMENT.

(A) The Assessment Study is hereby ratified and incorporated herein in its entirety. The apportionment method set forth therein is hereby ratified as the apportionment method for the Fire Protection Assessments authorized by this

Resolution. The City Manager is hereby authorized and directed to prepare a preliminary Assessment Roll for Fiscal Year 2022-2023 based on the following rate schedule:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$ 235.62	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)*	All improved and un-improved non-exempt parcels	$ 166.59	$216.45
Protection from Loss of Structures	Per $5,000 of structure value (Structure EBU) rounded down to the nearest $5,000.	Improved non-exempt parcels	$ 10.44	$13.55

* The minimum size per parcel equivalent was determined to be 5 acres based upon an evaluation of the range of size of developed parcels. Thus, it was determined that un-improved properties will be converted to EBU by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres/EBU to determine the number of EBUs for the parcel.

(B) The Maximum Assessment Rate for the residential and non-residential assessment set forth in the rate schedule were previously approved by the City Council by Resolution No. 2015-057 and are hereby being restated and shall continue to be the maximum rate for this next and all subsequent City fiscal years until otherwise modified by the City Council.

(C) Based upon the projections concerning net revenue requirements set forth in the Assessment Study, the Assessment Roll for subsequent Fiscal Years may reflect increases in the assessment rates up to and including the maximum rates presented in the rate schedule in Section 3.03.(A).

(D) The amount of the annual Fire Protection Assessment imposed against Assessed Property may include a pro rata share of the costs and expenses associated with collection and administration of the Fire Protection Assessments each year.

(E) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Protection Assessments shall be utilized for the provision of fire protection services and facilities. In the event there is any fund balance remaining at the end of the 2022-2023 Fiscal Year, such balance shall be carried forward and thereafter used only to fund fire protection related services, facilities, improvements and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Fire Protection Assessments for the 2022-2023 Fiscal Year shall be collected pursuant to the direct billing method provided for in the Assessment Ordinance, and each year thereafter pursuant to the Uniform Assessment Collection Act as provided for in the Assessment Ordinance, unless otherwise determined by the City Council.

SECTION 3.06. EXEMPTION.

(A) Tax Parcels assigned the following Florida Department of Revenue property use codes (DOR codes) by the Property Appraiser are not subject to the Fire Protection Assessment contemplated hereunder; provided, however, that the costs associated with the exemption of such Tax Parcels shall be funded through other legally available revenues of the City and not through Fire Protection Assessments imposed hereunder.

DOR Code	DOR Description	Parcel Count
465	CONDOMINIUM - MISCELLANEOUS (NOT COVERED	59
499	NON-TAXABLE CONDOMINIUM COMMON AREA	60
8010	SCHOOL (PUBLICLY OWNED) - VACANT	1
8020	COUNTY OWNED LAND - VACANT (THAT DOES	5
8040	HOUSING AUTHORITY - VACANT	13
8060	STATE OWNED LAND - VACANT (THAT DOES NOT	15
8080	MUNICIPALLY OWNED LAND - VACANT (THAT	78
8300	SCHOOL (PUBLICLY OWNED) - IMPROVED	7
8400	COLLEGE	1
8610	COUNTY OWNED LAND - IMPROVED (THAT DOES	6
8640	BREVARD COUNTY-OWNED (AGENCY OTHER THAN	1
8660	HOUSING AUTHORITY - IMPROVED	37
8710	STATE OWNED LAND - IMPROVED (THAT DOES	4
8810	FEDERALLY OWNED LAND - IMPROVED (THAT	1
8910	MUNICIPALLY OWNED LAND - IMPROVED (THAT	33
9105	LOCALLY-ASSESSED RAILROAD PROPERTY	14
9170	WATER & SEWER SERVICE	3
9400	RIGHT OF WAY STREET, ROAD, ETC - PUBLIC	-
9410	RIGHT OF WAY STREET, ROAD, ETC - PRIVATE	1
9499	ASSESSMENT ARREARS	-
9500	RIVERS AND LAKES	1
9510	SUBMERGED LANDS	2

In addition, vacant (un-improved) parcels that contain jurisdictional wetlands are not assessed for the portion of the parcels that are wetlands as those portions do not receive

material benefit from fire protection service and those portions are considered to be exempt from the fire protection assessments.

(B) Tax Parcel classifications indicative of special designations used by the Property Appraiser for recordkeeping purposes which do not represent actual or assessable Tax Parcels are not subject to the Fire Protection Assessments contemplated hereunder (e.g. header records).

(C) Notwithstanding anything herein to the contrary, the City Council reserves the right and ability in the future to impose Fire Protection Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. However, nothing herein is intended to repeal or modify the administrative appeal process for vacant (unimproved) land which is set forth in Resolution No. 2013-143. Upon adoption of the 2022/2023 Final Assessment Resolution, Resolution No. 2013-143 shall be deemed supplemental to the 2022/2023 Final Assessment Resolution subject to severability as set forth in Section 3(b) of Resolution No. 2013-143.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 9th day of August, 2022.

CITY COUNCIL OF
COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

Attest:

By: _____
Carie Shealy, MMC, City Clerk

To Be Published on or before August 3,2022

NOTICE OF HEARING TO ADOPT NON-AD VALOREM FIRE PROTECTION ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Fire Protection Assessment non-ad valorem assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2006 previously adopted by the City Council in 2006. The proposed updated rates will not exceed the maximum rate per EBU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment. Additionally, the City's Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida, in Case No. 05-2016-CA-025719.

The public hearing will be held on August 23, 2022, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Final Assessment Resolution and receiving public comment on the proposed assessment. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice. If a person decides

to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing.

The non-ad valorem assessment will fund a portion of the cost of the provision of essential services relating to fire protection service within the City. A more specific description of the services is set forth in the Preliminary and Final Assessment Resolutions being considered for adoption by the City Council pursuant to Ordinance 20-2006. Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

Upon authorization of the non-ad valorem Fire Protection Assessment for fiscal year 2022/2023 and thereafter, the fire protection non-ad valorem assessment will be billed by and collected by the Brevard County Tax Collector on the ad valorem tax bill to be mailed in November. In accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, failure to pay this or any non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in a loss of title to real property that is subject to the non-ad valorem assessment.

For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental

parcels, rivers, lakes, rights-of-way/buffers and other properties exempted by law, agreement, or other lawful action of the City Council. In addition, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment. For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue service to all parcels and the protection from loss of structures on improved parcels and the rate schedule is as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU (1)	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$ 235.62	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$ 166.59	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	10.44	$13.55

(1) Parcel EBU is the Tier 1 equivalent benefit unit representing a parcel for improved parcels and a parcel equivalent (EBU) for un-improved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres to determine the number of EBUs for the parcel.

In addition, annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to provide fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and

preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa. The total amount of revenue to be collected by the City of Cocoa in FY 2022/2023 under the non-ad valorem assessment program is estimated to be approximately $ 3.30 million.

If you have any questions, please contact Lora Howell, Deputy Finance Director, at (321) 433-8611, Monday through Friday between 8:00 a.m. and 5:00 p.m.

[INSERT MAP OF THE CITY OF COCOA]

CITY COUNCIL
CITY OF COCOA, FLORIDA

APPENDIX B

FORM OF NOTICE TO BE MAILED

(date) (City

(property owner's name/address – Col B)
(property owner's name/address – Col C)
(property owner's name/address – Col D)
(property owner's name/address – Col E)
(property owner's name/address – Col F)
(property owner's name/address – Col G)

Fire Protection Assessment Hearing Notice

PLEASE NOTE: THIS IS NOT A BILL

RE: PARCEL NO.: (parcel number - Col A) (parcel address – Col H)

Dear Property Owner:

This is a notice to inform you that the Cocoa City Council will conduct a public hearing to consider adopting updated Fire Protection Assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2006 previously adopted by the City Council in 2006.

BACKGROUND: The City of Cocoa has funded fire protection and first response medical services ("rescue") for its citizens through a non-ad valorem assessment since 2006. The City updated its assessment methodology and altered the non-ad valorem assessment rates based on a study prepared by the City's consultant, Burton & Associates ("Study"), which methodology and rates were adopted by Resolution 2015-057 on September 8, 2015. Updated annual studies have also been prepared by the consultant and approved by the City Council ("Updated Studies"). The Updated Studies do not modify the assessment methodology or maximum assessment rate previously approved by the City Council pursuant to Resolution 2015-057. Additionally, the City Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida in Case No. 5-2016-CA-025719.

HEARING: You are hereby notified that the City Council of the City of Cocoa, Florida will conduct a public hearing to adopt an updated non-ad valorem assessment. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary.

Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment.

The public hearing will be held on August 23, 2022 at 6:00 PM or soon thereafter at the Council Chambers, 65 Stone Street, Cocoa, FL 32922. All affected property owners have a right to attend and speak at the hearing. You may also file written objections and/or comments with the City Council within twenty (20) days of the date of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PURPOSE: The non-ad valorem assessment will continue to fund a portion of the cost of the provision of essential services relating to fire protection service within the City. A more specific description of the services is set forth in the Preliminary and Final Assessment Resolutions being considered for adoption by the City Council pursuant to Ordinance 20-2006 and the aforementioned Study. Copies of the above-referenced Ordinance, Resolutions, Study,

Updated Studies, the Circuit Court Validation, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922.

Upon authorization of the non-ad valorem Fire Protection Assessment for fiscal year 2022/2023 and thereafter, in accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, failure to pay this or any non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in a loss of title to your real property that is subject to the non-ad valorem assessment.

APPORTIONMENT METHOD AND RATES: For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, right-of-way/buffers and other properties exempted by law, agreement or other lawful action of the City Council. In addition, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment. For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue service to all parcels and the protection from loss of structures on improved parcels and the rate schedule is as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU (1)	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$235.62	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)*	All improved and un-improved non-exempt parcels	$166.59	$216.45
Protection from Loss of Structures	Per $5,000 of structure value (Structure EBU) rounded down to the nearest $5,000.	Improved non-exempt parcels	$10.44	$13.55

(1) Parcel EBU is the Tier 1 equivalent benefit unit representing a parcel for improved parcels and a parcel equivalent (EBU) for un-improved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres to determine the number of EBUs for the parcel.

The total non-ad valorem assessment proposed to be levied against your benefited parcel for FY 2022/2023 will be $(amount – Col I) for (number - Col J) Dwelling Units, or for (number – Col K) Parcel EBUs and (number – Col L) Structure EBUs. In addition, annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to provide fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa. No further first class mail notice is required unless the assessment rates are adjusted to levels higher than the maximum rates above or as otherwise provided by law. The total amount of revenue to be collected by the City of Cocoa in FY 2022/2023 under the non-ad valorem assessment program is estimated to be approximately $3.30million.

If you have any questions, please contact Lora Howell, Deputy Finance Director, (321) 433-8611.

Stantec

Technical Memorandum

To:	Stockton Whitten, City Manager 85 Stone Street Cocoa, FL 32922	From:	Peter Napoli, Senior Consultant 777 S Harbour Island Boulevard Suite 600 Tampa FL 33602
Project/File:	224801923	Date:	July 25, 2022

Reference: City of Cocoa Fiscal Year 2023 Fire Assessment Roll Update

Background

Stantec Consulting Services Inc. (Stantec) completed a Fire Assessment Study for the City of Cocoa (City) that was implemented in Fiscal Year (FY) 2014. Since 2015, annual updates have been performed for the Fire Assessment program and Non-Ad Valorem Assessment. This Technical Memorandum presents the results of the analysis for the Fire Assessment to be implemented for FY 2023.

Scope

The scope for the FY 2023 Fire Assessment Roll Update included the following:

1) Evaluate the need for increased Fire Assessment revenue to support the General Fund Financial Sustainability Analysis, the results of which are being delivered in a separate Report; and
2) Obtain Brevard County Property Appraiser parcel data on June 1 and July 1 and use as the basis an updated Assessment Roll.
3) Prepare an updated Non-Ad Valorem Fire Assessment Roll to include the revenue increase in the assessment to all assessed parcels as indicated in the results section of this memo.
4) Note that there is no change to the Fire Assessment methodology for FY 2023.

Results

Based upon the analysis conducted in this year's update, the Fire Assessment rates should increase by 3.00% as shown in the table below.

	FY 2022	FY 2023	Increase %
Residential Rate per Dwelling Unit	$ 228.76	$ 235.62	3.00%
Tier 1 Rate per Parcel EBU	$ 161.74	$ 166.59	3.00%
Tier 2 Rate per Parcel EBU	$ 10.14	$ 10.44	3.00%

Reference: City of Cocoa Fiscal Year 2023 Fire Assessment Roll Update

The updated Non-Ad Valorem Assessment Roll submitted to City Staff for review indicates a total billed assessment revenue of $3.3 million or estimated collected revenue of $3.1 million at the assumed 95% collection rate for FY 2023. These revenues, in combination with a subsidy from the General Fund for the remaining costs of providing Fire Protection services will sufficiently fund the Fire Department's projected operations and maintenance costs and capital improvement program. The General Fund Sustainability Analysis performed separately from this project provides for the projected financial dynamics of the General Fund and shows the sustainable 10-year projection with the 3% increased Fire Assessment rate adjustments included therein.

The City's projected Fire Assessment revenue must provide sufficient funding for the annual debt service requirements of the Series 2016 Fire Assessment Bonds (Fire Stations) and the Series 2014 Note (Fire Apparatus). This year's analysis confirms the City's projected Fire Assessment revenues will maintain the City's policy, requiring revenues at least 1.25 times greater than the annual debt service requirements, and ensure the adequate funding of the debt service requirements for the debt service amount due in FY 2023.

A Fire Assessment Roll is being delivered separately to reflect all current assessable parcels, along with a full list of exempted parcels for staff use. Any parcels that are receiving the Fire Assessment for the first time are required to be noticed via first class mail and a list of those parcels have been provided to the City. A separate roll is delivered for use by the Brevard County Property Appraiser and Tax Collector for TRIM purposes. Upon review and any revisions, the final roll will be delivered for the FY 2023 tax bills.

If you have any questions or would like to discuss this Technical Memorandum, please do not hesitate to call me at (904) 671-0117.

Respectfully yours,

STANTEC CONSULTING SERVICES INC.



Peter Napoli
Senior Consultant
Mobile: 904-671-0117
Peter.napoli@stantec.com

stantec.com

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA TE
65 STONE ST
COCOA, FL 32922
ATTN CARIE SHEALY

STATE OF FLORIDA COUNTY OF BREVARD

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

as published in **FLORIDA TODAY** in the issue(s) of

8/3/2022

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 3RD DAY OF AUGUST 2022 by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

1-7-25

My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

PUBLICATION COST: $934.40
AD NO: GCI0922668
CUSTOMER NO: CIT180
PO#: PUBLIC NOTICE

NOTICE OF HEARING TO ADOPT NON-AD VALOREM FIRE PROTECTION ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Fire Protection Assessment non-ad valorem assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2006 previously adopted by the City Council in 2006. The proposed updated rates will not exceed the maximum rate per EBU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment. Additionally, the City's Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida, in Case No. 05-2016-CA-025719.

The public hearing will be held on August 23, 2022, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Final Assessment Resolution and receiving public comment on the proposed assessment. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing.

The non-ad valorem assessment will fund a portion of the cost of the provision of essential services relating to fire protection service within the City. A more specific description of the services is set forth in the Preliminary and Final Assessment Resolutions being considered for adoption by the City Council pursuant to Ordinance 20-2006. Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

Upon authorization of the non-ad valorem Fire Protection Assessment for fiscal year 2022/2023 and thereafter, the fire protection non-ad valorem assessment will be billed by and collected by the Brevard County Tax Collector on the ad valorem tax bill to be mailed in November. In accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, failure to pay this or any non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in a loss of title to real property that is subject to the non-ad valorem assessment.

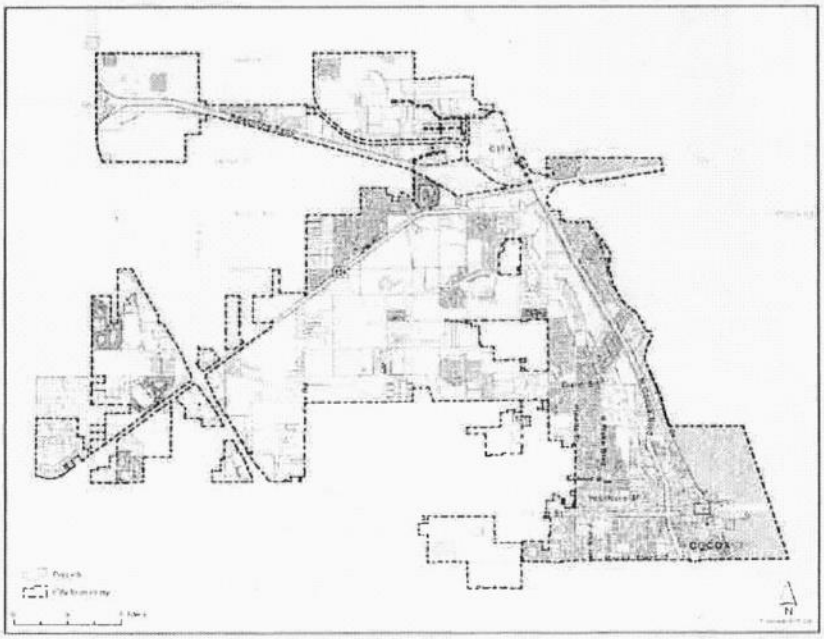
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In addition, annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to provide fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa. The total amount of revenue to be collected by the City of Cocoa in FY 2022/2023 under the non-ad valorem assessment program is estimated to be approximately $3.30 million.

If you have any questions, please contact Lora Howell, Deputy Finance Director, at (321) 433-8611, Monday through Friday between 8:00 a.m. and 5:00 p.m.



CITY COUNCIL
CITY OF COCOA, FLORIDA

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State
FL

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32922-7982

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nlackey@localiq.com

FEMA official to lead monkeypox fight

WH: 1.1M vaccine doses have been distributed

Michael Collins
USA TODAY

WASHINGTON – President Joe Biden has chosen top officials at the Federal Emergency Management Agency and the Centers for Disease Control and Prevention to lead the nation's fight against monkeypox.

Robert Fenton of FEMA will serve as the White House National Monkeypox Response Coordinator, and Dr. Demetre Daskalakis will be deputy coordinator, the White House said in a statement Tuesday.

The two officials will lead the administration's strategy and operations to combat the current monkeypox outbreak, including increasing the availability of tests, vaccinations and treatments, the statement said.

The appointments come as the administration has faced criticism over the pace of vaccine availability for monkeypox, a rare viral infection that does not usually cause serious illness but can result in hospitalization or death. Monkeypox spreads through close, physical contact between people.

More than 20,000 cases of monkeypox have been detected globally, with more than 5,800 reported cases in the United States. Last Friday, the World Health Organization declared monkeypox a "public health emergency of international concern," joining COVID-19 and polio in that designation.

Clinics in major cities like New York and San Francisco say they haven't received enough of the two-shot vaccine to meet demand, and some have had to stop offering the second dose of the vaccine to ensure supply of first doses.

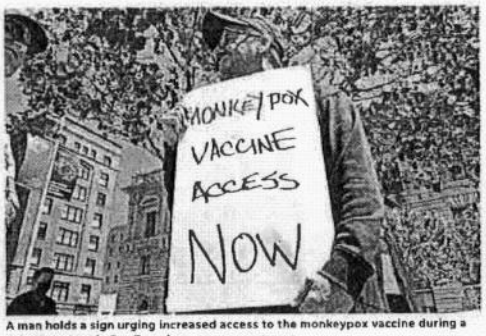
Several Democrats on a key House panel asked the Government Accountability Office and the Department of Homeland Security on Monday to examine the federal government's preparations for and response to the monkeypox virus.

"When there is an infectious disease outbreak, the federal government has an obligation to make vaccines, therapeutics and diagnostics widely available without undue delay," Rep. Bennie Thompson, a Mississippi Democrat who chairs the House Homeland Security Committee, and other members of the panel wrote in a letter to the GAO.

"We are concerned that the pace of the federal response to monkeypox has enabled the virus to spread for two months and delays in distributing tests and vaccines have harmed efforts to contain the virus ... allowing the virus to begin to entrench itself as a rapidly spreading rare disease in the interim."

White House press secretary Karine Jean-Pierre said Monday that 1.1 million doses of the monkeypox vaccine have been distributed in the United States, including 737,000 doses that have gone out in the past few days.

More than 80,000 tests for monkeypox have been administered per week, she said.



A man holds a sign urging increased access to the monkeypox vaccine during a July 18 protest in San Francisco. HAVEN DALEY/AP FILE

Will US declare public health emergency?

Asked whether Biden plans to declare a public health emergency, Jean-Pierre said the decision rests with Health and Human Services Secretary Xavier Becerra.

But, "we are considering every policy option to help end this outbreak," she said. "That is urgent, and that is important to us."

Dr. Anthony Fauci, the nation's top infectious disease expert and Biden's top science adviser, praised the appointment of Fenton and Daskalakis on Monday night and said he hoped they would tighten the coordination between the various federal agencies involved in the monkeypox response.

"I personally think we're dealing with a really serious issue here," Fauci said. "There are a lot of unknowns. There are a lot of knowns about monkeypox, but there's still a lot of unknowns. So we really got to implement the interventions we have, get a much better feeling for the natural history and the scope and absolutely reach out into the community, and that's the reason why I think the combination of Bob and Demetre is really a good combination."

Who are Robert Fenton and Demetre Daskalakis?

Fenton serves as regional administration for FEMA's Region 9, which covers the West and has nearly 50 million people in his area of responsibility. He twice served as acting administrator of FEMA and led multiple prevention, response and recovery operations throughout his career, including for natural disasters, disease outbreaks and complex humanitarian operations.

Daskalakis is director of the CDC's Division of HIV Prevention. He is known as a national expert on health issues affecting the LGBGQIA+ communities. He previously oversaw management of infectious diseases for the New York City Department of Health and Mental Hygiene, one of the largest departments in the nation.

Both played roles in making COVID-19 vaccines more accessible for underserved communities and closing the equity gap in adult vaccination rates.

California governor declares monkeypox state of emergency

California's governor on Monday declared a state of emergency to speed efforts to combat the monkeypox outbreak, becoming the second state in three days to take the step.

Gov. Gavin Newsom said the declaration will help California coordinate a government-wide response, seek more vaccines and lead outreach and education efforts on where people can get treatment and vaccination.

"We'll continue to work with the federal government to secure more vaccines, raise awareness about reducing risk, and stand with the LGBTQ community fighting stigmatization," Newsom said in a statement announcing his declaration.

Nearly 800 cases of monkeypox have been reported in California, according to state public health officials.

The declaration in California came after a similar one in New York state on Saturday, and in San Francisco on Thursday. Newsom's administration had said as recently as Friday that it was too soon for such a declaration.

Democratic state Sen. Scott Wiener of San Francisco hailed the governor's decision.

"The monkeypox outbreak is an emergency, and we need to use every tool we have to control it," Wiener said.

Contributing: The Associated Press

NOTICE OF HEARING TO ADOPT NON-AD VALOREM STORMWATER ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Stormwater Assessment non-ad valorem assessment rates, to pay a portion of annual stormwater costs related to the provision of Stormwater services, facilities and programs to properties within the City pursuant to Ordinance 10-2019 previously adopted by the City Council in 2019. The proposed updated rates will not exceed the maximum ERU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at this public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Stormwater Assessment and will not be in addition to the current Stormwater Assessment.

The public hearing will be held on August 23, 2022, at 6:00 PM or soon thereafter, in the Council Chambers, 65 Stone St, Cocoa, FL 32922, for the purpose of considering approval of the Preliminary and Final Assessment Resolutions and receiving public comment on the proposed assessment. The final decision on the assessment will be made by the City Council during the public hearings. If necessary, the City Council may continue the public hearings and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice.

Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

The total annual stormwater assessment revenue to be collected within the City for Fiscal Year 2023 is estimated at the approximately $2,162,895. For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for properties with governmental ownership, public roads and rights-of-way, vacant parcels in most cases, certain educational assessments, some mixed use properties with less than 5% impervious surface, and such other exempt properties determined by lawful action of the City Council. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment methodology whereby a portion of the City's annual stormwater budget is allocated to properties based on the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed in six tiers of three tiers based on the amount of impervious area measured on the individual parcel, rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table below. For non-single family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft., divided by the ERU particulars of 3,108 sq. ft. (which is the average impervious area of a single-family parcel). This amount has assessed to each parcel is then determined by multiplying the rate (which represents the stormwater assessment per ERU) by the number of ERUs for each non-single family parcel.

FY 2023 Assessment Rates for Single Family Parcels (up to three units)			FY 2023 Assessment Rate for Non Single Family Parcels
Tier 1: 400 - 2,300 sq. ft. of impervious area	Tier 2: 2,400 - 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	$189.11 Per ERU
$85.69	$131.72	$229.25	

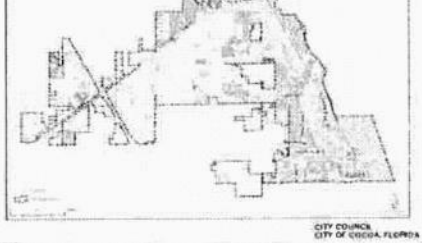
Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

For parcels that have constructed permitted, on-site facilities that meet the criteria outlined in Final Rate Resolution, that mitigate the stormwater runoff from the parcel, a property owner may apply for a mitigation credit against the parcel's stormwater assessment. For those parcels that currently have a mitigation credit in the current stormwater use fee, those credits have been recognized in the assessment amount above.

The annual assessment will be increased by 4.5% in Fiscal Year 2025 and 4.0% each year thereafter that the assessment is levied up to a maximum assessment of $102.08 for Tier 1, $157.08 for Tier 2, $273.24 for Tier 3 and $197.04 per ERU, and a maximum assessment rate of $137.06 per ERU for non-single family parcels that are not subject to the tiered assessment.

The non-ad valorem assessment is an annual assessment which will continue from year to year. For Fiscal Year 2023 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the July/August Tax Bill to be mailed in November. The annual assessment process will include expenses incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and will be adjusted as necessary to account for any statutory requirements pertaining to the assessment process. Collection of assessments annually on the same bill as property taxes "forces the property owner to pay the assessment or because a lien on the land to be levied against the assessed property which may result in a loss of title. Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rate shall not exceed the maximum assessment rate listed above as authorized to provide sufficient future revenues, in addition to other legally available funds, for the City to provide stormwater services, facilities and programs at appropriate levels of service.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8498 at least two days prior to the date of the hearing. If you have any questions, please contact Lisa Powell, Deputy Finance Director, at (321) 433-8611, Monday through Friday between 8:00 a.m. and 5:00 p.m.



CITY COUNCIL
CITY OF COCOA, FLORIDA

NOTICE OF HEARING TO ADOPT NON-AD VALOREM FIRE PROTECTION ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Fire Protection Assessment non-ad valorem assessment rates to continue funding the provision of Fire Protection Services in properties within the City pursuant to Ordinance 29-2008 previously adopted by the City Council in 2008. The proposed updated rates will not exceed the maximum rates per EBU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment. Additionally, the City's Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida, in Case No. 05-2015-CA-029198.

The public hearing will be held on August 23, 2022, at 6:00 PM or soon thereafter, in the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Final Assessment Resolution and receiving public comment on the proposed assessment. All affected property owners have a right to attend and speak at the hearing and to file written objections or comments with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8498 at least two days prior to the date of the hearing.

The non-ad valorem assessment will fund a portion of the cost of the provision of essential services relating to fire protection services within the City, as more specifically described in the Preliminary and Final Assessment Resolutions being considered for adoption by the City Council pursuant to Ordinance 29-2008. Copies of the above-referenced Ordinance, Preliminary and Final Assessment Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

Upon authorization of the non-ad valorem Fire Protection Assessment for tax year 2022/2023 and thereafter, the fire protection non-ad valorem assessment will be billed by and collected by the Brevard County Tax Collector on the ad valorem tax bill to be mailed in November in accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, failure to pay the or any non-ad valorem assessment described on the tax certificate to be issued against the property which may result in a loss of title to real property that is subject to the non-ad valorem assessment.

For the purpose of this non-ad valorem assessment, the affected parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, rights-of-way, surface water and other properties exempted by law, agreement, or other lawful action of the City Council. In addition, parcels of property that are jurisdictional wetlands as defined in the Assessment Roll. For the purposes of this assessment, the assessment for benefited parcels shall be so with and based upon the availability of fire/rescue service to all parcels of property and the protection from loss of property as the proposed parcels and the rate schedule is as follows:

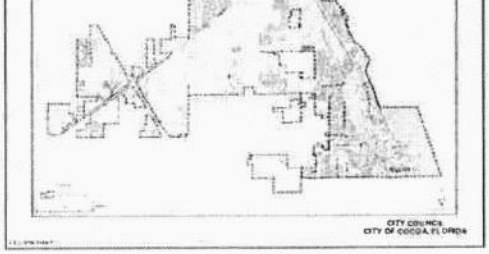
Benefit Use	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU ($)	Maximum Rate per EBU
Residential Non-Exempt Assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$235.62	$306.12
Non-residential Residential Assessment Apportionment	1 Improved Property - Per parcel + Un-improved Property - Per parcel or parcel fractional (Parcel EBU)	All improved and un-improved non-exempt parcels	$166.59	$216.45
Protection from Loss of Structure	Per $1,000 of structure value rounded down to nearest $1,000 Structure EBU	Improved non-exempt parcels	$10.44	$13.56

(1) Parcel EBU is the "fair" apportioned benefit unit, represented by a parcel for improved parcels and a parcel equivalent (EBU) for un-improved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres, to determine the number of EBUs for the parcel.

(2) Additional annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rate shall not exceed the maximum assessment rate listed above as authorized to provide sufficient future revenues, in addition to other legally available funds, to the City to provide fire protection services, facilities and programs at appropriate levels of service.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8498 at least two days prior to the date of the hearing. If you have any questions, please contact Lisa Powell, Deputy Finance Director, at (321) 433-8611, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The total amount of revenue to be collected by the City of Cocoa in FY 2022/2023 under the non-ad valorem assessment program is estimated to be approximately $1.30 million.



CITY COUNCIL
CITY OF COCOA, FLORIDA

NOTICE OF HEARING TO ADOPT NON-AD VALOREM FIRE PROTECTION ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Fire Protection Assessment non-ad valorem assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2006 previously adopted by the City Council in 2006. The proposed updated rates will not exceed the maximum rate per EBU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment. Additionally, the City's Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida, in Case No. 05-2016-CA-025719.

The public hearing will be held on August 23, 2022, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Final Assessment Resolution and receiving public comment on the proposed assessment. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing.

The non-ad valorem assessment will fund a portion of the cost of the provision of essential services relating to fire protection service within the City. A more specific description of the services is set forth in the Preliminary and Final Assessment Resolutions being considered for adoption by the City Council pursuant to Ordinance 20-2006. Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

Upon authorization of the non-ad valorem Fire Protection Assessment for fiscal year 2022/2023 and thereafter, the fire protection non-ad valorem assessment will be billed by and collected by the Brevard County Tax Collector on the ad valorem tax bill to be mailed in November. In accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, failure to pay this or any non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in a loss of title to real property that is subject to the non-ad valorem assessment.

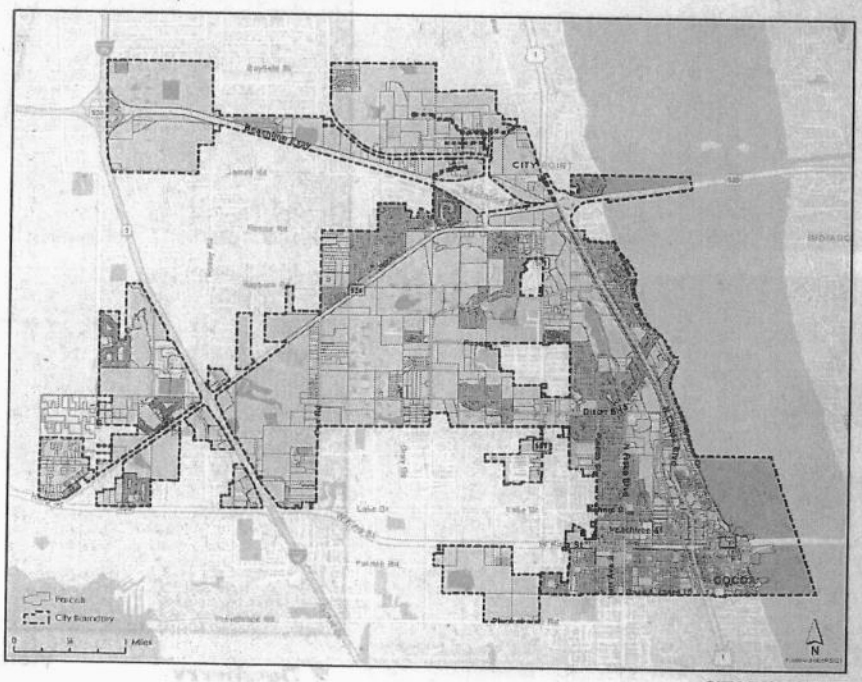
For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, rights-of-way/buffers and other properties exempted by law, agreement, or other lawful action of the City Council. In addition, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment. For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue service to all parcels and the protection from loss of structures on improved parcels and the rate schedule is as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU (1)	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$235.62	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$166.59	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$10.44	$13.55

(1) Parcel EBU is the Tier 1 equivalent benefit unit representing a parcel for improved parcels and a parcel equivalent (EBU) for un-improved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres to determine the number of EBUs for the parcel.

In addition, annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to provide fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa. The total amount of revenue to be collected by the City of Cocoa in FY 2022/2023 under the non-ad valorem assessment program is estimated to be approximately $3.30 million.

If you have any questions, please contact Lora Howell, Deputy Finance Director, at (321) 433-8611, Monday through Friday between 8:00 a.m. and 5:00 p.m.



CITY COUNCIL
CITY OF COCOA, FLORIDA

FT-GCI0922668-01

Legislation Details (With Text)

File #:	22-434	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	7/26/2022			**In control:**	City Council
On agenda:	8/9/2022			**Final action:**	
Title:	Approve the Preliminary Assessment Resolution No. 2022-076 for Stormwater Utility Services, Fiscal Year 2023. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution - Preliminary Stormwater Assessment.pdf Ad Proof of Publication.pdf fy22_cocoa_stmwtr_final_report_withappendix_20220803.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 26, 2022
Agenda Date: August 9, 2022
Prepared By: Colleen Campbell, MBA, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
Approve the Preliminary Assessment Resolution 2022-076 for Stormwater Utility Services, Fiscal Year 2023.

BACKGROUND:

In 1992, the City of Cocoa established a Stormwater Utility Fee (City Ordinance, Sec. 22-85), to fund operating and capital projects and to maintain the City's drainage, ditches, swales, piping, inlets, manholes, and retention/detention ponds. At that time, a complete evaluation of all pervious and impervious surfaces, on non-residential and undisturbed parcels within the City limits, resulted in the development of a calculation inclusive of both surfaces. Residential properties assigned a Single-Family Unit (SFU) rate, for parcels, under 5 acres and residential properties over 5 acres were inclusive of a pervious surface component and multi-family residential units assigned the (SFU) rate per unit.

December of 2018, the City contracted with Stantec Consulting, to develop a 10-year financial plan for the Stormwater Fund. City Staff provided our consultant with audited FY 2018 financial information and the amended FY 2019 budget, to assist with the 10-year financial plan modeling. Mead and Hunt, one of the City's engineering firms, was simultaneously evaluating capital and water quality needs and developing a 10-year work plan for the stormwater utility, including new regulatory requirements for the Indian River Lagoon.

At the May 14, 2019 Stormwater Utility Workshop, Stantec presented to City Council a change in methodology on the calculation and collection of fees for the Stormwater Utility. Industry supports basing Stormwater rates on impervious surface only, and not including pervious surface in the calculation, which is a complete departure from the current methodology in our Utility database. A comprehensive evaluation of the impervious surface, utilizing the Brevard County Property Appraisers Data, on all non-residential parcels inside the City limits of Cocoa, presented to City Council at this workshop. Also presented to City Council was the average impervious surface for residential properties. At the Workshop, the direction from City Council was to also validate all residential properties impervious square surface, and develop a more equitable tiered rate structure.

During the workshop, a discussion on the current method of collection ensued as there are two primary issues using the Utility Fee method of collection. A shortfall in revenue, due to vacancies/turn -over of commercial and residential properties, creating inactive utility accounts not billing for stormwater service, and the mapping of a parcel with a utility account. Example: A larger commercial parcel (strip-mall) may have ten (10) utility accounts associated with it. It is challenging and not always equitable, to assign a utility fee to each unit. In addition, if the units are vacant, the parcel is not paying for its share of the stormwater benefit they are receiving. Direction from City Council was to continue to move forward with the Uniform Method of Collection as an Assessment, verses staying with the Utility Fee method.

On June 26, 2019, the first reading of Ordinance No. 10-2019, Home Rule Stormwater Special Assessment was presented to City Council, to utilize special assessment procedures. The Ordinance approved by City Council and the second and final reading held on and approved, July 10, 2019.

On August 28, 2019, an Initial Assessment Resolution No. 2019-069, was approved by City Council as required by Ordinance. After the approval of the Initial Assessment Resolution, a Public Hearing was held on September 11, 2019, in accordance with the Ordinance and Florida Statues, for the purposes of formally adopting the Final Assessment Resolution No. 2019-071. At this time, the Stormwater rates were removed from the Utility Bills September 30, 2019.

At the July 8, 2022 Budget Workshop, City Council approved the recommendation by Stantec and City Staff, to build in a 4.5% increase to Stormwater Rates within the FY 2023 Budget. Per Ordinance, it is required that the City Council first approve a Preliminary Assessment Resolution, included with this agenda. After the approval of the Preliminary Assessment Resolution, the City Council is required to hold a Public Hearing, in accordance with the Ordinance and Florida Statutes, for purposes of adopting a Final Assessment Resolution formally approving the stormwater assessment rates. The Final Assessment Hearing will be held on August 23rd, 2022 at 6:00P.M., in City Council Chambers.

The current Fiscal Year 2022 stormwater assessment rates, adopted by City Council last year are as follows:

FY 2022 Assessment Rates for Single-Family Parcels (up to three units)		
Tier 1: 400 - 2,300 sq. ft. of impervious area	Tier 2: 2,400 - 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. o impervious area
$81.96	$126.10	$219.42

The Proposed Fiscal Year 2023 Rates, inclusive of a 4.5% increase are as follows:

FY 2023 Assessment Rates for Single-Family Parcels (up to three units)		
Tier 1: 400 - 2,300 sq. ft. of impervious area	Tier 2: 2,400 - 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. o impervious area
$85.65	$131.77	$229.29

The final approved rates are submitted to the Brevard County Tax Collectors for the purpose of collecting the stormwater assessment on the annual non-ad valorem assessment portion of the 2022 annual property tax bill, no later than September 15, 2022.

For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that was calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a Single-Family parcel). The annual assessment to each parcel is then determined by multiplying $131.77 (as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2022 Assessment Rate for Non-Single-Family Parcels
$131.77 Per ERU

The revenue sufficiency study updated and conducted this Fiscal Year, indicate the need for a 4.5% increase to the Stormwater Assessment Rates in FY 2023 instead of 9% annual adjustments as with previous years, 4.5% increase FY 2023 and 3% increase each year thereafter. The maximum residential assessment for Tier 1, $102.09, Tier 2, $157.06 and Tier 3, $273.29, with the maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

STRATEGIC PLAN CONNECTION:

Fiscal sustainability is part of the City's strategic plan. By creating the 10-year Financial Model, the City provides an equitable rate and method of collection.

Additionally, during the City Council - Leadership Retreat and planned for the upcoming revisions to the Strategic Plan is City Council consensus to address the issue of Infrastructure (and specifically proactively managing and maintaining it) in the revised Strategic Plan.

BUDGETARY IMPACT:

The estimated gross Stormwater Assessment Revenue and Tax Certificates to be collected for Fiscal Year 2023 is $2.19 million dollars.

PREVIOUS ACTION:

January 18th and 25th and February 1st and 8th 2019 - Advertised in the Florida Today Newspaper a Resolution of Intent, to change the method of collection to one of a Uniform Method of Collection, in pursuant to section 197.3632(3)(a) of Florida Statues and the Municipal Home Rule Powers Act.

February 13, 2019, 6:00 - Held a Public Hearing on the Resolution of Intent, to allow the use of the Uniform Method of Collection, pursuant of section 197.3632 of Florida Statues. Allow the City Manager, to enter into negotiations with the Brevard County Property Appraiser and Brevard County Tax Collectors Office to bill the assessment, should the 10-year financial model deem it prudent.

May 14, 2019 6:00 - Stormwater Utility Workshop, with Mead and Hunt, Stantec Consulting, City Staff, City Council, and the Public.

May 24, 2019 - The City of Cocoa entered into agreement with the Brevard County Tax Collector and Brevard County Property Appraiser, to bill the Non-Ad Valorem Assessment, previously approve by City Council on February 13, 2019.

June 26, 2019 - First Reading of Ordinance 10-2019: Home Rule Stormwater Special Assessment, advertised in Florida Today June 6, 2019.

July 10, 2019 - Final Reading of Ordinance 10-2019: Home Rule Stormwater Special Assessment, advertised in the Florida Today newspaper June 20, 2019.

August 23, 2019 - First Class mailing to all affected parcels, with the date, time and place of the reading of the Initial Assessment Resolution as well as the stormwater assessment rate/charge.

August 23, 2019 - Advertise in the Florida Today Newspaper, the date, time and place of the reading of the Initial Assessment Resolution as well as the stormwater assessment rate.

August 28, 2019 - Initial Assessment Resolution No. 2019-069 adopted by City Council for FY20.

September 11, 2019 - Final Assessment Resolution No. 2019-071 adopted by City Council for FY20.

August 26, 2020 - Preliminary Assessment Resolution 2020-194 adopted by City Council for FY21.

September 9, 2020 - Final Assessment Resolution No. 2020-196 Adopted by City Council for FY21

September 14, 2021 - Final Assessment Resolution No. 2021-083 Adopted by City Council for FY22

RECOMMENDED MOTION:

Approve the Preliminary Assessment Resolution 2022-076 for Stormwater Utility Services, Fiscal Year 2023.

CITY OF COCOA, FLORIDA

STORMWATER ASSESSMENT
PRELIMINARY ASSESSMENT RESOLUTION

RESOLUTION NO. 2022-076

ADOPTED AUGUST 09, 2022

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RESOLUTION No. 2022-076

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, RELATING TO STORMWATER SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 10-2019 WITHIN THE ENTIRE AREA OF THE CITY TO FUND STORMWATER SERVICES, FACILITIES AND PROGRAMS; ESTABLISHING STORMWATER ASSESSMENT RATES FOR CITY FISCAL YEAR 2022/2023; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED SPECIAL ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Cocoa, Florida is adopted pursuant to City Ordinance No. 10-2019, Sections 166.021, 166.041, 197.3632, and 403.0893, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Preliminary Assessment Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all Parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the stormwater services, programs or facilities identified or contemplated in this Resolution and included in the Assessment Roll.

"Assessment Study" means the City of Cocoa Stormwater Rate Study – Final Report prepared by Stantec Consulting Services, Inc., dated August 26, 2019, as updated by Stantec Consulting Services, Inc. on August 20, 2020, as updated by Stantec Consulting Services, Inc. on August 10, 2021 and as updated by Stantec Consulting Services, Inc. on August 09, 2022.

"Assessment Ordinance" means City Ordinance No. 10-2019, as may be amended from time to time, or its successor in function.

"City" means the City of Cocoa, Florida.

"City Clerk" means the clerk of the City Council.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Stormwater Assessments or such person's designee.

"City Council" means the governing body of the City of Cocoa, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Tax Parcel" or "Parcel" means a parcel of property to which the Brevard County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. In addition and supplemental to the findings adopted by the City Council in Ordinance No. 10-2019, it is hereby ascertained, determined and declared as follows:

(A) Inadequate management of runoff from development in a watershed increases stormwater peak flows, volumes, and velocities, erodes and/or silts stream

channels, pollutes water, overloads existing drainage facilities, undermines floodplain management in downstream communities, reduces groundwater recharge, and threatens public health and safety. More specifically, stormwater runoff can convey pollutants into and cause higher velocities in receiving waters such as the Indian River Lagoon. The potential impacts of these pollutants and higher velocities include: (1) Changing natural ecosystems through sediment and pollutant deposits which affect the quantity and quality of flowing water, destruction of habitats, and loss of plant and animal life; (2) Posing significant health risks through increased bacteria; (3) Accelerating eutrophication of receiving waters by introducing excessive nutrient loads; (4) Increasing metal deposits creating toxicity for aquatic life; (5) Reducing oxygen levels because of oil, grease and organic matter; and (6) Affecting animal and plant life, adversely, due to changing temperatures of receiving waters.

(B) Uncontrolled stormwater runoff can increase the incidence of flooding and of floods that occur, endangering roads, aboveground and underground utility infrastructure, and other public and private property and human life.

(C) Altered land surfaces can change the rate and volume of runoff. These changes may result in the following: (1) increased urban runoff and pollutants to the natural environment; (2) increased flooding of private property; (3) degradation of safety and welfare of the residents and visitors of the City, including negatively impacting emergency response capabilities as a result of stormwater flooding; (4) decreased use and

enjoyment of property; and (5) decreased property and rental value, marketability, and integrity of property.

(D) Every parcel of real property, both public and private, either uses or benefits from the maintenance of the City's stormwater system; and receives a special benefit from the City's stormwater system including the following: (1) reduced urban runoff and pollutants to the natural environment; (2) reduced flooding of private property; (3) improved safety and welfare of the residents and visitors of the City, including negatively impacting emergency response capabilities as a result of stormwater flooding; (4) enhanced use and enjoyment of property; and (5) enhanced property and rental value, marketability, and integrity of property.

(E) The City Council has carefully considered the Assessment Study which describes an apportionment methodology based upon the benefit received from the City's stormwater services, facilities and programs by all developed parcels with impervious surface, and has considered the applicable court decisions including Sarasota County v. Sarasota Church of Christ, Inc., 667 So. 2d 180 (Fla. 1995) (upholding stormwater special assessment on developed real property with impervious surfaces to fund stormwater utility services); State v. Sarasota County, 693 So. 2d 546 (Fla. 1997)(upholding stormwater special assessment on all developed property, with or without impervious surface); and Boca Raton v. State, 595 So. 2d 25 (Fla. 1992)(local governments are afforded deference in fairly apportioning costs under a special

assessment as long as the amount of the assessment for each tract is not in excess of the proportional benefits as compared to other assessments on other tracts).

(F) The conversion of natural land to developed land with impervious area results in increased stormwater runoff and numerous engineering and hydrologic studies have demonstrated that impervious area is the single most important factor contributing to the quantity and quality of stormwater runoff from a property. Thus, the use of impervious area has been demonstrated to be a simple, easy to understand approach that is a highly defensible basis to fairly and equitably apportion the costs of a municipal stormwater system to benefitting parcels for the stormwater assessment.

(G) The City expends substantial and measurable resources each year in providing stormwater services, facilities and programs to the public within the jurisdictional limits of the City.

(H) The City must generate and receive sufficient stormwater revenues to meet projected operating and capital expenditures of the City's stormwater utility, and the City Council has determined based on the recommendations contained in the Assessment Study, that the City should use a non- ad valorem assessment process as the primary method of funding the City's stormwater utility system.

(I) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may determine to fund all or a

portion of an essential service or improvement, such as stormwater services, facilities or programs, with general fund or other legally available revenues. The determination as to whether to contribute such other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council.

(J) Stated in the alternative, there is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. The City Council may annually determine as a matter of public policy and tax equity to impose Stormwater Assessments at a rate less than necessary to fund all or any specific portion of the Stormwater Assessed Costs. Costs incurred in providing stormwater services, facilities and programs not otherwise funded through Stormwater Service Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of properties, and the City may adjust and appropriate any budget allocation or expense otherwise funded by a special assessment, or in any combination thereof, and maintain the validity of the apportionment. The flexibility described above is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion and equity vested in the City Council. However, in no event shall any annual rate of Stormwater Assessment exceed the maximum assessment rate

previously noticed to the affected land owners without further notice and public hearing pursuant to the Assessment Ordinance.

(K) The findings and legislative determinations contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon the distinct tiers or classes of apportionment allocation described herein. The tiers and classes, when used together, provide a legal, flexible and equitable means for the City to fairly and reasonably allocate assessable benefits and costs among Assessed Property in the City.

(L) The apportionment among Tax Parcels of a portion of the City's annual budget for stormwater services, facilities and programs necessary for providing the stormwater protection is hereby determined to be a fair and reasonable means to annually allocate and share the benefits and costs associated therewith.

(M) The benefits derived from the stormwater services, facilities and programs as to each Tax Parcel subject to the Stormwater Assessments equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.

(N) The City Council hereby finds and determines that the Stormwater Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding stormwater services, facilities and programs by fairly and reasonably allocating a portion of the costs associated therewith among specially benefited property.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED STORMWATER ASSESSED COST.

(A) The estimated Stormwater Assessed Cost to be recovered through Stormwater Assessments for the Fiscal Year commencing October 1, 2022, is approximately $2.08 million. The Stormwater Assessed Cost will be funded through the imposition of Stormwater Assessments, as provided herein.

(B) The City Manager shall utilize the assessment rates associated with the single family residential Tier 1, Tier 2 and Tier 3, and non-single family residential Stormwater Assessments as described in this Preliminary Assessment Resolution in the preparation of the Preliminary Assessment Roll as provided in Section 2.02 of this Preliminary Assessment Resolution.

SECTION 2.02. ASSESSMENT ROLL. The City Manager is hereby directed to prepare, or cause to be prepared, a Preliminary Assessment Roll for Stormwater Assessments for the Fiscal Year commencing October 1, 2022, in the manner provided in

Section 2.03 of the Assessment Ordinance. The Assessment Roll shall include all Tax Parcels within the City which are not otherwise exempted from payment of the Stormwater Assessments hereunder. The City Manager shall apportion the estimated Stormwater Assessed Cost to be recovered through Stormwater Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Assessment Study which summarizes information and analysis related to the estimated amount of the Stormwater Assessed Cost to be recovered through the imposition of Stormwater Assessments, and the Preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Preliminary Assessment Roll be in printed form if the amount of the Stormwater Assessment for each parcel of property can be determined by the use of a computer terminal or internet access available to the public.

SECTION 2.03. PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m. or soon thereafter on August 23, 2022, in City Council Chambers of City Hall, 65 Stone Street, Cocoa, FL 32922, at which time the City Council will receive and consider any comments on the Stormwater Assessments from the public and affected property owners and consider imposing Stormwater Assessments and authorizing an alternative manner of collection.

SECTION 2.04. NOTICE BY PUBLICATION. The City Manager shall direct the publication of notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided by the Assessment Ordinance. The notice shall be published no later than twenty days before the hearing which is on or about August 23, 2022, in substantially the form attached hereto as Appendix A. The City Council acknowledges that this notice was published by the City Manager prior to the adoption of this Resolution.

SECTION 2.05. NOTICE BY MAIL, IF NECESSARY. To the extent that the City Manager determines that the mailing of notice of the public hearing authorized by Section 2.03 is required for certain Assessed Property, in the manner and time provided by the Assessment Ordinance, the notice shall be mailed no later than twenty days (August 23, 2022) before the hearing, in substantially the form provided in Appendix B of this Resolution. The City Council acknowledges that this notice was published by the City Manager prior to the adoption of this Resolution.

ARTICLE III

ASSESSMENTS

SECTION 3.01. STORMWATER ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. Stormwater Assessments are to be imposed throughout the entire area contained within the boundaries of the City in accordance with the

Assessment Ordinance and the Final Assessment Resolution to be adopted by the City Council at the public hearing to be held pursuant to this Article III.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Stormwater Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Stormwater Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments until paid, as provided in the Assessment Ordinance and in accordance with Florida law.

SECTION 3.03. APPORTIONMENT.

(A) The Assessment Study is hereby ratified and incorporated herein in its entirety. The apportionment method set forth therein is hereby ratified as the apportionment method for the Stormwater Assessments authorized by this Resolution. The City Manager is hereby authorized and directed to prepare a Preliminary Assessment Roll for Fiscal Year 2022-2023 based on the following rate schedule:

FY 2022 Assessment Rates for Single Family Parcels (up to three units)			FY 2022 Assessment Rate for Non-Single Family Parcels
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$85.65	$131.77	$229.29	$131.77 Per ERU

Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the City's stormwater system is di minimus. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed into one of three tiers mentioned herein based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table above. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel). The annual fee assessed to each parcel is then determined by multiplying $131.77 (as presented in the table above), which represents the stormwater assessment per ERU, by the number of ERUs for each non single-family parcel.

(B) Based upon the projections concerning net revenue requirements set forth in the Assessment Study, the Assessment Roll for subsequent Fiscal Years may reflect increases in the assessment rates up to and including the maximum rates presented in the rate schedule in Section 3.03.(A). More specifically, the annual assessment will be increased by 4.5% in Fiscal Year 2023 and 3.0% each year thereafter that the assessment

is levied up to a maximum assessment rate of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single family parcels that are not subject to the tiered assessment.

(C) The amount of the annual Stormwater Assessment imposed against Assessed Property may include a pro rata share of the costs and expenses associated with the collection and administration of the Stormwater Assessments each year.

(D) It is hereby ascertained, determined, and declared that the method of determining the Stormwater Assessments as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Stormwater Assessed Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Stormwater Assessments shall be utilized for the provision of stormwater services, facilities and programs. In the event there is any fund balance remaining at the end of the 2022-23 Fiscal Year, such balance shall be carried forward and thereafter used only to fund stormwater related services, facilities, and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Stormwater Assessments for the 2022-23 Fiscal Year shall be collected pursuant to the direct billing method provided for in the Assessment Ordinance, and each year thereafter pursuant to the Uniform Assessment Collection Act as provided for in the Assessment Ordinance, unless otherwise determined by the City Council.

SECTION 3.06. EXEMPTION.

(A) Tax Parcels assigned the following Florida Department of Revenue property use codes (DOR codes) by the Property Appraiser are not subject to the Stormwater Assessment contemplated hereunder; provided, however, that the costs associated with the exemption of such Tax Parcels shall be funded through other legally available revenues of the City and not through Stormwater Assessments imposed hereunder.

DOR Code	DOR Description	Parcel Count
465	CONDOMINIUM - MISCELLANEOUS (NOT COVERED	59
499	NON-TAXABLE CONDOMINIUM COMMON AREA	60
8010	SCHOOL (PUBLICLY OWNED) - VACANT	1
8020	COUNTY OWNED LAND - VACANT (THAT DOES	5
8040	HOUSING AUTHORITY - VACANT	13
8060	STATE OWNED LAND - VACANT (THAT DOES NOT	15
8080	MUNICIPALLY OWNED LAND - VACANT (THAT	78
8300	SCHOOL (PUBLICLY OWNED) - IMPROVED	7
8400	COLLEGE	1
8610	COUNTY OWNED LAND - IMPROVED (THAT DOES	6
8640	BREVARD COUNTY-OWNED (AGENCY OTHER THAN	1
8660	HOUSING AUTHORITY - IMPROVED	37
8710	STATE OWNED LAND - IMPROVED (THAT DOES	4
8810	FEDERALLY OWNED LAND - IMPROVED (THAT	1
8910	MUNICIPALLY OWNED LAND - IMPROVED (THAT	33
9105	LOCALLY-ASSESSED RAILROAD PROPERTY	14
9170	WATER & SEWER SERVICE	3
9400	RIGHT OF WAY STREET, ROAD, ETC - PUBLIC	-
9410	RIGHT OF WAY STREET, ROAD, ETC - PRIVATE	1
9499	ASSESSMENT ARREARS	-
9500	RIVERS AND LAKES	1
9510	SUBMERGED LANDS	2

In addition, parcels that are undeveloped land with no impervious surface are not assessed for the portion of the parcels that are undeveloped as those portions do not

receive material benefit from City stormwater services, facilities and programs and those portions are considered to be exempt from the Stormwater Assessments. However, one parcel with a 9105 land use code will be assessed because of impervious surface related to a building on the parcel.

(B) Tax Parcel classifications indicative of special designations used by the Property Appraiser for recordkeeping purposes which do not represent actual or assessable Tax Parcels are not subject to the Stormwater Assessments contemplated hereunder (e.g. header records).

(C) Notwithstanding anything herein to the contrary, the City Council reserves the right and ability in the future to impose Stormwater Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

SECTION 3.07 CREDITS.

(A) Parcels that engage in onsite stormwater management may receive a credit on their Stormwater Assessment in order to recognize the benefit of the activity to reduce the volume of stormwater leaving the properties, or enhance the quality of the runoff, thereby, reducing the burden on the City's stormwater system. The intent and purpose of the credit is to maintain equity for property owners with onsite stormwater management because such property owners have invested in measures to reduce

stormwater runoff from their property and therefore reducing the effort required by the City to manage their stormwater runoff.

(B) In order for a property owner to obtain a credit, the property owner must demonstrate a specified reduction of stormwater to the City's stormwater system from the property by providing onsite attenuation for a minimum storm event required by the St. Johns River Water Management District, pursuant to applicable law.

(C) Application and eligibility requirements to obtain a credit shall be determined by written administrative policy approved by the City Manager, provided such policy shall be consistent and not in conflict with this Resolution, and supported by a written technical memorandum prepared by the City's stormwater assessment consultant evidencing a fair and equitable method of determining the applicable credit.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 9th day of August, 2022.

CITY COUNCIL OF
COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

Attest:

By: _____
Carie Shealy, MMC, City Clerk

Appendix A

To Be Published on or before August 03, 2022

NOTICE OF HEARING TO ADOPT NON-AD VALOREM STORMWATER ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Stormwater Assessment non-ad valorem assessment rates, to pay a portion of annual stormwater costs related to the provision of Stormwater services, facilities and programs to properties within the City pursuant to Ordinance 10-2019 previously adopted by the City Council in 2019. The proposed updated rates will not exceed the maximum ERU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Stormwater Assessment and will not be in addition to the current Stormwater Assessment.

The public hearing will be held on August 23, 2022, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Preliminary and Final Assessment Resolutions and receiving public comment on the proposed assessment. The final decision on the assessment will be made by the City Council during the public hearings. If necessary, the City Council may continue the public hearings and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. All affected property owners have a right to attend and speak at

the hearing and to file written objections and/or comments with the City Council within 20 days of this notice.

Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

The total annual stormwater assessment revenue to be collected within the City for Fiscal Year 2023 is estimated to be approximately $2,192,090. For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for properties with government ownership, public roads and rights-of-way, vacant parcels, railroad tracks, certain educational establishments, bona-fide agricultural operations, parcels with less than 400 square feet of impervious surface, and such other exempt properties determined by lawful action of the City Council. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed in to one of three tiers based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table below. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel. The annual fee assessed to each parcel is then determined by multiplying $131.77

(as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2023 Assessment Rates for Single Family Parcels (up to three units)			FY 2023 Assessment Rate for Non-Single Family Parcels
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$85.65	$131.77	$229.29	$131.77 Per ERU

Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

For parcels that have constructed permitted, on-site facilities that meet the criteria outlined in Final Rate Resolution that mitigate the stormwater runoff from the parcel, a property owner may apply for a mitigation credit against the parcel's stormwater assessment. For those parcels that currently have a mitigation credit in the current stormwater user fee, those credits have been recognized in the assessment amount above.

The annual assessment will be increased by 4.5% in Fiscal Year 2023 and 3.0% each year thereafter that the assessment is levied up to a maximum assessment of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

The non-ad valorem assessment is an annual assessment which will continue from year to year. For Fiscal Year 2023 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the Ad-Valorem Tax bill to be mailed in November. The annual assessment amount will include expenses incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and will be

adjusted as necessary to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) for the City to provide stormwater services, facilities and programs at appropriate levels of service.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing. If you have any questions, please contact, out Stormwater Division at (321-433-8770) or stormwater@cocoafl.org, Monday through Friday between 8:00 a.m. and 4:00 p.m.

[INSERT MAP OF THE CITY OF COCOA]

CITY COUNCIL
CITY OF COCOA, FLORIDA

Appendix B

NOTICE OF PUBLIC HEARING TO ADOPT THE FINAL ASSESSMENT RESOLUTION FOR THE COLLECTION OF STORMWATER NON-AD VALOREM ASSESSMENTS
******THIS IS NOT A BILL******

[Insert Mailing Date]

[Owner1 - Col AB]
[Owner2 - Col AC]
[MailAddressLine1 - Col AE]
[MailCity - Col AG], [MailState - Col AH] [MailZip5 - Col AK]

CITY OF COCOA Tax ID : [TaxAcct - Col A]
[LocAddressFormatted - Col Y]

Dear Property Owner:

The City of Cocoa (the "City") is hereby providing notice that an annual non-ad valorem assessment to pay a portion of the annual stormwater costs may be levied against your property for the fiscal year commencing October 1, 2022 ("Fiscal Year 2023"), and each fiscal year thereafter, as required by Section 197.3632, Florida Statutes.

The Public hearing is scheduled for August 23, 2022 at 6:00 P.M at 65 Stone Street, Cocoa, Florida, in the City Council Chambers to receive public comment on the proposed non-ad valorem assessments. The final decision on the assessment will be made by the City Council during the public hearings. If necessary, the City Council may continue the public hearings and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. All affected property owners have a right to appear at either hearing and to file written objections with the City within twenty days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk, at least 48 hours in advance of the meeting at 321-433-8484.

The total annual stormwater assessment revenue to be collected within the City for Fiscal Year 2023 is estimated to be $2,192,090. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels were placed in to one of three tiers based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table below.

FY 2023 Assessment Rates for Single Family Parcels (up to three units)		
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$85.65	$131.77	$229.29

For non-single family parcels, each parcel was assigned a number of Equivalent Residential Units (ERUs) that was calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a Single Family parcel). The annual assessment to each parcel was then determined by multiplying $131.77 (as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non single-family parcel.

FY 2023 Assessment Rate for Non Single-Family Parcels
$131.77 Per ERU

Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

The FY 2023 Assessment for this parcel will be as follows:

Tier if single-family: [Tier Structure - Col L]
Billed ERUs if non-single family: [ERUs - Col M]
Annual Assessment Amount: $[Net Fee - Col P] (Includes mitigation credit of [Credit – Col O]

For parcels that have constructed permitted, on-site facilities that meet the criteria outlined in the Final Rate Resolution that mitigate the stormwater runoff from the parcel, a property owner may apply for a mitigation credit against the parcel's stormwater assessment. For those parcels that currently have a mitigation credit in the current stormwater fee, those credits have been recognized in the assessment amount above.

The annual assessment will be increased by 4.5% in Fiscal Year 2023 and 3.0% each year thereafter that the assessment is levied up to a maximum assessment for single family parcels (including up to three dwelling units) of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3, and a maximum assessment rate of $157.06 per ERU for non single-family parcels that are not subject to the tiered assessment.

The non-ad valorem assessment is an annual assessment which will continue from year to year. For Fiscal Year 2023 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the Ad-Valorem Tax bill to be mailed in November. The annual assessment amount includes expenses incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and was be adjusted to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the hearing on August 23, 2022, (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions regarding your stormwater assessment, please contact the Stormwater Division at (321-433-8770) or stormwater@cocoafl.org, Monday through Friday between 8:00 a.m. and 4:00 p.m.

*******DO NOT SEND PAYMENT - THIS IS NOT A BILL*******

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA TE
65 STONE ST
COCOA, FL 32922
ATTN CARIE SHEALY

STATE OF FLORIDA COUNTY OF BREVARD

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

as published in **FLORIDA TODAY** in the issue(s) of

8/3/2022

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 3RD DAY OF AUGUST 2022 by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

1-7-25

My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

PUBLICATION COST: $934.40
AD NO: GCI0922670
CUSTOMER NO: CIT180
PO#: PUBLIC NOTICE

NOTICE OF HEARING TO ADOPT NON-AD VALOREM STORMWATER ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Stormwater Assessment non-ad valorem assessment rates, to pay a portion of annual stormwater costs related to the provision of Stormwater services, facilities and programs to properties within the City pursuant to Ordinance 10-2019 previously adopted by the City Council in 2019. The proposed updated rates will not exceed the maximum ERU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Stormwater Assessment and will not be in addition to the current Stormwater Assessment.

The public hearing will be held on August 23, 2022, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Preliminary and Final Assessment Resolutions and receiving public comment on the proposed assessment. The final decision on the assessment will be made by the City Council during the public hearings. If necessary, the City Council may continue the public hearings and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice.

Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

The total annual stormwater assessment revenue to be collected within the City for Fiscal Year 2023 is estimated to be approximately $2,192,090. For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for properties with government ownership, public roads and rights-of-way, vacant parcels, railroad tracks, certain educational establishments, bona-fide agricultural operations, parcels with less than 400 square feet of impervious surface, and such other exempt properties determined by lawful action of the City Council. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed in to one of three tiers based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table below. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel. The annual fee assessed to each parcel is then determined by multiplying $131.77 (as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2023 Assessment Rates for Single Family Parcels (up to three units)			FY 2023 Assessment Rate for Non-Single-Family Parcels
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$85.65	$131.77	$229.29	$131.77 Per ERU

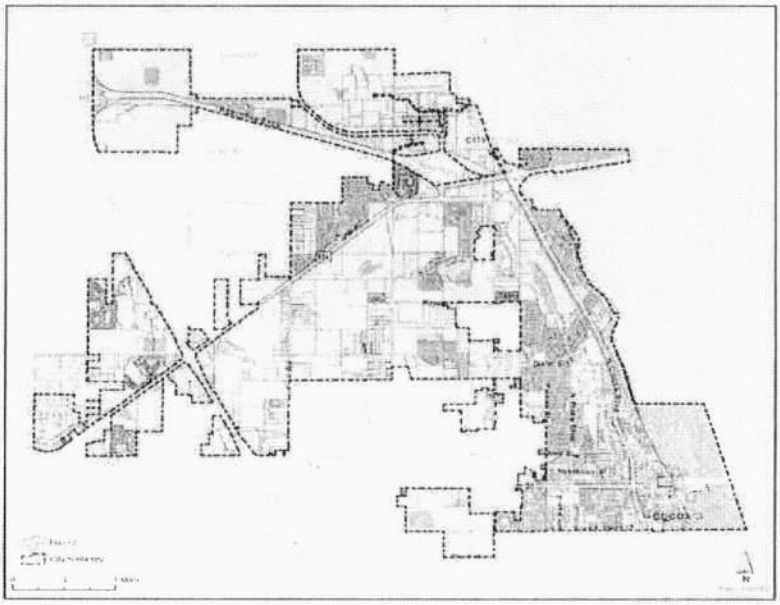
Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

For parcels that have constructed permitted, on-site facilities that meet the criteria outlined in Final Rate Resolution that mitigate the stormwater runoff from the parcel, a property owner may apply for a mitigation credit against the parcel's stormwater assessment. For those parcels that currently have a mitigation credit in the current stormwater user fee, those credits have been recognized in the assessment amount above.

The annual assessment will be increased by 4.5% in Fiscal Year 2023 and 4.0% each year thereafter that the assessment is levied up to a maximum assessment of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

The non-ad valorem assessment is an annual assessment which will continue from year to year. For Fiscal Year 2023 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the Ad-Valorem Tax bill to be mailed in November. The annual assessment amount will include expenses incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and will be adjusted as necessary to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) for the City to provide stormwater services, facilities and programs at appropriate levels of service.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing. If you have any questions, please contact, out Stormwater Division at (321-433-8770) or stormwater@cocoafl.org, Monday through Friday between 8:00 a.m. and 4:00 p.m.



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CITY OF COCOA, FLORIDA

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FEMA official to lead monkeypox fight

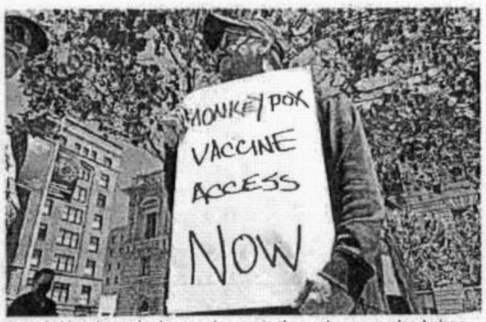
WH: 1.1M vaccine doses have been distributed

Michael Collins
USA TODAY

WASHINGTON – President Joe Biden has chosen top officials at the Federal Emergency Management Agency and the Centers for Disease Control and Prevention to lead the nation's fight against monkeypox.

Robert Fenton of FEMA will serve as the White House National Monkeypox Response Coordinator, and Dr. Demetre Daskalakis will be deputy coordinator, the White House said in a statement Tuesday.

The two officials will lead the administration's strategy and operations to combat the current monkeypox outbreak, including increasing the availability of tests, vaccinations and treatments, the statement said.



A man holds a sign urging increased access to the monkeypox vaccine during a July 18 protest in San Francisco. HAVEN DALEY/AP FILE

The appointments come as the administration has faced criticism over the pace of vaccine availability for monkeypox, a rare viral infection that does not usually cause serious illness but can result in hospitalization or death. Monkeypox spreads through close, physical contact between people.

More than 20,000 cases of monkeypox have been detected globally, with more than 5,800 reported cases in the United States. Last Friday, the World Health Organization declared monkeypox a "public health emergency of international concern," joining COVID-19 and polio in that designation.

Clinics in major cities like New York and San Francisco say they haven't received enough of the two-shot vaccine to meet demand, and some have had to stop offering the second dose of the vaccine to ensure supply of first doses.

Several Democrats on a key House panel asked the Government Accountability Office and the Department of Homeland Security on Monday to examine the federal government's preparations for and response to the monkeypox virus.

"When there is an infectious disease outbreak, the federal government has an obligation to make vaccines, therapeutics and diagnostics widely available without undue delay," Rep. Bennie Thompson, a Mississippi Democrat who chairs the House Homeland Security Committee, and other members of the panel wrote in a letter to the GAO.

"We are concerned that the pace of the federal response to monkeypox has enabled the virus to spread for two months and delays in distributing tests and vaccines have harmed efforts to contain the virus ... allowing the virus to begin to entrench itself as a rapidly spreading rare disease in the interim."

White House press secretary Karine Jean-Pierre said Monday that 1.1 million doses of the monkeypox vaccine have been distributed in the United States, including 737,000 doses that have gone out in the past few days.

More than 80,000 tests for monkeypox have been administered per week, she said.

Will US declare public health emergency?

Asked whether Biden plans to declare a public health emergency, Jean-Pierre said the decision rests with Health and Human Services Secretary Xavier Becerra.

But, "we are considering every policy option to help end this outbreak," she said. "That is urgent, and that is important to us."

Dr. Anthony Fauci, the nation's top infectious disease expert and Biden's top science adviser, praised the appointment of Fenton and Daskalakis on Monday night and said he hoped they would tighten the coordination between the various federal agencies involved in the monkeypox response.

"I personally think we're dealing with a really serious issue here," Fauci said. "There are a lot of unknowns. There are a lot of knowns about monkeypox, but there's still a lot of unknowns. So we really got to implement the interventions we have, get a much better feeling for the natural history and the scope and absolutely reach out into the community, and that's the reason why I think the combination of Bob and Demetre is really a good combination."

Who are Robert Fenton and Demetre Daskalakis?

Fenton serves as regional administration for FEMA's Region 9, which covers the West and has nearly 50 million people in his area of responsibility. He twice served as acting administrator of FEMA and led multiple prevention, response and recovery operations throughout his career, including for natural disasters, disease outbreaks and complex humanitarian operations.

Daskalakis is director of the CDC's Division of HIV Prevention. He is known as a national expert on health issues affecting the LGBCQIA+ communities. He previously oversaw management of infectious diseases for the New York City Department of Health and Mental Hygiene, one of the largest departments in the nation.

Both played roles in making COVID-19 vaccines more accessible for underserved communities and closing the equity gap in adult vaccination rates.

California governor declares monkeypox state of emergency

California's governor on Monday declared a state of emergency to speed efforts to combat the monkeypox outbreak, becoming the second state in three days to take the step.

Gov. Gavin Newsom said the declaration will help California coordinate a government-wide response, seek more vaccines and lead outreach and education efforts on where people can get treatment and vaccination.

"We'll continue to work with the federal government to secure more vaccines, raise awareness about reducing risk, and stand with the LGBTQ community fighting stigmatization," Newsom said in a statement announcing his declaration.

Nearly 800 cases of monkeypox have been reported in California, according to state public health officials.

The declaration in California came after a similar one in New York state on Saturday, and in San Francisco on Thursday. Newsom's administration had said as recently as Friday that it was too soon for such a declaration.

Democratic state Sen. Scott Wiener of San Francisco hailed the governor's decision.

"The monkeypox outbreak is an emergency, and we need to use every tool we have to control it," Wiener said.

Contributing: The Associated Press

NOTICE OF HEARING TO ADOPT NON-AD VALOREM STORMWATER ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Stormwater Assessment non-ad valorem assessment rates, to pay a portion of annual stormwater costs related to the provision of Stormwater services, facilities and programs to properties within the City [illegible]

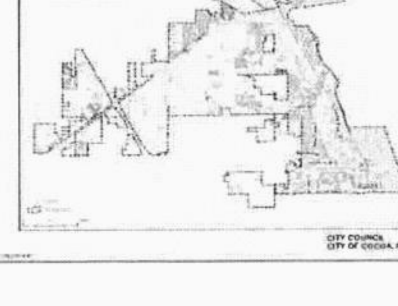
The public hearing will be held on August 23, 2022, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, [illegible]

[illegible]

FY 2023 Assessment Rates for Single Family Parcels (up to three units)			FY 2023 Assessment Rate for Non Single Family Parcels
Tier 1: 400 - 2,300 sq. ft. of impervious area	Tier 2: 2,400 - 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$85.65	$131.77	$229.29	$131.77 Per ERU

Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

[illegible]



CITY COUNCIL
CITY OF COCOA, FLORIDA

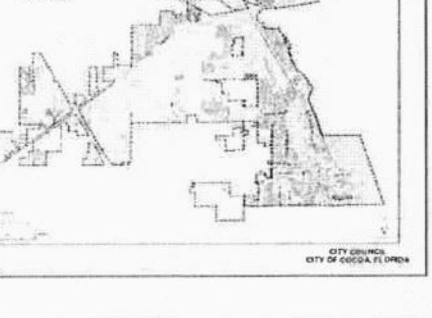
NOTICE OF HEARING TO ADOPT NON-AD VALOREM FIRE PROTECTION ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Fire Protection Assessment non-ad valorem assessment rates to continue funding the provision of Fire Protection Services [illegible]

[illegible]

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU (1)	Maximum Rate per EBU
Residential	Per Dwelling Unit	Improved non-exempt residential parcels	$235.62	$306.12
Non-residential / Response Readiness Availability	• Improved Property: Per parcel • Un-improved Property: Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$166.59	$216.45
Protection from Loss of Structures	Per $5,000 of structure value rounded down to nearest $5,000 (Structure EBU)	Improved non-exempt parcels	$15.44	[illegible]

[illegible]



CITY COUNCIL
CITY OF COCOA, FLORIDA

Stantec

City of Cocoa, Florida

FY 2022 Stormwater Rate Study Update – Final Report

August 3, 2022



August 3, 2022

Stockton Whitten
City Manager
65 Stone St.
Cocoa, FL 32922

Re: Fiscal Year 2022
Stormwater Rate Study Update
– Final Report

Dear Mr. Whitten,

Stantec Consulting Services Inc. is pleased to present this final report of the Fiscal Year 2022 Stormwater Rate Study Update that Stantec performed for the City of Cocoa, Florida.

Stantec appreciates the fine assistance provided by you and the members of City staff who actively participated in and contributed to this study. Please feel free to distribute this report to the appropriate members of City staff for their review and comments in addition to your own.

If you have any questions or would like to discuss, please do not hesitate to call me at (941) 504-7239 or email me at kelly.westover@stantec.com. Stantec appreciates the opportunity to be of service to the City and look forward to the possibility of doing so again in the near future.

Sincerely,



Kelly Westover
Managing Consultant
Direct: (941) 504-7239
kelly.westover@stantec.com

Stantec
6900 Professional Parkway
Sarasota, FL 34240

Enclosure

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1. INTRODUCTION

Stantec Consulting Services Inc. (Stantec) has conducted a Stormwater Rate Study Update (Study) for the City of Cocoa's Stormwater Enterprise Fund (Fund). This report presents the objectives, approach, methodologies, source data, and assumptions, as well as the findings and recommendations of the Study.

1.1 BACKGROUND

The City of Cocoa (City) manages an extensive Stormwater Utility System (Utility). The Stormwater Management Division of the City is responsible for maintaining the City's drainage ditches, swales, piping, inlets, manholes, and retention and detention ponds. The Stormwater System serves to protect individual and personal property, while reducing the impacts of urban runoff to the natural environment and specifically the ecologically significant Indian River Lagoon.

While the City evaluates the level of its stormwater user fees annually as part of its budget process, this study goes beyond normal budgeting and includes a 10-year revenue sufficiency analysis for the City's Stormwater Enterprise Fund. In October 1, 2019, the City established a non-ad valorem assessment for the collection of Stormwater Utility fees on each parcel's annual tax bill. This analysis reviews the sufficiency of the revenue collected by the assessments.

1.2 SCOPE OF SERVICES

The purpose of this Study was to develop a sustainable financial plan for the City's Stormwater Utility that satisfies the projected cost of providing the desired level of service, as well as update the City's Stormwater Assessment Roll with the current year property data.

The scope of services for the Study are outlined herein:

- Revenue Sufficiency Analysis – Develop a 10-year financial plan for the Stormwater Utility to ensure that the assessments developed will provide sufficient revenues to cover all the Stormwater Utility's operations, maintenance, debt service, and capital costs, while maintaining sufficient levels of reserve funds.
- Stormwater Assessment Roll Update – Update the city's Master Account File with the stormwater assessment for each account to be billed based on updated property data, including an analysis determining changes in impervious area from the Property Appraiser data.

2. REVENUE SUFFICIENCY ANALYSIS

2.1 DESCRIPTION

This section presents the development of annual system revenue requirements and the corresponding plan of annual revenue adjustments for the Utility as identified during the Revenue Sufficiency Analysis (RSA) component of the Study. The following sub-sections of the report present a description of the source data, assumptions, and resulting multi-year financial plan, while Appendix A includes detailed supporting schedules for the financial management plan identified herein for the Stormwater Utility.

During the RSA, Stantec reviewed several alternative multi-year financial management plans and corresponding stormwater annual revenue adjustment plans through interactive work sessions with City staff. During these work sessions, we examined the impact of various inputs and assumptions upon key financial indicators summarizing the results of the forecasting model under assumed conditions. We incorporated local information and management input as we developed the recommended financial management plan for the Utility. The result is a financial plan that considers the City's current and best assumptions and data to satisfy the Stormwater Utility's revenue requirements over a multi-year projection period, while meeting key financial performance objectives and minimizing annual assessment adjustments to the greatest extent possible.

To initialize the RSA, we obtained the City's historical and budgeted financial information regarding the operation of its Stormwater Utility, as well as information pertaining to the enterprise fund's fund balance and future out-year cost requirements. We also worked with the City staff to incorporate the Stormwater Utility's multi-year capital improvement program (CIP). We discussed with City staff other assumptions and policies that would affect the performance of the Stormwater Utility, such as planned developments/property growth, capital funding sources, debt service coverage, reserve fund levels, earnings on invested funds, escalation rates for operating costs, and other considerations.

This information was entered into the financial module of our proprietary Financial Analysis and Management System (FAMS) interactive modeling system. This module of FAMS produced a 10-year projection of the sufficiency of the revenue provided by stormwater assessments to meet current and projected financial requirements. Based upon these projections, Stantec then determined the level of revenue adjustments necessary in each year of the projection period to satisfy the Stormwater Utility's annual financial requirements.

The revenue sufficiency and financial planning module of FAMS utilizes all projected available funds in each year of the projection period (after payment of operations and maintenance expenses, debt service and renewal and replacement) to pay for capital projects. The model incorporates the rules of cash application as defined and applied by City staff and produces a detailed summary of the funding sources to be used for each project in the CIP. To the extent that current revenues and unrestricted reserves are not adequate to fund all capital projects in any year of the projection period, the model identifies a borrowing requirement to fund those projects or portions thereof that are determined to be eligible for borrowing. The

FAMS model is used to develop a borrowing program that includes the required borrowing amount by year and the resultant annual debt service requirements for each year in the projection period.

2.2 SOURCE DATA

The following sections review the various source data and assumptions supporting the Utility revenue requirements identified during the Study.

2.2.1 Beginning Fund Balance

The City's FY 2021 Annual Comprehensive Financial Report (ACFR), supporting trial balance schedules, and associated details of fund balances, as provided by City staff, were used to establish the beginning FY 2022 (October 1, 2021) balances for the revenue fund (operating fund) of the Stormwater Utility. The detailed end of FY 2021 fund balances (as of September 30, 2021) that serve as the FY 2022 beginning fund balances are presented on Schedule 2 of Appendix A.

2.2.2 Revenues

The revenues utilized in the RSA reflect an evaluation of historical results, the FY 2022 Adjusted Budget, and the FY 2023 Recommended Budget[1]. Budgeted revenues for the Stormwater Utility consist of stormwater assessment revenues and interest income. FY 2022 projected stormwater assessment revenues are based upon the FY 2022 receipts to date. Revenue projections for the remainder of the forecast represent FY 2023 projected revenues, adjusted for assumed property growth and assessment increases. Interest income is calculated annually based upon average fund balances and assumed interest rates. A summary of projected cash inflows is presented on Schedule 3 of Appendix A.

2.2.3 Operating Expenditures

The Stormwater Utility's operating expenditures include all operating and maintenance (O&M) expenses, including personnel services expenses. The RSA based the operating expenditure projections on the individual expense categories and expense amounts contained in the FY 2022 Adjusted Budget and the FY 2023 Recommended Budget. The cost requirements from the FY 2023 budget were adjusted annually thereafter based upon assumed cost escalation factors that were determined in consultation with City staff.

Projected operating expenditures and cash outflows (excluding the cash funding of capital) are presented on Schedule 4 of Appendix A.

[1] As provided by City staff on June 27, 2022.

2.2.4 Capital Improvement Program

The RSA utilized the capital improvement program (CIP) provided by Utility staff for FY 2023 through FY 2027, with assumptions for annual capital spending from FY 2028 through FY 2032. Per staff direction, a one-time 10% cost adjustment was included in FY 2023 to recognize observed increases in capital costs due to inflation. For capital expenditures beginning in FY 2024, the RSA includes an annual cost inflation factor of 3.0%, based upon recent increases observed in the Engineering News Record - Construction Cost Index, to account for inflation in the future cost of construction. In total, the CIP in future year dollars from FY 2022 through FY 2032 is approximately $13.6 million. The financial management plan presented herein assumes cash funding of the entire CIP, except for instances where the City provided a list of projects for which grant funding is expected. A detailed list of the specific projects and costs by year is included on Schedule 6 of Appendix A.

2.3 ASSUMPTIONS

2.3.1 Cost Escalation

Annual cost escalation factors for the various types of operating and maintenance expenses were developed based upon discussions with City staff, a review of historical trends, and industry experience, which are applied in each year of the projection period beginning in FY 2024. The table below outlines several of the key expense categories and their respective escalation factor. Additional escalation factors assumed for the various categories of expenses can be found on Schedule 5 of Appendix A.

Table 2-1 Commonly Utilized Escalation Factors

Escalation Factor Category	Escalation Factor %
Default Operating	3.0%
Salaries	3.0%
Repair & Maintenance	5.0%
Professional/Contract Services	3.0%

2.3.2 Cost Execution

As part of the analysis, Stantec analyzed multiple years of historical budget-to-actual comparisons to evaluate how the Utility executed their budget each year. It was determined that the Utility does not generally execute 100% of its operating budget each year. Based on the analysis of historical results, all O&M and personnel services costs are assumed to be executed at 95% in each year of the projection.

2.3.3 Interest Earnings

The Study reflects annual interest earning rates of 0.25% in FY 2022 and FY 2023, 0.50% in FY 2024 and FY 2025, 0.75% in FY 2026 and FY 2027 and 1.00% beginning in FY 2028 and continuing each year thereafter. Projected interest earnings are presented on Schedule 3 of Appendix A.

2.3.4 Property & Impervious Area Forecast

A forecast of stormwater properties (equivalent units) within the City was developed based on historical trends and staff discussions. The forecast assumes a conservative growth rate of 0.7% beginning in FY 2023 and continuing annually for residential and non-residential equivalent units. Growth in FY 2022 has been estimated based on the actual receipts of revenue to date.

2.3.5 Minimum Reserve Policy

Reserve balances for utilities are funds set aside for a specific cash flow requirement, financial need, project, task, or unforeseen system requirements. These balances are maintained to meet short-term cash flow requirements and minimize the risk associated with meeting the financial obligations and continued operational and capital needs under adverse conditions. The level of reserves maintained by a utility is an important component and consideration in developing a utility system multi-year financial management plan.

Many utilities, rating agencies, and the investment community place a significant emphasis on having sufficient reserves available for potentially adverse economic conditions. The rationale related to the maintenance of adequate reserves is twofold. First, it helps to ensure that a utility will have adequate funds available to meet its financial obligations during unusual periods (i.e., when revenues are unusually low and/or expenditures are unusually high). Second, it provides funds that can be used for emergency repairs or replacements to the system that can occur because of natural disasters or unanticipated system failures.

The financial management plans presented in this report assume that the City will maintain a minimum unrestricted cash reserve balance equal to 4 months of annual operating and maintenance expenses. This level of reserve is consistent with 1) our industry experience for similar systems, and 2) a healthy level of reserves for a municipal utility system per the evaluation criteria published by the municipal utility rating agencies (Fitch, Moody’s, and Standard & Poor’s).

2.3.6 Future Borrowing & Capital Funding

Per direction from the City, no borrowing is projected in the projection period and the 10-year CIP is assumed to be paid for out of the Stormwater Utility’s revenue fund and through grant proceeds as applicable. A complete schedule of assumed CIP funding can be found on Schedule 9 of Appendix A.

2.3.7 Debt Service Coverage

The City's Stormwater Utility currently has no outstanding debt; however, a minimum senior-lien debt service coverage ratio of 1.25 (with a target of 1.50), was utilized in the current Study for any possible projected future debt issuances. The debt service coverage ratio signifies that net income must be at least 1.25 times annual debt service.

The ratio of net income to annual debt service requirement (referred to as a debt service coverage ratio hereafter) described above was developed through discussions with City Staff and represents the minimum requirements of bondholders. As a policy decision, utilities frequently opt to measure revenue sufficiency and set fees based upon a higher debt service coverage ratio to ensure compliance with the rate covenants in the event future projections of revenue and expenses do not occur as predicted (due to unanticipated capital requirements or substantial operating cost increases, natural disasters, etc.). The financial management plan presented herein results in projected total debt service coverage greater than 1.50 in each year of the forecast, which is indicative of the midrange level of municipal utility system performance per the current evaluation criteria published by the municipal utility rating agencies (Fitch, Moody's, and Standard & Poor's).

2.4 RESULTS

Based upon the source data and assumptions presented herein, the Study resulted in the following findings and recommendations relative to the financial sustainability of the City's Stormwater System:

- The City's current stormwater revenues are insufficient to meet projected operating & capital expenditures of the Stormwater Utility through the projected forecast period. Stantec has included $300,000 of supplemental funding in FY2027 to create a sustainable financial forecast over the 10-year period.
- Stantec recommends the City continue to follow the previously recommended plan of rate increases, to include a 4.5% increase in FY 2023 and level annual 4.0% rate increases each year thereafter. A 5-year recommended revenue adjustment plan for the Stormwater Utility is shown in Table 2-2.
- Stantec recommends the City continue to seek supplemental funding such as grants for qualifying capital projects. Based on the financial plan presented herein, the City will need an additional $300,000 in grant proceeds in FY 2027 to ensure the Fund maintains sufficient minimum fund balances.
- The combination of continued rate increases and additional grant funding in FY 2027 will result in a sustainable financial plan for the Stormwater Utility.

Table 2-2 Stormwater Assessment Adjustments

Fiscal Year	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Effective Date	10/1/2022	10/1/2023	10/1/2024	10/1/2025	10/1/2026
Stormwater Revenue Adjustment Plan	4.5%	4.0%	4.0%	4.0%	4.0%

It is important to note that the projections of future conditions underlying this analysis are not intended to be predictions. Applicable to many utility systems, there are multiple factors beyond the City's control, such as i) weather, ii) regulatory changes, iii) national, regional, and local economic conditions, iv) the rate of growth in developed properties, v) operating and capital cost inflation, and vi) changes in the timing and composition of the Stormwater Utility's capital improvement program, that may have material impacts on the future financial condition of the City's utility operations. Further, the projections in this Study rely upon data and guidance provided by the City during the development of the Study, and while the information utilized in this Study is believed to be reliable, detailed independent reviews or auditing of the data were not conducted.

As a result, there will usually be differences between forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. While Stantec has no responsibility to update this report for events and circumstances occurring after the date of this report, future management actions should be based upon and adjusted to reflect future results as they occur. These comments are provided to emphasize the importance of active City management, informed by the actual future results of Stormwater Utility operations. While the planning effort supported by this Study will serve to guide and inform the City in balancing future revenue and spending decisions, it is only through observation of future results, and the update of this analysis, that the City will be able to determine the actions required to ensure its financial and operational objectives are met over time.

Appendix A includes detailed schedules presenting all components of the financial management plan developed for the Stormwater Utility.

3. STORMWATER ASSESSMENT ROLL UPDATE

As part of the analysis, Stantec performed an interim update to the assessment roll and updated the Master Account File with the FY 2023 stormwater assessment for each parcel to be billed based on the most current Brevard County Property Appraiser data. The assessment roll analysis consisted of first identifying parcels that were new or had been modified since the last assessment roll was prepared in August 2021 adopted in September 2021 by City Council. This was completed by performing a change analysis contrasting the FY 2022 assessment roll to the most current parcel data obtained from the Property Appraiser in July 2022. This resulted in the identification of 75 flagged parcels, which were geospatially analyzed to determine their measured impervious area for the purposes of assessing the non-ad valorem stormwater assessment for FY 2023. This interim update will ensure that the FY 2023 stormwater assessment roll matches the correct billing units to the correct parcel. However, a full recalculation of impervious area has not been completed since the initial analysis in 2019.It is recommended that a full update of impervious area for each and every parcel be completed every 5 years of before July 2024. Doing so will ensure that the City can account for changes in the intensity of development on each parcel and reflect those changes in the fees assessed for stormwater services.

3.1 IMPERVIOUS AREA UPDATE

Impervious area is defined in the City's stormwater resolution and broadly incorporates all features on a parcel that disrupt the natural percolation of water into the ground. Impervious area along with a customer class designation determines the stormwater assessment a parcel receives. To accurately measure the impervious area contained on a parcel, a geospatial analysis was conducted that digitalized the impervious area as shown below in yellow shading in Figure 3-1. This digital impression of the physical impervious area was then used to create the proper assessment for each of the new 75 parcels that were analyzed as part of the effort. An updated geodatabase will be provided to City staff that includes all parcels within the City, inclusive of the modifications made.

Figure 3-1 Geospatial Analysis



Disclaimer

This document was produced by Stantec Consulting Services, Inc. ("Stantec") for the City of Cocoa and is based on a specific scope agreed upon by both parties. Stantec's scope of work and services do not include serving as a "municipal advisor" for purposes of the registration requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Stantec is not advising the City of Cocoa, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, terms, or other similar matters concerning such products or issuances.

In preparing this report, Stantec utilized information and data obtained from the City of Cocoa or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliance on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City of Cocoa should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

APPENDIX A: SUPPORTING SCHEDULES FOR THE RSA

Schedule 1 - Contains the assumptions of the RSA, including developed property growth assumptions

Schedule 2 - Identifies the end of FY 2021 fund balances that serve as the FY 2022 beginning balances of the analysis

Schedule 3 - Presents a list of all projected cash inflows from FY 2022 - FY 2032

Schedule 4 - Presents a list of all projected cash outflows from FY 2022 - FY 2032

Schedule 5 - Presents a list of all cost escalation factors utilized in the projection of cash outflows

Schedule 6 - Provides a detailed listing of the annual capital improvement projects from FY 2022 - FY 2032

Schedule 7 - Contains the FAMS Control Panel that presents a summary of the financial management plan, including annual assessment increases, debt service coverage ratios, total CIP spending levels, property impacts, and fund balances. Contains the results of the analysis with and without additional grant proceeds in FY 2027.

Schedule 8 - Presents the projected annual net income, debt coverage, and cash flow results

Schedule 9 - Shows the projected funding sources for the capital improvement program

Schedule 10 - Presents a fund-level cash flow reconciliation, providing the beginning balance in each year, the amount utilized for project funding or payment of debt service, interest earnings calculations, and the end of year fund balance

Schedule 11 – Borrowing projections including interest rate and debt service.

** Note that with the exception of Schedule 7, all schedules represent the financial plan inclusive of additional grant funding in FY 2027.*

Assumptions

Schedule 1

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Rate Increase Adoption Date	10/1/2021	10/1/2022	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029	10/1/2030	10/1/2031
Annual Growth											
Stormwater											
Ending # of ERUs	16,600	17,057	17,176	17,296	17,417	17,539	17,662	17,786	17,910	18,035	18,162
ERU Growth	234	457	119	120	121	122	123	124	124	125	126
% Change in ERUs	*1.43%*	*2.75%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*
Capital Spending											
Annual Capital Budget (Future Year Dollars)	$ 1,451,497	$ 522,628	$ 1,164,724	$ 1,357,754	$ 2,199,659	$ 1,745,664	$ 956,401	$ 985,093	$ 1,014,646	$ 1,045,085	$ 1,076,438
Annual Percent Executed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Average Annual Interest Earnings Rate											
On Fund Balances	0.25%	0.25%	0.50%	0.50%	0.75%	0.75%	1.00%	1.00%	1.00%	1.00%	1.00%
Operating Budget Reserve											
Target (Number of Months of Reserve)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Operating Budget Execution Percentage											
Personal Services	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
Cost of General Fund Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Operations and Maintenance	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%

FY 2022 Beginning Balances as of 10/1/2021 — Schedule 2

		Revenue Fund
Current Unrestricted Assets [1]		
Cash and Cash Equivalents	$	1,604,817
Investments		208,037
Accounts Receivable, net		37,256
Due from Other Governments		24
Prepaid Items		3,168
Total Assets	**$**	**1,853,302**
Current Liabilities		
Accounts and Claims Payable	$	(22,355)
Accrued Payroll and Related Liabilities		(16,262)
Compensated Absences		(11,837)
Net Unrestricted Fund Balance	**$**	**1,802,848**
Available Fund Balance	**$**	**1,802,848**

[1] Beginning Balances per Statement of Net Position as of September 30, 2021.

Projection of Cash Inflows — Schedule 3

		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
1	**Rate Revenue Growth Assumptions**											
2	% Change in Revenue	N/A	2.75%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%
3	**Assumed Rate Revenue Increases**	N/A	4.50%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
4	**Stormwater Rate Revenue**											
5	Charges for Public Svcs	$ 1,847,000	$ 1,983,198	$ 2,076,964	$ 2,175,163	$ 2,278,005	$ 2,385,709	$ 2,498,505	$ 2,616,634	$ 2,740,349	$ 2,869,912	$ 3,005,602
6	Tax Certificates	100,000	105,232	110,207	115,418	120,875	126,590	132,575	138,843	145,408	152,283	159,483
7	**Total Stormwater Rate Revenue**	**$ 1,947,000**	**$ 2,088,430**	**$ 2,187,171**	**$ 2,290,581**	**$ 2,398,880**	**$ 2,512,299**	**$ 2,631,080**	**$ 2,755,478**	**$ 2,885,757**	**$ 3,022,195**	**$ 3,165,084**
8	**Other Operating Revenue**											
9	Shared Rev - Brevard Cty	$ 13,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Save Our Indian Rvr Lag	13,054	-	-	-	-	-	-	-	-	-	-
11	**Total Other Operating Revenue**	**$ 26,954**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
12	**Non-Operating Income**											
13	Unrestricted Interest Income	$ 4,494	$ 4,787	$ 9,189	$ 6,816	$ 8,507	$ 6,793	$ 6,229	$ 6,185	$ 6,356	$ 6,757	$ 7,406
14	Other Misc Revenues	3,894	400	400	400	400	400	400	400	400	400	400
15	**Total Non-Operating Income**	**$ 4,494**	**$ 4,787**	**$ 9,189**	**$ 6,816**	**$ 8,507**	**$ 6,793**	**$ 6,229**	**$ 6,185**	**$ 6,356**	**$ 6,757**	**$ 7,406**
16	**Transfers In**[1]											
17	Floating Wetlands Grant[2]	$ -	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
18	Other Grant Proceeds	697,250	44,000	-	-	1,442,400	300,000	-	-	-	-	-
19	**Total Transfers In**	**$ 697,250**	**$ 49,000**	**$ 5,000**	**$ 5,000**	**$ 1,447,400**	**$ 305,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**
20	**Total Cash Inflows**[3]	**$ 2,675,698**	**$ 2,142,217**	**$ 2,201,361**	**$ 2,302,397**	**$ 3,854,786**	**$ 2,824,091**	**$ 2,642,309**	**$ 2,766,662**	**$ 2,897,112**	**$ 3,033,952**	**$ 3,177,490**

[1] Represents transfers into the Grant Proceeds Fund and as such are not included in the calculation of operating revenues for the Revenue Fund.

[2] Floating Wetlands Grant proceeds earmarked for Floating Wetlands in City Stormwater Ponds capital projects.

[3] FY 22 and FY 23 revenues per the FY 2022 Adjusted Budget and FY 2023 Proposed Budget respectively. All future projections based on FY 2023 Proposed Budget and identified escalation factors.

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
		Personal Services											
1	423-3570-538.12-00	Regular Salaries & Wages	$ 421,910	$ 409,835	$ 422,130	$ 434,794	$ 447,838	$ 461,273	$ 475,111	$ 489,364	$ 504,045	$ 519,167	$ 534,742
2	423-3570-538.12-12	Regular Salaries & Wages	609	-	-	-	-	-	-	-	-	-	-
3	423-3570-538.14-00	Overtime	6,075	6,887	6,973	7,060	7,149	7,238	7,328	7,420	7,513	7,607	7,702
4	423-3570-538.20-00	Clothing/Shoe Allowance	720	840	865	891	918	945	974	1,003	1,033	1,064	1,096
5	423-3570-538.21-00	FICA Taxes	27,937	31,561	32,508	33,483	34,488	35,522	36,588	37,685	38,816	39,981	41,180
6	423-3570-538.22-00	Retirement Contributions	38,830	45,510	47,786	50,175	52,684	55,318	58,084	60,988	64,037	67,239	70,601
7	423-3570-538.23-00	Life/Health Insurance	1,300	1,437	1,552	1,676	1,810	1,955	2,111	2,280	2,463	2,660	2,873
8	423-3570-538.23-04	Medical/Rx Self Insured	92,000	110,599	119,447	129,003	139,323	150,469	162,506	175,507	189,547	204,711	221,088
9	423-3570-538.24-00	Worker's Compensation	48,207	52,954	55,602	58,382	61,301	64,366	67,584	70,963	74,512	78,237	82,149
10	423-3570-538.27-00	Cafeteria Plan	4,800	7,200	7,416	7,638	7,868	8,104	8,347	8,597	8,855	9,121	9,394
		Operating Expenses											
11	423-3570-538.31-00	Professional Services	$ 151,530	$ 79,800	$ 82,194	$ 84,660	$ 87,200	$ 89,816	$ 92,510	$ 95,285	$ 98,144	$ 101,088	$ 104,121
12	423-3570-538.31-01	Professional Services	500	500	515	530	546	563	580	597	615	633	652
13	423-3570-538.31-33	Professional Services	7,294	-	-	-	-	-	-	-	-	-	-
14	423-3570-538.34-00	Contract Services	59,000	79,000	81,370	83,811	86,325	88,915	91,583	94,330	97,160	100,075	103,077
15	423-3570-538.34-10	Cost of General Fund Services	189,096	297,622	312,503	328,128	344,534	361,761	379,849	398,841	418,783	439,722	461,708
16	423-3570-538.40-00	Travel & Per Diem	2,850	2,850	2,936	3,024	3,114	3,208	3,304	3,403	3,505	3,610	3,719
17	423-3570-538.41-00	Communication	2,076	2,076	2,138	2,202	2,269	2,337	2,407	2,479	2,553	2,630	2,709
18	423-3570-538.42-00	Postage & Freight	500	500	515	530	546	563	580	597	615	633	652
19	423-3570-538.43-00	Electric/Water/Sewer	15,000	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002	19,572
20	423-3570-538.44-00	Rentals And Leases	22,250	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	3,167	3,262
21	423-3570-538.45-00	Insurance	12,228	14,438	15,593	16,840	18,188	19,643	21,214	22,911	24,744	26,724	28,862
22	423-3570-538.46-00	Repairs & Maintenance	111,522	105,900	111,195	116,755	122,592	128,722	135,158	141,916	149,012	156,463	164,286
23	423-3570-538.46-03	Repairs & Maintenance	41,977	106,125	111,431	117,003	122,853	128,996	135,445	142,218	149,329	156,795	164,635
24	423-3570-538.47-00	Printing & Binding	500	500	515	530	546	563	580	597	615	633	652
25	423-3570-538.49-00	Other Charges & Oblig.	267	267	275	283	292	301	310	319	328	338	348
26	423-3570-538.51-00	Office Supplies	500	500	515	530	546	563	580	597	615	633	652
27	423-3570-538.52-00	Operating Supplies	12,564	11,203	11,539	11,885	12,242	12,609	12,987	13,377	13,778	14,192	14,617
28	423-3570-538.52-30	Operating Supplies	19,145	41,118	42,393	43,707	45,062	46,459	47,899	49,384	50,915	52,493	54,120
29	423-3570-538.52-33	Operating Supplies	3,528	-	-	-	-	-	-	-	-	-	-
30	423-3570-538.54-00	Membership/Publications	815	750	773	796	820	844	869	896	922	950	979
31	423-3570-538.55-00	Training	4,735	4,800	4,944	5,092	5,245	5,402	5,565	5,731	5,903	6,080	6,263
32	423-3570-538.56-15	It-Related Operating Exp	2,760	260	268	276	284	293	301	310	320	329	339
		Total Expenses by Category											
33		Personal Services	$ 642,388	$ 666,823	$ 694,278	$ 723,102	$ 753,377	$ 785,189	$ 818,633	$ 853,808	$ 890,821	$ 929,786	$ 970,824
34		Cost of General Fund Services	189,096	297,622	312,503	328,128	344,534	361,761	379,849	398,841	418,783	439,722	461,708
35		Operations & Maintenance	471,541	468,087	487,133	507,022	527,793	549,490	572,158	595,843	620,596	646,469	673,517
36		**Total Expenses**	**$ 1,303,025**	**$ 1,432,532**	**$ 1,493,914**	**$ 1,558,252**	**$ 1,625,704**	**$ 1,696,441**	**$ 1,770,640**	**$ 1,848,493**	**$ 1,930,200**	**$ 2,015,977**	**$ 2,106,049**
		Expense Execution Factors											
37		Personal Services	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
38		Cost of General Fund Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
39		Operations & Maintenance	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
		Total Expenses at Execution											
40		Personal Services	$ 610,269	$ 633,482	$ 659,564	$ 686,947	$ 715,708	$ 745,930	$ 777,702	$ 811,118	$ 846,280	$ 883,296	$ 922,283
41		Cost of General Fund Services	189,096	297,622	312,503	328,128	344,534	361,761	379,849	398,841	418,783	439,722	461,708
42		Operations & Maintenance	447,964	444,683	462,776	481,671	501,404	522,016	543,550	566,051	589,567	614,146	639,841
43		**Total Expenses at Execution**	**$ 1,247,329**	**$ 1,375,787**	**$ 1,434,844**	**$ 1,496,746**	**$ 1,561,646**	**$ 1,629,707**	**$ 1,701,101**	**$ 1,776,010**	**$ 1,854,630**	**$ 1,937,164**	**$ 2,023,832**
44		**Total Cash Outflows** [1]	**$ 1,247,329**	**$ 1,375,787**	**$ 1,434,844**	**$ 1,496,746**	**$ 1,561,646**	**$ 1,629,707**	**$ 1,701,101**	**$ 1,776,010**	**$ 1,854,630**	**$ 1,937,164**	**$ 2,023,832**

[1] FY 22 and FY 23 operating expenses per the FY 2022 Adjusted Budget and FY 2023 Proposed Budget respectively. All future projections based on FY 2023 Proposed Budget and identified escalation factors.

Cost Escalation Factors

Schedule 5

Account Number	Expense Line Item Description	Inflation Factor	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
	Personal Services										
423-3570-538.12-00	Regular Salaries & Wages	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.12-12	Regular Salaries & Wages	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.14-00	Overtime	Special Pay/Overtime	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
423-3570-538.20-00	Clothing/Shoe Allowance	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.21-00	FICA Taxes	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.22-00	Retirement Contributions	Retirement	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.23-00	Life/Health Insurance	Other Health Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.23-04	Medical/Rx Self Insured	Medical Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.24-00	Worker's Compensation	Worker's Comp	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.27-00	Cafeteria Plan	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	Operating Expenses										
423-3570-538.31-00	Professional Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.31-01	Professional Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.31-33	Professional Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.34-00	Contract Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.34-10	Cost of General Fund Services	Gen Fund Composite O&M	3.63%	3.63%	3.63%	3.63%	3.63%	3.63%	3.63%	3.63%	3.63%
423-3570-538.40-00	Travel & Per Diem	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.41-00	Communication	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.42-00	Postage & Freight	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.43-00	Electric/Water/Sewer	EIA Electricity	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.44-00	Rentals And Leases	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.45-00	Insurance	Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.46-00	Repairs & Maintenance	Repair & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.46-03	Repairs & Maintenance	Repair & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.47-00	Printing & Binding	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.49-00	Other Charges & Oblig.	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.51-00	Office Supplies	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.52-00	Operating Supplies	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.52-30	Operating Supplies	EIA Fuels	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%
423-3570-538.52-33	Operating Supplies	Employee Health Center	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.54-00	Membership/Publications	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.55-00	Training	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.56-15	It-Related Operating Exp	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	Additional O&M Estimate	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	Additional Personnel Costs	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

Capital Improvement Program **Schedule 6**

	Project Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
1	Infrastructure	$ 557,445	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Machinery and Equipment	196,802	-	-	-	-	-	-	-	-	-	-
3	2 Solar Bee Pond Aerators	-	-	45,000	45,000	-	-	-	-	-	-	-
4	Annual Cured in Place Pipe Lining	-	160,000	160,000	160,000	160,000	160,000	-	-	-	-	-
5	Baffle Box Replacement at Riverfront Park	-	60,000	600,000	-	-	-	-	-	-	-	-
6	Dump Truck Replacement [1]	190,000	-	-	-	-	-	-	-	-	-	-
7	Floating Wetlands in City Stormwater Ponds [1]	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
8	FORD 350SD	-	82,516	-	-	-	-	-	-	-	-	-
9	FORD F-150	-	-	-	24,702	-	-	-	-	-	-	-
10	Gradall XL4100 [1]	507,250	-	-	-	-	-	-	-	-	-	-
11	Indian River Drive and Dixon Blvd. Water Quality and Roadway Elevation Project [1]	-	80,000	-	-	1,200,000	-	-	-	-	-	-
12	Indian River Drive Baffle Box	-	-	30,000	-	300,000	-	-	-	-	-	-
13	International TYMCO 600X	-	-	-	355,015	-	-	-	-	-	-	-
14	London Blvd. Drainage Ditch Piping	-	-	28,000	143,750	-	-	-	-	-	-	-
15	Range Road Drainage Ditch Piping	-	-	75,000	385,000	-	-	-	-	-	-	-
16	Riverfront Park Drain Field Improvements [1]	-	-	40,000	-	-	1,200,000	-	-	-	-	-
17	Thompson Trailer Mounted Pump	-	42,600	-	-	-	-	-	-	-	-	-
18	US1 and Forrest Ave Stormwater Facility	-	-	-	-	120,000	-	-	-	-	-	-
19	Unspecified Future Projects	-	-	-	-	-	-	700,000	700,000	700,000	700,000	700,000
20	**Total CIP (in Current Dollars)**	**$ 1,451,497**	**$ 475,116**	**$ 1,028,000**	**$ 1,163,467**	**$ 1,830,000**	**$ 1,410,000**	**$ 750,000**	**$ 750,000**	**$ 750,000**	**$ 750,000**	**$ 750,000**
21	Cumulative Projected Cost Escalation[2]	0.0%	10.0%	13.3%	16.7%	20.2%	23.8%	27.5%	31.3%	35.3%	39.3%	43.5%
22	**Total CIP (in Future Dollars)**	**$ 1,451,497**	**$ 522,628**	**$ 1,164,724**	**$ 1,357,754**	**$ 2,199,659**	**$ 1,745,664**	**$ 956,401**	**$ 985,093**	**$ 1,014,646**	**$ 1,045,085**	**$ 1,076,438**
23	Annual CIP Execution Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
24	**Final CIP Funding Level**	**$ 1,451,497**	**$ 522,628**	**$ 1,164,724**	**$ 1,357,754**	**$ 2,199,659**	**$ 1,745,664**	**$ 956,401**	**$ 985,093**	**$ 1,014,646**	**$ 1,045,085**	**$ 1,076,438**

[1] Indicates projects fully or partially funded through grant proceeds.

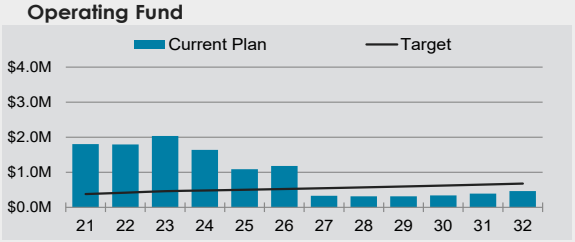
[2] CIP Escalation of 10% in FY 23 represents a one-time adjustment to reflect City observed increases in construction costs. CIP Escalation factors in FY 24 and beyond are consistent with the Engineering News Record Construction Cost Index.

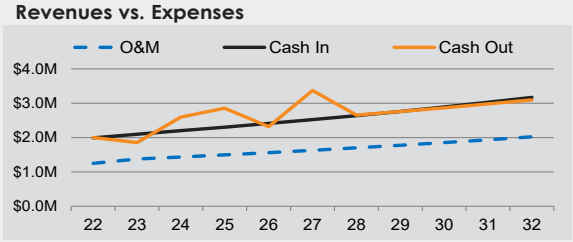
FAMS - Control Panel (No Additional Grants in FY 2027) **Schedule 7A**

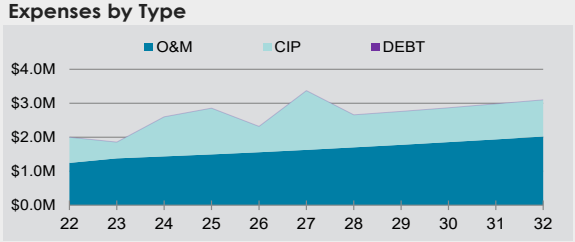
FAMS Financial Analysis & Management System By Stantec | City of Cocoa, FL | Stormwater Fund | Stantec

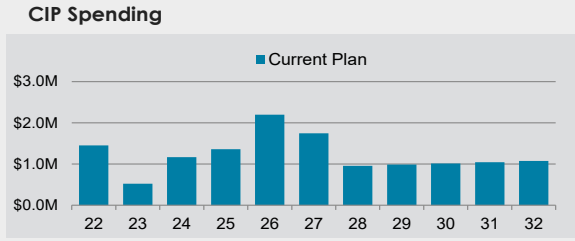
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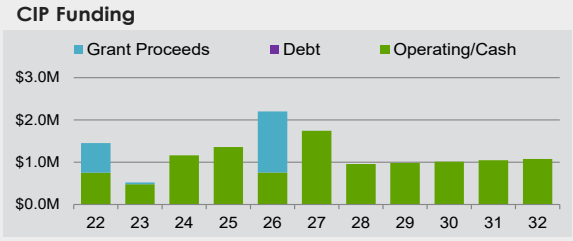
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2026	FY 2031
Revenue Adjustment Plan	4.50%	4.50%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	22.25%	48.74%
Tier 1 SFR Assessment	$ 81.96	$ 85.65	$ 89.07	$ 92.64	$ 96.34	$ 100.20	$ 104.20	$ 108.37	$ 112.71	$ 117.22	$ 121.90		
Tier 2 SFR Assessment	$ 126.10	$ 131.77	$ 137.05	$ 142.53	$ 148.23	$ 154.16	$ 160.32	$ 166.74	$ 173.41	$ 180.34	$ 187.56		
Tier 3 SFR Assessment	$ 219.42	$ 229.29	$ 238.47	$ 248.00	$ 257.92	$ 268.24	$ 278.97	$ 290.13	$ 301.74	$ 313.80	$ 326.36		
Annual $ Change (Tier 2)		*$5.67*	*$5.27*	*$5.48*	*$5.70*	*$5.93*	*$6.17*	*$6.41*	*$6.67*	*$6.94*	*$7.21*		

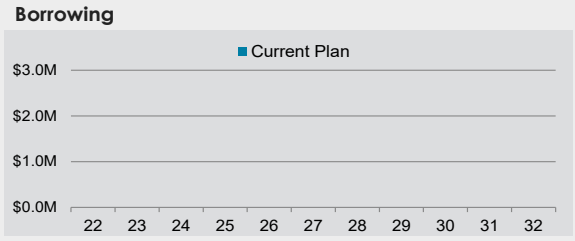










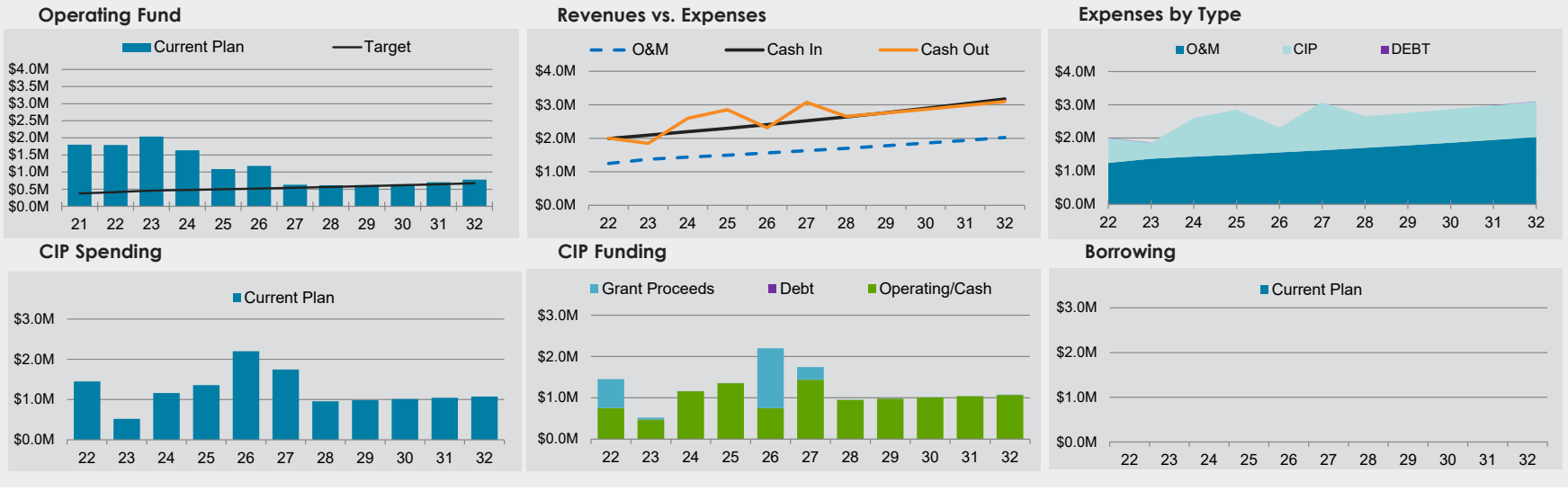


FAMS - Control Panel (Additional $300k of Grants in FY 2027) **Schedule 7B**

FAMS Financial Analysis & Management System By Stantec | CITY OF COCOA, FL

Stantec

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2026	FY 2031
Revenue Adjustment Plan	4.50%	4.50%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	22.25%	48.74%
Tier 1 SFR Assessment	$81.96	$85.65	$89.07	$92.64	$96.34	$100.20	$104.20	$108.37	$112.71	$117.22	$121.90		
Tier 2 SFR Assessment	$126.10	$131.77	$137.05	$142.53	$148.23	$154.16	$160.32	$166.74	$173.41	$180.34	$187.56		
Tier 3 SFR Assessment	$219.42	$229.29	$238.47	$248.00	$257.92	$268.24	$278.97	$290.13	$301.74	$313.80	$326.36		
Annual $ Change (Tier 2)		*$5.67*	*$5.27*	*$5.48*	*$5.70*	*$5.93*	*$6.17*	*$6.41*	*$6.67*	*$6.94*	*$7.21*		



Pro Forma **Schedule 8**

		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
1	**Operating Revenue**											
2	Stormwater Rate Revenue	$ 1,847,000	$ 1,847,000	$ 1,983,198	$ 2,076,964	$ 2,175,163	$ 2,278,005	$ 2,385,709	$ 2,498,505	$ 2,616,634	$ 2,740,349	$ 2,869,912
3	Change in Revenue From Growth	-	50,798	13,882	14,539	15,226	15,946	16,700	17,490	18,316	19,182	20,089
4	Subtotal	$ 1,847,000	$ 1,897,798	$ 1,997,081	$ 2,091,503	$ 2,190,389	$ 2,293,951	$ 2,402,409	$ 2,515,995	$ 2,634,951	$ 2,759,531	$ 2,890,002
5	*Weighted Average Rate Increase*	*0.00%*	*4.50%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*
6	Additional Rate Revenue From Rate Increase	-	85,401	79,883	83,660	87,616	91,758	96,096	100,640	105,398	110,381	115,600
7	Total Rate Revenue	$ 1,847,000	$ 1,983,198	$ 2,076,964	$ 2,175,163	$ 2,278,005	$ 2,385,709	$ 2,498,505	$ 2,616,634	$ 2,740,349	$ 2,869,912	$ 3,005,602
8	Plus: Tax Certificate Revenue	126,954	105,232	110,207	115,418	120,875	126,590	132,575	138,843	145,408	152,283	159,483
9	**Equals: Total Operating Revenue**	**$ 1,973,954**	**$ 2,088,430**	**$ 2,187,171**	**$ 2,290,581**	**$ 2,398,880**	**$ 2,512,299**	**$ 2,631,080**	**$ 2,755,478**	**$ 2,885,757**	**$ 3,022,195**	**$ 3,165,084**
10	**Less: Operating Expenses**											
11	Personal Services	$ (610,269)	$ (633,482)	$ (659,564)	$ (686,947)	$ (715,708)	$ (745,930)	$ (777,702)	$ (811,118)	$ (846,280)	$ (883,296)	$ (922,283)
12	Cost of General Fund Services	(189,096)	(297,622)	(312,503)	(328,128)	(344,534)	(361,761)	(379,849)	(398,841)	(418,783)	(439,722)	(461,708)
13	Operations & Maintenance Costs	(447,964)	(444,683)	(462,776)	(481,671)	(501,404)	(522,016)	(543,550)	(566,051)	(589,567)	(614,146)	(639,841)
14	**Equals: Net Operating Income**	**$ 726,625**	**$ 712,644**	**$ 752,328**	**$ 793,835**	**$ 837,234**	**$ 882,592**	**$ 929,979**	**$ 979,467**	**$ 1,031,127**	**$ 1,085,031**	**$ 1,141,252**
15	**Plus: Non-Operating Income/(Expense)**											
16	Interest Income	$ 4,494	$ 4,787	$ 9,189	$ 6,816	$ 8,507	$ 6,793	$ 6,229	$ 6,185	$ 6,356	$ 6,757	$ 7,406
17	Non-Operating Revenue	12,863	400	400	400	400	400	400	400	400	400	400
18	Transfers In	-	-	-	-	-	-	-	-	-	-	-
19	**Equals: Net Income**	**$ 743,983**	**$ 717,831**	**$ 761,917**	**$ 801,051**	**$ 846,141**	**$ 889,785**	**$ 936,608**	**$ 986,052**	**$ 1,037,883**	**$ 1,092,188**	**$ 1,149,058**
20	**Unrestricted Reserve Fund Test**											
21	Balance At Beginning Of Fiscal Year	$ 1,802,848	$ 1,792,584	$ 2,036,787	$ 1,638,980	$ 1,087,276	$ 1,181,157	$ 630,278	$ 615,485	$ 621,444	$ 649,680	$ 701,783
22	Cash Flow Surplus/(Deficit)	743,983	717,831	761,917	801,051	846,141	889,785	936,608	986,052	1,037,883	1,092,188	1,149,058
23	Projects Designated To Be Paid With Cash	(754,247)	(473,628)	(1,159,724)	(1,352,754)	(752,260)	(1,440,664)	(951,401)	(980,093)	(1,009,646)	(1,040,085)	(1,071,438)
24	**Balance At End Of Fiscal Year**	**$ 1,792,584**	**$ 2,036,787**	**$ 1,638,980**	**$ 1,087,276**	**$ 1,181,157**	**$ 630,278**	**$ 615,485**	**$ 621,444**	**$ 649,680**	**$ 701,783**	**$ 779,403**
25	Minimum Working Capital Reserve Target	415,776	458,596	478,281	498,915	520,549	543,236	567,034	592,003	618,210	645,721	674,611
26	**Excess/(Deficiency) Of Working Capital To Target**	**$ 1,376,808**	**$ 1,578,191**	**$ 1,160,699**	**$ 588,361**	**$ 660,609**	**$ 87,042**	**$ 48,451**	**$ 29,440**	**$ 31,470**	**$ 56,062**	**$ 104,793**

Capital Project Funding Summary

Schedule 9

Final Capital Projects Funding Sources	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Grant Proceeds	$ 697,250	$ 49,000	$ 5,000	$ 5,000	$ 1,447,400	$ 305,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
Revenue Fund	754,247	473,628	1,159,724	1,352,754	752,260	1,440,664	951,401	980,093	1,009,646	1,040,085	1,071,438
Total Projects Paid	**$ 1,451,497**	**$ 522,628**	**$ 1,164,724**	**$ 1,357,754**	**$ 2,199,659**	**$ 1,745,664**	**$ 956,401**	**$ 985,093**	**$ 1,014,646**	**$ 1,045,085**	**$ 1,076,438**

Funding Summary by Fund **Schedule 10**

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Grant Proceeds											
Balance At Beginning Of Fiscal Year	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Revenues	697,250	49,000	5,000	5,000	1,447,400	305,000	5,000	5,000	5,000	5,000	5,000
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 697,250	$ 49,000	$ 5,000	$ 5,000	$ 1,447,400	$ 305,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	697,250	49,000	5,000	5,000	1,447,400	305,000	5,000	5,000	5,000	5,000	5,000
Amount Paid For Projects	(697,250)	(49,000)	(5,000)	(5,000)	(1,447,400)	(305,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	-	-	-	-	-	-	-	-	-	-	-
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Revenue Fund											
Balance At Beginning Of Fiscal Year	$ 1,802,848	$ 1,792,584	$ 2,036,787	$ 1,638,980	$ 1,087,276	$ 1,181,157	$ 630,278	$ 615,485	$ 621,444	$ 649,680	$ 701,783
Net Cash Flow	743,983	717,831	761,917	801,051	846,141	889,785	936,608	986,052	1,037,883	1,092,188	1,149,058
Less: Cash-Funded Capital Projects	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 2,546,831	$ 2,510,414	$ 2,798,704	$ 2,440,031	$ 1,933,417	$ 2,070,942	$ 1,566,886	$ 1,601,537	$ 1,659,326	$ 1,741,868	$ 1,850,841
Less: Restricted Funds	(415,776)	(458,596)	(478,281)	(498,915)	(520,549)	(543,236)	(567,034)	(592,003)	(618,210)	(645,721)	(674,611)
Total Amount Available For Projects	$ 2,131,055	$ 2,051,819	$ 2,320,423	$ 1,941,115	$ 1,412,868	$ 1,527,706	$ 999,852	$ 1,009,533	$ 1,041,116	$ 1,096,147	$ 1,176,231
Amount Paid For Projects	(754,247)	(473,628)	(1,159,724)	(1,352,754)	(752,260)	(1,440,664)	(951,401)	(980,093)	(1,009,646)	(1,040,085)	(1,071,438)
Subtotal	$ 1,376,808	$ 1,578,191	$ 1,160,699	$ 588,361	$ 660,609	$ 87,042	$ 48,451	$ 29,440	$ 31,470	$ 56,062	$ 104,793
Add Back: Restricted Funds	415,776	458,596	478,281	498,915	520,549	543,236	567,034	592,003	618,210	645,721	674,611
Plus: Interest Earnings	4,494	4,787	9,189	6,816	8,507	6,793	6,229	6,185	6,356	6,757	7,406
Less: Interest Allocated To Cash Flow	(4,494)	(4,787)	(9,189)	(6,816)	(8,507)	(6,793)	(6,229)	(6,185)	(6,356)	(6,757)	(7,406)
Balance At End Of Fiscal Year	**$ 1,792,584**	**$ 2,036,787**	**$ 1,638,980**	**$ 1,087,276**	**$ 1,181,157**	**$ 630,278**	**$ 615,485**	**$ 621,444**	**$ 649,680**	**$ 701,783**	**$ 779,403**

Senior Lien Borrowing Projections

Schedule 11

			FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Term (Years)			30	30	30	30	30	30	30	30	30	30	30
Interest Rate			3.50%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Sources of Funds													
Par Amount			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Uses of Funds													
Proceeds			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cost of Issuance	2.00%	of Par	-	-	-	-	-	-	-	-	-	-	-
Debt Service Reserve	1	Year(s) of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Total Uses			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1 Year Interest			-	-	-	-	-	-	-	-	-	-	-
Annual Debt Service			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Debt Service			-	-	-	-	-	-	-	-	-	-	-
Cumulative New Annual Senior Lien Debt Service[1]			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

[1]Reflects interest-only payment due in year of issuance.