City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, August 8, 2023

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 23-473 Approval of the August 8, 2023 Regular City Council Meeting agenda.

Attachments: 08-08-2023 Short Agenda ADA.pdf

MINUTES:

II.2(a) 23-474 Approval of the July 10, 2023 Special City Council Meeting minutes as written or with amendments.

Attachments: 07-10-2023 Minutes ADA.pdf
Exhibit A-City Manager FY24 Budget Proposal Overview Presentation.pdf
Exhibit B City of Cocoa Annual Financial Analysis & Presentation.pdf

II.2(b) 23-476 Approval of the July 11, 2023 Regular City Council Meeting minutes as written or with amendments.

Attachments: 07-11-2023 Minutes ADA.pdf
Exhibit A-City Council Public Hearings – July 11, 2023.pdf
Exhibit B - Concept Plan 'B'.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 23-376 Council Approval to Apply for the Institute of Police Technology and Management (IPTM) Florida Department of Transportation (FDOT) High Visibility Enforcement Effort (HVE) Grant and Approval for the City Manager to Enter into a Memorandum of Understanding with IPTM.

Attachments: HVE Grant Application - CityMgr signed.pdf
FDOT HVE Grant info.pdf

V.2 23-453 Council consideration and Public Comment on the use of the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $15,572.

Attachments: CDW quote NLXW251.pdf
2023 JAG Grant Application (CM signed).pdf

V.3 23-457 Approval of the requested street closures changes for the calendar year 2023.

V.4 23-459 Approve policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2023 through September 30, 2024, with an estimated annual premium of $230,787, and one-year renewal option through September 30, 2025, pending approval of the FY2024 budget.

Attachments: Excess WC Quotes.pdf

V.5 23-467 Approve a Resolution, Amending the FY23 Budget, BAF#23-102-IFT, for the Utility and Stormwater Departments share of the Fleet Vehicle Wash System.

Attachments: Budget Resolution FY 2023-084 ADA Compliant.docx
BAF 23-102-IFT-FN-Fleet Vehicle Wash System (8-8-23) Agenda 23-467.pdf

MULTI-YEAR CONTRACTS:

V.6(b) 23-466

V.7(b) 23-475 Approve a Resolution Amending the FY23 Budget, BAF # 23-104-T to purchase Information Technology critical infrastructure.

This item is confidential and not for public release per FS 119.0725.

Attachments: Budget Resolution FY 2023-085 ADA Compliant.docx
BAF 23-104-T-IT-Critical Infrastructure SLFRF (8-8-2023) Agenda 23-475 .pdf

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 23-463 Approve the current Code Enforcement Lien for the property located at Tax ID # 2424920 (Parcel ID 24-36-32-75-23-13), be reduced to $2,000.00 as recommended by the Code Enforcement Board.

Attachments:
Appl.pdf
10. LR Staff Report.docx
Cost Aff -GARCIA.xlsx
BCPAO.pdf
2. NOV.docx
10. Order.pdf
6. Facts.docx

VII.2 23-465 Approve the current Code Enforcement Lien for the property located at 2744 Cherbourg Rd., be reduced to $5,000.00 as recommended by the Code Enforcement Board.

Attachments:
Appl.pdf
10. LR Staff Report.docx
Cost Aff -2744.xlsx
bcpa.pdf
NOV.pdf
BO.pdf
Order Imposing Lien-2744 Cherbourg Rd_CE 15-335.docx

VIII. CITY BUSINESS:

VIII.1 23-469 Approve a Resolution Amending the FY23 Budget, BAF# 23-101-IFT (2), recognizing revenue from FEMA's increased project funding and assigning the expenditures for the increased cost. Authorize the City Manager to execute the contract modification with FEMA for additional funding of the Broadmoor Acres / Fiske Boulevard Drainage Improvements project. FEMA's Federal Share of 75% is $4,103,261.25, and the City's 25% cost share is $1,367,753.75 totaling $5,471,015. Authorize the City Manager to request and execute a time extension for this contract agreement.

Attachments:
4337-428-R-MOD#1-For Subrecipient Signature 6-28-2023.pdf
Budget Resolution FY 2023-086 ADA Compliant.pdf
4337-428-R - Executed Modification (7-16-2021).pdf
BAF 23-101-IFT-FN-Fiske-Broadmoor Acres Drainage (8-8-23)1 of 2 -Agenda 2
BAF 23-101-IFT-FN-Fiske-Broadmoor Acres Drainage (8-8-23)2 of 2-Agenda 2

VIII.2 23-470 Approve the Preliminary Assessment Resolution 2023-082 for Fire Protection, for Fiscal Year 2024.

Attachments: Preliminary Fire Assessment Resolution 23-082.docx
PROOF FT-GCI1088805-01.pdf
Tech Memo FY24 Cocoa Fire Assessment 20230713.pdf

VIII.3 23-471 Approve the Preliminary Assessment Resolution 2023-083 for Stormwater Utility Services, Fiscal Year 2024.

Attachments: Resolution - Preliminary Stormwater Assessment 23-083.docx
fy23_cocoa_stormwater_rsa_workbook_v1.pdf
Proof FT-GCI1088814-01.pdf

IX. INFORMATIONAL AGENDA:

IX.1 23-464 This is an informational item to update the City Council about Budget Adjustment #23-090-A, for the Florida Department of Environmental Protection, SLFRF Grant.

Attachments: BAF 23-090-A-SW-FDEP-SLFRF SW Grant (7-11-23) Agenda 23-380_AM.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

Legislation Details (With Text)

File #:	23-473	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/2/2023			**In control:**	City Council
On agenda:	8/8/2023			**Final action:**	
Title:	Approval of the August 8, 2023 Regular City Council Meeting agenda.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-08-2023 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 2, 2023
Agenda Date: August 8, 2023
Prepared By: Monica Arsenault, Acting City Clerk
Through:
Requested Action:
Approval of the August 8, 2023 Regular City Council Meeting agenda.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the August 8, 2023 Regular City Council Meeting agenda.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: August 8, 2023
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 8, 2023. (23-473)

2. Minutes: (a) Special Meeting of July 10, 2023 (23-474)
(b) Special Meeting of July 11, 2023 (23-476)

III. Awards and Presentations:

IV. Delegations:

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

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

V. Consent Agenda:

(A) General Consent Items:

1. Council Approval to Apply for the Institute of Police Technology and Management (IPTM) Florida Department of Transportation (FDOT) High Visibility Enforcement Effort (HVE) Grant and Approval for the City Manager to Enter into a Memorandum of Understanding with IPTM. (23-376). (Chief of Police)

2. Council consideration and Public Comment on the use of the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $15,572. (23-453). (Chief of Police)

3. Approval of the requested street closures changes for the calendar year 2023. (23-457). (Director of Communication and Economic Development)

4. Approve policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2023 through September 30, 2024, with an estimated annual premium of $230,787, and one-year renewal option through September 30, 2025, pending approval of the FY2024 budget. (23-459). (City Manager)

5. Approve a Resolution, Amending the FY23 Budget, BAF#23-102-IFT, for the Utility and Stormwater Departments share of the Fleet Vehicle Wash System. (23-467). (City Manager)

(B) Multi-Year Contracts:

6. Authorize the City Manager to execute a 3-year contract to provide critical IT infrastructure, pending the Adoption of the FY24 Budget. (23-466). (Chief Technology Officer)

*** This item is confidential and not for public release per FS 119.0725.**

7. Approve a Resolution Amending the FY23 Budget, BAF # 23-104-T to purchase Information Technology critical infrastructure. (23-475). (Chief Technology Officer)

* **This item is confidential and not for public release per FS 119.0725.**

VI. Public Hearings:

VII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at Tax ID # 2424920 (Parcel ID 24-36-32-75-23-13), be reduced to $2,000.00 as recommended by the Code Enforcement Board. (23-463). (Chief of Police)

2. Approve the current Code Enforcement Lien for the property located at 2744 Cherbourg Rd., be reduced to $5,000.00 as recommended by the Code Enforcement Board. (23-465). (Chief of Police)

VIII. City Business:

1. Approve a Resolution Amending the FY23 Budget, BAF# 23-101-IFT (2), recognizing revenue from FEMA's increased project funding and assigning the expenditures for the increased cost. Authorize the City Manager to execute the contract modification with FEMA for additional funding of the Broadmoor Acres / Fiske Boulevard Drainage Improvements project. FEMA's Federal Share of 75% is $4,103,261.25, and the City's 25% cost share is $1,367,753.75 totaling $5,471,015. Authorize the City Manager to request and execute a time extension for this contract agreement. (23-469). (Interim Public Works Director)

2. Approve the Preliminary Assessment Resolution 2023-082 for Fire Protection, for Fiscal Year 2024. (23-470). (Finance Director)

3. Approve the Preliminary Assessment Resolution 2023-083 for Stormwater Utility Services, Fiscal Year 2024. (23-471). (Finance Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Update on Budget Adjustment #23-090-A, for the Florida Department of Environmental Protection, SLFRF Grant. (23-464). (Interim Public Works Director)

X. Reports:

XI. Adjournment:

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Legislation Details (With Text)

File #:	23-474	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	8/2/2023			**In control:**	City Council
On agenda:	8/8/2023			**Final action:**	
Title:	Approval of the July 10, 2023 Special City Council Meeting minutes as written or with amendments.				
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Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 2, 2023
Agenda Date: August 8, 2023
Prepared By: Monica Arsenault, Acting City Clerk
Through:
Requested Action:
Approval of the July 10, 2023 Special City Council Meeting minutes as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the July 10, 2023 Special City Council Meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Special City Council Meeting

July 10, 2023

A Special City Council Meeting was held on Monday, July 10, 2023, 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 10:17 a.m.

Councilmember Goins provided the invocation and members of the Police Department 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
	Stockton Whitten	City Manager
	Kristin Eick	Asst. City Attorney
	Monica Arsenault	Asst. City Clerk

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Tammy Gemmati, Administrative Services Director; Evander Collier, Police Chief; Pat Dovale, Police Commander; Lora Howell, Deputy Finance Director; Jonathan Lamm, Fire Chief; Dara Hennessey, Deputy Fire Chief; Rob Beach, Chief

Technology Officer; Abby Morgan, Interim Public Works Director; Stacey Hopper, Planner; and Lisa Richardson, Helpdesk Support Tech.

II. Discussion Topics:

City Manager Whitten reviewed his goals[1] for the upcoming budget year. He mentioned the major increases that he would like to address as well as any fiscal impacts.

1. Stantec Presentation

Peter Napoli, Stantec, reviewed their portion of the City of Cocoa's presentation[2] and explained the foundations of their analysis. He provided an overview of the General Fund Analysis and Stantec's key planning observations and considerations.

He discussed the City of Cocoa's Fire Assessment calculations and provided additional information, estimates and numbers.

Jeff Dykstra, Stantec, reviewed the City's Water & Sewer Revenue Sufficiency Analysis. He shared Stantec's key planning observations and considerations. He explained the Financial Management Plan and discussed fund cash flow needs, operating reserves and debt service coverage.

He also shared a local comparison chart depicting other local residential monthly water bills to show where Cocoa stands among other local providers.

Mr. Napoli reviewed the City's Stormwater Forecast. He provided Stantec's key planning observations and considerations. He explained the City's stormwater forecast as well as the City's FY23 Annual Residential Stormwater Fee Rate Survey.

Lastly, he provided a summary of Stantec's results which include the following:

- General Fund: Increasing the millage rate achieves longer stability
- Fire Assessment: A 3% increase is recommended to keep up with costs
- Water/Sewer Utility: Continue 4% annual rate indexing
- Stormwater Rate: 4% annual rate indexing beginning FY24

[1] Exhibit A: City Manager FY24 Budget Proposal Overview Presentation
[2] Exhibit B: City of Cocoa Annual Financial Analysis & Presentation

Councilmember Koss asked what the estimated increase will be on monthly water and stormwater bills. In response, Mr. Dykstra shared that it will be a little over than three dollars for water and about a six dollar increase for stormwater.

2. Departmental Budget Presentations

Ms. Bowman reviewed the FY24 Budgetary Highlights. She explained the Charter requirements, including submission of the budget and Council action on the budget.

She reviewed previously stated Council priorities for the upcoming fiscal year. Additionally, she shared FY24 budget highlights which includes new revenue sources, expenditure increases and personnel proposals.

Ms. Bowman pointed out the use of the General Fund Balance reserves and shared that the purpose of the Fund Balance Reserve Policy is to ensure there will be adequate liquid resources to serve as a financial cushion for the General Fund.

Ms. Bowman discussed capital needs in FY24 and their costs which include the following:

- Police vehicles
- Police/Fire P25 radios
- Civic Center roof
- Air conditioners
- Fire F550 Brush truck
- Public Works F350
- Fire 3-Thermal Imaging cameras
- Various vehicle replacements
- Public Works fence for Bracco Pond
- Computer equipment
- Police building renovations
- Public Works fleet doors
- Downtown electrical receptacles
- Clinic standby generator
- Public Works annual street paving

Discussion was held on infrastructure and creative ways to increase the City's tax base and property values.

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to break for lunch. The meeting will resume at 1:00 p.m.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** The meeting reconvened at 1:22pm.**

Ms. Gemmati talked about staffing issues and concerns were discussed in detail. Ms. Bowman shared some information regarding turnover rates and pointed out that it has been hard to fill positions. There are fewer qualified applicants than positions and there is competition between cities due to pay. She added that there have been recent changes and new recruitment programs to assist with recruiting more potential employees.

Wages were discussed in detail and local comparisons to other city's wages were shown. Ms. Gemmati reviewed FY24 public safety proposals.

Tom Redmond, District Fire Chief, asked for clarification about Deputy Mayor Hearn's comments regarding wages being straight across the board and asked if this includes Deputy Chiefs. In response, City Manager Whitten noted that staff is currently in negotiations with the District Chiefs.

Charles Burkhardt, Cocoa Fire Department Driver/Operator, talked about where the idea of the $3.75 per hour that they are proposing came from. He talked about financial hardships and inflation and noted that they are tired and worn down but are still willing to do the job, however they need higher wages to afford to live.

Mr. Walsh provided information regarding the Utilities trends, issues and concerns. He talked about qualified personnel and turnover issues. Current starting salaries in comparison to other local cities were shared.

Chief Collier shared the Police Department's mission statement. He gave an overview of the Police Department and the agency's priorities. He explained their operations, programs and services.

He shared that officers responded to 38,226 calls for service in 2022 and initiated another 26,010 proactive patrols including traffic stops, enforcement and patrol checks.

Chief Collier noted that there are 71 sworn officers with 1 frozen position. There are 16 dispatchers with 1 frozen position. Additionally, there are a total of 18 vacancies.

He talked about their Community Engagement Unit and shared that they support several community programs throughout the year.

Chief Collier provided a budget comparison and talked about the Police Department's budget requests. He further talked about trends, issues and concerns that they have. He shared that they recently had six officers leave and go to the City of Palm Bay because they were offered a higher starting salary with a step plan. His hope is to offer a competitive salary to officers to recruit and retain employees.

He talked about the need to replace their radios as well as police vehicles. Additionally, he would like to be able to provide staff development and training for succession planning. A higher tech trend requires additional staff training as well.

Ultimately, he is requesting that the starting salary be increased to $50,032 to match Palm Bay and implement a step plan.

Chief Lamm provided the Fire Department's mission statement. He provided a budget comparison for the department and major increases they are facing. Some of these needs include radios, 3-thermal imaging cameras, a Brush truck and a P25 one-time upgrade fee.

Chief Lamm noted the Fire Department's trends, issues and concerns. There are recruitment and retention concerns because the pay is too low to interest candidates to apply. They have eight open firefighter positions and they are requesting seven additional positions in the FY24 budget.

He shared their 2023 budgeted overtime costs compared to their actual costs and pointed out the current budget shortage.

Some of their other concerns include an increase in call volume as well as an increase in cost for equipment and supplies[3].

Mr. Walsh provided the mission statement for the Utilities Department. He explained services provided by the department, including the Sellers Division, the Dyal Plant, Field Operations, Engineering and Administration.

Mr. Walsh shared budget comparison drivers and major increases and decreases the department is facing.

He shared the department's current positions, which includes how many positions are filled, vacant and frozen.

[3] A break was taken at 2:42pm & reconvened at 2:52pm

Additionally, Mr. Walsh talked about trends, issues and concerns the Utilities Department has. He mentioned qualified personnel and turnover, capital costs escalations and impact, and water use declining while connections increase.

Ms. Morgan provided the mission statement for the Public Works Department. She gave an overview of the department and its divisions. She discussed the budget comparisons and major increases for each individual division, along with any trends, issues and concerns they are facing. The divisions include Streets, Stormwater, Fleet, Facilities, Parks & Beautification, Administration and Capital Projects.

Ms. Gemmati provided a brief presentation on the Administrative Services Department. She gave an overview of the department and provided a budget comparison. Additionally, she pointed out any major increases the department is facing.

Ms. Gemmati provided a budget comparison for the City Council budget. She gave an overview of their budget and pointed out any increases within their budget.

Councilmember Goins mentioned the salaries of the City Council and feels that they should be making more.

Councilmember Dyal agreed with Councilmember Goins.

Mayor Blake pointed out that while their points are very valid, they have to remember that they did not sign up to do this job for the pay. They have to remember that they receive benefits, which some other cities do not offer to their Councilmembers, which can be viewed as a trade-off.

City Manager Whitten noted that this is a question that is required to be put on the ballot for voters to vote on.

Due to a separate event taking place this evening, Mayor Blake asked if the meeting could adjourn early. In response, City Manager Whitten offered to hold another budget meeting after July 25th.

Councilmember Goins asked if the meeting could be held around 1pm as he works mornings.

It was decided that prior to adjourning, Ms. Neuterman will provide her presentation on Community Services. Communication/Economic Development, the Finance Department and the City Manager’s Office will present at the next budget meeting.

Ms. Neuterman shared Community Services’ mission statement and gave an overview of the department. The department includes the Permitting and Licensing

Division, Housing and Neighborhood Services, the Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency.

She provided budget comparisons for each division and discussed the activities going on in the department. Activities include the Business Tax Receipt program fees and staff salaries not covered by other funds within Community Services. Business Tax Receipts are required by all new and existing businesses within the City of Cocoa. Additionally, Ms. Neuterman talked about the number of permits issued and inspections conducted in FY23 so far.

She shared the trends and challenges that the CDBG is facing. Additionally, she mentioned the trends and challenges the HOME Grant and SHIP programs are facing.

Lastly, Ms. Neuterman shared updates on the Cocoa CRA and Diamond Square CRA. She mentioned primary activities included in the FY23 budget for these agencies and added that the Cocoa CRA FY24 budget will comprise of the Lee Wenner Park Construction expenses currently expected to go out to bid this summer.

Furthermore, the Cocoa CRA will be engaging with a consultant to conduct a Plan Update to take the CRA through 2041, the sunset date of the Agency.

The FY24 Diamond Square CRA budget will comprise of the similar expenditures to continue to redevelop Diamond Square. This CRA will also be engaging with a consultant to conduct a Plan Update to take the CRA through 2032, the sunset date of this Agency. The City is engaging the County in discussions to extend the sunset date of the Diamond Square CRA through 2038.

Ms. Bowman confirmed that Council was okay with staff moving forward to make budget preparations to include the 0.5 millage rate increase, the stormwater/utility fund increases and fire assessment increases.

III. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Mayor Blake, to adjourn the Special City Council Meeting of July 10, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 4:35 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

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

City Manager FY2024 Budget Proposal Overview



Exhibit A: City Manager FY24 Budget Proposal Overview Presentation

COCOA
FLORIDA

Goals

COCOA
FLORIDA

- The recruitment and retention of employees with specific emphasis on public safety and core services
- Continuing Union Contractual Pay Increases
- Continuing General Employee Pay Increases
- Maintaining Annual Increases for Water, Stormwater, and Fire to address inflationary operating and capital increases
- Proper funding of Capital and One-Time needs with recurring revenues

MAJOR INCREASES

COCOA
FLORIDA

- Recruitment and Retention Pay Program for Public Safety
- Union Contractual Pay Increases
- General Employee Pay Increases
- Property Insurance
- Health Insurance
- Pension Costs

FISCAL IMPACTS

COCOA
FLORIDA

- 0.50 millage rate increase to pay for first responder recruitment and retention program
- Approximately $2 million in recurring revenue to fund Capital
- Approximately an additional $700,000 in Fund Balance for Capital and One Time Purchases



QUESTIONS

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



FY 2024 Budget Workshop

July 10, 2023

Agenda

COCOA
FLORIDA

Stantec Revenue Sufficiency Analyses
- General Fund
- Fire Assessment
- Water/Sewer Fund
- Stormwater Fund

Personnel Issues

FY24 Budget Highlights

Departmental Presentations





City of Cocoa
Annual Financial Analysis

- **July 10, 2023**

Stantec



• Agenda

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

Foundations of the Analysis

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

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

- **Source Data & Key Assumptions:**
- Fiscal Year 2023 Adjusted Budget (including personnel increases)
- Fiscal Year 2024 Proposed Budget
- Fiscal Year 2024 – 2028 Preliminary CIP
- Forecast assumptions reflect staff input



General Fund Analysis

Key Planning Observations & Considerations

Objectives

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

Observations

- Projection assumes current operating levels per Proposed Budget
- Reflects salary adjustments in FY24; equal to additional $500k annually
- CIP reflects a conservative average annual spending of $1.7M
- Continued plan of fire assessment rate increases of 3%

Key Issues

- Long-term escalation of costs will outpace revenue growth
- Higher long-term salary increases to keep pace with market

FAMS | City of Cocoa, FL — General Fund

Stantec

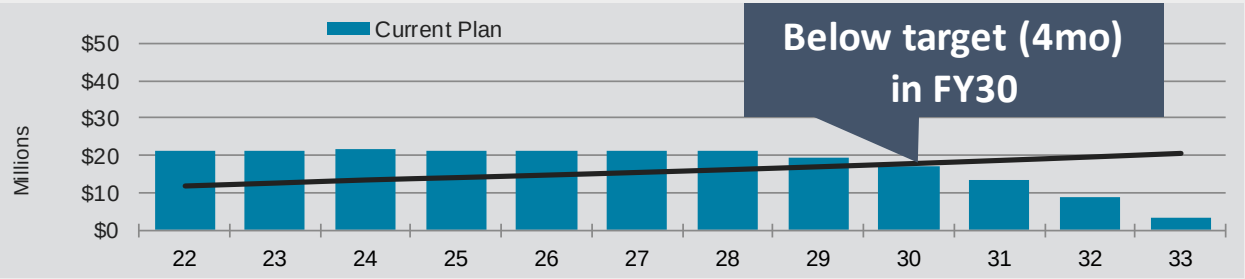
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Millage maintained

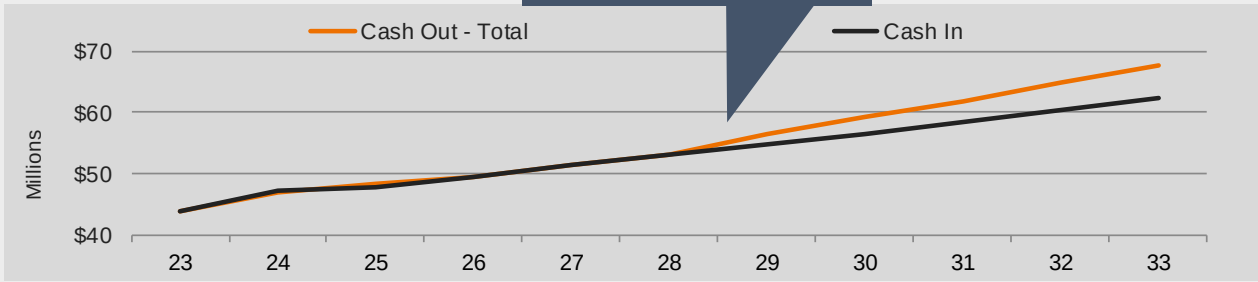
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
Millage Rate	6.4532	6.4532	6.4532	6.4532	6.4532	6.4532	6.4532	6.4532	6.4532	6.4532	6.4532
Taxable Value Increase	10.3%	14.7%	7.2%	8.0%	9.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
Cash Flow Surplus/(Deficit) $M	$ 0.09	$ 0.41	$ (0.49)	$ (0.02)	$ 0.10	$ (0.06)	$ (1.81)	$ (2.65)	$ (3.54)	$ (4.50)	$ (5.52)
End of Year Fund Balance $M	$ 21.43	$ 21.85	$ 21.36	$ 21.34	$ 21.44	$ 21.38	$ 19.57	$ 16.92	$ 13.38	$ 8.88	$ 3.36

Salaries 5.0%

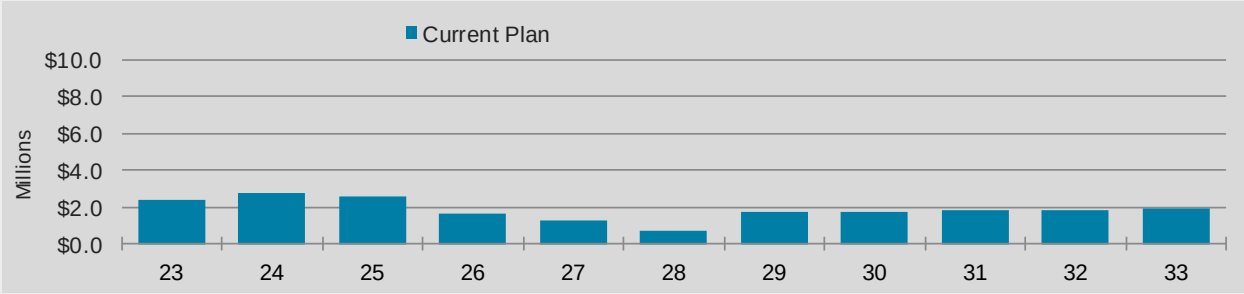
End of Year Fund Balance (Committed & Unassigned)



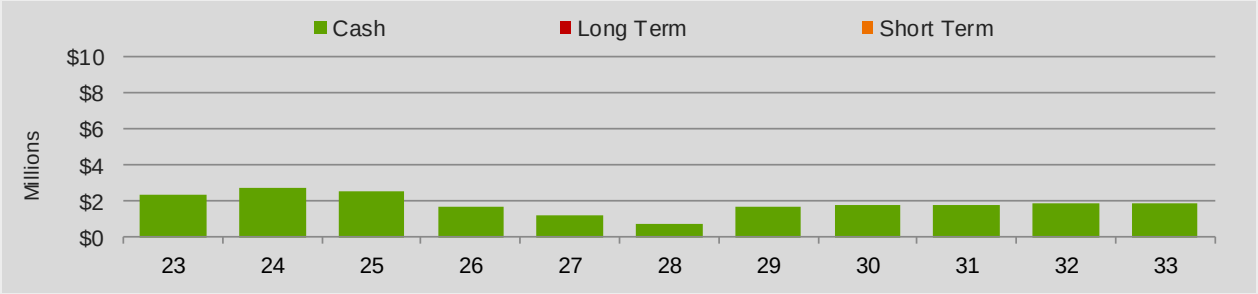
Revenues vs. Expenses



CIP Spending



CIP Funding



FAMS Financial Analysis & Management System | By Stantec

City of Cocoa, FL

General Fund

Stantec

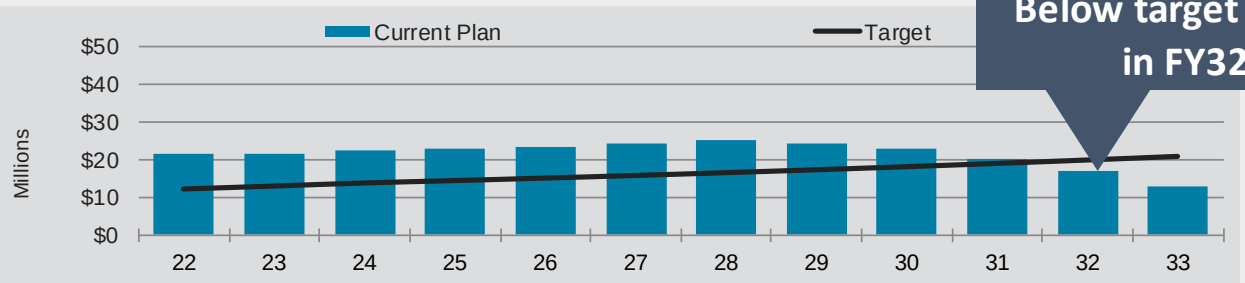
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Millage increase

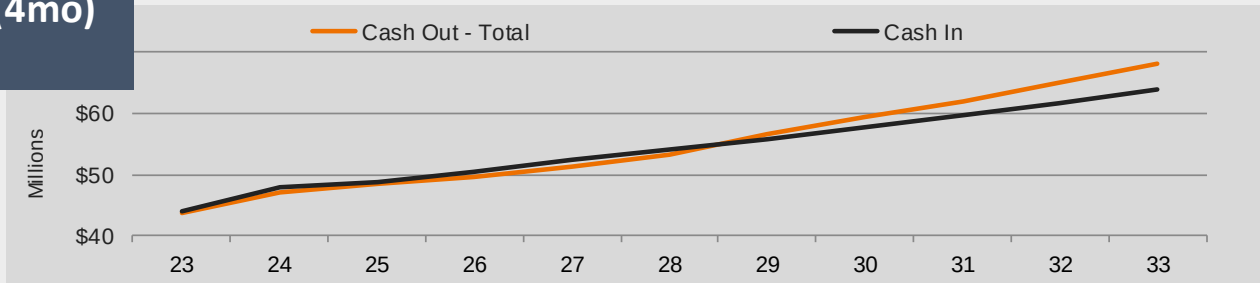
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
Millage Rate Adjustment	0.5000									
Millage Rate	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532	6.9532
Taxable Value Increase	14.7%	7.2%	8.0%	9.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
Cash Flow Surplus/(Deficit) $M	$ 1.05	$ 0.21	$ 0.74	$ 0.95	$ 0.84	$ (0.85)	$ (1.62)	$ (2.44)	$ (3.32)	$ (4.27)
End of Year Fund Balance $M	$ 22.49	$ 22.69	$ 23.44	$ 24.38	$ 25.22	$ 24.37	$ 22.75	$ 20.31	$ 16.99	$ 12.72

Salaries 5.0%

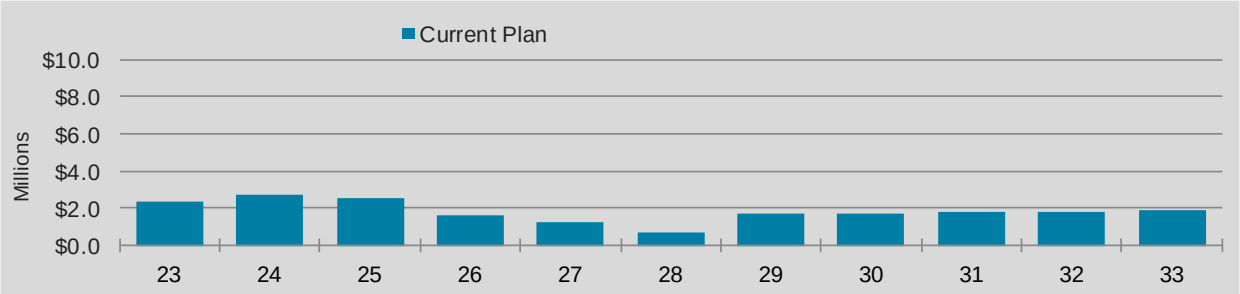
End of Year Fund Balance (Committed & Unassigned)



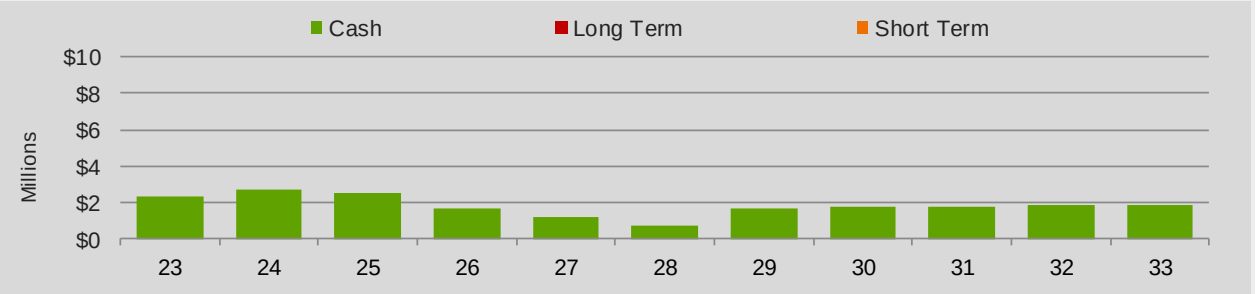
Revenues vs. Expenses



CIP Spending



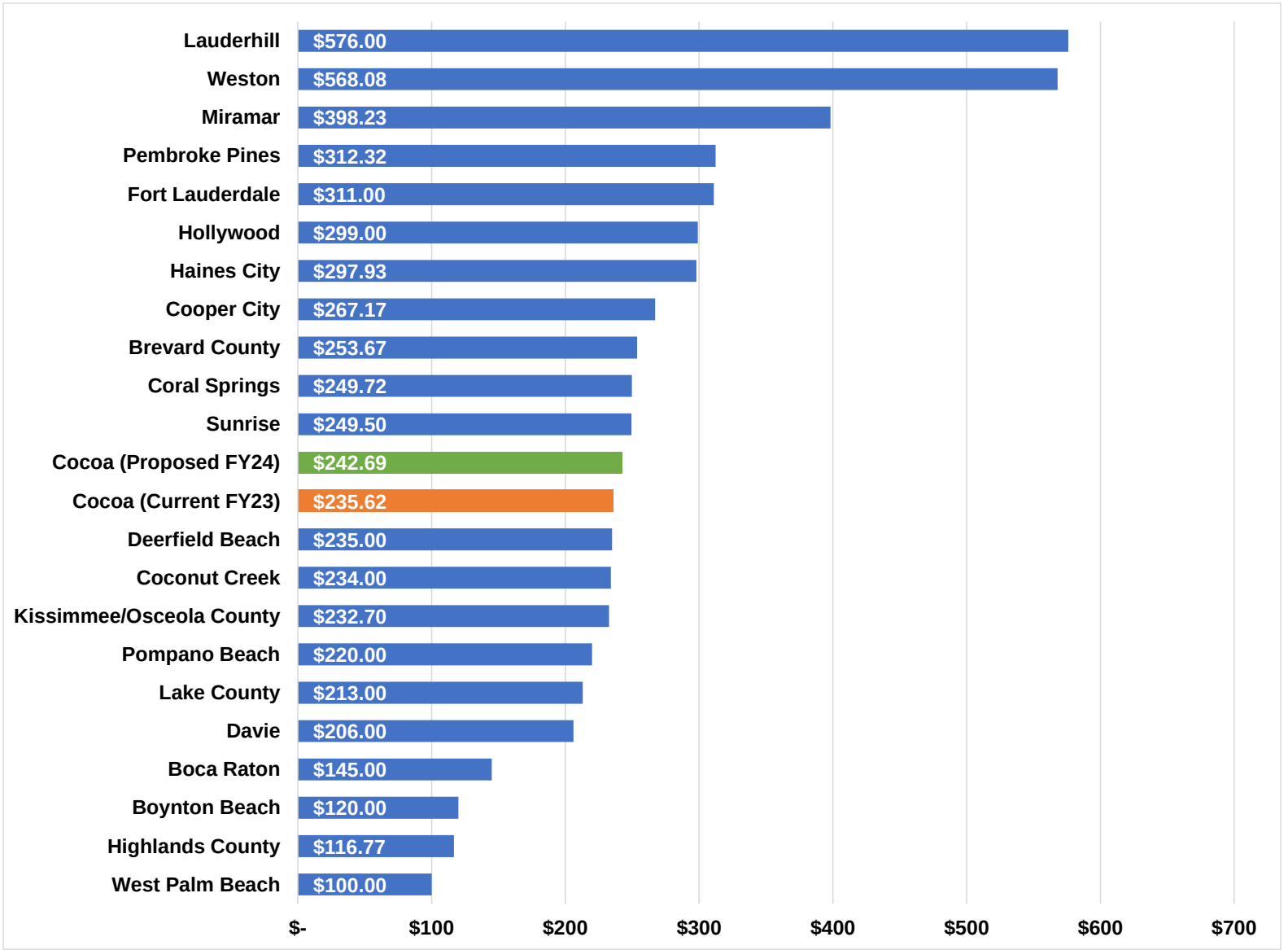
CIP Funding



City of Cocoa Fire Assessment Calculation		**FY 2023 Adopted**		**FY 2024 Proposed**	***Increase %***
Residential Rate per Dwelling Unit	$	235.62	$	242.69	*3.0%*
Tier 1 Rate per Parcel EBU	$	166.59	$	171.59	*3.0%*
Tier 2 Rate per Structure EBU	$	10.44	$	10.75	*3.0%*
Estimated Collected Revenue [1]	**$**	**3,137,611**	**$**	**3,278,777**	
Fire Admin & Operations Budget	$	6,405,193	$	6,564,743	
Estimated Cost Recovery		*49.0%*		*49.9%*	
Change $			*$*	*141,166*	
Change %				*4.5%*	

[1] Collected revenue estimated at 95%.

FY 2023 Annual Residential Fire Assessment Fee Rate Survey





Water & Sewer Revenue Sufficiency Analysis

• Key Planning Observations & Considerations

Background

- Annual reviews of revenue sufficiency to meet costs
- 2022 analysis = 4% annual rate indexing through FY 2032

Objectives

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

Key Issues

- Cost inflation (operating and capital)
- Balancing capital needs and grant funding opportunities

Financial Management Plan

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

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

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

Keys to Financial Sustainability

FAMS | CITY OF COCOA, FL - WATER AND SEWER

Financial Analysis & Management System | By Stantec

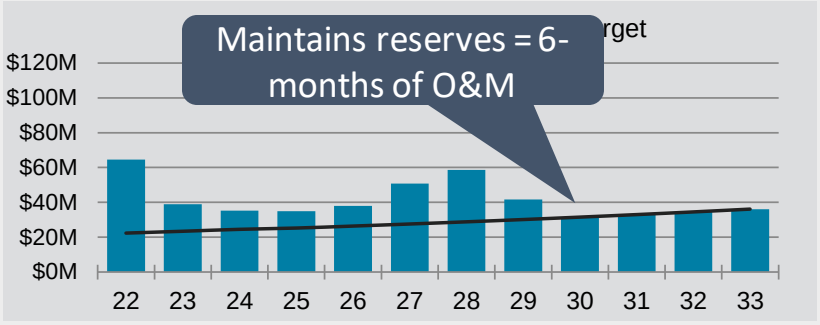
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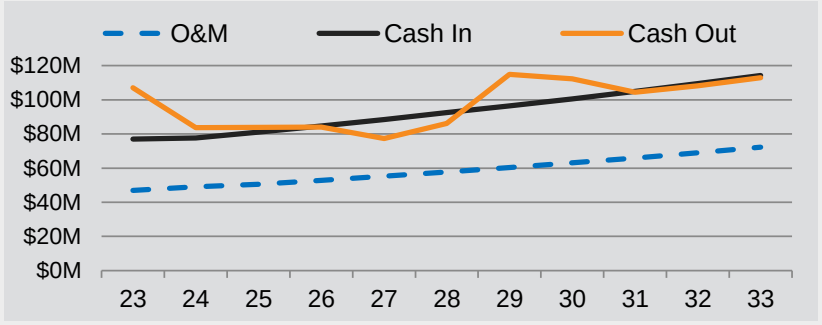
4% annual rate indexing

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2028	FY 2033
Rate Plan	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	16.99%	42.28%
Senior-Lien DSC	3.00	3.10	3.52	3.85	4.98	5.24	5.46	4.52	5.02	6.23	6.43	Scenario Manager	
Avg WS Bill (4 Kgal)	$ 81.13	$ 84.38	$ 87.73	$ 91.25	$ 94.91	$ 98.68	$ 102.63	$ 106.73	$ 110.98	$ 115.43	$ 120.03		

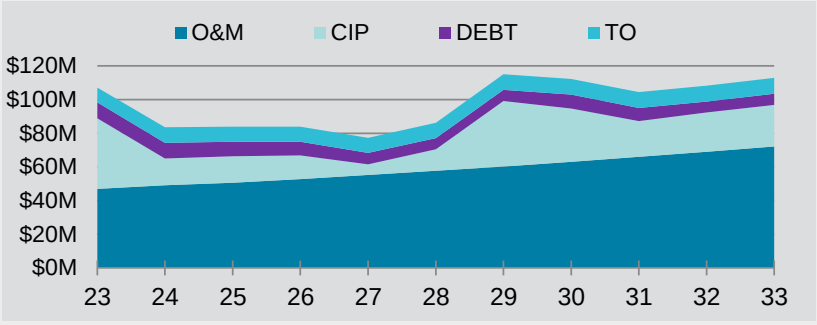
Operating Fund



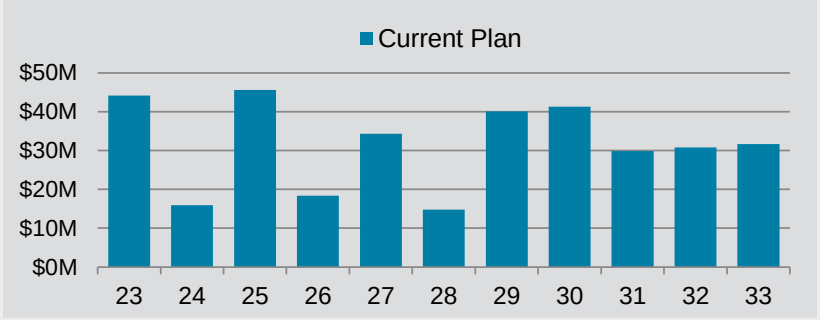
Revenues vs. Expenses



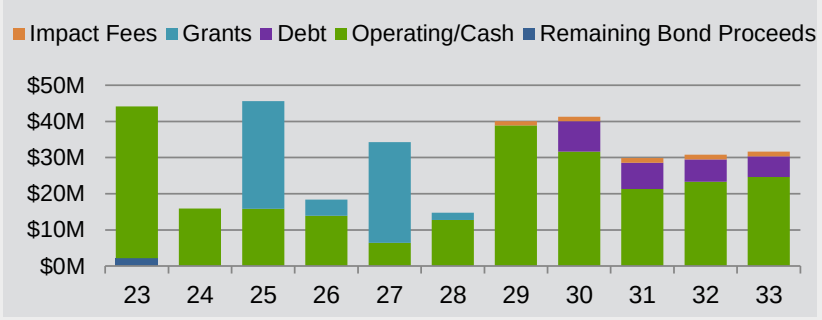
Expenses by Type



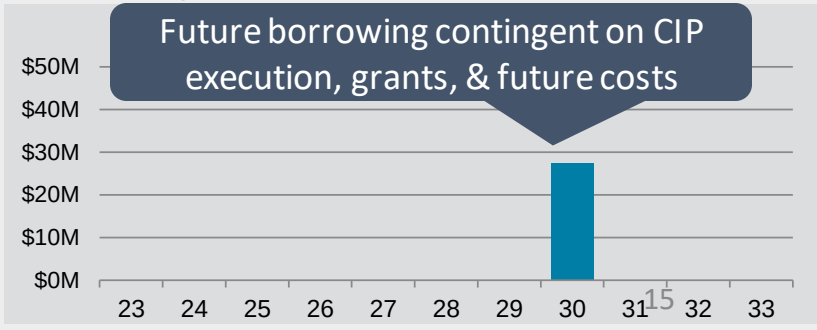
CIP Spending



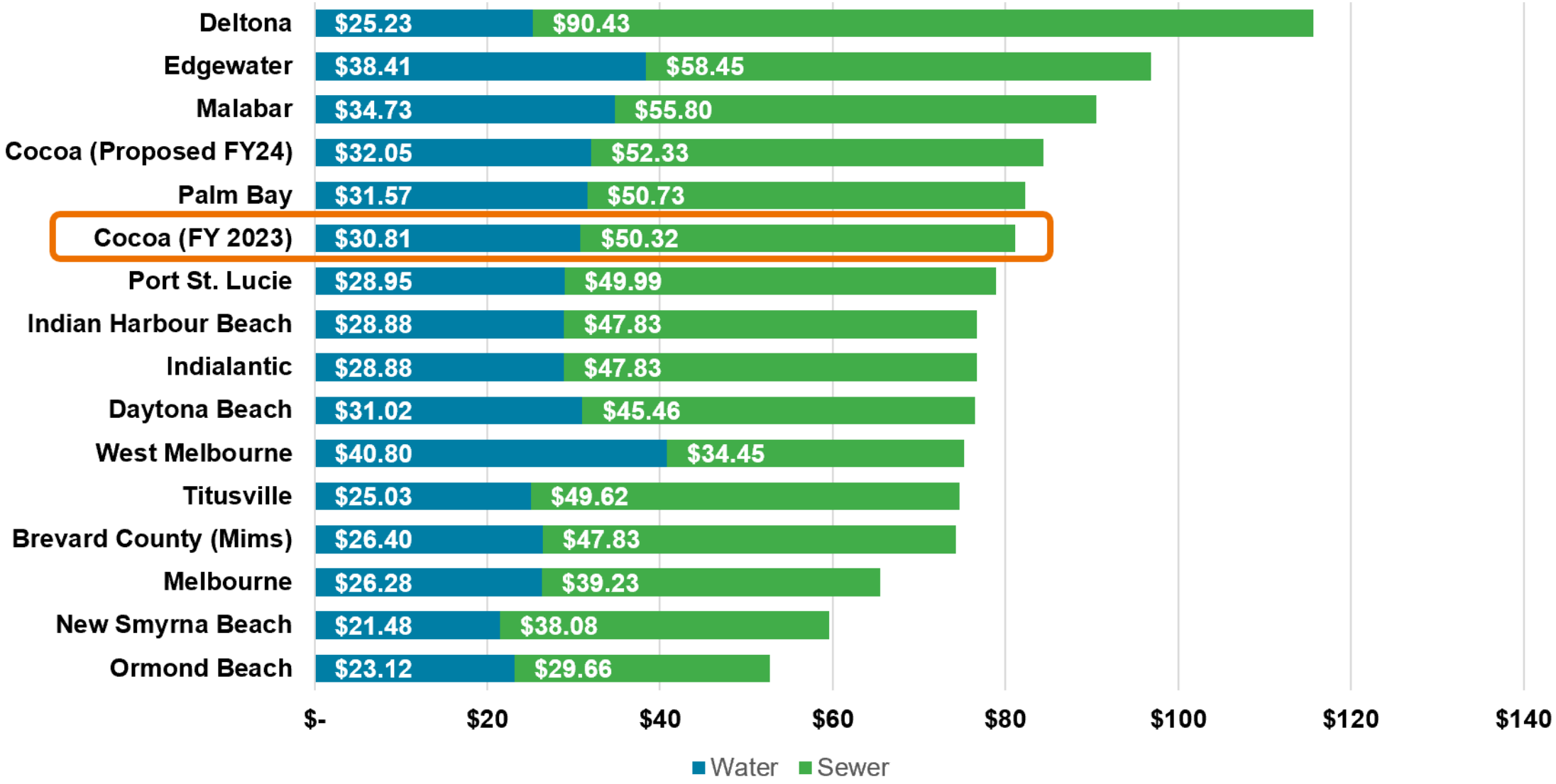
CIP Funding



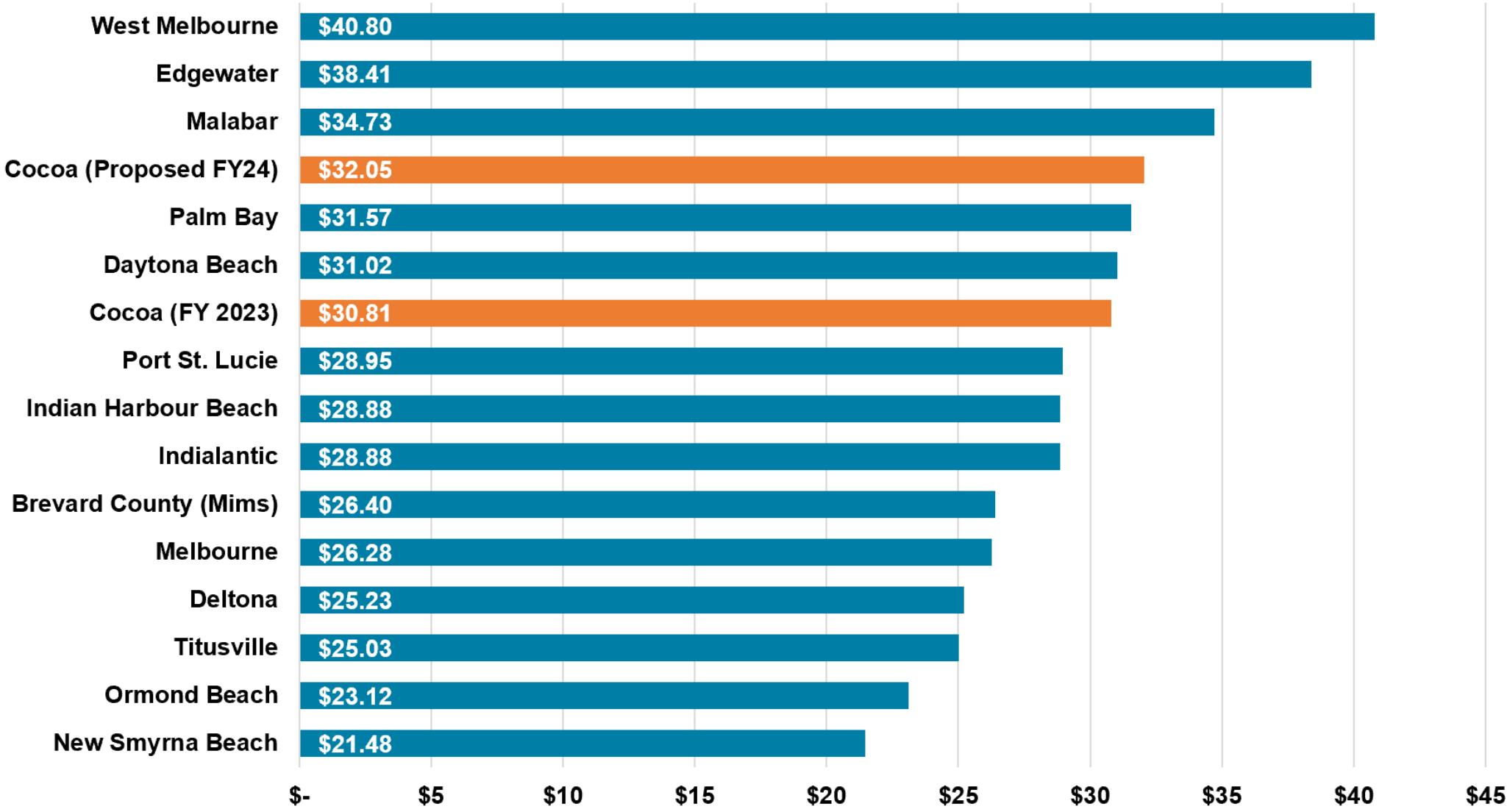
Borrowing



- **Residential Combined Monthly Bill Comparison – 4,000 Ga**



- **Residential Monthly Water Bill Comparison – 4,000 G**





Stormwater Forecast

• Key Planning Observations & Considerations

Background

- Annual revenue sufficiency analysis to inform adequacy of assessment
- Includes 4-month O&M reserve for emergency situations
- Last plan included 4.0% increase from FY 2024 through FY 2033
- City received grants to supplement capital funding

Observations

- Current operating levels consistent with FY 2024 Proposed Budget
- Capital plan increased by $3.8M from FY 2023 - 2032
- Grant funding assumed in FY 2024, FY 2027 and FY 2028

Key Issues

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

FAMS Financial Analysis & Management System | By Stantec

City of Cocoa, FL

Stormwater Fund

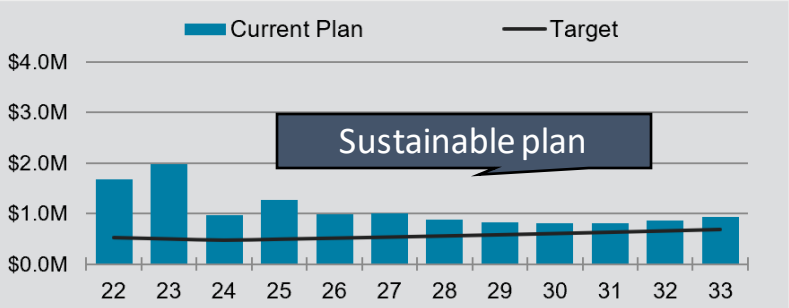
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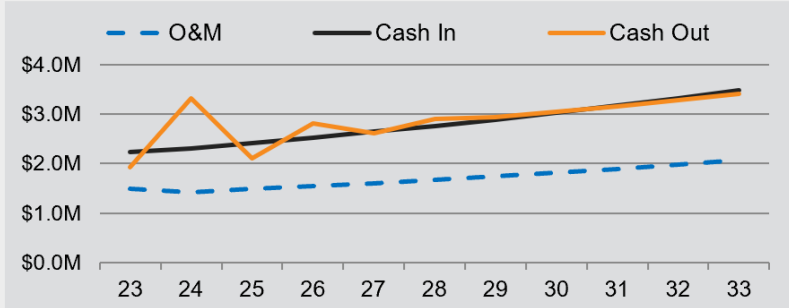
Maintains 4.0%

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2026	FY 2031
Revenue Adjustment Plan	4.50%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	21.67%	48.02%
Tier 1 SFR Assessment	$ 85.65	$ 89.08	$ 92.64	$ 96.34	$ 100.20	$ 104.21	$ 108.37	$ 112.71	$ 117.22	$ 121.91	$ 126.78		
Tier 2 SFR Assessment	$ 131.77	$ 137.04	$ 142.52	$ 148.22	$ 154.15	$ 160.32	$ 166.73	$ 173.40	$ 180.34	$ 187.55	$ 195.05		
Tier 3 SFR Assessment	$ 229.29	$ 238.46	$ 248.00	$ 257.92	$ 268.24	$ 278.97	$ 290.12	$ 301.73	$ 313.80	$ 326.35	$ 339.41		
Annual $ Change (Tier 2)		*$5.27*	*$5.48*	*$5.70*	*$5.93*	*$6.17*	*$6.41*	*$6.67*	*$6.94*	*$7.21*	*$7.50*		

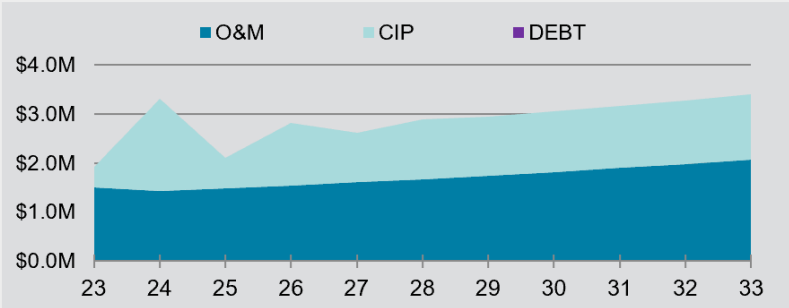
Operating Fund



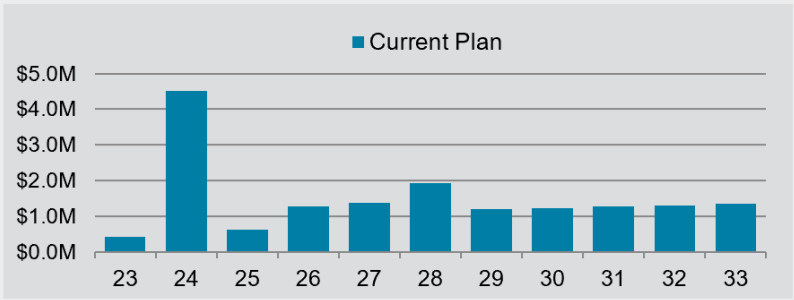
Revenues vs. Expenses



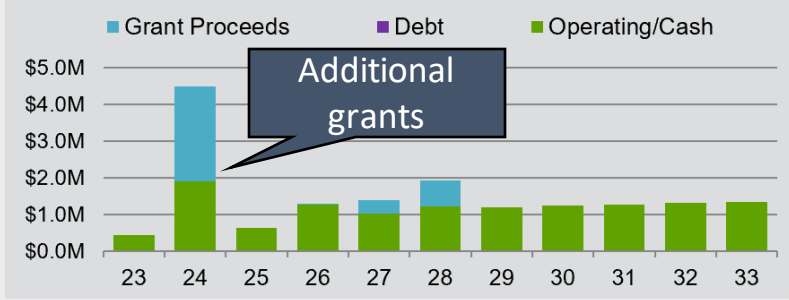
Expenses by Type



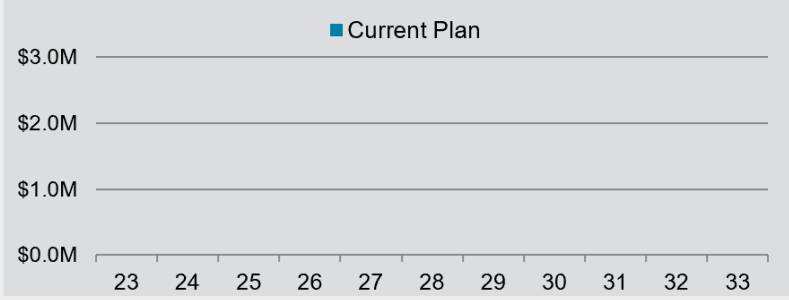
CIP Spending



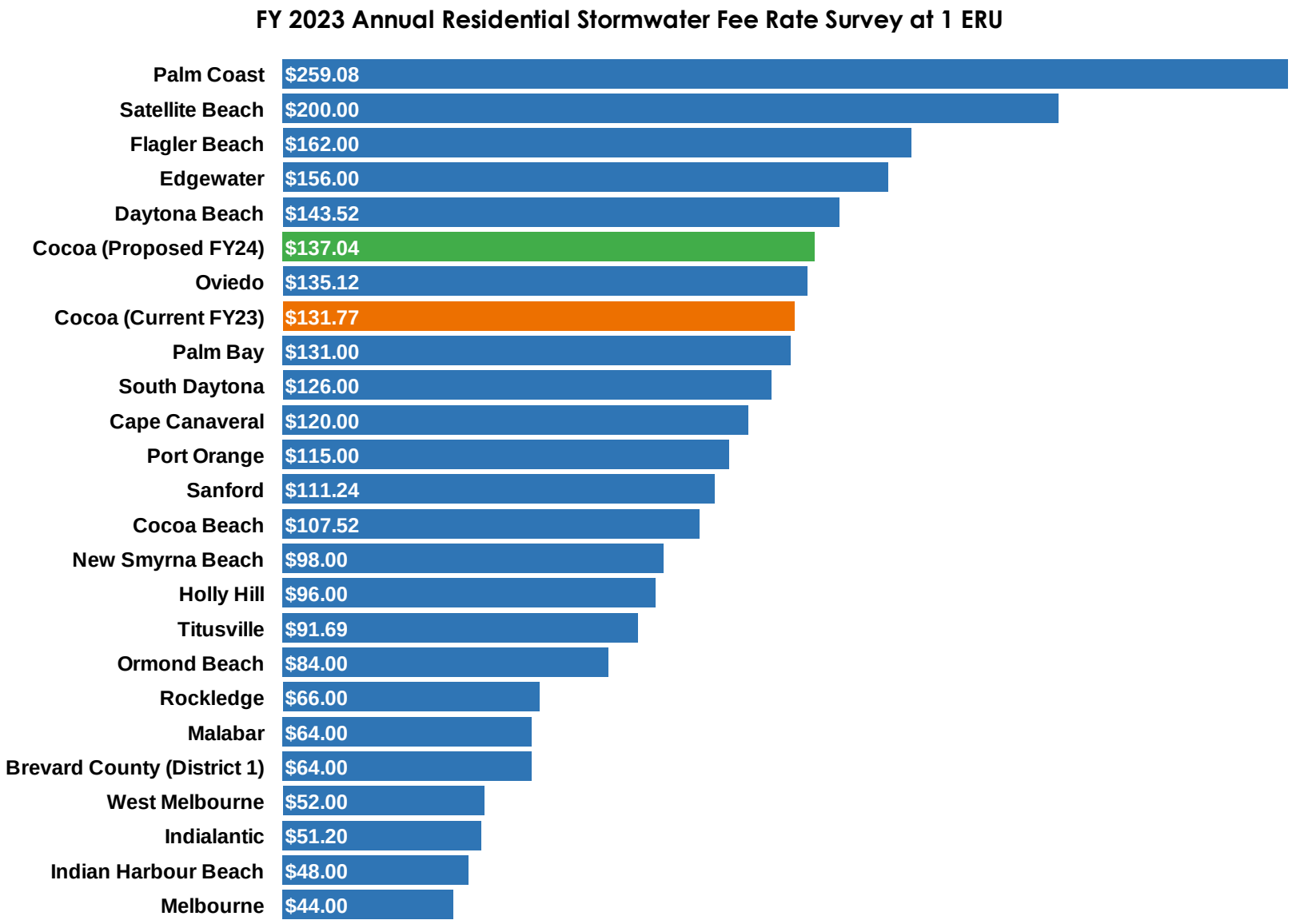
CIP Funding



Borrowing



FY 2023 Annual Residential Stormwater Fee Rate Survey at 1 ERU



• Summary of Results



General Fund

Increasing the millage rate achieves longer stability



Fire Assessment

A 3% increase is recommended to keep up with costs



Water/Sewer Utility

Continue 4.0% annual rate indexing



Stormwater Rate

4.0% annual rate indexing beginning FY 24



• Questions & Discussion

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Jeff Dykstra
Principal
Jeffrey.dykstra@stantec.com

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FY 2024 Budgetary Highlights

Charter Requirements

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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.

Section 4. - Council Action on Budget

Notice and hearings. The city council shall hold public hearings on the proposed budget and cause notice to be provided therefore, as provided by general law. However, in no event, shall the council adopt a budget without first holding a public hearing regarding same.

Adoption. The budget shall be finally adopted no later than the final weekday of the prior fiscal year. Should the council fail to adopt the budget on or prior to such date, the last proposed budget submitted by the city manager, shall be deemed to have been adopted by the council.

PREVIOUSLY STATED COUNCIL PRIORITIES

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GENERAL FUND

- Old Dr. Joe Lee Smith Community Center – State Funding
- Museums
- Homeless Initiatives
- Additional Street Paving
- J & K Septic to Sewer Conversion
- Capital Improvements within Parks
- Operating and Maintaining City Parks
- Subsidized Bus Routes/Bus Shelters
- 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
- Recruitment and retention efforts
- Review and rewrite of the landscape ordinance
- Review of site plan/subdivision section of the code
- Reconciliation of land use and zoning code conflicts

Highlighted items – Funded in FY23 Budget

COCOA CRA

- Fishing Pier
- Civic Center Renovations
- Cocoa Village Parking
- Capital Improvements within Parks
  - On Street
  - Parking Lots
  - Lee Wenner - RFP
- Mooring Field
- Harrison Street Streetscape
- Enhanced Law Enforcement
- Golf Cart Community

Diamond Square CRA

- Old Dr. Joe Lee Smith Community Center – State Funding
- Extension of the CRA expiration date
- Development of the Michael C. Blake Subdivision
- More programs and services within the Dr. Joe Lee Smith Community Center

FY 2024 Budget Highlights

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New Revenue Sources

- .5 millage rate increase
- 14.7% Property value increase
- 4% Stormwater fee increase
- 3% Fire Assessment increase
- 4% Water/Sewer Utility rate increase

FY 2024 Budget Highlights

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- <u>Expenditure Increases</u>

- 3.9% Health insurance increase
- 5% Dental insurance increase
- 3% CPI increase in solid waste
- Up to $733,000 increase in property/liability insurance for General Fund
- 5.15% Police Pension Increase
- 2.31% Fire Pension Increase
- 1.6% FRS Pension Increase
- 3% non-public safety salary increases

FY 2024 Budget Highlights

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Personnel Proposal

- 8% salary increase for police officers/adjust pay ranges to start at $50,032
- $3.75/hr. increase for firefighters/adjust pay ranges to start at $46,514
- Increase millage rate .5 mills to fund public safety salary adjustments
- 3% salary increase all other employees
- No new positions

Use of General Fund Balance Reserves

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- **Fund Balance Reserve Policy** - the purpose of the Fund Balance Reserve Policy is to ensure there will be adequate liquid resources to serve as a financial cushion for the General Fund.

  - Restricted General Fund Balance has a minimum reserve requirement of 33% of total operating expenditures per the most recent financial statements and $500,000 of capital replacement.
  - Reserves are used for Capital and One-Time expenses only and **cannot** sustain recurring expenses

  - Utilize **available** Fund Balance to fund projects
    - Emergency Response- Pandemic, Natural Disaster…
    - Catalytic Capital/Economic Projects to enhance overall City growth and quality of life

FY 2024 Budget Highlights

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Capital Needs - $2,783,845

Recurring Revenue Source - $1,527,293

General Fund Balance - $1,256,552

FY 2024 Capital

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Capital Needs:

- Police Vehicles (12) $621,420
- Police/Fire P25 Radios (55) $692,460
- Civic Center Roof $105,000
- Air Conditioners $182,000
- Fire F550 Brush Truck $62,705
- Public Works Ford F350 $57,320
- Fire 3-Thermal Imaging Cameras $44,940
- Various Vehicle Replacements $412,000
- Public Works Fence for Bracco Pond $40,000
- Computer Equipment $101,000
- Police Building Renovations $82,000
- Public Works Fleet Doors $40,000
- Downtown Electrical Receptacles $22,000
- Clinic Standby Generator $21,000

Total: $2,483,845

Assigned Fund Balance:
Public Works Annual Street Paving $300,000

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Staffing Issues

TRENDS/ISSUES/CONCERNS

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- Public Safety Increased Turnover FY 2023
  - Police Department – 13% Turnover
    - Police Officers – 8 positions
    - Dispatchers – 4 positions
  - Fire Department – 22% turnover
    - Firefighters – 7 positions
- Hard to Fill Positions
- Fewer qualified applicants than positions
- Competition between Cities due to pay

TRENDS/ISSUES/CONCERNS

COCOA
FLORIDA

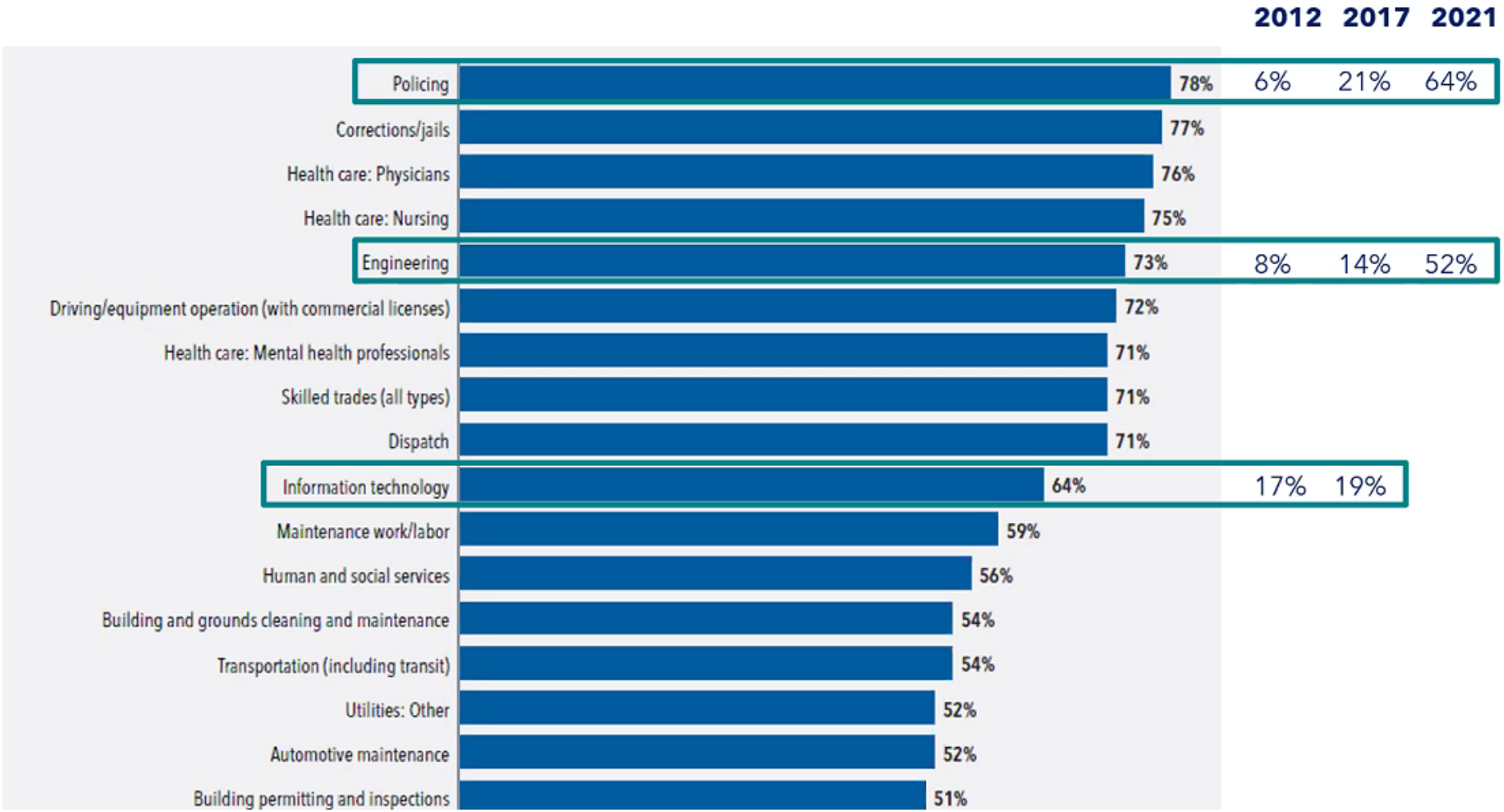
Recent Changes/New Recruitment Programs

- Public Safety High School Sponsorships
- Recruitment campaign for Fire Department
- Police New Hire Bonuses
- Increased job fair participation
- “On the Spot” conditional job offers
- Modified some position “minimum qualifications”

TRENDS/ISSUES/CONCERNS

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Hard to Fill:



Source: MissionSquare Research Institute State and Local Workforce 2023 Survey Findings

Police Officer Wages

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Agency	FY 2022	FY 2024
BCSO	$46,135	$50,600
Palm Bay	$41,525	$50,577
Melbourne	$46,135	$48,214/In Negotiations
West Melbourne	$46,000	$47,000/In Negotiations
Titusville	$41,000	$50,000
Cocoa	$45,073	Pending
Rockledge	$45,000	$50,000

Dispatcher Wages

COCOA
FLORIDA

Agency	FY 2022	FY 2024
BCSO	$32,968	$34,986
Palm Bay	$35,971	$45,129
Melbourne	$34,824	$35,922/In Negotiations
Titusville	$33,800	$37,008
Rockledge	$33,000	$38,000
Cocoa	$34,466	Pending

Firefighter/EMT Wages

COCOA
FLORIDA

Agency (Annual Hours)	FY 2022	FY 2024	Solo-Paramedic Incentive
Titusville (2,912)	$36,458	$42,399	$6,500
BCFR (2,920)	$36,637	$41,414	$4,418
Cocoa Beach (2,922)		$40,959	$6,547
Palm Bay (2,756 w/ Kelly Days)	$35,672	$40,068	$5,000
Melbourne (2,756)	$38,126	$39,392	$5,000-6,500 (based on tenure)
Rockledge (2,912)	$37,500	$40,000	$6,500
Cocoa (2,600 w/ Kelly Days)	$36,660	Pending	$6,006

FY24 Public Safety Proposals

COCOA
FLORIDA

- Police Officer
  - Bring Police Officer Minimum to $50,031
  - Equity Range adjustments for existing officers
- Dispatcher
  - Bring Dispatcher Minimum to $38,256
  - Equity Range adjustments for existing employees
- IAFF Positions (Firefighter, Driver, Lieutenant)
  - Bring Firefighter/EMT Minimum to $46,514
  - Adjust current wages by $3.75/Hr.

UTILITIES TRENDS/ISSUES/ CONCERNS

COCOA
FLORIDA

Qualified Personnel and Turnover

- Competitive markets and inflation
- Low unemployment
- Other cities are considering major pay changes
- Request pay scale increase and seniority penetration to avoid compression to counteract inflation and be competitive

Current Starting Salaries				
Job Title	Brevard	Toho	Melbourne	Cocoa
Utility Service Worker	$31,636.80	$36,774.40	$35,963.20	$35,380.80
Heavy Equipment Operator	$37,918.40	$40,539.20	$34,819.20	$41,267.20
Electrician II/ Journeyman	$45,926.40	$49,275.20	$48,748.00	$48,131.20
Engineeer I	$75,705.50	$69,328.72	$58,069.37	$65,478.40

	2021	**2022**
CPI increase	5.5%	8.6%

2-year compounding increase is 14% to employees

U.S. Bureau of Labor and Statistics, Southeast, Table A, CPI-U 1month and 12-month percent changes

FY 2024 Budget Highlights

COCOA
FLORIDA

Departmental Presentations

COCOA POLICE DEPARTMENT



COCOA
FLORIDA

POLICE DEPARTMENT

COCOA
FLORIDA

Mission

C – Community First

P – Promoting Partnerships

D – Demonstrating Excellence

POLICE DEPARTMENT OVERVIEW

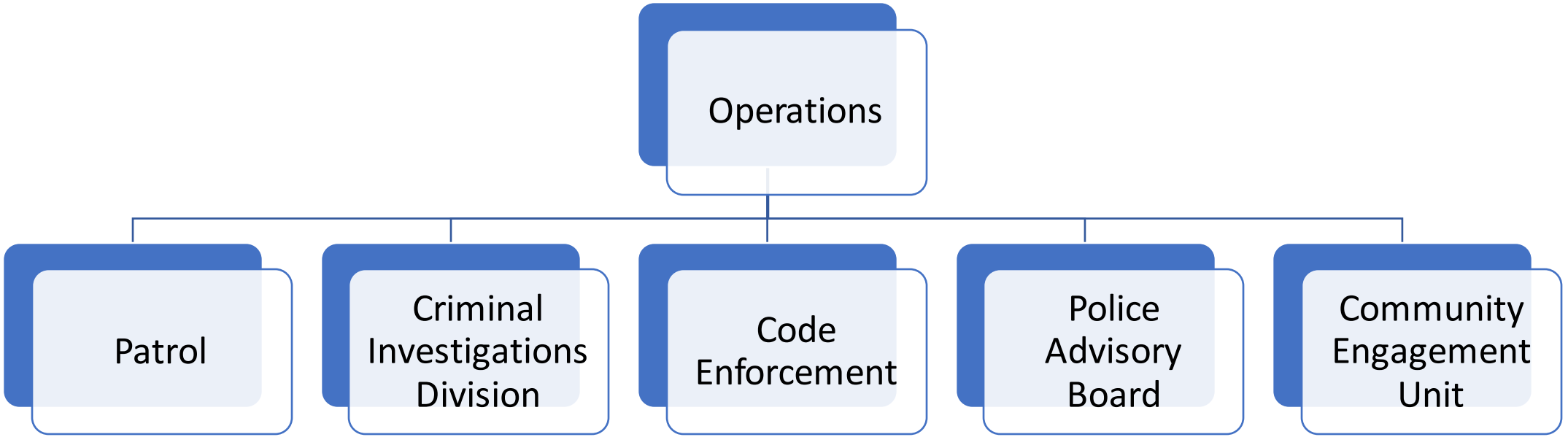
COCOA
FLORIDA

Agency Priorities:

- Recruitment and retention
- Training
- Officer wellness
- Technology

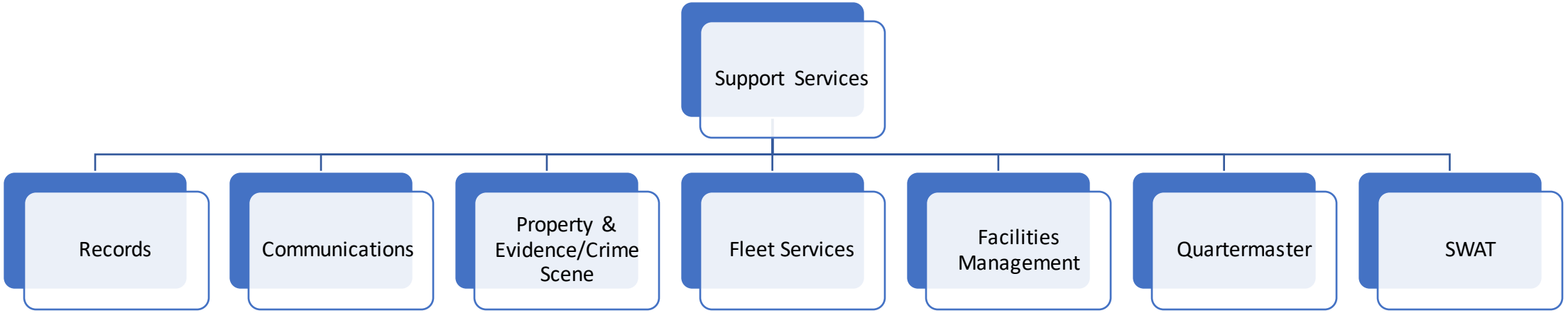
OPERATIONS

COCOA
FLORIDA



PROGRAMS AND SERVICES

COCOA
FLORIDA



PATROL DIVISION

COCOA
FLORIDA

2022

- Officers responded to **38,226** calls for service.
- Officers initiated another **26,010** proactive patrols including traffic stops and enforcement, patrol checks.
- Traffic Enforcement – More than 100,000 vehicles pass through the City every day. 999 traffic crashes resulted in 7 fatalities and 1,159 citations.

PATROL DIVISION

COCOA
FLORIDA

Staffing	Vacancies
71 sworn/1 frozen	14
16 dispatchers/1 frozen	4

COMMUNITY ENGAGEMENT UNIT (CEU)

COCOA
FLORIDA

- CEU supports several community programs throughout the year resulting in approximately 17,000 positive interactions.
- 182 special events took place in 2022.

POLICE DEPARTMENT BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$12,120,906	$13,444,029	$1,323,123
FUNDING SOURCE(S)	General Fund Revenue/Charges for Services	General Fund Revenue/Charges for Services	
PERSONNEL SERVICES	$10,443,471	$10,707,517	$264,046
OPERATING	$1,425,219	$1,412,703	($12,516)
CAPITAL	$252,216	$1,323,809	$1,071,593

MAJOR INCREASES

COCOA
FLORIDA

ITEMS	AMOUNT	EXPLANATION
4 Rapid ID's	$10,200	Fingerprint Identification systems for squads. Enables each squad to be able to identify subjects. Current technology is outdated and can no longer be covered under maintenance contract.
4 SWAT Entry Vests	$13,492	Replacing expired vests.
Ballistic Vests	$25,880	Vests for the Department. We have applied for a grant for these.
Ticket writer software	$11,500	Enables the Department to have electronic ticket writer software.

MAJOR INCREASES

COCOA
FLORIDA

ITEMS	AMOUNT	EXPLANATION
Samsara	$18,768	GPS for police vehicles.
Kitchen and Bathroom Rehab	$82,000	Revamp the PD bathrooms and showers. This is especially necessary for the hurricane season. ADA Compliant.
8 marked patrol vehicles	$493,916	To replace vehicles that are old, maintenance is more than the value of the vehicles and replacing vehicles that were totaled.

MAJOR INCREASES

COCOA
FLORIDA

ITEMS	AMOUNT	EXPLANATION
4 Unmarked patrol vehicles	$127,504	Replacing fleet vehicles that are old, worn out and maintenance is more than the vehicle is worth.
Dispatch Console Upgrade Police & Fire	$58,308	Funds needed to upgrade the three police consoles for P25 compliance.
PDRREP – P25 Radio replacement (52 portable (handheld) radios)	$317,668	Necessary for continued interoperability and communication both within and outside of the Department.
PDRREP – P25 Radio replacement (40 mobile (vehicle) radios)	$283,800	Replacing 40 radios for the vehicles.
Police Software	$12,000	Intelligence led policing software

TRENDS/ISSUES/CONCERNS

COCOA
FLORIDA

- 6 officers went to Palm Bay within months. Officers starting at higher pay, with a step plan.
- Radios must be P25 compliant by FY25. Currently we have 3 Consoles, 114 portables, and 96 mobile radios for a total of 210. We've replaced 48 portable radios and budgeting for 52 more portable radios and 40 mobile radios. This will leave 12 portable radios ($62,940) and 56 mobile radios ($326,370) to be replaced in FY25 ($389,310).
- Fleet recommendation is to replace 46 vehicles by FY24. Only 12 of them are currently budgeted in FY24 and paid for with Fund Balance. Unable to replace vehicles timely due to budget constraints.

TRENDS/ISSUES/CONCERNS

COCOA
FLORIDA

- Staff development and training for succession planning.
- A higher tech trend requires additional staff training.
- Staff in all Departments have become easy poaching targets due to lower salaries.
- Recommend to bring starting salary to $50,032 to match Palm Bay and implement step plan.



QUESTIONS

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

Fire/EMS/ and Emergency Management



COCOA FLORIDA

FIRE DEPARTMENT

COCOA
FLORIDA

Mission

To provide Fire Protection and Advanced Life Support(ALS) rescue services consistent with the City of Cocoa's mission of "Serving Our Community with P.R.I.D.E".

FIRE DEPARTMENT

COCOA
FLORIDA

Firefighting and EMS response mission:

- Exceed expectations of excellence in fire protection and inspection- community risk reduction
- Promote positive recruitment practices and enhance retention
- Remain focused on department infrastructure needs consistent with National Fire Protection Association (NFPA) standards
- Prioritize training capabilities and facilities for future development

FIRE DEPARTMENT

COCOA
FLORIDA

Emergency Management mission:

- Enhance the overall delivery of Emergency Management consistent with an All-Hazards approach
- Enhance public education in community risk reduction and emergency management activities
- Complete a Community Risk Assessment (CRA) to better serve the community

BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$7,335,616	$8,109,699	$774,083
FUNDING SOURCE(S)	General Fund Revenue/Charges for services/Fire Assessment	General Fund Revenue/Charges for Services/Fire Assessment	
PERSONNEL SERVICES	$6,093,218	$6,300,691	$207,473
OPERATING	$1,131,798	$1,659,068	$527,270
CAPITAL	$110,600	$149,940	$39,340

MAJOR INCREASES

COCOA
FLORIDA

ITEMS	AMOUNT	EXPLANATION
6-P25 Radios	$40,000	For the new Founts Mini-Pumper purchased this year.
3-Thermal Imaging Cameras	$44,940	Cameras on the current frontline units have reached end of life and support by the manufacturer. Cameras are used to identify hazardous environments to firefighters and victims trapped inside of fires or hazardous environments.
F550 Brush Truck	$65,000	Current Brush trucks are 36 years old and expensive to repair. Parts are hard to get or nonexistent. Recommendation by the fleet manager replace to ensure service continuity.
P25 Upgrade One-Time Upgrade Fee	$102,892	Brevard County owns the radio system that all police and fire units use to communicate in Brevard County. Last year the BOCC enacted a one-time upgrade fee imposed on all uses to pay for the upgrade of the system effective next budget year. This amount includes Cocoa Fire and Police Department and is essential for us to respond to calls and communicate during emergencies and disasters.

TRENDS/ISSUES/CONCERNS

COCOA
FLORIDA

- **Recruitment and Retention**
  - Pay too low to interest candidates to apply
- **Staffing (8 open firefighter positions)**
  - Request for 7 additional positions FY2024 budget
  - Last testing session (6/15/23) only 5 candidates scheduled interview out of 18 called.
    - 3 - Passed the test
    - 1 - Decided not interested due to salary being too low
    - 1 - Failed drug screen test
    - 1 - Hired and will start on 7/10. Still 7 people short to make a significant impact on staffing and overtime.
    - **2023 Overtime cost:** $367,311
    - Budgeted: $185,252
    - Actual: $367,311

    Current Budget Shortage ($182,059) (July, August, and September remaining FY 2023)

TRENDS/ISSUES/CONCERNS

COCOA
FLORIDA

- **Increased call volume (20% +)**
  - Increased population
  - Increased building growth
- **Increase in cost for equipment and supplies**
- Consistent with current trends in market supply/demand
  - Costly vendor pass-through inflationary impacts
- **End of life and support for outdated equipment**
  - Brush trucks are 36 years old. Parts are hard to get or nonexistent. Repairs are costly.
  - Thermal Imagining cameras have reached end of life and no longer able to repair.
  - Not enough equipment to supply reserve engines for staffing during emergencies.



QUESTIONS

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

UTILITIES DEPARTMENT



COCOA
FLORIDA

UTILITIES DEPARTMENT

COCOA
FLORIDA

MISSION

To provide present and future generations of the city's service area with an ample supply of quality drinking water and efficient water, wastewater and reclaimed water systems.

DEPARTMENT SERVICES

COCOA
FLORIDA

Sellers WWTP

To convert waste water influent from residential and commercial properties into usable reclaimed water using a combination of biological systems and chemical treatment, while ensuring compliance with local, state and federal laws for delivery and disposal.

- Create, store and pump reclaim water
- Fats, Oils, Greases (FOG) Program

DEPARTMENT SERVICES

COCOA
FLORIDA

Dyal WTP

The chemical treatment of raw water from wells and surface water sources to create, store and pump potable water for delivery to customers while ensuring compliance to all local, state and federal laws

- Create, store and pump potable water compliant with all regulations

DEPARTMENT SERVICES

COCOA
FLORIDA

Field Operations

Water – Maintain, install, test, repair and replace the transmission and distribution piping network including valves, and hydrants up through and including the meter for the reliable delivery of potable water to customers.

- Maintain and repair potable water pipes, valves, meters
- Install new meters, service lines and mains
- Hydrant flow testing and hydrant maintenance
- Meter testing and replacement Program
- Utility line Locator services
- Valve turning and maintenance
- Fire line testing and maintenance
- Heavy equipment maintenance and metal fabrication
- Backflow installation and testing

DEPARTMENT SERVICES

COCOA
FLORIDA

Field Operations

Sewer – To maintain, install, test, repair and replace as needed the collections system gravity sewer and pressurized force main piping system along with the lift stations, manholes and valves to ensure each sewer customer's waste is successfully delivered to the waste water plant.

- Maintain and repair sewer and reclaim pipes, meters, valves, lift stations, manholes
- Clean/televise sewer lines
- Install reclaim meters
- Manage slip lining and manhole lining program

DEPARTMENT SERVICES

COCOA
FLORIDA

Field Operations

Sewer – To maintain, install, test, repair and replace as needed the collections system gravity sewer and pressurized force main piping system along with the lift stations, manholes and valves to ensure each sewer customer's waste is successfully delivered to the waste water plant.

- Maintain and repair sewer and reclaim pipes, meters, valves, lift stations, manholes
- Clean/Televise sewer lines
- Install reclaim meters
- Manage slip lining and manhole lining program

DEPARTMENT SERVICES

COCOA
FLORIDA

Engineering

To provide internal technical support to the various other divisions for capital project execution, contract management, geographical information system data management and records and as-built documentation while also providing external customers guidance for new connections, cost estimates for connections, and technical plan review for new development.

- Manage capital construction
- Provide inspection services for private developments
- Provide engineering plan review for customers and developers
- Provide customer support for new meters, fees and permits
- Maintain GIS system and maps for customers and developers
- Maintain project records (as-builts, surveys, GIS, permits)

DEPARTMENT SERVICES

COCOA
FLORIDA

Administration

To provide administrative support to all other divisions internally including providing internal laboratory testing for the water and waste water systems while providing conservation, annual water quality reports and high consumption/leak assistance.

- Conservation programs, rain barrel, toilet rebate, school outreach, annual WQ report
- Boil Water Notices
- Website updates
- Water and Waste Water sample testing through NELAC certified laboratory

BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
PERSONNEL SERVICES	$17,379,893	$18,628,601	$1,248,708
OPERATING	$21,559,546	$24,854,547	$3,295,001
CAPITAL (machinery, equip)	$2,553,930	$2,228,473	-$325,457
OTHER USES: ROI, R&R Capital, Restricted Bond, Transfer for Services, PILOFF	$39,075,718	$37,331,254	-$1,744,464
TOTAL	**$80,569,087**	**$83,042,875**	**$2,473,788**

2.98%

Note: All Utilities funding comes from charges for services in the form of rates and fees

BUDGET COMPARISON DRIVERS

COCOA
FLORIDA

	FY2024 High Impact Items	Increase/(Decrease)
PERSONNEL SERVICES	Salaries, Insurance, Retirement, Medical	$1,248,708
OPERATING	$1.2M Chemicals, $200K Electric, $935 Eng. Services, Facilities Insurance $362K, R&M $288K	$3,295,001
OTHER USES	$1M increase in Transfers and Cost of Services and reduction of $2.7M in capital projects and $38K in PILOFF	-$1,744,464

MAJOR INCREASES/DECREASES

COCOA
FLORIDA

ITEMS	AMOUNT	EXPLANATION
421-4010-536 Administration Personal Services	$41,077	Salaries, Medical, Insurance, Retirement
Professional Services	$134,950	Taylor Creek project
Gen Fund ROI (other)	$633,364	
Renewal and Replacement (other)	-$2,719,291	Fewer capital projects proposed
Gen Fund Cost of Services (other)	$370,517	5% COS increase per Stantec

FY2023 Budget	FY 2024 Requested	Net Change	Percent Change
$44,586,591	$43,677,801	-$908,790	2%

MAJOR INCREASES/DECREASES

COCOA
FLORIDA

ITEMS	AMOUNT	EXPLANATION
421-4020-536 Dyal Plant Personal Services	$337,232	Salaries, Medical, Insurance and Retirement
Electric/Water/Sewer	-$270,666	Over-estimate from previous year and actual use less
Duke Energy Generator	$443,680	New line items
Repair Maintenance	-$134,000	Reduce planned repairs
Chemicals	$1,188,884	Unit price increases
Capital	-$546,788	Reduction in capital equipment

FY2023 Budget	FY 2024 Requested	Net Change	Percent Change
$15,266,057	$16,571,273	$1,305,216	8.5%

MAJOR INCREASES/DECREASES

COCOA
FLORIDA

ITEMS	AMOUNT	EXPLANATION
421-4025-536 Water Field Ops Personal Services	$411,986	Salaries, Medical, Insurance and Retirement
Repair and Maintenance	$288,000	
Fuel Oil/Lubricant	-$118,865	Reduction in fuel costs and estimated needed maintenance
I.T. Related Operating	$29,102	Field laptop replacements
Machinery& Equipment	$736,052	Vehicles, water test bench

FY2023 Budget	FY 2024 Requested	Net Change	Percent Change
$10,123,075	$11,475,470	$1,352,395	13.3%

MAJOR INCREASES/DECREASES

COCOA
FLORIDA

ITEMS	AMOUNT	EXPLANATION
421-4055-536 Engineering Personal Services	$27,937	Salaries, Medical, Insurance and Retirement
Engineering Service	$935,000	New Lead and Copper, Membrane Technology
Infrastructure	-$554,000	Changed account of infrastructure project

FY2023 Budget	FY 2024 Requested	Net Change	Percent Change
$3,738,442	$4,194,695	$456,253	12.2%

MAJOR INCREASES/DECREASES

COCOA
FLORIDA

ITEMS	AMOUNT	EXPLANATION
421-4120-536 Sellers Plant Personal Services	$283,373	Salaries, Medical, Insurance and Retirement
Operating Supplies	$20,647	Unit cost increases for uniforms, controller replacement
Chemicals	$111,382	Unit costs increases for chemicals
Buildings	-$73,490	Building roof replacement in FY23
Machinery & Equipment	-$106,689	Dump truck purchase in FY23

FY2023 Budget	FY 2024 Requested	Net Change	Percent Change
$3,848,639	$4,105,714	$257,075	6.7%

MAJOR INCREASES/DECREASES

COCOA
FLORIDA

ITEMS	AMOUNT	EXPLANATION
421-4125-536 SFO Collections Personal Services	$80,226	Salaries, Medical, Insurance and Retirement
Fuel Oil/Lubricants	-$17,527	Reduction in fuel costs and estimated maintenance
Machinery & Equipment	-$69,546	Two vehicles purchased in FY23

FY2023 Budget	FY 2024 Requested	Net Change	Percent Change
$3,006,283	$3,017,922	$11,639	0.39%

CURRENT POSTIONS

COCOA
FLORIDA

DIVISIONS	AUTH.	FILLED	VACANT	FROZEN	% FILLED
Admin	15	13	2	0	87%
Dyal Plant	58	48	10	0	83%
Water Field Operations	70	63	7	0	90%
Engineering	19	11	7	1	58%
Sellers Plant	28	23	5	0	82%
Collections (SFO)	24	17	6	1	71%
TOTAL	**214**	**175**	**37**		**80.8%**

Data from Position Control Report 7/1/2023 (includes summer interns)

TRENDS/ISSUES/CONCERNS

COCOA
FLORIDA

- Qualified Personnel and Turnover
- Capital Cost Escalations and Impact
  - IRP Project costs
  - Brightline Property utilities costs
    - Friday Rd WM
    - Osage Angelica WM, Sewer and RCW

CAPITAL ESCALATION/IMPACT

COCOA
FLORIDA

- Capital Impact Example

IRP Project (must be constructed and complete by July 2025)

FY2020	FY2022	FY2023
Original Budget **$4.3M**	Revised Budget **$9M**	Revised Budget **$12.4M** at 60% CMAR design

Projects Effected:

WS1201	Pipe Infrastructure	$2.8M	defer
SW22SC	SCADA Migration	$1.1M	defer
SW22AB	Blower Replacement $1M	defer	
WS23RC	Clarifier Improvements	$1M	defer
WS21OZ	Ozone Improvements $3M	defer	

Friday Rd and Osage Angelica – estimated $2.7M?

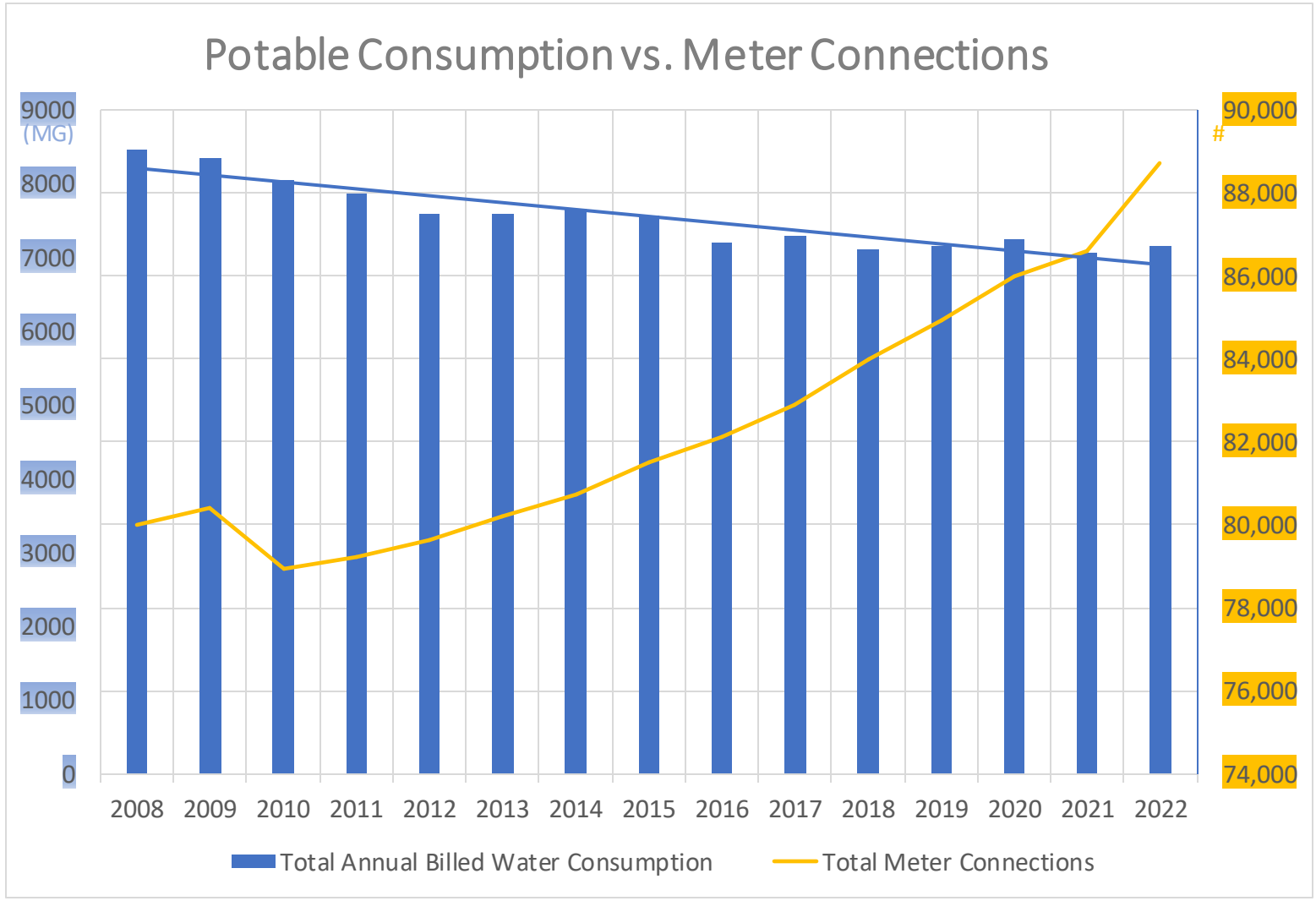
TRENDS/ISSUES/CONCERNS

COCOA
FLORIDA

- Qualified Personnel and Turnover
- Capital Cost Escalations and Impact
  - IRP Project costs from $4M to **$8M** to **$12.3M plus SDC's** (currently at 60% design with the CMAR)
  - Brightline Property utilities costs- budgeted $2.7M?
    - Windward Preserve
    - The Lakes at Cocoa Groves
- Water use declining while connections increase

TRENDS/ISSUES/CONCERNS

COCOA
FLORIDA



Declining Water Consumption

TRENDS/ISSUES/CONCERNS

COCOA
FLORIDA

Future Compliance:

- Qualified Personnel and Turnover
- Capital Cost Escalations and Impact
  - IRP Project costs from $4M to **$8M** to **$12.3M plus SDC's** (currently at 60% design with the CMAR)
  - Brightline Property utilities costs- budgeted $2.7M?
    - Windward Preserve
    - The Lakes at Cocoa Groves
- Water use declining while connections increase
- Advanced Water Treatment Compliance – July 2025
- Lead and Copper Compliance – Oct 2024



QUESTIONS

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

PUBLIC WORKS DEPARTMENT



COCOA
FLORIDA

PUBLIC WORKS DEPARTMENT

COCOA
FLORIDA

MISSION

Enhance Cocoa citizen's quality of life through effective and efficient maintenance, construction, and operation of its physical environment.

PUBLIC WORKS DEPARTMENT OVERVIEW

COCOA
FLORIDA

Public Works Administration accomplishes its mission by providing strategic planning, financial and budget management, resource coordination, guidance and leadership to its seven divisions:

- Streets – Maintenance of Streets
- Stormwater – Maintenance of Stormwater Infrastructure
- Fleet – Maintenance of the City's vehicle fleet
- Facilities – Maintenance of the City's building inventory
- Parks & Beautification – Maintenance of the City's parks and greenspaces
- Administration – Administers the Sanitation contract collection
- Capital Projects – Manages the City's building and infrastructure projects

While each division has its own unique support function, all divisions work together as a team to accomplish the overall mission of the department.

STREETS DIVISION

COCOA
FLORIDA

The Streets Division is responsible for maintaining the city's roads, sidewalks, traffic signals, street lights and street signs.

PUBLIC WORKS STREETS DIVISION	
Miles of Streets	79
Miles of Sidewalk	80
Number of Street Lights	2,182
Number of Traffic Signals	146



STREETS BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$1,398,472	$1,465,484	$67,012
FUNDING SOURCE(S)	General Fund Revenue	General Fund Revenue	
PERSONNEL SERVICES	$414,060	$419,916	$5,856
OPERATING	$684,412	$745,568	$61,156
CAPITAL	$300,000	$300,000	$0

STREETS MAJOR INCREASES

COCOA
FLORIDA

ITEMS	AMOUNT	EXPLANATION
Electric/Water/Sewer	$31,000 (9%)	Increase in Utility services.
Repairs & Maintenance	$17,100 (7%)	Additional US 1 streetlight.
Repair & Maintenance - Vehicles	$1,510 (12%)	Aging vehicle fleet.
Road Materials/Supplies	$8,000 (21%)	Two (2) additional solar pedestrian crossing signs.
Training	$3,950 (130%)	Rule change for CDL testing requirements.

PARKS & BEAUTIFICATION DIVISION

COCOA
FLORIDA

The City of Cocoa Parks & Beautification Division maintains 23 parks including passive areas, road medians and rights-of-way in the City. Maintenance activities include trimming trees, mowing grass, pulling weeds, trimming hedges, picking up trash, and maintaining the irrigation through-out the City of Cocoa.

- 8,500 Trees trimmed and maintained
- 2,000 Acres of grass mowed and maintained
- 2,100 Man hours of picking up trash throughout the City
- 14.28 Acres of State Road Maintained
- 1,200 Man hours preparing and maintaining grounds for special events

PARKS & BEAUTIFICATION BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$1,796,804	$1,788,913	($7,891)
FUNDING SOURCE(S)	General Fund Revenue	General Fund Revenue	
PERSONNEL SERVICES	$1,035,866	$986,449	($49,417)
OPERATING	$760,938	$762,464	$1,526
CAPITAL	$0	$40,000	$40,000

PARKS & BEAUTIFICATION MAJOR INCREASES

COCOA
FLORIDA

ITEMS	AMOUNT	EXPLANATION
Contract Services	$82,500	Cemetery maintenance to include headstone maintenance, headstone cleaning, grave maintenance, and landscaping.
Mowing Contract	($18,000)	Decrease because the cemetery maintenance contract would include mowing. (If the additional cemetery maintenance is not approved. We need $15,000 allocated back.)
Operating Supplies	$5,350	• Increase in equipment and chemical costs. • Increase in uniform services.
Training	$7,500	Rule change for CDL testing requirements.
Capital – Improvements Other Than Buildings	$40,000	Fence Bracco SW Facility.

FLEET DIVISION



COCOA
FLORIDA

The City of Cocoa Fleet Management Division provides City Departments & Divisions with safe, reliable vehicles and equipment to support the operational needs of the City of Cocoa in a cost-effective manner. The Fleet Management Division services over 381 vehicles of various types which consist of:

- 69 automobiles
- 39 vans
- 19 SUV's
- 18 SUV Hybrids
- 14 Dump trucks
- 3 Bucket trucks
- 1 Unified Command Vehicle
- 2 EV Electric Vehicles
- 1 Heavy Crane Truck
- 10 Flatbed dump trucks
- 189 Trucks
- 5 Fire engines
- 1 100ft Tower/Fire truck
- 1 Rescue truck
- 2 Street Sweeper
- 2 VACCON Jet Trucks
- 2 Harley Davidson
- 1 Gradall Truck
- 2 Claw / Grapple Trucks
- 1 Police Boat

FLEET DIVISION



COCOA
FLORIDA

Cocoa Fleet supports and maintains the following number of equipment and trailers:

94 in total consisting of

- 7 Tandem Axle Trailers
- 12 Single Axle Trailers
- 1 Fuel Trailer 250 Gallon
- 1 Chipper Trailer
- 2 Flat Bottom Boats
- 9 Trailer Mounted 80kw Generators
- 8 Stationary building stand-by Generators
- 4 Club Golf Carts
- 2 Radar Trailers PD
- 2 Sign Board Trailers PD
- 1 Trailer Mounted Vac-Jet
- 1 Medical Transport cart CFD
- 10 In Car radar systems
- 3 Backhoes
- 3 John Deere Tractors

FLEET BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$876,992	$910,303	$33,311
FUNDING SOURCE(S)	General Fund Revenue	General Fund Revenue	
PERSONNEL SERVICES	$643,950	$672,076	$28,126
OPERATING	$233,042	$238,227	$5,185
CAPITAL	$0	$0	$0

FLEET BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$876,992	$910,303	$33,311
FUNDING SOURCE(S)	General Fund Revenue	General Fund Revenue	
PERSONNEL SERVICES	$643,950	$672,076	$28,126
OPERATING	$233,042	$238,227	$5,185
CAPITAL	$0	$0	$0

FLEET BUDGET MAJOR INCREASES

COCOA
FLORIDA

ITEMS	AMOUNT	EXPLANATION
Personal Services	$28,126	Recruit qualified fleet technicians.

FLEET BUDGET TRENDS/ISSUES /CONCERNS

COCOA
FLORIDA

Fleet Budget Need

Fleet Service Truck - Ford F450 Utility Service Truck

Fleet's primary and only roadside assistance vehicle.

- Vehicle is 18 years old, has 213,459 miles and 10,158 operational hours.
- Purchase Price is $50,900.
- Repair and Maintenance cost of current service truck to date is $39,425.
- Over the last few years, the vehicle has become increasingly unreliable, and the system underbody tow system is showing signs of increase wear

SANITATION BUDGET COMPARISON

COCOA
FLORIDA

The City of Cocoa provides solid waste services through an existing franchise agreement (contract) with Waste Management Inc. of Florida (Waste Management).

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$2,959,065	$3,381,436	$422,371
FUNDING SOURCE(S)	General Fund	General Fund	N/A
PERSONNEL SERVICES	N/A	N/A	N/A
OPERATING	$2,959,065	$3,381,436	
CAPITAL	N/A	N/A	N/A

FACILITIES MANAGEMENT DIVISION

COCOA
FLORIDA

The Facilities Division provides in-house maintenance and repairs of all public buildings and facilities including electrical, carpentry, plumbing, painting, and ventilation systems. Facilities maintenance also provides custodial services for all City buildings ensuring the facilities are clean and meet City aesthetic standards.









FACILITIES BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$1,698,927	$2,051,141	$352,214
FUNDING SOURCE(S)	General Fund Revenue	General Fund Revenue	
PERSONNEL SERVICES	$702,818	$825,096	$122,278
OPERATING	$955,109	$1,032,045	$76,936
CAPITAL	$41,000	$194,000	$153,000

FACILITIES BUDGET MAJOR INCREASES

COCOA
FLORIDA

ITEMS	AMOUNT	EXPLANATION
Electric/Water/Sewer	$21,020	Increase in Utility services.
Repair & Maintenance - Building	$50,950	• Civic Center Flooring • PW Flooring
CAPITAL Buildings	$40,000	Replace Fleet roll-up doors.
Improvements Other Than Buildings	$22,000	Receptacles for existing downtown light poles.
Machinery & Equipment	$91,000	• Replace 14 TN Condensing Unit in PD. • Replace Mini Split Unit at City Hall. • Standby Generator for the Clinic.

FACILITIES BUDGET TRENDS/ISSUES /CONCERNS

COCOA
FLORIDA

Facility Budget Need

Facilities Van- Ford E350 Van with a Bucket Person Lift System

- Vehicle is the primary lift system for ongoing maintenance and repairs of city building exteriors, streetlights and canopy lighting throughout the downtown area.
- Vehicle is 14 years old and used by the City Electricians.
- Major issues with the Bucket Lift system and overall parts sourcing.
- Purchase Price of the new van is $67,113.
- Repair and Maintenance cost of current van to date is $54,869.
- It has a downtime rate of 47%.
- At some point the lifting system main boom components will need to be replaced (this cost is 50% of the cost of a new bucket truck.)

CAPITAL PROJECTS DIVISION

COCOA
FLORIDA

The Capital Projects Division, with a total of 3 employees, provides project management and design support services for the City's Capital Improvements Program. They are also responsible for managing and monitoring numerous contracts for the City, including the District-4 parks that maintained by Brevard County.

CAPITAL PROJECTS BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$292,130	$276,499	($15,631)
FUNDING SOURCE(S)	General Fund Revenue	General Fund Revenue	
PERSONNEL SERVICES	$179,574	$188,907	$9,333
OPERATING	$112,556	$87,592	($24,964)
CAPITAL	$0	$0	$0

STORMWATER DIVISION

COCOA
FLORIDA

The Stormwater Division is an enterprise fund, responsible for maintaining the city's drainage system, including ditches, swales, pipes, inlets and public stormwater ponds.



87.4 acres of pond



2,330 stormwater infrastructures such as inlets, culverts, head walls and weirs



565 manholes



5 miles of ditches



65 miles of stormwater pipes



2,000 miles per year of streets swept

STORMWATER UTILITY BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$2,192,854	$1,743,572	($449,282)
FUNDING SOURCE(S)	Stormwater Assessment	Stormwater Assessment	
PERSONNEL SERVICES	$673,366	$682,295	$8,929
OPERATING	$112,556	$515,756	$403,200
OTHER USES	$297,622	$312,503	$14,881
CAPITAL	$330,600	$233,018	($97,582)

STORMWATER UTILITY TRENDS/ISSUES/CONCERNS

COCOA
FLORIDA

The City's Stormwater Division has been successful in obtaining grant funding in the last two years. Grants typically require matching funding.

Construction costs for these projects are not immune to inflation from the original project cost estimates, which are based on current industry rates specific to this region. Undoubtedly, these escalating prices will drive construction costs up. The unrestricted fund balance at the end of FY22 was $1,621,956. This use of fund balance for one project alone will deplete the stormwater fund balance. This will necessitate minimal capital activity in the upcoming years to replenish the fund balance.

TRENDS/ISSUES/CONCERNS

COCOA
FLORIDA

Stormwater

- Facilities has gained multiple buildings over the last two years. Current budget cannot keep up with requested Level of Service.
- Challenge recruiting Fleet Technicians due to lack of qualified technicians and competitive wages.
- According to Bureau of Labor Statistics, prices for new vehicles increased 11.4 % over the last year with no relief projected.
- The $300K budget for paving is insufficient to keep up with the repaving plan.



QUESTIONS

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

ADMINISTRATIVE SERVICES



COCOA
FLORIDA

ADMINISTRATIVE SERVICES DEPARTMENT OVERVIEW

COCOA
FLORIDA

- City Clerk
  - Records custodian
  - Records and maintains records of all City Council actions, administers oaths, prepares proclamations and commendations
  - Provides support services for City Council members
  - Passport Agency
  - Supervising/Conducting City Elections
- Human Resources
  - Benefit administration
  - Labor/Employee Relations
  - Recruitment/Onboarding
  - Risk/Workers' Compensation
  - Retiree Support

BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$1,044,770	$1,132,487	$87,717
FUNDING SOURCE(S)	General Fund	General Fund	
PERSONNEL SERVICES	$984,695	$1,070,026	$85,331
OPERATING	$60,075	$62,461	$2,386
CAPITAL	N/A	N/A	N/A

MAJOR INCREASES

COCOA
FLORIDA

ITEMS	INCREASED AMOUNT	EXPLANATION
Property Insurance	$733,000	Projected increase $467k to $1.2M due to increase in property values and transition to blanket value policy (Split with Utility Fund)
Pension Contributions	% of Payroll	FRS: 1.6% Police: 5.15% Fire: 2.31%
Legal Expenses	$25,000	Increased based on FY23 expenses
Health Center	$35,000	Added clinic hours based on increased utilization
Training	$40,800	Compliance Safety Training; Paramedic School



QUESTIONS

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

CITY COUNCIL



COCOA
FLORIDA

BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$204,889	$220,804	$15,915
FUNDING SOURCE(S)	General Fund Revenue	General Fund Revenue	
PERSONNEL SERVICES	$121,467	$123,162	$1,695
OPERATING	$83,422	$97,642	$14,220
CAPITAL	N/A	N/A	N/A

BUDGET OVERVIEW

COCOA
FLORIDA

ITEMS	TOTAL BUDGET	EXPLANATION
Travel & Per Diem	$17,730	• Space Coast League of Cities Monthly Meetings • FLC Legislative Action Days • FLC Annual Conference
Training	$6,525	• FLC Annual Legislative Conference • Institute for Elected Officials • YMCA Prayer Breakfast • NAACP Freedom Fund Banquet • FLC Policy Committee Meetings • Misc Travel Expenses • National League of Cities (Mayor Attendance)

BUDGET OVERVIEW

COCOA
FLORIDA

ITEMS	TOTAL BUDGET	DESCRIPTION
Promotional Activities	$19,700	• Plaques, Frames, Keys, Awards • Volunteer Recognition Event • Donation Policy ($1,000 per Member) • Cocoa Schools Donations • NAACP Freedom Fund Program Advertisement • FLC Annual Conference Program Advertisement • Food for City Council Workshops • Swearing In Ceremony (Potential Special Election)
Memberships	$8,222	• Chamber of Commerce • FL League of Cities • FL League of Mayors • FL Black Caucus • National League of Cities

MAJOR INCREASES

COCOA
FLORIDA

ITEMS	INCREASED AMOUNT	EXPLANATION
Travel & Per Diem	$1,600	Added NLC travel expenses
Training	$750	Added NLC Conference
Postage & Freight	$9,500	FYI Mailing Increase (this is being moved to 1600)



QUESTIONS

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

COMMUNICATION & ECONOMIC DEVELOPMENT



COCOA
FLORIDA

COMMUNICATION & ECONOMIC DEVELOPMENT DEPARTMENT

COCOA
FLORIDA

MISSION

The Community Services Department is committed to partnering with communities, families, individuals, businesses, developers, and non-profit agencies to provide opportunities to a continuum of resources that promote positive outcomes for Cocoa.

COMMUNICATION & ECON DEV DEPARTMENT OVERVIEW

COCOA
FLORIDA

- COMMUNICATIONS: Responsible for disseminating information to the public, managing social media platforms and the City's website, and coordinating public relations and emergency communication efforts. Work closely with all departments, City Council and other government officials to ensure transparent and effective communication, fostering engagement and building a positive image for the city.
  - Printed quarterly newsletter, monthly e-newsletter, media relations, social media, ADA compliance, digital media, Citizens Academy, Special Events and Meetings, Marketing
- ECONOMIC DEVELOPMENT: Focus on fostering growth and prosperity within the community. Collaborate with businesses, entrepreneurs, and investors to attract new ventures, create job opportunities, and enhance the overall economic landscape, while also implementing strategies to retain and support existing businesses.
  - Business retention and development programs and incentives, marketing, annexations, UpStart
- LEISURE SERVICES: Enhance the quality of life for residents by providing recreational and cultural activities, managing facilities, and organizing and promoting events.
  - Rental of city facilities, special event management and marketing for city events

BUDGET COMPARISON

COCOA
FLORIDA

	CURRENT BUDGET (Realignment of 4 different divisions)	FY 24 BUDGET REQUEST	Increase/Decrease
TOTAL	$889,813	$962,482	$72,669
FUNDING SOURCE(S)	General Fund Revenue/Charges for Services	General Fund Revenue/Charges for Services	
PERSONNEL SERVICES	$702,948	$733,483	$30,535
OPERATING	$174,365	$216,499	$42,134
GRANTS & AIDS	$12,500	$12,500	$0

MAJOR INCREASES

COCOA
FLORIDA

ITEMS	AMOUNT INCREASE	EXPLANATION
Personnel Services	$30,535	Moved one part-time Facility Attendant to full-time
1906 Travel & Per Diem	$1,025	Moved travel related per diem from 1905
1906 Promotional	$5,500	Moore Building Centennial Celebration Event
1906 IT Related Operating	$57,350	$35,000 moved from IT budget for City website and mobile app; $20,000 moved from 1905 for website redesign for department pages
1990-LS Contract Services	$495	Increases in costs to rent bounce houses and entertainment for special events
1990-LS Rentals & Leases	$600	Increases in costs to rent movies
1990-LS Other Charges & Obligations	$5,000	New Desk for Office Assistant (current desk is the old furniture from the old City Hall) and replacement of broken and worn down 6ft and 8ft tables
1990-LS Operating & Janitorial Supplies	$4,000	Increase in needs and costs for supplies to maintain the facilities
1990-LS IT Related Expenses	$2,200	Costs related to upgrading to virtual machines

TRENDS/ISSUES/CONCERNS

COCOA
FLORIDA

- Aging Civic Center
- Growth capabilities/SR 524 expansion
- Brevard Museum:
  - Personnel costs (still utilizing a Leisure Services Facility Attendant position)
  - Marketing and promoting the museum
  - Not collecting revenue
  - Facility maintenance costs
  - Exhibit renewals/leases

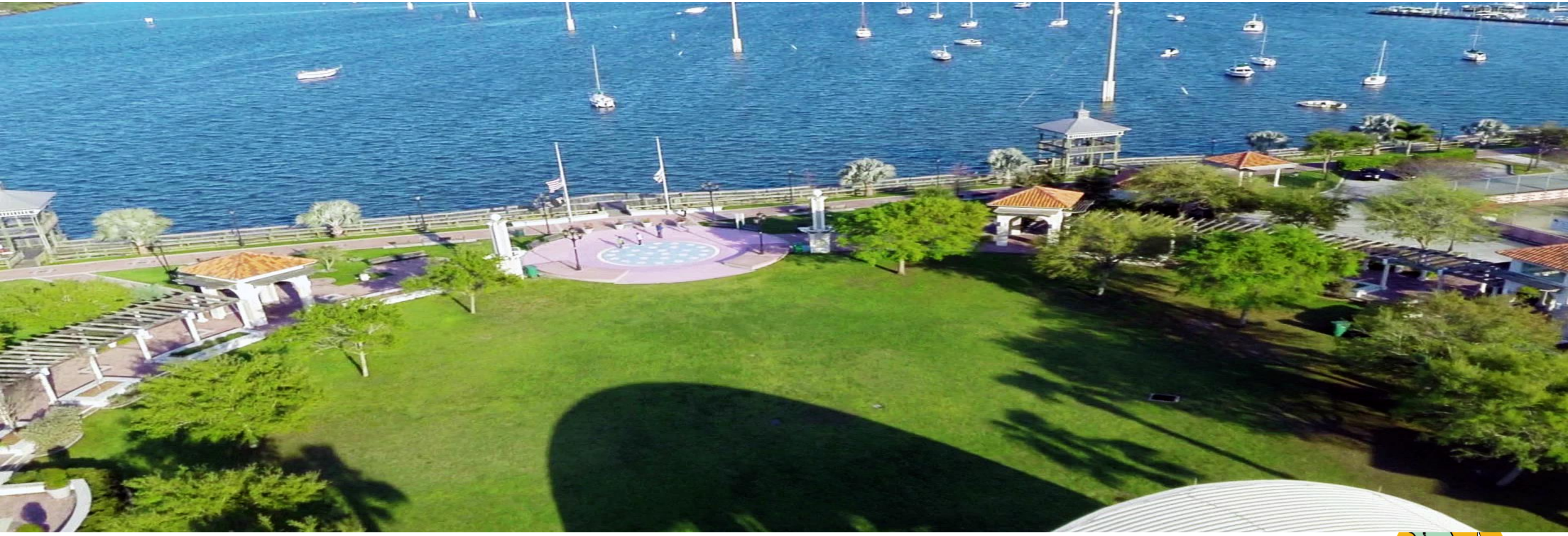


QUESTIONS

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

COMMUNITY SERVICES DEPARTMENT

(BUILDING PERMITTING, BUSINESS LICENSES, HOUSING PROGRAM SERVICES, COCOA CRA, DIAMOND SQUARE CRA)



COCOA
FLORIDA

COMMUNITY SERVICES DEPARTMENT

COCOA
FLORIDA

MISSION

The Community Services Department is committed to partnering with communities, families, individuals, businesses, developers, and non-profit agencies to provide opportunities to a continuum of resources that promote positive outcomes for Cocoa.

COMMUNITY SERVICES DEPARTMENT OVERVIEW

COCOA
FLORIDA

The Community Services Department is comprised of several divisions and independent programs. The Department is committed to providing support services to local businesses, contractors, developers and non-profit agencies. We partner with communities, families and individuals to provide opportunities to a continuum of resources that promote positive outcomes for Cocoa.

- Permitting and Licensing Division
  - Building Permits and Business Licenses (BTRs)
- Housing and Neighborhood Services
  - CDBG Grant, HOME Grant and SHIP Grant programs to help local non-profits and homeowners in Census Tract 626 and 623.
- Cocoa Community Redevelopment Agency (Cocoa CRA)
- Diamond Square Community Redevelopment Agency (Diamond Square CRA)

COMMUNITY SERVICES (GF) BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$220,293	$238,442	$18,149
FUNDING SOURCE(S)	General Fund Revenue	General Fund Revenue	
PERSONNEL SERVICES	$206,577	$204,468	($2,109)
OPERATING	$13,716	$33,974	$20,258
CAPITAL	$0	$0	-

COMMUNITY SERVICES ACTIVITIES

COCOA
FLORIDA

ACTIVITIES

Activities include the Business Tax Receipt program fees and staff salaries not covered by other funds within Community Services.

Business Tax Receipts are required by all new and existing businesses within the City of Cocoa.

In FY2023, 88 new businesses have established themselves in the City.

- District 1 - 42
- District 2 - 18
- District 3 - 14
- District 4 - 14

BUILDING DIVISION BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$672,155	$696,535	$24,380
FUNDING SOURCE(S)	Building Permit Fees	Building Permit Fees	
PERSONNEL SERVICES	$549,558	$568,892	$19,334
OPERATING	$122,597	$127,643	$5,046
CAPITAL	$0	$0	-

BUILDING DIVISION ACTIVITIES

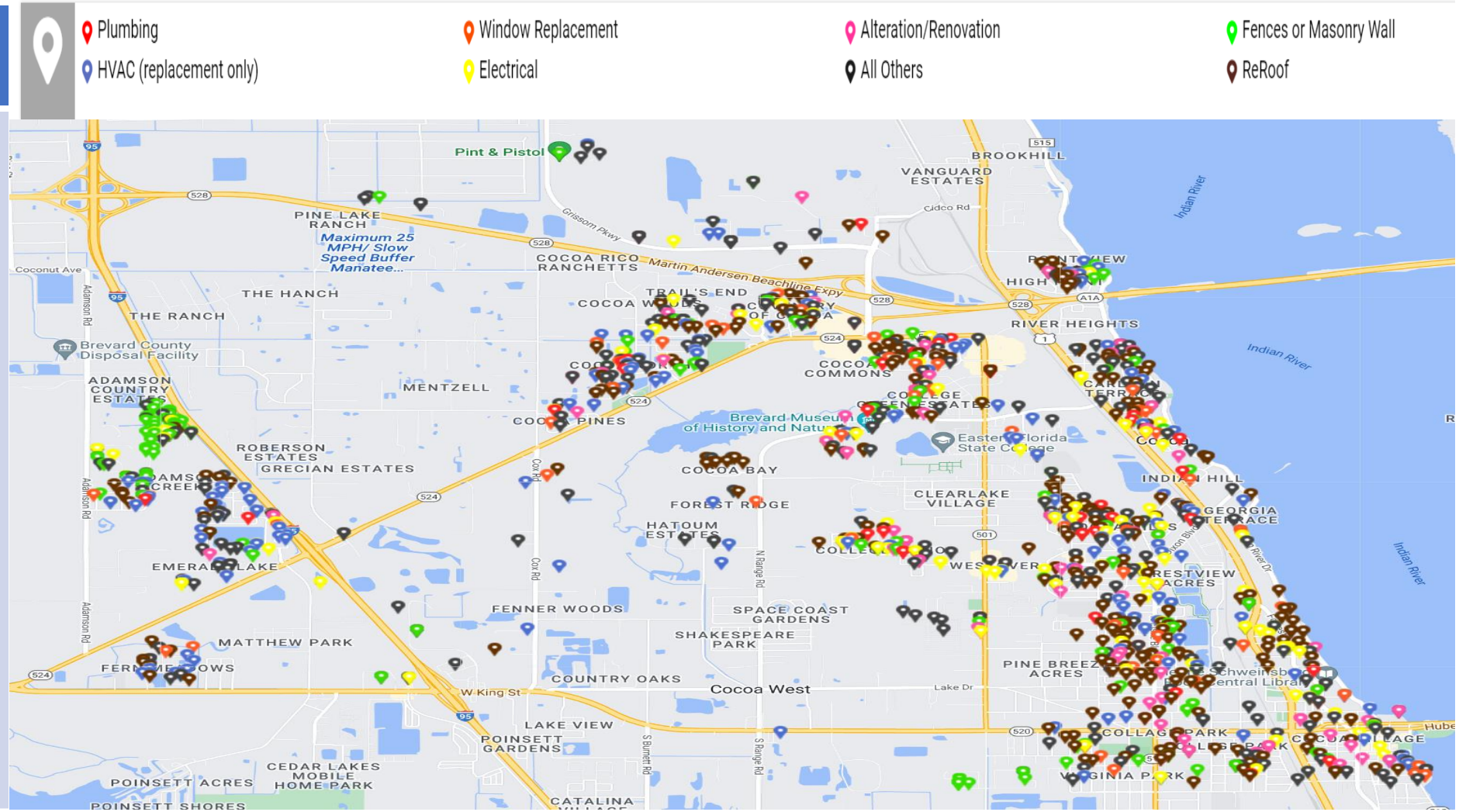
COCOA
FLORIDA

ACTIVITIES

Permits issued in FY2023 – 1,411
Inspections conducted in FY2023 – 3,668

Fees collected in FY2023 - $550,599

Building Permit fees were increased in FY2023 to place the burden on the contractors/permit applicants and not the General Fund.



CDBG (COMMUNITY DEVELOPMENT BLOCK GRANT) (103 FUND) BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$168,167	$126,345	($41,882)
FUNDING SOURCE(S)	FEDERAL HOUSING AND URBAN DEVELOPMENT (HUD)	FEDERAL HOUSING AND URBAN DEVELOPMENT (HUD)	
PERSONNEL SERVICES	$22,079	$23,401	$1,322
OPERATING	$21,572	$8,820	($12,752)
CAPITAL	$0	$0	-
GRANTS & AIDS & OTHER USES (LOCAL AGENCIES)	$124,516	$94,124	($30,392)

CDBG
TRENDS / CHALLENGES

COCOA
FLORIDA

TRENDS/CHALLENGES

The Community Development Block Grant funds services for local non-profit organizations. In FY2023, the following agencies were funded with CDBG dollars:

- Central Brevard Sharing Center
- Community Services Council
- Salvation Army

In FY2024, the following non-profit organizations will be recommended for funding based on the RFP issued earlier this year:

- Central Brevard Sharing Center
- Community Services Council
- Salvation Army
- Family Promise of Brevard

Remaining CDBG dollars are used for salaries, training, housing activities and repaying the Section 108 Loan for the Dr. Joe Lee Smith Community Center.

CDBG TRENDS / CHALLENGES

COCOA
FLORIDA

CDBG - CV

In 2020, HUD provided the City with Coronavirus (CV) funding ($236,715) to support local non-profits with assisting residents. The assistance for the residents include rent/mortgage and utilities payments for those affected by Covid-19. To date, over $217,000 has been spent supporting our local non-profits helping members of the community.

Local non-profits provided with funds to support the community include:

- Family Promise of Brevard
- Central Brevard Sharing Center
- Community Services Council
- Salvation Army

These funds will continue to be expended in FY2024 and until all funds are expended, with a deadline of July 2026.

HOME (BREVARD COUNTY – HOUSING GRANT) (104 FUND) BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$446,953	$175,021	($271,932)
FUNDING SOURCE(S)	FEDERAL HOUSING AND URBAN DEVELOPMENT (HUD) PASS THRU BY THE COUNTY	FEDERAL HOUSING AND URBAN DEVELOPMENT (HUD) PASS THRU BY THE COUNTY	
PERSONNEL SERVICES	$5,863	$6,281	$418
OPERATING	$364,610	$300	($364,310)
CAPITAL	$0	$0	-
GRANTS & AIDS (CHDO & DOWN PAYMENT ASSISTANCE)	$76,480	$168,440	$91,960

HOME TRENDS/CHALLENGES

COCOA
FLORIDA

TRENDS/CHALLENGES
The HOME Grant funds the City's efforts to support First Time Homebuyers with downpayment assistance and services related to construction/renovations of residential/commercial properties with a CHDO (Community Housing Development Organization) contract. Remaining HOME dollars are used for salaries, training and support services for the City. HUD has decreased funding to the County, thus decreasing funds to the City of Cocoa for FY2024.

SHIP (STATE HOUSING INITIATIVE PROGRAM) (105 FUND) BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$196,317	$379,420	$183,103
FUNDING SOURCE(S)	STATE HOUSING TRUST FUND	STATE HOUSING TRUST FUND	
PERSONNEL SERVICES	$16,906	$18,056	$1,150
OPERATING	$9,386	$1,750	($7,636)
CAPITAL	$0	$0	-
GRANTS & AIDS (HOME REHABILITATION PROGRAM)	$170,025	$359,614	$189,589

SHIP TRENDS/CHALLENGES

COCOA
FLORIDA

TRENDS/CHALLENGES

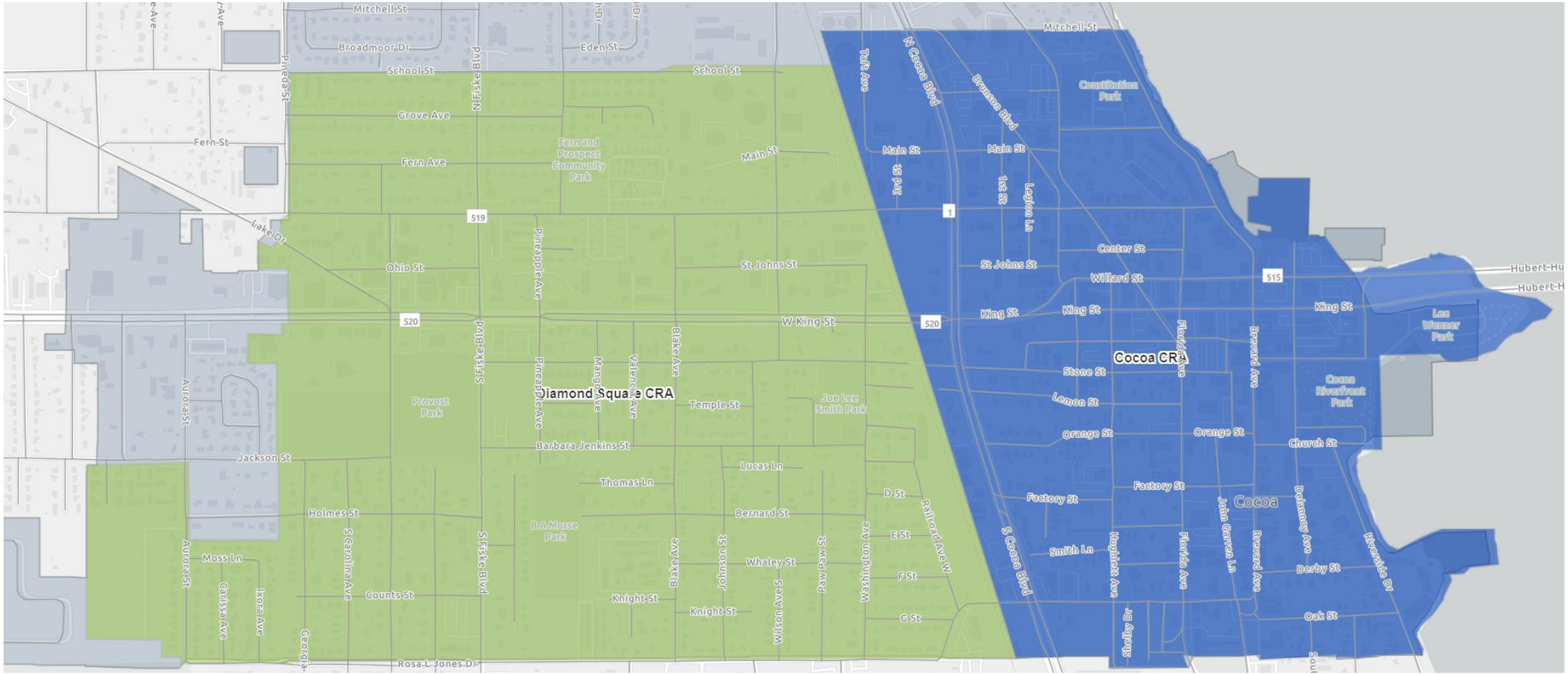
The SHIP Grant funds the City's efforts to support the rehabilitation of homes owned by qualified homeowners in the City. The rehabilitation of homes include roofs, interior renovations, HVAC, appliances, windows/doors, electrical, plumbing and mechanical activities. The average rehabilitation project costs approximately $40,000. With over $288,000 for FY2024, roughly 7 homes can be rehabilitated next year. Our Rehab Waiting List currently sits at 30 residents. There are specific guidelines for qualifications: income, age, disability, are just some of the factors. We anticipate opening the Rehab Waiting List for new applicants in FY2024-2025.

Remaining SHIP dollars are used for salaries, training and support services for the City.

The State of Florida increased SHIP funding for Cocoa in FY2024 as a result of the LIVE Local Act.

COMMUNITY REDEVELOPMENT AGENCIES - MAP

COCOA
FLORIDA



COCOA CRA (110 FUND) BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$3,138,121	$2,524,822	($613,299)
FUNDING SOURCE(S)	COCOA/COUNTY TIF & DIST IV REC	COCOA/COUNTY TIF & DIST IV REC	
PERSONNEL SERVICES	$72,837	$86,867	$14,030
OPERATING	$492,484	$165,155	($327,329)
CAPITAL	$2,350,000	$2,050,000	($300,000)
GRANTS & AIDS (FAÇADE & TXFR TO GF)	$222,800	$222,800	$0

COCOA CRA TRENDS

COCOA
FLORIDA

TRENDS

The Cocoa CRA follows the Cocoa CRA Plan Update of 2022 as its reference for projects to be budgeted annually. In the FY2023 Budget, the primary activities include

- On Street Parking/Village Parking - $750,000
- Lee Wenner Park Parking Construction - $1,500,000
- Lighting/Cameras - $50,000
- Wayfinding/Signage - $50,000

The FY2024 Budget will comprise of the Lee Wenner Park Construction expenses currently expected to go out to bid this summer.

Additionally, the CRA will be engaging with a consultant to conduct a Plan Update to take the CRA through 2041, the sunset date of the Agency. This will provide an opportunity to set goals and priorities for the next 17 years.

DIAMOND SQUARE CRA TRENDS

COCOA
FLORIDA

TRENDS

The Diamond Square CRA follows the DS CRA Plan Update of 2014 as its reference for projects to be budgeted annually. In the FY2023 Budget, the primary activities include

- First Time Homebuyer Assistance - $150,000
- Landscape and Paint Grants for residential homeowners - $30,000
- Park redevelopment - $50,000
- Resurface Diamond Square stamped pavement - $50,000
- Bus Stop Shelter - $50,000

The FY2024 Budget will comprise of the similar expenditures to continue to redevelop Diamond Square.

Additionally, the CRA will be engaging with a consultant to conduct a Plan Update to take the CRA through 2032, the sunset date of the Agency. This will provide an opportunity to set goals and priorities for the next 8 years. The City is engaging the County in discussions to extend the sunset date of the Agency to 2038.



Questions

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

Finance Department



COCOA
FLORIDA

FINANCE DEPARTMENT

COCOA
FLORIDA

Mission

Ensure fiscal sustainability through establishment of and enforcement of effective internal controls over financial reporting. Provide accurate meter readings and billings and provide professional, courteous customer service to internal and external customers.

FINANCE DEPARTMENT OVERVIEW

COCOA
FLORIDA

- Ensure fiscal sustainability through establishment of and effective internal controls over financial reporting.
- Accounting – financial reporting, treasury management, accounting, payroll, accounts payable & accounts receivable, cash management, debt management
- Purchasing – adherence to City policy, processing of City-wide purchases
- Budget – budget development and ongoing oversight
- Utility Support Service – utility meter reading, field services & billing
- Utility Customer Service – cash receipts and customer utility accounts
- Grants – including FEMA-related claims
- Central warehouse – purchasing & distribution of utility and other general materials & equipment



BUDGET COMPARISON

COCOA
FLORIDA

	FY2023 ADOPTED BUDGET	FY2024 BUDGET REQUEST	Increase/(Decrease)
TOTAL	$4,360,630	$4,560,699	$200,069
FUNDING SOURCE(S)	General Fund Revenue And Utility Fund Revenue	General Fund Revenue And Utility Fund Revenue	
PERSONNEL SERVICES	$3,429,132	$3,560,452	$131,320
OPERATING	$923,498	$955,247	$31,749
CAPITAL	$8,000	$45,000	$37,000

MAJOR INCREASES

COCOA
FLORIDA

ITEMS	AMOUNT	EXPLANATION
Contractual services	$11,584	Central Square/First Billing unplanned programming
Utility Billing Postage	$12,000	Increased costs
Repairs & Maintenance	$9,372	Neptune radio read supplies
Fuel	($27,003)	Decreased costs from FY23 (large increases)

TRENDS/ISSUES/CONCERNS

COCOA
FLORIDA

- Recruitment in all areas. Inability to attract qualified candidate pool/lack of applicants.
- Retention of existing employees.
- Need for another payroll position due to complexity of paying employees 6 different ways (5 unions + general employees).



QUESTIONS

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

What's Next…

COCOA
FLORIDA

- **City Council FY2024 Hearings**
  - July 25, 2023 @ 6:00 PM – TRIM Hearing (Set the tentative ad valorem millage rate)
  - August 08, 2023 @ 6:00 PM
    - Resolution – Preliminary Fire Protection Assessment/Rates
    - Resolution – Preliminary Stormwater Assessment/Rates
  - August 22, 2023 @ 6:00 PM
    - Resolution – Final Fire Protection Assessment/Rates
    - Resolution – Final Stormwater Assessment/Rates

- 1ST Public Hearing – September 12, 2023 @ 6:00 PM
  - Vote for a Proposed Millage Rate
  - Vote on the Proposed FY2024 Budget

- 2nd Final Public Hearing – September 26, 2023 @ 6:00 PM
  - Adopt Final Millage Rate
  - Adopt the FY2024 Budget

Legislation Details (With Text)

File #:	23-476	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	8/2/2023			**In control:**	City Council
On agenda:	8/8/2023			**Final action:**	
Title:	Approval of the July 11, 2023 Regular City Council Meeting minutes as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-11-2023 Minutes ADA.pdf Exhibit A-City Council Public Hearings – July 11, 2023.pdf Exhibit B - Concept Plan 'B'.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 2, 2023
Agenda Date: August 8, 2023
Prepared By: Monica Arsenault, Acting City Clerk
Through:
Requested Action:
Approval of the July 11, 2023 Regular City Council Meeting minutes as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the July 11, 2023 Regular City Council Meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

July 11, 2023

A Regular City Council Meeting was held on Tuesday, July 11, 2023, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:00 p.m.

Scott Billue provided the invocation and Chief Lamm 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
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	Asst. City Clerk
ABSENT:	Lorraine Koss	Councilmember

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Lorne Stinnett, Human Resources Manager; Evander Collier, Chief of Police; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Mitch Lawyer, Tech Services Supervisor; Abby Morgan, Interim Public Works Director; and Lisa Richardson, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of July 11, 2023. (23-375)

2. Minutes: (a) Regular Meeting of May 23, 2023 (23-366)
(b) Regular Meeting of June 6, 2023 (23-368)

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve the Agenda as written for the Regular meeting of July 11, 2023.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

* **MOTION by Councilmember Goins; Seconded by Councilmember Dyal, to approve the Minutes of the Regular Meetings of May 23, 2023 and June 6, 2023 as written.**

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. Awards and Presentations:

None.

IV. Delegations:

None.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY2023 Budget, BAF#23-078-T, Transferring Operating Funds for Additional Work Required under Task Order No. 2023-28, Addendum #1 for Jacobs Engineering, Inc. to Provide Additional Task Order Support Services for Operating Revenue Funded Cocoa Utilities Capital Improvement Plan Program Projects, Related to Water Supply and Water Treatment; To Approve Amendment #1 to Jacobs Engineering Task Order No. 2023-28 in the Amount of $85,520.00. (23-342). (Utilities Director)

2. Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of Nash Single Stage Vacuum Pump from Gardner Denver Nash LLC C/O Hudson Pump and Equipment, Inc. of Lakeland, Florida. (23-343). (Utilities Director)

3. Approval to Reallocate Proceeds from the Water and Sewer System Revenue Bonds, Series 2018B; Approve a Resolution Amending the FY 2023 Budget, BAF#23-092-A. Accept the interest revenue earned on the bond proceeds from the Water and Sewer System Revenue Bonds, Series 2018B. (23-357). (Finance Director)

4. Approve a purchase order with V.A. Paving Inc. in the amount of $445,918.05, plus a contingency of $4,081.95 for a total of $450,000, using the Second Amendment to the Piggyback Agreement with V.A. Paving, No. B-6-20-57, from August 22, 2022, through August 21, 2023, to resurface various stretches of roads throughout the City. (23-374). (Interim Public Works Director)

5. Authorize the City Manager to execute the Save Our Indian River Lagoon (SOIRL) Project Cost-Share Funding Interlocal Agreement between Brevard County, Florida, and the City of Cocoa (SOIRL 23-231). Approve Resolution Amending the FY23 Budget BAF#23-085-A, Recognizing the SOIRL Cost-Share Funding Revenue for the construction of the North Fiske Stormwater Pond Floating Wetlands Project. (23-377). (Interim Public Works Director)

6. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Seven Replacement Kits with Installation for Coplastix (isolation) Sluice Gates in Sellers Bardenpho System with Alfa Laval, Inc., 5400 International Trade Drive, Richmond, VA, 23231, and to Authorize the City Manager to Negotiate and Approve Related Agreements and Purchases for $41,205. (Utilities Director) (23-378). (Utilities Director)

7. Approve a Resolution Amending the FY 2023 Budget, BAF #23-086-A, to accept year 3 of grant revenue from the Florida Department of Agriculture and Consumer Services Division of Administration contract # 20-DG-11083112-001 for tree planting at Bracco Pond Park in the amount of $15,000. (23-379). (Interim Public Works Director)

8. Authorize the City Manager to execute the Florida Department of Environmental Protection’s (FDEP) Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Grant Agreement for the construction/design of City of

Cocoa Stormwater Improvement Projects. Approve the City Manager to execute a task order with Mead & Hunt under a continuing services contract for the design of the US1 and Forrest Ave. stormwater pond that is funded under the grant agreement with FDEP. (23-380). (Interim Public Works Director)

9. Approve a Resolution Amending the FY23 Budget, BAF # 23-091-T, to change ARPA/SLFRF allocations, to purchase information technology critical infrastructure. (23-381). (Chief Technology Officer)

This item is confidential and not for public release per FS 119.0725.

10. Approve an Addendum to extend the Master Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC., Authorize the City Manager to approve Purchase Orders for Ferguson Enterprises LLC. for up to $1,900,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY24 Budget. (23-385). (Finance Director)

11. Approval of Resolution Amending the FY23 Budget, BAF # 23-088-T Transferring Funds for Planning and Surveying Services. (23-389). (Finance Director)

12. Announcement of Mayor Blake, Deputy Mayor Hearn and Councilman Goins to Attend the Florida League of Cities Annual Conference from August 10, 2023 - August 12, 2023. (23-393). (Administrative Services Director)

13. Approval of a Resolution Amending the FY23 Budget BAF #23-089-A to Provide Budget for a Sewer Impact Fee Refund to Evergreen Integra Cocoa, LLC. (23-398). (Utilities Director)

14. Approve Participation in Cooperative Purchasing Agreements for the Purchase of New Vehicles Utilizing Sourcewell Contracts 101221-SCA, 091521-NAF & 060920-NAF and Bradford County Sheriff Contract BCSO 22-27-1.0 Authorize City Manager to execute Purchase Orders to Contract associated Dealers. (23-399). (Interim Public Works Director)

15. Approval of the revised Emergency Pay Policy. (23-401). (Administrative Services Director)

16. Approve Resolution No. 2023-069 revising the Building Permit Fee Schedule related to the issuance of building permits pursuant to the Florida Building Code repealing Resolution 2022-085 in its entirety. (23-406). (Community Services Director)

17. Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020, Renewed Through August 7, 2023; and To Authorize a Budgeted Expenditure for these Services not to Exceed $84,875. (23-408). (Utilities Director)

(B) Multi-Year Contracts:

18. Approve Participation in a Multi-Year Piggyback Agreement with Connect Consulting Inc. to Provide Services for the Design and Permitting Phase of the New Well 17 Project (WS20DW) Utilizing the City of Palm Coast, Florida, RFSQ-CD-20-31 Contract, effective February 21, 2020 through February 21 2022, with a one (1) year renewal executed on January 3, 2022 and January 10, 2023 (new end date on February 21, 2024); To Authorize the City Manager to Execute the Piggyback Agreement and any Amendments and Renewals Under the Existing Contract; To Authorize the City Manager to Approve a Purchase Order to Connected Consulting Inc. in the Amount of $57,250.00. (23-332). (Utilities Director)

19. Consider approval of a multi-year contract between the School Board of Brevard County, and the City of Cocoa for the renewal of up to three (3) school resource officers for the school year 2023-2024, beginning July 1, 2023, and ending June 30, 2024, and authorize the City Manager and City Attorney to finalize and execute the contracts with the Brevard County School Board. Also authorize the City Manager and City Attorney to finalize and execute the contract and MOU with Emma Jewel Charter Academy for one (1) school resource officer. Budgetary Impact for FY24, Pending the Approval of the Adoption of the FY24 Budget. (23-373). (Chief of Police)

20. Approve a Resolution amending the FY23 Budget, BAF #23-087-IFT for purposes of making a purchase of critical technology infrastructure utilizing a GSA Contract and authorize the City Manager to execute a multi-year contract and any contract extensions. (23-390). (Chief Technology Officer)

This item is confidential and not for public release per FS 119.0725.

21. Council Approval to Enter into a Three-Year Multi-Year Contract with Fifth Asset, Inc. d/b/a Debtbook for Lease, Debt and Service-as-a-Business Accounting. (23-391). (Finance Director)

22. Approve a Multi-year Task Order 2023-31 with Jacobs Engineering Group, Inc. (Jacobs) for the engineering services for the design, permitting, and services during construction of the above grade wellhead facilities for the Dyal New Well 17 project (WS20DW). (23-394). (Utilities Director)

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve the Consent Agenda.**

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. Public Hearings:

1. Second Reading of Ordinance No. 05-2023: Amending City Manager Purchasing Approval Authority and purchasing guidelines. (23-344). (Finance Director)

City Attorney Garganese announced that this is the second and final reading of Ordinance No. 05-2023 and read the title into the record as follows:

ORDINANCE NO. 05-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-4 OF THE CITY CODE RELATED TO PURCHASING AND CONTRACT PROCEDURES; AMENDING SECTION 2-78 RELATED TO FINANCIAL POLICIES AND PROCEDURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

There being no questions or comments from the Council, Mayor Blake opened the hearing to the public.

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

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to approve Ordinance No. 05-2023 on Second and Final Reading.**

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Pass on First Reading of Ordinance 09-2023: Zoning Text AMENDMENT regarding the list of permitted and special exception uses related to Self-Service Storage Facilities. (23-396). (Community Services Director)

City Attorney Garganese announced that this is the first reading of Ordinance No. 09-2023 and read the title into the record as follows:

ORDINANCE NO. 09-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 19 AND 22, OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO AMEND THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES RELATED TO SELF-SERVICE STORAGE FACILITIES IN THE M-2 DISTRICT AND CERTAIN SUBDISTRICTS OF THE COCOA WATERFRONT OVERLAY DISTRICT AND RELATED TO RETAIL AUTOMOTIVE GASOLINE/FUEL SALES AND ACCESSORY CONVENIENCE STORES AND RESTAURANTS IN THE M-2 DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Neuterman provided a brief presentation[1] on the item. She explained that the proposed change for self-service storage facilities would allow this use as a special exception on parcels that are 4 acres or less. This would promote growth on the smaller lots within this district, while still preserving larger parcels for more intense industrial uses, which are encouraged in M-2. The proposed change also corrects the Cocoa Waterfront Overlay subdistrict use table by removing this use within the underlying Central Business District.

Additionally, the Planning & Zoning Board unanimously voted to recommend this Ordinance to Council.

[1] Exhibit A: City Council Public Hearings – July 11, 2023

Kim Rezanka, representing attorney of the client, stated that she approves of the Planning & Zoning's recommendation and requests that the City Council offer their approval as well.

Michael DiChristopher, Merritt Island resident, added that he also approves of the Planning & Zoning Board's recommendation and asked the Council to approve the item. He provided a conceptual plan[2] to the Council.

There being no questions or comments from the Council, Mayor Blake opened the hearing to the public.

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

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn, to approve Ordinance No. 09-2023 on First Reading.**

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Pass on First Reading of Ordinance 08-2023: Zoning Text AMENDMENT regarding accessory structure regulations. (23-397). (Community Services Director)

City Attorney Garganese announced that this is the first reading of Ordinance No. 08-2023 and read the title into the record as follows:

ORDINANCE NO. 08-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE SUPPLEMENTAL DISTRICT REGULATIONS OF THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATED TO ACCESSORY STRUCTURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Neuterman provided a brief presentation on the item, explaining that the City Council requested Staff to review and provide recommendations to update

[2] Exhibit B: Concept Plan 'B'

requirements related to setbacks for Accessory Structures at the March 20, 2023 Meeting. The City Council further discussed staff's recommended changes to setbacks related to Accessory Structures at the April 25, 2023 Meeting and requested Staff to proceed with the text amendment.

Ms. Neuterman reviewed the main changes to the ordinance and shared that the Planning & Zoning Board unanimously voted to recommend approval of this ordinance to the City Council.

There being no questions or comments from the Council, Mayor Blake opened the hearing to the public.

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

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to approve Ordinance No. 08-2023 on First Reading.**

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Pass on First Reading of Ordinance 06-2023: To change the Future Land Use Map designation of (1) parcel of real property totaling approximately 5.88 acres from City of Cocoa "Commercial" to City of Cocoa "High Density Residential." (23-402). (Community Services Director)

City Attorney Garganese announced that this is the first reading of Ordinance No. 06-2023 and read the title into the record as follows:

ORDINANCE NO. 06-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 5.88 ACRES, MORE OR LESS, LOCATED NORTHWEST OF THE INTERSECTION OF FORREST AVENUE AND GRIMES STREET, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM COMMERCIAL TO HIGH DENSITY RESIDENTIAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES

AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Ms. Neuterman provided a presentation on the item and explained that the subject property is 5.88 acres and is located at 825 Forrest Avenue. The City is requesting to change this parcel from Commercial to High Density Residential FLU. The property owner intends to construct multi-family units on a portion of the property, if the amendment and a subsequent zoning map amendment for a portion of the property is approved.

Additionally, the subject property was previously zoned RU-2-25 and RU-2-15 prior to it being rezoned to Institutional. The Institutional zoning was to allow an electronic sign to be placed.

Ms. Neuterman noted that the Future Land Use of the surrounding area is a combination of Commercial, Neighborhood Commercial, High Density Residential, Medium Density Residential and Mixed-Use. All of these uses promote higher density residential development.

She added that the Planning & Zoning Board voted 5-4 to recommend this ordinance to City Council.

There being no questions or comments from the Council, Mayor Blake opened the hearing to the public.

Paul Kamus, 116 Olive St., Cocoa, shared that he's had the chance to speak with his neighbors and they were not aware of the item this evening. They have concerns about the homeless being housed on the property.

Councilmember Goins asked Mr. Kamus if their main concern is long-term residency. In response, Mr. Kamus explained that he has lived there since 1990 and he, along with his neighbors, are noticing the increase in foot traffic. He shared that there have been some burglaries in their area and so concerns have arisen.

Scott Billue, Pastor and Founder of Matthew's Hope, explained that they have experienced zero crime in the thirteen months they've been there. He added that there are around forty children that are attending their Montessori school and have that opportunity because of Matthew's Hope success. He added that they have security cameras on the property and shared some of the other things that they are doing.

Councilmember Goins added that he sees both sides, however he expressed that he is in support of the program because there are a lot of people that need help right now. There are single mothers with kids that can't afford rent and this program is there to help them.

Deputy Mayor Hearn attested that Mr. Billue's door really is always open. He has toured the facility and there is a big accountability factor in his program.

Carolyn Haslam, Ackerman LLP, representing The Porchlight Foundation who is partnering with Matthew's Hope, wished to make a few points of clarification. She explained that this has always been a progress where the community would be serviced immediately while they raised the money to expand the program. They are working to redevelop the existing classrooms at the facility and they are here for approval to allow for more housing in the future.

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

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve Ordinance No. 06-2023 on First Reading.**

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY[3] (4-0)

5. Pass on First Reading of Ordinance 07-2023: Adopting a Large-Scale Comprehensive Plan Text Amendment. (23-404). (Community Services Director)

City Attorney Garganese announced that this is the first reading of Ordinance No. 07-2023 and read the title into the record as follows:

ORDINANCE NO. 07-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU-1-7 ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND TO PROVIDE THE INSTITUTIONAL ZONING DISTRICT IS AN ALLOWABLE ZONING

[3] Councilmember Dyal left the meeting at 6:35pm & returned at 6:36pm

DISTRICT IN MULTIPLE FUTURE LAND USE CATEGORIES; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Ms. Neuterman shared that the City is requesting this change to help encourage development within the Medium Density Residential (MDR) Land Use by adding single family residential (RU-1-7) as an allowable use. Currently there are a number of vacant properties zoned RU-1-7 within the MDR that cannot be developed due to this conflict in the land use table. There are also a number of existing developed properties with this inconsistency. Additionally, MDR allows for RU-2-15. RU-2-15 zoning district allows for single-family development as regulated by RU-1-7. Ms. Neuterman pointed out that this amendment is already consistent with the City's zoning code.

Ms. Neuterman explained that the City is also initiating an amendment to clarify that the Institutional Zoning District is an allowable use within High Density Residential, Neighborhood Commercial, and Commercial Future Land Uses, rather than only Open Space Recreational and Institutional Future Land Uses.

As part of Ordinance 13-2023, the City created the Institutional Zoning District to provide locations for public and semi-public facilities of religious, educational, health, or cultural nature. The intent was to help ensure that these uses were properly integrated into the community and institutional uses are already allowed in most of the remaining Future Land Use Categories.

There being no questions or comments from the Council, Mayor Blake opened the hearing to the public.

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

* **MOTION by Deputy Mayor Hearn; Seconded by Mayor Blake, to approve Ordinance No. 07-2023 on First Reading.**

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

VII. Council Business:

1. Approval to utilize the Construction Manager at Risk approach for Various Park Improvement Projects. (23-387). (Interim Public Works Director)

Ms. Morgan provided a brief background of the item, explaining that Council directed staff to design and construct certain improvements within City-owned parks that are maintained by Brevard County Parks & Recreation through an inter-local agreement. The interlocal agreement does not include the cost and construction of the improvements the Council desires to make to the Cocoa parks. These improvements are funded through a combination of fund balances and American Rescue Plan Act funds (ARPA).

Ms. Morgan elaborated on the CMAR approach and shared that the CMAR contract will generate a Guaranteed Maximum Price (GMP) that will be brought back to the Council for award.

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve utilizing the Construction Manager at Risk approach for various park improvement projects.**

Councilmember Goins asked if the reason why the City hasn't received any bids is due to the program the City uses, Vendor Link. In response, City Manager Whitten explained that he doesn't necessarily believe vendors need a subscription to Vendor Link to see the City's bids, but the City also advertises them on the website as well. He noted that staff can look at other subscriptions but ultimately, he believes that it is possible that vendors are just overwhelmed with work. Another issue is that they are overbidding what the City has budgeted.

Further discussion was held on the benefits of using the Construction Manager at Risk approach.

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. City Business:

1. Approve Resolution 2023-077, affirming the proposed redevelopment of the Dr. Joe Lee Smith Center is consistent with local plans and regulations, to be included in the application packet for the Community Contribution Tax Credit to the Florida Department of Economic Opportunity. (23-421). (Community Services Director)

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

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 5/31/2023. (23-352). (Finance Director)

2. FY 2023 May Budget Adjustment Report. (23-355). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (23-358). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (23-359). (Finance Director)

X. Reports:

Deputy Mayor Hearn stated that District 2 has a lot of positive activity going on and he is looking forward to the rest of the year.

Councilmember Dyal shared that the Fourth of July event was a lot of fun. He also thanked the Building Department for issuing a permit that he needed for the conduit at his house.

Councilmember Goins talked about some lots in Diamond Square that they would like to build on, but can't due to restrictions. He'd like to bring this issue back to Council at a future date. In response, City Manager Whitten asked Councilmember Goins to bring back a list of the properties he is referring to and they can address any non-conforming issues.

Mayor Blake shared some photos from some recent events he attended over the last month. He attended a Change of Command event at Port Canaveral, a recognition event in honor of Ed Lanni, and the Space Coast League of Cities dinner where he was presented with a Hometown Hero Award.

XI. Adjournment:

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to adjourn the Regular meeting of July 11, 2023.**

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 7:04 p.m.

_____
Michael C. Blake, Mayor

ATTEST:

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

Exhibit A: City Council Public Hearings – July 11, 2023

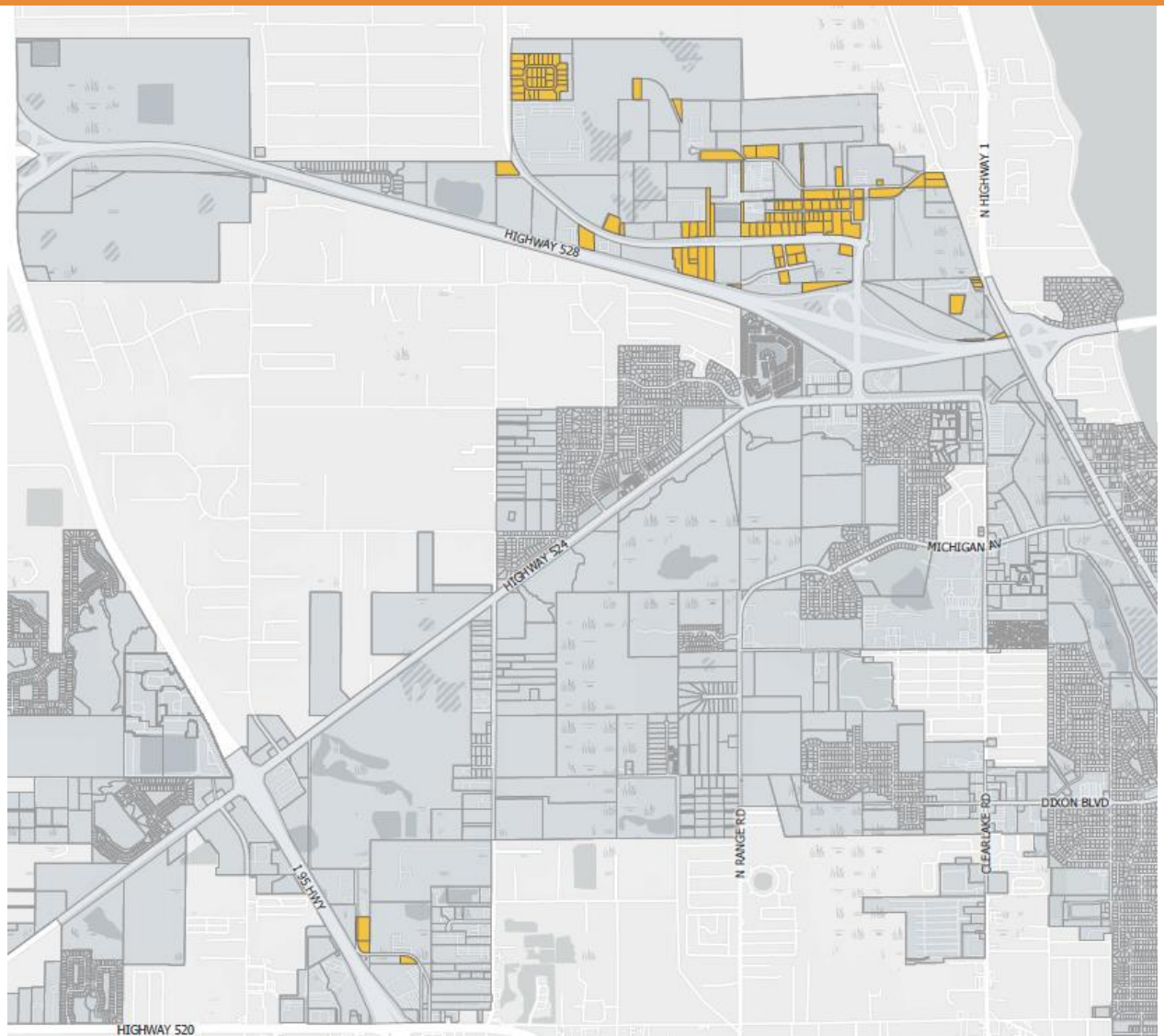
City Council Public Hearing

July 11, 2023

Consideration of Zoning Text Amendment (Ordinance 09-2023)

- Consider approval of first reading of Ordinance 09-2023: Zoning Text AMENDMENT regarding the list of permitted and special exception uses related to Self-Service Storage Facilities within the M-2 Zoning District and certain subdistricts of the Cocoa Waterfront Overlay District and related to Retail Automotive Gasoline/Fuel Sales and Accessory Convenience Storages and Restaurants in the M-2 Zoning District.
- The proposed change for self-service storage facilities would allow this use as a special exception on parcels that are 4 acres or less. This would promote growth on the smaller lots within this district, while still preserving larger parcels for more intense industrial uses, which are encouraged in M-2. The proposed change also corrects the Cocoa Waterfront Overlay subdistrict use table by removing this use within the underlying Central Business District.

Consideration of Zoning Text Amendment (Ordinance 09-2023)



M-2- Manufacturing and Industrial Zoning: Less than or equal to 4 acres

May 09, 2023

City of Cocoa Zoning

- M-2 - Manufacturing and Industrial (130 parcels)
- Cocoa Parcels
- Cocoa City Boundary

COCOA FLORIDA

Consideration of Zoning Text Amendment (Ordinance 09-2023)

- The proposed change for retail automotive gasoline/fuel sales and accessory convenience stores and restaurants is related to the spacing requirements. Currently this use is not allowed within 4,000 feet of a property with the same proposed use, regardless of the zoning district. Staff believes that the intent of the spacing requirements was for the distance requirements to only apply within the same district.
- This amendment clarifies that the 4,000 feet only applies within this district. This will continue to maintain separation of these uses within the district and provide for gasoline stations capable of servicing heavier industrial uses.

Consideration of Zoning Text Amendment (Ordinance 09-2023)

- Staff has determined this amendment to be consistent with both the Code of the City of Cocoa and the Comprehensive Plan Policies and Objectives
- The Planning & Zoning Board unanimously voted to recommend this Ordinance to City Council.
- Staff recommends **APPROVAL** to the City Council of Ordinance 09-2023.

Consideration of Zoning Text Amendment (Ordinance 08-2023)

- Consider approval of the first reading regarding Ordinance 08-2023: Zoning Text AMENDMENT regarding accessory structure regulations.
- City Council requested Staff to review and provide recommendations to update requirements related to setbacks for Accessory Structures at the March 20, 2023 Meeting
- City Council discussed Staff's recommended changes to setbacks related to Accessory Structures at the April 25, 2023 Meeting and requested Staff to proceed with the text amendment
- The main changes related to this ordinance are:

Consideration of Zoning Text Amendment (Ordinance 08-2023)

- Remove the required building to building setbacks on the same lot. Currently, no structure can be constructed within 10 feet of a building on the same lot. This would include small sheds or pump houses that residents typically have adjacent to their homes. The change includes that no accessory structure may be placed to obstruct any ingress or egress points (exterior doors or windows)
- Clarify that only home-based businesses per FS 559.955 are allowed, except that retail transactions cannot be conducted within the accessory structure as provided in that statute.
- Clarify that “lots fronting two streets” means a through lot, which sits parallelly between two public or private roadways and it does not apply to corner lots.
- Provide direction that when accessory structures are constructed on corner lots, the front and corner lot setbacks will apply for the side adjacent to the roadway.

Consideration of Zoning Text Amendment (Ordinance 08-2023)

- Staff has determined this amendment to be consistent with both the Code of the City of Cocoa and the Comprehensive Plan Policies and Objectives
- The Planning & Zoning Board unanimously voted to recommend this Ordinance to City Council.
- Staff recommends **APPROVAL** of Ordinance 08-2023.

Consideration of FLUM Amendment (Ordinance 06-2023)

- Consideration of first reading of Ordinance 06-2023, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, to change the Future Land Use Map designation of (1) parcel of real property totaling approximately 5.88 acres from City of Cocoa "Commercial" to City of Cocoa "High Density Residential."
- Subject Property is 5.88 Acres located at 825 Forrest Avenue
- City is requesting to change this parcel from Commercial to High Density Residential FLU
- The property owner intends to construct multi-family units on a portion of the property, if the amendment and a subsequent zoning map amendment for a portion of the property is approved
  - Possible Zoning Districts in High Density Residential FLU are: RU-2-15 (15 du/acre max); RU-2-25 (25 du/acre max); PUD; (INST)

PZ-Consideration of FLUM Amendment (Ordinance 06-2023)

- The subject property was previously zoned RU-2-25 and RU-2-15 prior to it being rezoned to Institutional. The Institutional zoning was to allow an electronic sign to be placed.
- The Future Land Use of the surrounding area is a combination of Commercial, Neighborhood Commercial, High Density Residential, Medium Density Residential and Mixed-Use. All of these uses promote higher density residential development.
  - The neighboring properties to the south on Hilcrest and Grimes Street are currently single-family residential but have a Commercial Future Land Use and RU-2-15 zoning
  - High Density Residential is prevalent south of Highland to Center Street in the vicinity
- The property is located between principal arterial (US-1) and minor arterial (Forrest Ave) roadways. Access to these larger capacity roadways is typical for High Density Land Uses.
- Staff does not expect the level of service of public facilities to be diminished beyond their acceptable levels of service with this change.

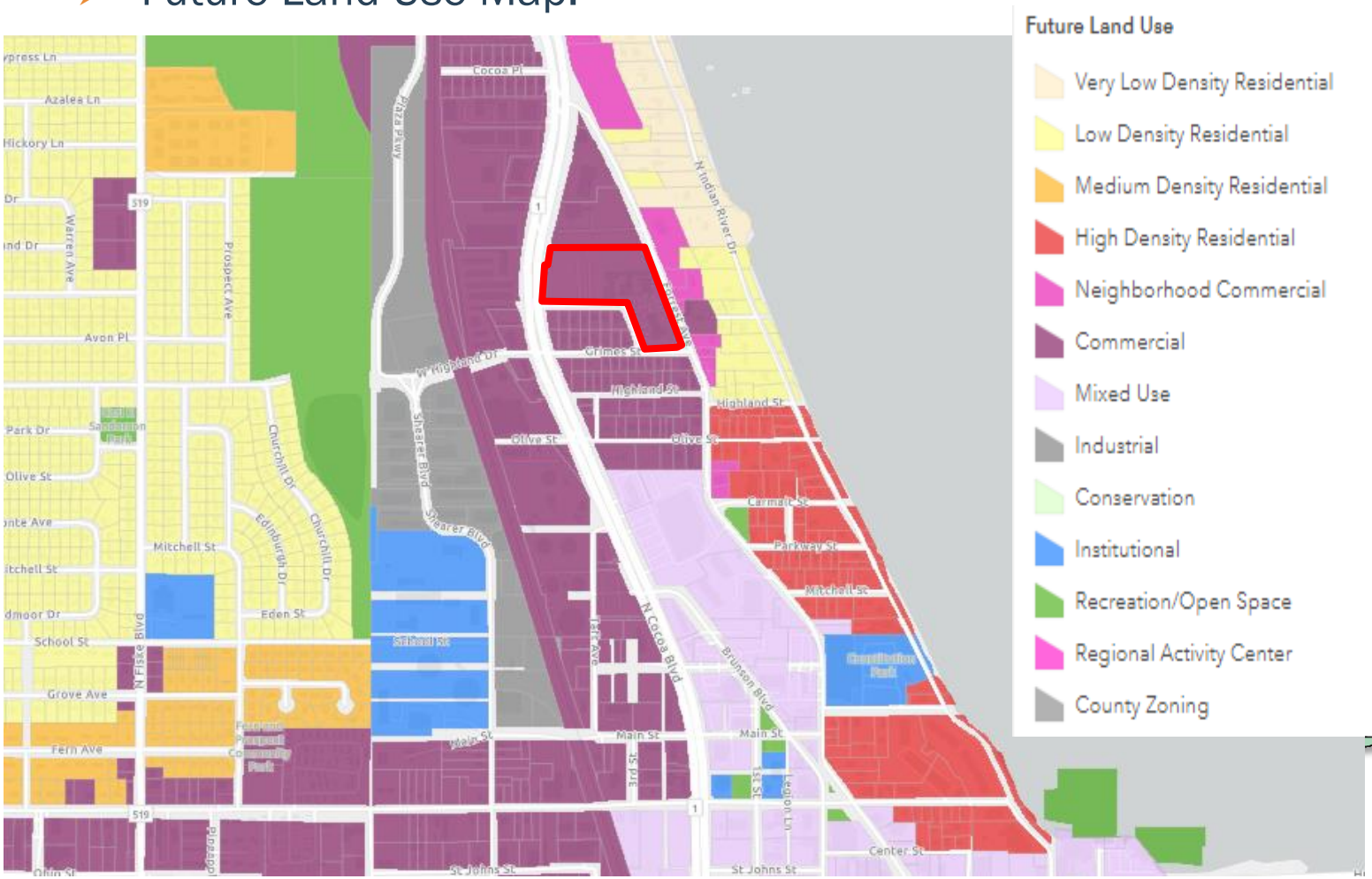
Consideration of FLUM Amendment (Ordinance 06-2023)

- Location Map:



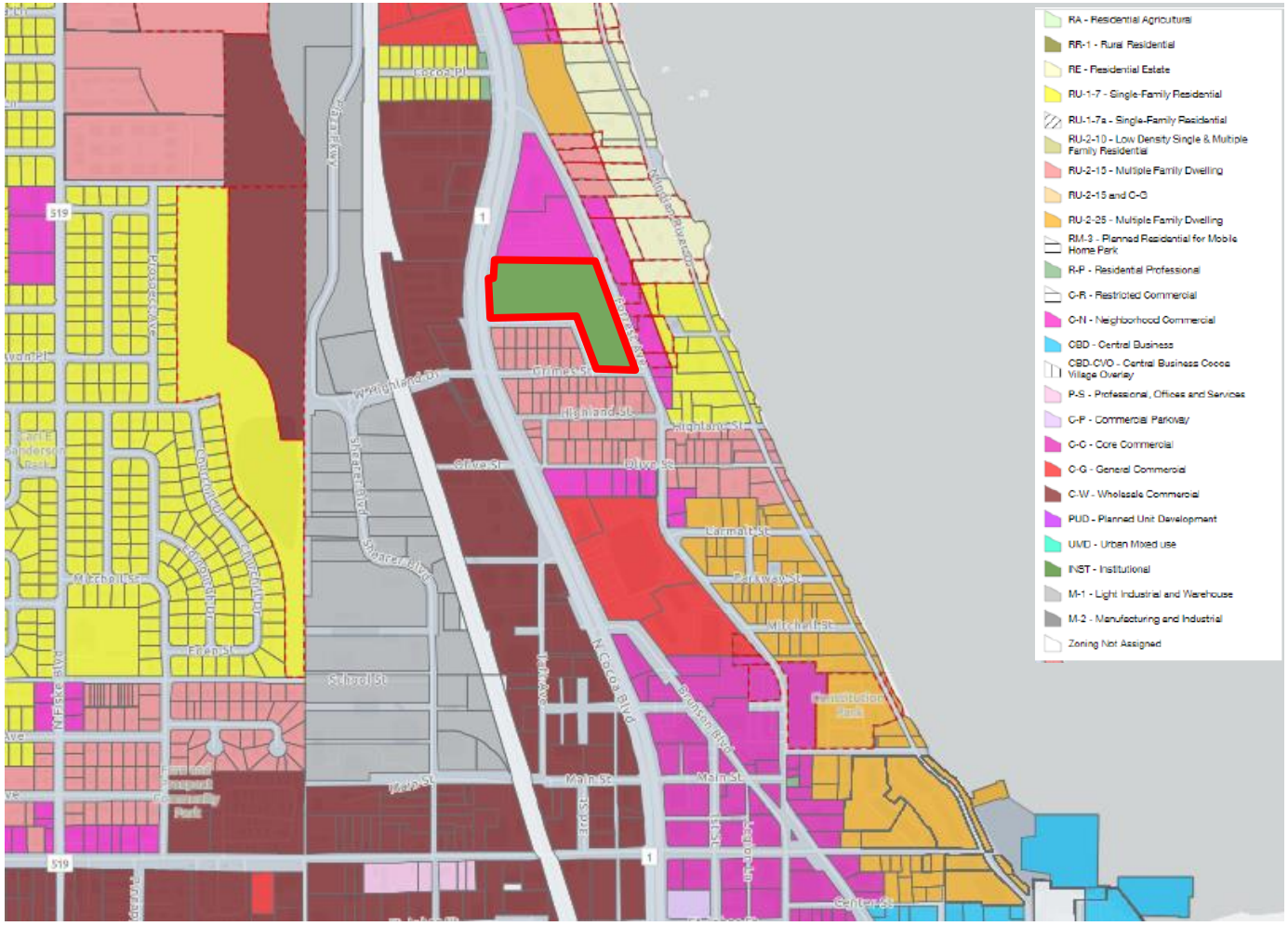
Consideration of FLUM Amendment (Ordinance 06-2023)

- Future Land Use Map:



Consideration of FLUM Amendment (Ordinance 06-2023)

- Zoning Map:



Consideration of FLUM Amendment (Ordinance 06-2023)

- Staff has determined this amendment to be consistent with both the Code of the City of Cocoa and the Comprehensive Plan Policies and Objectives
- The Planning & Zoning Board voted 5-4 to recommend this Ordinance to City Council.
- Staff recommends **APPROVAL** of Ordinance 06-2023.

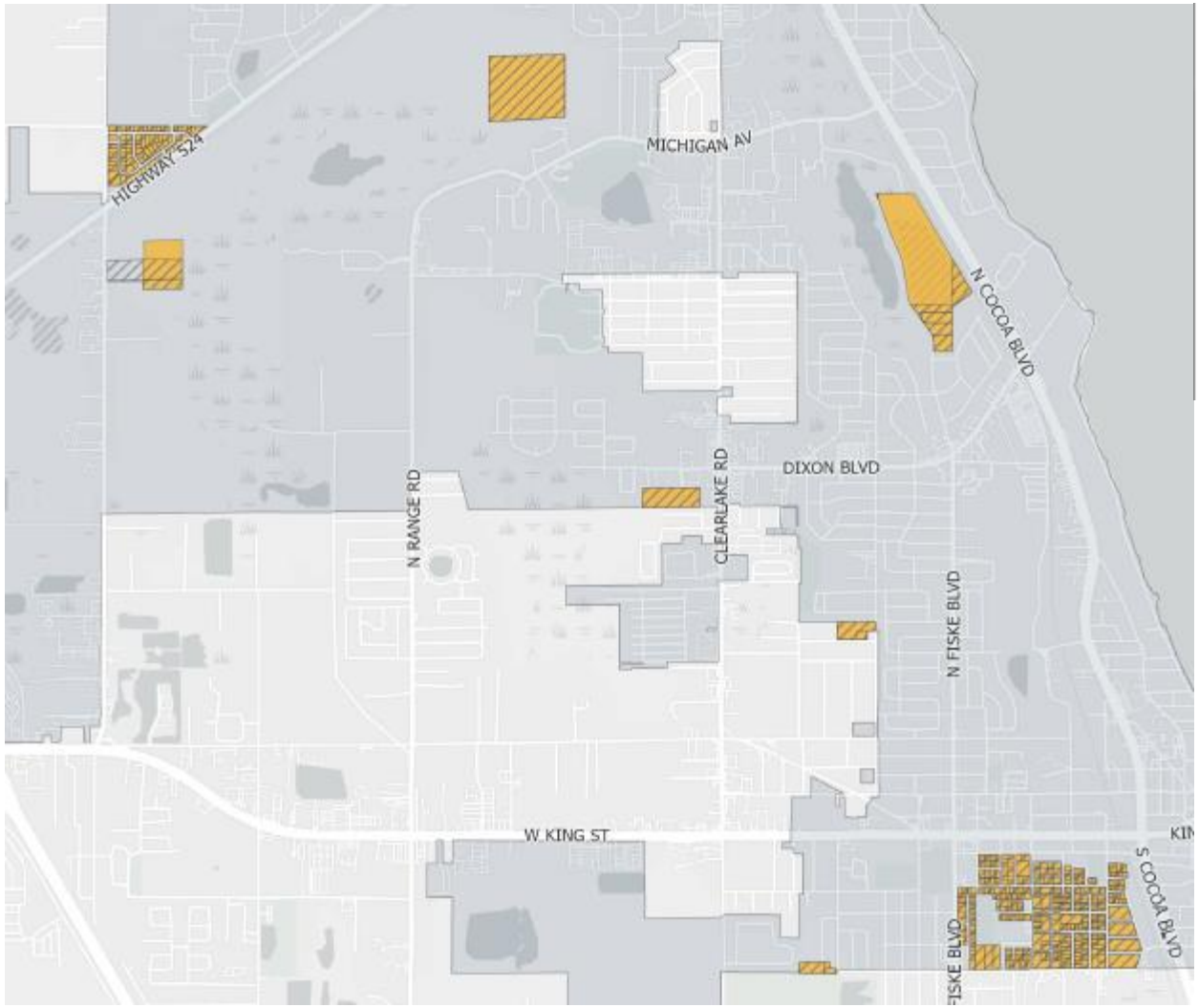
Consideration of Comprehensive Plan Text Amendment (Ordinance 07-2023)

- Consideration of the first reading of Ordinance 07-2023, adopting a Large-Scale Comprehensive Plan Text Amendment; amending figure FLU-1 set forth in the Future Land Use element to provide the RU-1-7 Zoning District as an allowable Zoning District in the Medium Density Residential Future Land use category and to provide the Institutional Zoning District as an allowable Zoning District in multiple Future Land Use categories.
- City is requesting this change to help encourage development within the Medium Density Residential (MDR) Land Use by adding single family residential (RU-1-7) as an allowable use.
- Currently there are a number of vacant properties zoned RU-1-7 within the MDR that cannot be developed due to this conflict in the land use table. There are also a number of existing developed properties with this inconsistency.
- MDR allows for RU-2-15. RU-2-15 zoning district allows for single-family development as regulated by RU-1-7. Therefore, this amendment is already consistent with the City's zoning code.

Consideration of Comprehensive Plan Text Amendment (Ordinance 07-2023)

- Ordinance 07-2023, the City is also initiating an amendment to clarify that the Institutional Zoning District is an allowable use within High Density Residential, Neighborhood Commercial, and Commercial Future Land Uses, rather than only Open Space Recreational and Institutional Future Land Uses.
- As part of Ordinance 13-2023, the City created the Institutional Zoning District to provide locations for public and semi-public facilities of religious, educational, health, or cultural nature.
- The intent was to help ensure that these uses were properly integrated into the community and institutional uses are already allowed in most of the remaining Future Land Use Categories

Consideration of Comprehensive Plan Text Amendment (Ordinance 07-2023)



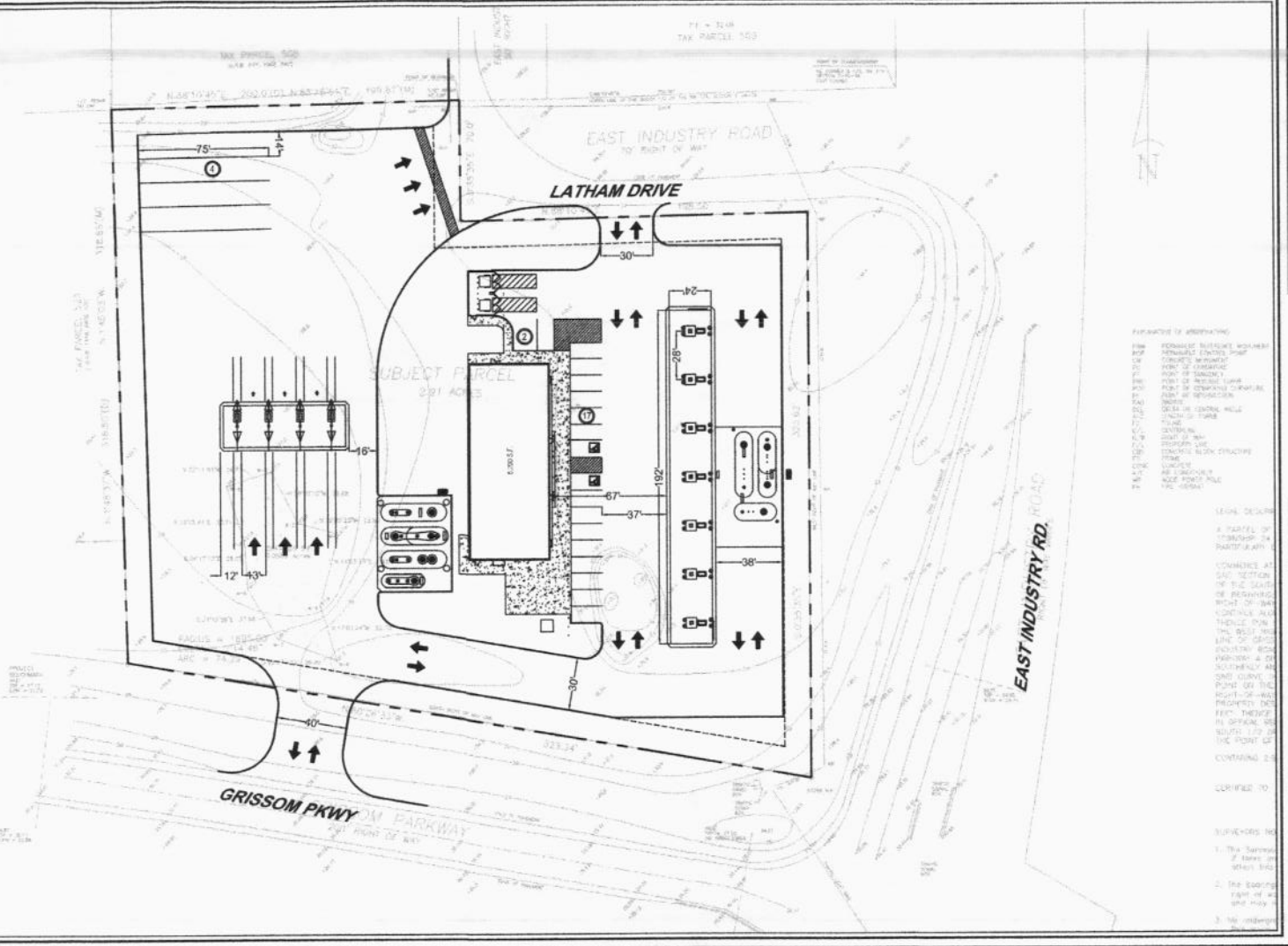
MEDIUM DENSITY RESIDENTIAL
FUTURE LAND USE
CONFLICTING WITH RU-1-7 ZONING

May 31, 2023

- RU-1-7 - Single Family Residential (454 parcels)
- Medium Density Residential
- Cocoa City Boundary

Consideration of FLUM Amendment (Ordinance 07-2023)

- Staff has determined this amendment to be consistent with both the Code of the City of Cocoa and the Comprehensive Plan Policies and Objectives
- The Planning & Zoning Board unanimously voted to recommend this Ordinance to City Council.
- Staff recommends **APPROVAL** of Ordinance 07-2023.



VICINITY MAP



60 30 15 0 60

1"= 60'

SITE DATA TABLE

JURISDICTION	Cocoa, FL
SITE AREA	2.91 ACRES
BUILDING AREA	5,200 SQFT
CURRENT ZONING	TBD
FRONT SETBACK (ROW)	TBD
SIDE SETBACK	TBD
REAR SETBACK	TBD
FRONT/SIDE/REAR YARD BUFFER	TBD
REQUIRED PARKING	TBD
PARKING PROVIDED (TOTAL)	15 R, 4 HSD, 2 ACC

NOTES:

1. THE CONCEPT REPRESENTED HEREIN IDENTIFIES A DESIGN CONCEPT RESULTING FROM LAYOUT PREFERENCES IDENTIFIED BY OWNER COUPLED WITH A PRELIMINARY REVIEW OF ZONING AND LAND DEVELOPMENT REQUIREMENTS AND ISSUES. THE FEASIBILITY WITH RESPECT TO OBTAINING LOCAL, COUNTY, STATE, AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION AND VERIFICATION OF SAME REQUIREMENTS AND PROCUREMENT OF JURISDICTIONAL APPROVALS.

2. THE CONCEPTUAL PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A ZONING AND/OR CONSTRUCTION DOCUMENT. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON INFORMATION THAT WAS SUPPLIED TO BOHLER ENGINEERING AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE UPON AVAILABILITY OF ADDITIONAL INFORMATION.

Concept Block

CONCEPT PLAN 'B'

NWC Grissom Pkwy & Industrial Rd.

Cocoa, FL

06/13/23

Legislation Details (With Text)

File #:	23-376	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/13/2023			**In control:**	City Council
On agenda:	8/8/2023			**Final action:**	
Title:	Council Approval to Apply for the Institute of Police Technology and Management (IPTM) Florida Department of Transportation (FDOT) High Visibility Enforcement Effort (HVE) Grant and Approval for the City Manager to Enter into a Memorandum of Understanding with IPTM. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	HVE Grant Application - CityMgr signed.pdf FDOT HVE Grant info.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 13, 2023
Agenda Date: August 8, 2023
Prepared By: Susan L. Lambert, Administrative Assistant, CAP-OM
Through: Evander Collier, IV, Chief of Police
Requested Action:
Council Approval to Apply for the Institute of Police Technology and Management (IPTM) Florida Department of Transportation (FDOT) High Visibility Enforcement Effort (HVE) Grant and Approval for the City Manager to Enter into a Memorandum of Understanding with IPTM.

BACKGROUND:

The Florida Department of Transportation (FDOT) has done studies throughout the State of Florida and has determined that our area is one of twenty-five (25) priority counties handling traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists. In identifying this trend, FDOT has allocated a minimum of $5,000 in overtime reimbursement to the Cocoa Police Department to help address Florida's High Visibility Enforcement (HVE) for Pedestrian and Bicycle safety program.

The Police Department is requesting approval to apply for these funds and give the City Manager approval to enter into a Memorandum of Understanding with the Institute of Police Technology and Management. A budget amendment will be brought to Council upon approval of the grant award.

STRATEGIC PLAN CONNECTION:

Public Safety.

BUDGETARY IMPACT:

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

The Department will come back to Council to amend the budget if awarded the grant.

Amount Requested	$5,000
Account Number	_001-2100-521.14-00
Account Name	_Overtime (GR2304)

Source of Funds: __X__ Grant Source:_FDOT Funding

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

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

INTERNAL GRANT APPLICATION FORM

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

DEPARTMENT: Police	**DIVISION:** 2100
POINT OF CONTACT: Susan L. Lambert	**PROJECT MANAGER:** Patrick Dovale
NAME OF GRANT: Alert Today Florida High Visibility Enforcement (HVE) for Pedestrian and Bicycle Safety	
Assistance Listing#/CFSA#:	**FUNDING AGENCY:** FDOT
AMOUNT REQUESTED: $ 5,000+	**GRANT DUE DATE:** 08/31/2023

PROJECT DESCRIPTION:

This is an overtime reimbursement grant in which an operational plan must be submitted and officers who have attended the mandatory 4-hour training course with the Institute of Police Technology and Management (IPTM) at the University of North Florida will work each overtime detail. An MOU must be entered into with the City of Cocoa to educate the public in safe driving, walking and biking behaviors and to increase compliance with traffic statutes in a specified area.

MATCH REQUIRED: No **(IF YES, HOW MUCH :) $** n/a	**TARGET DATE TO COUNCIL:** 08/08/2023
REIMBURSEMENT GRANT: No	**REIMBURSEMENT SCHEDULE:**

WHAT ARE THE REPORTING REQUIREMENTS?

Submit regular invoices and record activity of each completed enforcement operation by location. The program will be administered by a contract with IPTM at the University of North FL and regular documentation is a primary component of the program. The IPASS system must be used to submit reports and invoices. There is a tutorial online.

FUTURE REQUIREMENTS TO CONSIDER:

FICA, Retirement and WC are allowable costs, however, health insurance, education pay, incentive pay, car usage, etc. is not. There is a chance that this may be more than the $5,000 if other agencies do not submit for the funds.

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Institute of Police Technology and Management

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

May 12, 2023

Chief Evander Collier IV
Cocoa Police Department
1226 W. King Street
Cocoa, Florida 32922

RE: Alert Today Florida High Visibility Enforcement for Pedestrian and Bicycle Safety
Proposed Funding for Cocoa Police Department

Dear Chief Collier:

The Florida Department of Transportation (FDOT) has funding available to your agency for participation in Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program. This initiative is designed to educate the public in safe driving, walking, and biking behaviors and to increase compliance with traffic statutes. The goal of this data driven initiative is to reduce traffic crashes that result in serious and fatal injuries to both pedestrians and bicyclists.

The Florida Department of Transportation (FDOT) has provided funding to the Institute of Police Technology and Management (IPTM) at the University of North Florida to support this high visibility enforcement program. IPTM provides contracts to law enforcement agencies in priority counties to conduct high visibility education and enforcement operations in areas with the highest representation of serious or fatal injury traffic crashes involving pedestrians and bicyclists to assist in crash mitigation efforts.

Your agency has been identified as a priority agency within a county with the highest representation of traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists. As a result, the Florida Department of Transportation (FDOT) has allocated overtime reimbursement funding to your agency in the amount of $5,000.00 to assist in our HVE efforts. Included with this letter are maps representing locations within your jurisdiction that have an over representation of serious pedestrian and bicycle crashes.

Pedestrian and Bicycle Safety Focused Initiative High Visibility Enforcement (HVE) Roundtable meetings will be held at various locations throughout Florida. Please find enclosed the Roundtable Meeting schedule and submit your RSVP at https://unf.co1.qualtrics.com/jfe/form/SV_cUuKiz7ZRwLsNSt. We encourage you to take this opportunity to learn about how we have enhanced the program and simplified the reporting process. It is imperative that all enforcement agencies in the identified twenty-five (25) priority counties engage in this partnership to drive down fatalities on our roadways. Please review the enclosed locations and maps and let us know if your agency is willing to be a part of the solution. Agencies that apply on or before August 31, 2023 will be eligible for the full funding allocation that has been set aside for you. On September 1, 2023, all funds that were previously set-aside for specific agencies will be released to the total county allocation and made available to any agency within the county to work specified areas within their jurisdiction. After November 30, 2023, all funding will be released for use in HVE efforts in any of the twenty-five (25) priority counties.

If you have questions regarding this initiative, please contact IPTM at ped.bike.safety@iptm.org or by phone at (904) 620-4748. If your agency is interested in participating in this high visibility enforcement program, please submit a Letter of Support to IPTM via email at ped.bike.safety@iptm.org. IPTM will then contact you regarding the details of the application and will assist with the contract process.

We look forward to the opportunity of working with you and the Cocoa Police Department in leading the way to reduce pedestrian and bicyclist fatalities. Our target is zero deaths! Working together, we can make that happen.

Sincerely,

Sharon Murchison, MA
Assistant Director

Enclosures

Pedestrian and Bicycle Safety Focused Initiative
High Visibility Enforcement (HVE)

Roundtable Meetings

The next round of pedestrian/bicycle high visibility enforcement (HVE) funding will become available on July 1st. If you would like to learn more about this funding or are interested in applying, **this is a *"don't miss"* opportunity** to discuss the program and help shape its future.

Topics include:

- Pedestrian and Bicycle Safety Focused Initiative overview
- High Visibility Enforcement (HVE) contract funding and application process
- Data-driven street operations
- Free law enforcement training
- Administration of HVE contracts
- Changes to and applications for the FY24 HVE contracts
- Materials and resources available
- Feedback
- **Bonus** FY24 DRE Call-Out Overtime contract funding and application process will also be discussed

Date	Time	Location
June 5, 2023	2:00 p.m.—4:00 p.m.	Florida Department of Transportation – District Five Osceola Conference Room 719 S Woodland Boulevard, DeLand, FL 32720
June 6, 2023	9:00 a.m.—11:00 a.m.	Palm Beach County Sheriff's Office Training Center Classroom E 4215 Cherry Road, West Palm Beach, FL 33409
June 6, 2023	2:00 p.m.—4:00 p.m.	Broward Sheriff's Office Public Safety Building – Media Room 2601 W. Broward Boulevard., Ft. Lauderdale, FL 33312
June 7, 2023	9:00 a.m.—11:00 a.m.	Miami Beach Police Department Community Room 1100 Washington Avenue, Miami Beach, FL 33139
June 8, 2023	9:00 a.m.—11:00 a.m.	Florida Highway Patrol, Troop F Headquarters FDOT (SWIFT) SunGuide Center, Room 1025 10041 Daniels Parkway, Ft. Myers, FL 33913
June 12, 2023	2:00 p.m.—4:00 p.m.	Palm Bay City Hall Annex Community Room 120 Malabar Road SE, Palm Bay, FL 32907
June 13, 2023	9:00 a.m.—11:00 a.m.	Florida Department of Transportation – District One QIT Room 352 801 N. Broadway Avenue, Bartow, FL 33830
June 13, 2023	2:00 p.m.—4:00 p.m.	Florida Department of Transportation – District Seven Auditorium 11201 McKinley Drive, Tampa, FL 33612
June 14, 2023	9:00 a.m.—11:00 a.m.	Pinellas County Sheriff's Office Sheriff's Administration Building (SAB), Room 180A 10750 Ulmerton Road, Largo, FL 33778
June 16, 2023	9:00 a.m.—11:00 a.m.	IPTM/University of North Florida Adam W. Herbert University Center, Room 1008 12000 Alumni Drive, Jacksonville, FL 32224

Continued on next page

Date	Time	Location
June 19, 2023	2:00 p.m.—4:00 p.m.	Florida Department of Transportation – District Two Gainesville Operations Center, Auditorium 5301 NE 39th Avenue, Gainesville, FL 32609
June 20, 2023	9:00 a.m.—11:00 a.m.	Florida Department of Transportation State Safety Office Basement Conference Room 605 Suwannee Street, Tallahassee, FL 32399
June 20, 2023	2:00 p.m.—4:00 p.m.	Panama City Police Department Training Room 1209 E. 15th Street, Panama City, FL 32405
June 21, 2023	9:00 a.m.—11:00 a.m.	Escambia County Sheriff's Office Training Room #1, Downstairs 1700 West Leonard Street, Pensacola, FL 32501
June 28, 2023	9:00 a.m.—11:00 a.m.	DoubleTree by Hilton at the Entrance of Universal Studios Sun & Surf Rooms III - V 5780 Major Boulevard, Orlando, FL 32819

Please RSVP at
https://unf.co1.qualtrics.com/jfe/form/SV_cUuKiz7ZRwLsNSt

For more information, email ped.bike.safety@iptm.org

2023-2024 HIGH VISIBILITY ENFORCEMENT PROGRAM - BREVARD COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS

Rank	County	Roadway Name	From	To	Zip Code	Enforcement Agency	Length (feet)	Length (miles)	Pedestrian and Bicycle Crashes						
									Total	Fatal	Ped Fatal	Bike Fatal	Severe Injury	Ped S. Inj	Bike S. Inj
1	Brevard	Malabar Road	Holiday Park Boulevard NE	I 95	32907, 32909	Palm Bay Police Department	2,724	0.52	9	2	2	0	7	4	3
2	Brevard	Palm Bay Road NE	Babcock Street NE	Lipscomb Street	32905	Palm Bay Police Department	5,977	1.13	10	1	1	0	9	3	6
3	Brevard	S Harbor City Boulevard	E New Haven Avenue	Hibiscus Boulevard E	32901	Melbourne Police Department	2,868	0.54	6	1	1	0	5	2	3
4	Brevard	Robert J Conlan Boulevard NE	Kirby Cir NE	Commerce Park Drive NE	32905	Palm Bay Police Department	1,173	0.22	4	0	0	0	4	4	0
5	Brevard	SR A1A	Ellwood Avenue	Roosevelt Avenue	32937	Satellite Beach Police Department	1,586	0.30	5	3	3	0	2	2	0
6	Brevard	Clearlake Road	Lake Drive	Terrace Street	32922	Brevard County Sheriff's Office	1,402	0.27	4	2	2	0	2	2	0
7	Brevard	Babcock Street	W Seminole Avenue	Hibiscus Boulevard E	32901	Melbourne Police Department	591	0.11	5	1	1	0	4	2	2
8	Brevard	Palm Bay Road	Bass Pro Drive NE	Riviera Drive NE	32905	Palm Bay Police Department	1,583	0.30	4	3	2	1	1	1	0
9	Brevard	N Courtenay Parkway	Nevins Court	Diana Boulevard	32953	Brevard County Sheriff's Office	5,411	1.02	6	1	0	1	5	1	4
10	Brevard	N Atlantic Avenue	Center Street	Central Boulevard West	32920	Brevard County Sheriff's Office	7,190	1.36	7	3	2	1	4	4	0
11	Brevard	N Wickham Road	Sarno Road	Eau Gallie Boulevard W	32935	Melbourne Police Department	2,864	0.54	5	1	1	0	4	4	0
12	Brevard	SR 520	Myrtice Avenue	S Courtenay Parkway	32953, 32952	Brevard County Sheriff's Office	2,460	0.47	4	2	1	1	2	2	0
13	Brevard	US 1/Cocoa Boulevard	500-ft south of MacArthur Circle (Blessed Sacrament Church entrance)	Elkcam Drive	32927	Brevard County Sheriff's Office	13,020	2.47	7	4	4	0	3	3	0
14	Brevard	Emerson Drive	Talplin Street SE	Brickell Street SE	32909	Palm Bay Police Department	8,701	1.65	6	0	0	0	3	1	5
15	Brevard	N Wickham Road	Lake Washington Road	Post Road	32934, 32935	Melbourne Police Department	10,352	1.96	6	2	2	0	4	2	2
16	Brevard	Garden Street	Palm Avenue N	Washington Avenue	32796	Titusville Police Department	562	0.11	3	0	0	0	3	1	2
17	Brevard	SR 520	Clearlake Road	Grace Avenue	32922	Brevard County Sheriff's Office	1,009	0.19	3	2	2	0	1	1	0
18	Brevard	N Harbor City Boulevard	Young Street	Aurora Road	32935	Melbourne Police Department	3,511	0.66	4	1	0	1	3	2	1
19	Brevard	US 192	Haven Drive W	Hollywood Boulevard	32904	West Melbourne Police Department	2,969	0.56	4	3	2	1	1	1	0
20	Brevard	A1A	Pelican Drive	Oceanway Drive	32951	Brevard County Sheriff's Office	5,088	0.96	5	3	2	1	2	1	1
21	Brevard	Garden Street	Dixie Avenue	Brown Avenue N	32796	Titusville Police Department	1,436	0.27	3	0	0	0	3	2	1
22	Brevard	Babcock Street	Norwood Street NE	Port Malabar Boulevard	32905	Palm Bay Police Department	1,907	0.36	3	1	1	0	2	1	1
23	Brevard	US 1/Washington Avenue	Malinda Lane	Kingman Road	32796	Titusville Police Department	6,832	1.29	4	4	3	1	0	0	0
24	Brevard	Fiske Boulevad	Alsup Drive	Ferndale Avenue	32955	Rockledge Police Department	2,178	0.41	3	1	1	0	2	1	1
25	Brevard	W King Street	Aurora Street	S Fiske Boulevard	32922	Cocoa Police Department	2,272	0.43	3	2	1	1	1	1	0

Data Source: Crash Analysis Reporting System 7/1/2017-6/30/2022 (downloaded March 2023). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

Florida Department of Transportation
Bicycle Light Distribution
ASSURANCE

Thank you for agreeing to participate in the Bicycle Light Distribution Program. Florida's Pedestrian and Bicycle Strategic Safety Plan defines bicyclists as vulnerable road users. Many bicycle crashes occur at night or during twilight hours and involve cyclists riding without a functioning bicycle light. **The purpose of this distribution program is to provide lights to hicyclists who ride at night without a bike light, and who do not have access or the ability to secure a light for themselves.**

This document serves as written assurance that to the best of your ability the bicycle light kits provided to you by the program will be distributed free of charge to **people in need of a bicycle light to improve their safety in areas where these crashes are overrepresented.**

This document serves as written assurance that a bicycle light was affixed to the bicycle of the recipient:

Recipient Name (PRINT) _____ Date Bicycle Light was Affixed _____

HVE Detail Location of Bicycle Light Distribution _____

Law Enforcement Agency Name _____

I certify that the information provided herein is true and correct and that all requirements for bicycle light distribution within this High Visibility Enforcement Program were met

Name and Rank of Providing Officer (PRINT) _____ Signature of Providing Officer _____

We appreciate your commitment to making your community safer one bicyclist at a time!

Each officer must report the number of bicycle lights distributed. No F.I. card is required. This form can be electronically entered in iPASS or scanned and emailed to ped.bike.safety@iptm.org if you do not have access to iPASS.

Questions? Contact Angel Williams at (904) 620-4748 or angel.williams@unf.edu

www.AlertTodayFlorida.com

High Visibility Enforcement for Pedestrian and Bicycle Safety

Crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of crashes, and the financial impacts and suffering caused by these crashes are significant. As a result, the Florida Department of Transportation (FDOT) is looking to supplement ongoing educational campaigns with high visibility enforcement operations in the most needed locations. FDOT now has funding available for law enforcement agencies to conduct High Visibility Enforcement operations to improve pedestrian and bicyclist safety.

High visibility enforcement funds are intended as a crash mitigation tool. These enforcement activities are designed to target unsafe **behaviors** of all road users, including motorists, pedestrians, and bicyclists. Under no circumstances should specific demographics be singled out or targeted.

The funds may only be used for officer overtime hours spent conducting on-street enforcement operations for the period of July 2023 through May 2024. The funding is not to be used for any of the following: production or printing of materials, training or administration, public or school outreach events, or to duplicate efforts already funded by any other source.

To be eligible for these funds:

- Law Enforcement Agencies must be located in one of the top 25 Florida counties identified as having the greatest representation traffic crashes resulting in pedestrian and bicyclist serious injuries and fatalities: Alachua, Bay, Brevard, Broward, Collier, Duval, Escambia, Hillsborough, Lake, Lee, Leon, Manatee, Marion, Miami-Dade, Monroe, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Sarasota, Seminole, St. Lucie, and Volusia.
- Submit a copy of the agency's policy, plan, or procedure for decreasing traffic crashes resulting in injuries or fatalities to pedestrians and bicyclists.

Minimum participation requirements are outlined below. Additional details and guidance will be provided upon receipt of a completed request for funding application.

- Complete the required training prior to enforcement operations beginning (see more details below).
- Conduct repeated overtime enforcement operations focusing on education, using warnings and citations as a last resort, focusing on specific locations and issues identified by crash data.
- Distribute the provided Alert Today, Alive Tomorrow campaign educational materials as a routine component of all enforcement contacts with the public.
- Submit regular invoices and record activity of each completed enforcement operation by location. The program will be administered by a contract with the Institute of Police Technology and Management (IPTM) at the University of North Florida, and regular documentation and evaluation is a primary component of this program.
- It is recommended that the agency create and distribute at least two press releases during the course of the contract. The first will announce the initiation of high visibility enforcement activities, and the second release will announce the continuation of high visibility enforcement activities. An HVE Media Toolkit has been created which includes sample templates and sample social media messaging. The HVE Media Toolkit can be found at https://www.alerttodayflorida.com/HVE. Additional press releases and media involvement are strongly recommended to support the ongoing enforcement initiatives.

Prior to beginning operations, your agency will be required to submit a list of personnel authorized to perform overtime details under the contract. The fully-loaded hourly overtime rate range (including benefits) for each officer must also be submitted. Only hours from officers listed, and between the rates shown on the authorized personnel list, will be eligible for reimbursement. The authorized personnel list may be updated at any time to add officers and update rates after the contract is completed, but no hours may be charged for any individual officer until after the updated personnel list has been submitted for approval showing their billing rate and training has been completed and verified.

Training is mandatory for all officers performing high visibility enforcement. Officers will be required to attend the required 4-hour classroom-based training, *Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices* before participating in FY 23/24 HVE Details.

Any officer that took the required 4-hour classroom-based training prior to June 30, 2022 is required to re-certify through the Online refresher course, *Pedestrian & Bicycle Safety: A Law Enforcement Review* to remain an eligible participant in High Visibility Enforcement Details.

Note: Classroom-based training is provided free of charge through the Institute of Police Technology and Management (IPTM). Please visit https://www.iptm.org/grant to see a list of scheduled courses. Officers are not required to be trained before the agency applies. Officers' hours for completing the training are reimbursable with an executed contract and who are on overtime status. Reimbursement is limited to just those individuals who will be participating in the education and enforcement details. All other officers who attend the training shall be considered "in kind" on the part of the applicant agency.

Requests for Contract Proposals will continue to be accepted until funds are exhausted. If your agency is interested in conducting high visibility enforcement for pedestrian and bicyclist safety in your community, please submit an online request. To apply, visit www.AlertTodayFlorida.com/HVE. At the very top, complete the "Application for HVE Funding".

If you have any questions about the application process, please contact Angel Williams at (904) 620-4748 or angel.williams@unf.edu. If you have any questions about the program or FDOT's Alert Today, Alive Tomorrow campaign for pedestrian and bicyclist safety, please contact Chris Craig at (850) 414-4009 or chris.craig@dot.state.fl.us.

Legislation Details (With Text)

File #:	23-453	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/24/2023			**In control:**	City Council
On agenda:	8/8/2023			**Final action:**	
Title:	Council consideration and Public Comment on the use of the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $15,572. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CDW quote NLXW251.pdf 2023 JAG Grant Application (CM signed).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 24, 2023
Agenda Date: August 8, 2023
Prepared By: Susan L. Lambert, CAP, OM, Administrative Assistant
Through: Evander Collier, IV, Chief of Police
Requested Action:
Council consideration and Public Comment on the use of the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $15,572.

BACKGROUND:

The Police Department received notification of its 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) allocation in the amount of $15,572. The project area identified for the use of these funds to install printers in the patrol vehicles for officers. The grant would provide approximately thirty (30) printers for the patrol vehicles.

The term of this grant is for a period of two years, and all funds, plus interest must be expended. The Police Department requests public comment and City Council's consideration. Funds will not be awarded until FY2024 and at that time, the Department will present to City Council the award and accept the revenue.

STRATEGIC PLAN CONNECTION:

Purchasing the printers for the patrol vehicles will enhance the level of services the Police Department provides to the citizens of Cocoa. It will also allow for the more efficient policing through the use of technology.

BUDGETARY IMPACT:

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

The Police Department will come back to City Council to establish budget, once the grant is awarded.

Source of Funds: __X__ Grant Source: JAG Grant O-BJA-2023-171790

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council consideration and Public Comment on the use of the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $15,572.

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

CITYOFCOCO INFORMATIONTEC,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NLXW251	7/24/2023	BROTHER	5938989	$15,120.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Brother PocketJet 8 PJ-863 - printer - B W - direct thermal Mfg. Part#: PJ863 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	30	7109168	$419.00	$12,570.00
Brother Fanfold Case - printer carrying case - hard case Mfg. Part#: PA-FFC-810LHC Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	30	7202808	$85.00	$2,550.00

SUBTOTAL	$15,120.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$15,120.00**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF COCOA CITY OF COCOA 65 STONE ST RM 209 COCOA, FL 32922-7982 **Phone:** (321) 433-8558 **Payment Terms:** VISA	**Shipping Address:** CITY OF COCOA SUSAN LAMBERT 1226 W KING ST COCOA, FL 32922-8620 **Shipping Method:** FEDEX Ground
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

John Vrablik | (877) 466-6333 | johnvra@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$15,120.00	**$414.14/Month**	**$15,120.00**	**$475.98/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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INTERNAL GRANT APPLICATION FORM

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

DEPARTMENT: Police	**DIVISION:** 2100
POINT OF CONTACT: Susan L. Lambert	**PROJECT MANAGER:** Patrick Dovale
NAME OF GRANT: Alert Today Florida High Visibility Enforcement (HVE) for Pedestrian and Bicycle Safety	
Assistance Listing#/CFSA#:	**FUNDING AGENCY:** FDOT
AMOUNT REQUESTED: $ 5,000+	**GRANT DUE DATE:** 08/31/2023

PROJECT DESCRIPTION:

This is an overtime reimbursement grant in which an operational plan must be submitted and officers who have attended the mandatory 4-hour training course with the Institute of Police Technology and Management (IPTM) at the University of North Florida will work each overtime detail. An MOU must be entered into with the City of Cocoa to educate the public in safe driving, walking and biking behaviors and to increase compliance with traffic statutes in a specified area.

MATCH REQUIRED: No **(IF YES, HOW MUCH :) $** n/a	**TARGET DATE TO COUNCIL:** 08/08/2023
REIMBURSEMENT GRANT: No	**REIMBURSEMENT SCHEDULE:**

WHAT ARE THE REPORTING REQUIREMENTS?

Submit regular invoices and record activity of each completed enforcement operation by location. The program will be administered by a contract with IPTM at the University of North FL and regular documentation is a primary component of the program. The IPASS system must be used to submit reports and invoices. There is a tutorial online.

FUTURE REQUIREMENTS TO CONSIDER:

FICA, Retirement and WC are allowable costs, however, health insurance, education pay, incentive pay, car usage, etc. is not. There is a chance that this may be more than the $5,000 if other agencies do not submit for the funds.

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	23-457	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/25/2023			**In control:**	City Council
On agenda:	8/8/2023			**Final action:**	
Title:	Approval of the requested street closures changes for the calendar year 2023. (Director of Communications & Economic Development)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 25, 2023
Agenda Date: August 8, 2023
Prepared By: Gail Bantugan, Leisure Services Manager,
Through: Samantha Senger, Director of Communication and Economic Development
Requested Action:
Approval of the requested street closures changes for the calendar year 2023.

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 04-2018.

1. Original Street Closure - Approved 12/13/22
HCVMS Golf Cart Parade Saturday, December 16, 2023 2:00pm - 9:00pm)

Harrison St.:	between Riversedge and Brevard Ave.
Brevard Ave.:	between SR 520 and Factory St.
Orange St.:	between Brevard Pl. and Brevard Ave.
Oleander St.:	between Brevard Ave. and Municipal Parking Lot
Florida Ave.:	between Rosa L. Jones and SR 520
Derby St.:	between Brevard Ave. and Delannoy Ave.
Delannoy Ave.:	between Maryland St. and Harrison St.

Total Closure - One Day

1. Requested Changed Street Closure - Date and Location Change

Dirty Oar Brewery Anniversary Celebration, Sunday, September 3, 2023 11:00am-8:00pm.
Oleander Street: beginning at the east side of Hughlett Street to the entrance of the Dirty Oar Brewery parking lot. Approximately 100 feet.
Total Closure- One Day Total Closure

2. Changed Street Closure - Time Change from original approval on 12/13/22
Cocoa Rockledge Holiday Parade and Tree Lighting, Saturday, December, 9, 2023 (8:00am-5:00pm) [11:00am-9:00pm original approved time]
Brevard Ave.: beginning at the southerly city limit to Maryland Ave.
Maryland Ave.: between Brevard Ave. and Delannoy Ave.
Delannoy Ave.: between Maryland Ave. and SR 520
Harrison St.: between Delannoy Ave. and Riveredge Blvd.
Total Closure - One Day

3. Original Approved Street Closure on 12/13/22
Dirty Oar Push Cart Races Sunday, July 2nd, 2023 6:00am-12:00pm
Orange St.: between Florida Ave. and Brevard Ave. including Brevard Ct.
John Garren Ln.: between Orange St. and Factory St.
Brevard Ave.: between Harrison St. and Factory St.
Harrison St.: Between Delannoy Ave. and Brevard Ave.
Church St.: between Brevard Ave. and Riverside Dr. incl. the Porcher House Loop
Delannoy Ave.: between Maryland Ave. and Harrison St.

The race route will open after all participants have crossed the finish line and the route is cleared of pedestrians.
Total Closure - One Day

3. Revised Street Closure Approved on 5/23/22
Dirty Oar Brewery/Running Zone/Florida Today Summer Brewery Running Series, Tuesday, June 13th, 2023 4:00pm-8:00pm.
Oleander Street: beginning at the east side of Hughlett Street to the parking lot entrance of the Dirty Oar Brewery parking lot. Approximately 100.2 feet.
Total Closure - One Half Day

3. Requested New Street Closure
Space Coast Transportation Planning Organization, World Day of Remembrance in Honor of Road Traffic Victims, Sunday, November 19, 2023 9:00am-10:00am.
Riverside Drive: between Oak Street and Church Street.
Delannoy Avenue: between Church Street and the Porcher House Loop.
This closure request will utilize temporary law enforcement traffic holds only.
Total Closure- One Half Day

The above changes result in no additional street closures. We are still at the max allowed street closures of 24 days for the calendar year 2023 in the Central Business District.

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure.

PREVIOUS ACTION:

The 2023 Road Closure requests were approved last year on December 13, 2022. Revisions were made at the May 23, 2023 Council meeting as noted above.

RECOMMENDED MOTION:

Approval of the requested street closures changes for the calendar year 2023.

Legislation Details (With Text)

File #:	23-459	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	7/25/2023			**In control:**	City Council
On agenda:	8/8/2023			**Final action:**	
Title:	Approve policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2023 through September 30, 2024, with an estimated annual premium of $230,787, and one-year renewal option through September 30, 2025, pending approval of the FY2024 budget. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Excel WC Quotes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 28, 2023
Agenda Date: August 8, 2023
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2023 through September 30, 2024, with an estimated annual premium of $230,787, and one-year renewal option through September 30, 2025, pending approval of the FY2024 budget.

BACKGROUND:

The City has been insured for our excess Workers' Compensation coverage with Safety National Casualty Corporation through Re-Ex Insurance Brokers, LLC since October 1, 2011. The current policy expires September 30, 2023. Excess coverage is designed to protect our City from "unexpected" high-cost Workers' Compensation claims. The current policy includes "statutory" limits (unlimited), specific retention of $600,000, and a rate of $0.8175 per $100 of payroll. The City is self-insured up to the specific retention amount on all claims. Once a claim reaches this threshold, the claim is paid by the excess carrier.

Re-Ex solicited quotes with multiple carriers for policy renewals with the goal to maintain or reduce the specific retention amount lower than $600,000. The lowest bidder was again Safety National who presented a flat renewal option of $600,000 retention with the rate of $0.8175 per $100 of payroll. They have also offered a two-year rate guarantee for this renewal through September 30, 2025. Other quotes received were much higher with a higher claim retention rate of $750,000. Also,

having police and fire personnel limits bids due to the higher risks. Staff recommends this renewal with the $600,000 retention due to the low retention amount and the rate guarantee for the second year.

The attachment provides details of the Excess Workers' Compensation proposals presented by Re-Ex Insurance Brokers. This is an estimate of premium based on payroll estimates. An audit is done at the end of the fiscal year once payroll numbers are final and then the premium is trued up.

STRATEGIC PLAN CONNECTION:

Renewal of the policy through Safety National will provide Financial Stability to our self-insured Workers' Compensation fund, and will allow the City to control expenses.

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$230,787
Account Number	520-1801-513.31-00
Account Name	Professional Services

Additional premium will be due for FY2023 WC Excess policy once payroll audit is completed.

Pending approval of the FY2024 budget. The FY2025 budget will be set at that time based on estimated payroll for that budget year.

PREVIOUS ACTION:

The City Council, at its August 23, 2022 meeting, approved a revised policy renewal with Safety National Casualty Corporation for the period of October 1, 2022 through September 30, 2023.

RECOMMENDED MOTION:

Approve policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2023 through September 30, 2024, with an estimated annual premium of $230,787, and one-year renewal option through September 30, 2025, pending approval of the FY2024 budget.

ReEx Insurance Brokers

CITY OF COCOA

EXCESS WORKERS' COMPENSATION QUOTE

7/21/2023

		Current Program with Updated Payrolls	Renewal Option
Estimated Annual Total Payroll		**$28,230,864**	**$28,230,864**
Policy Term		1 year	1 year
Specific Retention		**$600,000**	**$600,000**
Specific Limit	W.C.	Statutory	Statutory
	E.L.	$1,000,000	$1,000,000
Rate (per $100 of Payroll)		**0.8175**	**0.8175**
Annual Policy Premium		**230,787**	**230,787**
Minimum Policy Premium		$207,709	$207,709
Carrier		Safety National Casualty Corporation	Safety National Casualty Corporation
Carrier's A.M. Best Rating		**A++, XV**	**A++, XV**

Current policy included $27,982,267 and generated a premium of $228,755.

Notes

1. Renewal option from Safety National includes the same limits and SIR at the expiring rate - no increase.
2. Safety National policyholders receive complimentary access to MAP Client Services® - a suite of online resources designed to support or enhance risk control efforts. Users can benefit from a wide range of safety, ergonomic and other risk management content through an extensive safety resource library, claims management and return-to-work tools. See attached descriptions.
3. Safety National has offered a Program Commitment Agreement which will guarantee the rate for the second year (10/1/24-25) based on certain parameters.

Other Markets:

1. **Midwest's** lowest available SIR was $750,000.
2. **Arch** declined to quote due to the $2,000,000/$1,000,000 SIR minimum on all municipalities in Florida.
3. **Star** was not approached due to no interest in the account.
4. **Travelers** was not approached due to the City's TPA not being a nationally approved TPA.
5. **ACE** was not approached due to their minimum SIR for police and fire being $1,000,000.

Legislation Details (With Text)

File #:	23-467	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	8/1/2023			**In control:**	City Council
On agenda:	8/8/2023			**Final action:**	
Title:	Approve a Resolution, Amending the FY23 Budget, BAF#23-102-IFT, for the Utility and Stormwater Departments share of the Fleet Vehicle Wash System. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023-084 ADA Compliant.docx BAF 23-102-IFT-FN-Fleet Vehicle Wash System (8-8-23) Agenda 23-467.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 1, 2023
Agenda Date: August 8, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Resolution, Amending the FY23 Budget, BAF#23-102-IFT, for the Utility and Stormwater Departments share of the Fleet Vehicle Wash System.

BACKGROUND:

Public Work's Fleet Vehicle Wash System had a critical failure and needs to be replaced. The purchase of the new system is in process through the General Fund budget (BAF#23-094-T), however the Water/Sewer (421) and Stormwater (423) Utilities, also utilize this system. The attached Budget Amendment, is an Interfund Transfer from Water/Sewer and Stormwater Funds, to the General Fund, for their portion of the asset, BAF#23-102-IFT and will replenish the General Fund, 50% Water/Sewer and 2.9% Stormwater share of the cost.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted No

If not budgeted, is amendment/transfer attached? Yes

BAF#23-102-IFT

$7,818
001-0000-381.91-21
Interfund Transfer from Water/Sewer (421)

$446
001-0000-381.91-23
Interfund Transfer from Stormwater (423)

Total to General Fund $8,264

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:
Approve a Resolution, Amending the FY23 Budget, BAF#23-102-IFT, for the Utility and Stormwater Departments share of the Fleet Vehicle Wash System.

City of Cocoa Budget Adjustment Form FY 2023 - 23-102-IFT

SELECT ADJUSTMENT TYPE: INTERFUND TRANSFER | REQUESTING DEPARTMENT #: FN | DATE PREPARED: 08/01/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 7,818	001-0000-381.91-21		Interfund Transfer From W/S (421)	$ 0	$ 0	$ 7,818	$ 0
$ 446	001-0000-381.91-23		Interfund Transfer From SW (423)	$ 0	$ 0	$ 446	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 8,264	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 7,818)	421-4025-536.52-30		Fuel, Oil and Lubricants	$ 0	$ 0	($ 7,818)	$ 0
$ 7,818	421-4010-581.91-01		Interfund Transfer to General Fund	$ 0	$ 0	$ 7,818	$ 0
($ 446)	433-3570-538.52-00		Fuel, Oil and Lubricants	$ 0	$ 0	($ 446)	$ 0
$ 446	423-3570-581.91-01		Interfund Transfer to General Fund	$ 0	$ 0	$ 446	$ 0
$ 8,264	001-3560-519.52-30		Fuel, Oil and Lubricants	$ 0	$ 0	$ 8,264	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 8,264	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Public Works Vehicle Wash System is in critical need of replacement and is utilized by the whole city to maintain the fleet. This Inter-fund Transfer is for the Water/Sewer and Stormwater Utilities portion of the cost. The Fleet Department is in the process of procuring a new system with 100% General Fund dollars and this amendment will replenish the fund for their portion of the asset. Agenda 23-467

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* 2023-084

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.

8/1/23	Christi Grant Digitally signed by Christi Grant Date: 2023.08.01 11:25:28 -04'00'	8/1/23	Sherry Alexander Digitally signed by Sherry Alexander Date: 2023.08.01 11:34:30 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Lora Howell Digitally signed by Lora Howell Date: 2023.08.01 09:42:50 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2023.08.01 09:43:14 -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 #:	23-466	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/31/2023			**In control:**	City Council
On agenda:	8/8/2023			**Final action:**	
Title:	Authorize the City Manager to execute a 3-year contract to provide critical IT infrastructure, pending the Adoption of the FY24 Budget. (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 31, 2023
Agenda Date: August 8, 2023
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Authorize the City Manager to execute a 3-year contract to provide critical IT infrastructure, pending the Adoption of the FY24 Budget.

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

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

FY	Amount	Account Number
2024	$ 308,432.07	001-1203-516.34-00
2025 (optional)	$ 323,853.67	001-1203-516.34-00
2026 (optional)	$ 340,046.36	001-1203-516.34-00

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Authorize the City Manager to execute a 3-year contract to provide critical IT infrastructure, pending the Adoption of the FY24 Budget.

Legislation Details (With Text)

File #:	23-475	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/2/2023			**In control:**	City Council
On agenda:	8/8/2023			**Final action:**	
Title:	Approve a Resolution Amending the FY23 Budget, BAF # 23-104-T to purchase Information Technology critical infrastructure. This item is confidential and not for public release per FS 119.0725.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023-085 ADA Compliant.docx BAF 23-104-T-IT-Critical Infrastructure SLFRF (8-8-2023) Agenda 23-475 .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 2, 2023
Agenda Date: August 8, 2023
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Approve a Resolution Amending the FY23 Budget, BAF # 23-104-T to purchase Information Technology critical infrastructure.

This item is confidential and not for public release per FS 119.0725.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

FY 2023

Amount Requested:	($35,000)
From Account Number/Project Number:	130-1600-513.56-15/AR4LAP
Account Name:	IT Related Operating Exp

Amount Requested:	($18,277)
From Account Number/Project Number:	130-1203-516.63-00/AR4RNG
Account Name:	Infrastructure
Amount Requested:	($62,676)
From Account Number/Project Number:	001-1203-516.46-00
Account Name:	Repairs & Maintenance
Amount Requested:	$53,277
To Account Number/Project Number:	130-1203-516.64-15/AR23SV
Account Name:	Machinery and Equipment
Amount Requested:	$62,676
To Account Number/Project Number:	001-1203-516.52-00
Account Name:	Operating Supplies

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY23 Budget, BAF # 23-104-T to purchase Information Technology critical infrastructure.

This item is confidential and not for public release per FS 119.0725.

City of Cocoa Budget Adjustment Form FY 2023 - 23-104-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: IT | DATE PREPARED: 08/02/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 18,277)	130-1203-516.63-00	AR4RNG	INFORMATION SYSTEMS / INFRASTRUC	$ 0	$ 155,807	$ 137,530	$ 37,796
($ 35,000)	130-1600-513.56-15	AR4LAP	TECHNOLOGY SYSTEMS / IT-RELATED (	$ 0	$ 98,175	$ 63,175	$ 44,817
($ 62,676)	001-1203-516.46-00		REPAIRS & MAINTENANCE	$ 0	$ 280,053	$ 217,377	$ 108,673
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 115,953)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 53,277	130-1203-516.64-15	AR23SV	MACHINERY & EQUIPMENT / IT HARDWA	$ 0	$ 280,284	$ 333,561	$ 476
$ 62,676	001-1203-516.52-00		OPERATING SUPPLIES	$ 0	$ 346,451	$ 409,127	$ 15,003
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 115,953	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer of funds to purchase critical IT infrastructure. Agenda Item 23-475

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* 2023-085

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.

8/2/23	Digitally signed by Robert Beach Date: 2023.08.02 15:45:08 -04'00'	8/3/23	Christi Grant Digitally signed by Christi Grant Date: 2023.08.03 12:15:10 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/2/23	Digitally signed by Robert Beach Date: 2023.08.02 15:45:21 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2023.08.03 12:49:15 -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 #:	23-463	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	7/27/2023			**In control:**	City Council
On agenda:	8/8/2023			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at Tax ID # 2424920 (Parcel ID 24-36-32-75-23-13), be reduced to $2,000.00 as recommended by the Code Enforcement Board. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Appl.pdf 10. LR Staff Report.docx Cost Aff -GARCIA.xlsx BCPAO.pdf 2. NOV.docx 10. Order.pdf 6. Facts.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 27, 2023
Agenda Date: August 8, 2023
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier IV, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at Tax ID # 2424920 (Parcel ID 24-36-32-75-23-13), be reduced to $2,000.00 as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 22-680

The Code Enforcement Board held a public hearing on **1/19/2023**, at which time the Board found the owner, **GARCIA, JOSE** in violation of the following:

- **Sec. 6-900 (b) (1) a-d, Accum. Of Trash and Litter**
- **App. A Art. 11, Sec. 4A, District and Intent - C-n, Neighborhood Commercial**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore,

consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **3/16/2023.**

The lien ran at **$50.00** per day from **2/18/2023** until compliance was achieved on **4/3/2023**. Code records show onsite inspections were conducted by Officer Murdick and myself. The case was closed leaving a fine of $2,210.00.The current owner, **Jose Garcia**, is requesting that the lien be reduced to **$0.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, this is vacant commercial land**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **10**
- Property Taxes: **Taxes paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **The property was inspected this morning, July 20, 2023 and was in compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$52,340.00** according the Brevard County Property Appraiser as a vacant commercial lot. Property was cited with a home.

Staff submits their cost sheet and the in the total amount of **$1,564.13**

Staff's recommendation is that the fine/lien be reduced to **$1,564.13** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board at its regular meeting July 20, 2023, recommended that the lien be reduced to $2,000.00.

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at Tax ID # 2424920 (Parcel ID 24-36-32-75-23-13), be reduced to $2,000.00 as recommended by the Code Enforcement Board.

Application # CE - 22 - 0680

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received
RECEIVED
JUN 20 2023
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 4/10/2023

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

Company (if applicable): _____

Name: Mayra Garcia

Mailing Address: 1318 Avalon DR

City: Rockledge State: FL Zip Code: 32955

Phone #: 321 458 2128 Fax #: _____

Mobile #: _____ E-mail: meli.v@live.com

3. **Property Owner Information:** ** Check here if same as Applicant →* ☐
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: Jose A Garcia

Mailing Address: 1807 Hudson DR

City: Rockledge State: FL Zip Code: 32955

Phone #: 321-458-2128 Fax #: _____

Mobile #: 321-652-2853 E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: Fiske Blvd Cocoa FL 32922

Parcel ID:

2 4 - 3 6 - 3 2 - 7 5 - 2 3 1 3 □ □ -

□ □ □ □ . □ □

Tax Account Number:

2 4 2 4 9 2 0

Existing Use(s) on Property: Vacant commercial Lot

Proposed Use(s) on Property: NA

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): Maintenance / Trash on property

Date Fine or Lien Imposed: ~~$100 per day~~ 3/16/2023 per day

Amount of Fine: $2,210.00

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: April 20, 2023

5. **Please provide the following information:**

Code enforcement case number: 22-0680

Were you the property owner at the time the lien was imposed? Yes / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? yes

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: (Yes) / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: (Yes) / No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

applying For Lien reduction due to not bring able to paul entire amount.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
Owner did not contact code enforcement to clarify what was requested to be done - lack of understanding, also due to medical issues did not take care of violation (zero) 0
Amount you are requesting that the lien be reduced to: _____
Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:
unaware of active cases.

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

   a. ☑ **Notarized application.**

   b. ☑ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☑ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

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

   e. ☑ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☑ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Jose A Garcia being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Jose A Garcia
(APPLICANT SIGNATURE)

Suzanne Thurston
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FLDL X06-13-2025

Suzanne Thurston
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 11 day of April, 2023

SUZANNE M. THURSTON
Notary Public - State of Florida
Commission # GG 356414
My Comm. Expires Jul 17, 2023
Bonded through National Notary Assn.

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

   a. The witness has personal knowledge of the fact in which the witness will testify; and/or

   b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

      1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

         - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

         - The opinions and inferences do not require any special knowledge, skill experience or training.

      2. Expert witness. Testimony of an expert witness is qualified only if:

         - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

         - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) ***Application.*** The application shall be executed under oath and sworn to in the presence of a notary public.

(c) ***Reimbursement to city for recording costs at time of application.*** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) ***Processing of application by Code Enforcement Manager or Chief of Police.*** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) ***Code enforcement board hearing.*** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) ***Presentation to city council.*** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) ***Compliance with city council conditions.*** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) ***Effect of denial on application for subsequent lien reduction or forgiveness.*** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

CFN 2023064346, OR BK 9752 Page 2597, Recorded 03/31/2023 at 04:29 PM Rachel M. Sadoff, Clerk of Courts, Brevard County

COCOA CITY
65 STONE ST E
COCOA, FL 32922-7807

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-0680
3/16/2023

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs

GARCIA, JOSE A
Owners of the Property located at
TAX ID #2424920
Cocoa FL 32922

Parcel ID: 24-36-32-75-23-13

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 3/16/2023 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 2/18/2023

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of **$50.00** per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162 08 and 162 09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 16, day of March, 2023

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

_____
Lloyd Roberts, Chairman

CERTIFICATION
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 16 day of March, 2023, by Lloyd Roberts, Chairman of the City of Cocoa Code Enforcement Board.

_____
Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700
https://www.bcpao.us

PROPERTY DETAILS

Account	2424920
Owners	GARCIA, JOSE A
Mailing Address	1807 HUDSON DR ROCKLEDGE FL 32955
Site Address	NONE
Parcel ID	24-36-32-75-23-13
Property Use	1000 - VACANT COMMERCIAL LAND
Exemptions	NONE
Taxing District	23D0 - COCOA
Total Acres	0.56
Subdivision	VIRGINIA PARK
Site Code	0311 - FISKE
Plat Book/Page	0005/0010
Land Description	VIRGINIA PARK LOTS 13 TO 16 BLK 23



VALUE SUMMARY

Category	2022	2021	2020
Market Value	$52,340	$47,580	$47,580
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$52,340	$47,580	$47,580
Assessed Value School	$52,340	$47,580	$47,580
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$52,340	$47,580	$47,580
Taxable Value School	$52,340	$47,580	$47,580

SALES/TRANSFERS

Date	Price	Type	Instrument
05/05/2021	$100,000	WD	9113/2534
10/01/1992	--	PT	3237/3833
11/11/1963	--	WD	0638/0683

No Data Found

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-0680
3/16/2023

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

GARCIA, JOSE A
Owners of the Property located at:
TAX ID #2424920
Cocoa FL 32922

Parcel ID: 24-36-32-75-23-13

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 3/16/2023 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 2/18/2023

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of **$50.00** per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 16, day of March, 2023

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

_____
Lloyd Roberts, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 16 day of March, 2023, by Lloyd Roberts, Chairman of the City of Cocoa Code Enforcement Board.

_____
Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

Legislation Details (With Text)

File #:	23-465	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	7/27/2023			**In control:**	City Council
On agenda:	8/8/2023			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 2744 Cherbourg Rd., be reduced to $5,000.00 as recommended by the Code Enforcement Board. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Appl.pdf 10. LR Staff Report.docx Cost Aff -2744.xlsx bcpa.pdf NOV.pdf BO.pdf Order Imposing Lien-2744 Cherbourg Rd_CE 15-335.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 27, 2023
Agenda Date: August 8, 2023
Prepared By: Darla Crowl. (Code Enforcement Coordinator)
Through: Evander Collier, IV (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 2744 Cherbourg Rd., be reduced to $5,000.00 as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # #15-335

The Code Enforcement Board held a public hearing on **1/19/2023**, at which time the Board found the owner, **MORACCHINI, CHRISTIANE** in violation of the following:

Ch. 6 Sec 6-1003(g), Roof and Fascia
Ch. 6 Sec 6-1001(g) Fence
Ch. 6 Sec 6-900(b)(1)a-d Front Porch

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore,

consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **6/18/2015.** The lien ran at **$100.00** per day from **5/16/2015** until compliance was achieved on **12/8/2017**. Code records show onsite inspections were conducted by Officer Murdick and myself. The case was closed leaving a fine of $93,720.00. The current owner, **Christiane Moracchini**, is requesting that the lien be reduced to **$0.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **No**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **11**
- Property Taxes: **Taxes paid through 2022**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **6/21/2023 and was in compliance before Code Board Hearing. An inspection will occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$134,520.00** according the Brevard County Property Appraiser as a vacant commercial lot. Property was cited with a home.

Staff submits their cost sheet and the in the total amount of **$1,454.04**

Staff's recommendation is that the fine/lien be reduced to **$1,454.04** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting July 20, 2023, recommended that the lien be reduced to $5,000.00

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 2744 Cherbourg, be reduced to $5,000.00 as recommended by the Code Enforcement Board.

Application # CE - 15 - 335

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

RECEIVED
MAR 30 2023
BY:

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. Date: 3-30-2023

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

Company (if applicable): _____

Name: A.J. ATKINSON

Mailing Address: 1275 Creek Side Circle

City: ROCKLEDGE State: FL Zip Code: 32955

Phone #: _____ email: epgelles@gmail.com

Mobile #: 321.205.6720 E-mail: arlettedamiani@gmail.com

3. **Property Owner Information:** * *Check here if same as Applicant* → ☐
* *If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: Christiane MORACCHINI

Mailing Address: 27.44. Cherbourg Road.

City: COCOA State: FL Zip Code: 32926

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 2744. Cherbourg Road. COCOA. FL. 32926

Parcel ID:

24-36-18-1U-000008.0-

0010-00

Tax Account Number:

2414215

Existing Use(s) on Property: 0110 - SINGLE FAMILY

Proposed Use(s) on Property: 0110 - SINGLE FAMILY

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): MAINTENANCE TO A STRUCTURE

Date Fine or Lien Imposed: 02/11/2015 Amount of Fine: $ 93,700 Total as of 3-30-23 per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 2018

5. **Please provide the following information:**

Code enforcement case number: 15- 335

Were you the property owner at the time the lien was imposed? Yes / (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / (No) / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? IT WAS

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:
The home was purchased in decent condition, we had no idea of the lien. It goes back through 4 transfers of this home. It was a surprise when we went to sell the home.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
I was not involved in ownership of the home I do not have any knowledge of the initial occurence.

Amount you are requesting that the lien be reduced to: $0.00
Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:
We have been responsible owners and always keep the home well maintained and clean. This is a complete shock + surprise to us and we cant sell the home now.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:
NO

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

a. ☑ **Notarized application.**

b. ☑ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. The application fee is $20.00 and will need to be paid at the time the application is submitted.

c. ☑ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

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

e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☑ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. **Signatures and Notarization.**

STATE OF Florida COUNTY OF Brevard. I, AJ ATKINSON being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

(Print, Type, Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FL DL

Darla D. Crowl
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 30 day of March, 20 23

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

   a. The witness has personal knowledge of the fact in which the witness will testify; and/or

   b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

      1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

         - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

         - The opinions and inferences do not require any special knowledge, skill experience or training.

      2. Expert witness. Testimony of an expert witness is qualified only if:

         - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

         - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) *Application.* The application shall be executed under oath and sworn to in the presence of a notary public.

(c) *Reimbursement to city for recording costs at time of application.* The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) *Processing of application by Code Enforcement Manager or Chief of Police.* Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) *Code enforcement board hearing.* At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) *Presentation to city council.* After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) *Compliance with city council conditions.* The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) *Effect of denial on application for subsequent lien reduction or forgiveness.* If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

LETTER OF AUTHORIZATION

7 December 2018

RE: 2744 Cherbourg Rd., Cocoa, FL 32926

To Whom It May Concern:

Please consider this letter written authorization for AJ ATKINSON to act on behalf of Christiane and Yves Moracchini for all matters related to planning, permitting and construction for the above referenced project.

Regards,

Signature	Print Name	Date
	MORACCHINI	12/10/2018.

State of Florida
County of Brevard

The forgoing instrument was acknowledged before me this 10th day of december, 2018, by Christiane MORACCHINI, who is personally know to me or who has produced her french passport as identification and who did take an oath.

Aurélie BOYER
NOTARY PUBLIC

AURELIE BOYER
MY COMMISSION # GG122971
EXPIRES July 11, 2021

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 15-00000335
91 7108 2133 3939 5961 7249

THE CITY OF COCOA
A Florida Municipal Corporation,

Complainant,

vs.

Gerald & Cathy Paradis
Owners of the Property located at:
2744 Cherbourg Rd., Cocoa, FL 32926
Parcel ID: 24-36-18-IU-00008.0-0010.00
LEGAL: COLLEGE GREEN ESTATES UNIT 2 LOT 10 BLK 8 PLAT BOOK 0020 PAGE 0016
Respondent,

_____/

ORDER IMPOSING PENALTY ON FIRST VIOLATION

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on April 16, 2015 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact and Conclusions of Law incorporated into this Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds:

1. That the Respondent was provided a Notice of Violation in accordance with Section 6-804 of the City of Cocoa Code of Ordinances ("City Code") and consistent with Sections 162.06 and 162.12 of the Florida Statutes;

2. That a violation of Section 6-900(b)(1), Accumulation of Trash & Debris; Section 6-1001(g), Accessory Structures (fence); and Section 6-1003(g), Roofs & Drainage, of the City Code, exist or existed upon the Property and Respondent was further provided a reasonable time to correct said violation;

3. That Respondent either failed or refused to correct such violation within the reasonable time period provided in the Notice of Violation; that the Respondent was provided Notice of Hearing before the Code Enforcement Board;

4. The Respondent was not present at a dully noticed Compliance Hearing held by the Code Enforcement Board of the City of Cocoa, Florida on June 18, 2015.

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS, IT IS HEREBY ORDERED:

1. Respondent be given until May 16, 2015 to correct any violation of the City Code on the property; and

2. If Respondent fails to correct the violation within the time period set forth herein, the Code Enforcement Officer shall schedule a compliance hearing before the Code Enforcement Board and Respondent shall be duly noticed and given an opportunity to appear and present evidence as to the status of the violation on the property. Upon a finding by the Code Enforcement Board that the property remains in violation, a fine will be immediately entered in the amount of one hundred dollars ($100.00) per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to provide notice of such violation being corrected to the Code Enforcement Officer.

3. If Respondent fails to correct any and all violations on the property within the time period prescribed herein, the Clerk of the Code Enforcement Board shall be directed to record a certified copy of this Order in the public records for Brevard County, Florida, which shall serve as a lien against the property.

4. Any and all future recurrences of any violation(s) addressed herein after same have been corrected shall necessitate further proceedings before the Code Enforcement Board without necessarily providing Respondent and opportunity to correct such violation and that the Code Enforcement Board, upon finding such repeat violation(s) exist shall impose a fine in the amount of two hundred dollars ($200.00) {not to exceed five hundred dollars ($500.00)} per day for each repeat violation, beginning on the first day the repeat violation(s) is/are found to exist.

DONE AND ORDERED at Cocoa, Florida, this 18th day of June, 2015.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 22 day of June, 2015, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

JOY LOMBARDI
MY COMMISSION # EE 094753
EXPIRES: August 3, 2015
Bonded Thru Notary Public Underwriters

Notary Public Signature

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700
https://www.bcpao.us

PROPERTY DETAILS

Account	2414215
Owners	MORACCHINI, CHRISTIANE
Mailing Address	2744 CHERBOURG RD COCOA FL 32926
Site Address	2744 CHERBOURG RD COCOA FL 32926
Parcel ID	24-36-18-IU-8-10
Property Use	0110 - SINGLE FAMILY RESIDENCE
Exemptions	NONE
Taxing District	23D0 - COCOA
Total Acres	0.19
Subdivision	COLLEGE GREEN ESTATES UNIT 2
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0020/0016
Land Description	COLLEGE GREEN ESTATES UNIT 2 LOT 10 BLK 8



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$134,520	$115,720	$88,700
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$107,320	$97,570	$88,700
Assessed Value School	$134,520	$115,720	$88,700
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$107,320	$97,570	$88,700
Taxable Value School	$134,520	$115,720	$88,700

SALES/TRANSFERS

Date	Price	Type	Instrument
12/13/2019	--	QC	8661/2428
11/17/2018	--	QC	8316/0484
08/31/2015	$14,600	QC	7445/1944
08/25/2015	$7,300	QC	7445/1943
09/22/2005	$100,000	WD	5543/8046
09/13/2005	$85,000	WD	5543/3103
09/05/2002	$54,600	WD	4681/2165
05/13/2002	--	WD	4598/0028
03/26/2002	--	CT	4561/0573
03/31/2000	$54,900	WD	4155/1976
05/09/1990	$52,000	WD	3059/2811
02/16/1983	--	QC	2411/2610
12/01/1980	$48,500	--	2269/1064
09/01/1980	$42,500	--	2256/2513

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1965
Frame:	MASNRYCONC	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1

Roof Structure:	HIP/GABLE

Residential Units	1
Commercial Units	0

Sub-Areas	
Base Area (1st)	1,081
Carport	240
Open Porch	80
Total Base Area	1,081
Total Sub Area	1,401

Extra Features	
Screen Enclosure	240

Code Enforcement Board
City of Cocoa, Florida

NOTICE OF VIOLATION

DATE: February 11, 2015

CASE NO: 15-335

Name and address of owner(s):
Gerald Paradis
7904 S. Highway A1A
Melbourne Beach, FL 32951

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby notified that corrective action(s) to cure the violation(s) described below is/are to be voluntarily performed within thirty (30) days.

In the event that the violation(s) is/are not corrected within the time period set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board.

The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for each first violation or up to $500 per day for each repeat violation described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time period required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection.

Location of Violation: 2744 Cherbourg Rd. Cocoa FL 32926
PARCEL ID: 24-36-18-IU-00008.0-0010.00
Violation(s) at Property: Sec.6-1003(g) *Roofs & Drainage*, **Sec.1001 (g)** *Accessory Structure (fence)*, **Sec.6-900(b)(1)** *Accumulation of Junk & Debris*

Recommendations to Correct Violation(s): *Repair or replace damaged areas of the roof to include fascia. Repair or replace missing and damaged slats on the fence. Remove or store properly the construction debris/pavers from the front porch.*

If you have any questions regarding this Notice of Violation or the recommendations contained herein do not hesitate to contact the below signed Code Enforcement Officer at the City of Cocoa.

Dail Echevarria, Jr.
Code Enforcement Officer
321-433-8530

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 15-00000335
91 7108 2133 3939 5961 7249

THE CITY OF COCOA
A Florida Municipal Corporation,

Complainant,

vs.

Gerald & Cathy Paradis
Owners of the Property located at:
2744 Cherbourg Rd., Cocoa, FL 32926
Parcel ID: 24-36-18-IU-00008.0-0010.00
LEGAL: COLLEGE GREEN ESTATES UNIT 2 LOT 10 BLK 8 PLAT BOOK 0020 PAGE 0016
Respondent,

_____/

ORDER IMPOSING PENALTY ON FIRST VIOLATION

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on April 16, 2015 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact and Conclusions of Law incorporated into this Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds:

1. That the Respondent was provided a Notice of Violation in accordance with Section 6-804 of the City of Cocoa Code of Ordinances ("City Code") and consistent with Sections 162.06 and 162.12 of the Florida Statutes;

2. That a violation of Section 6-900(b)(1), Accumulation of Trash & Debris; Section 6-1001(g), Accessory Structures (fence); and Section 6-1003(g), Roofs & Drainage, of the City Code, exist or existed upon the Property and Respondent was further provided a reasonable time to correct said violation;

3. That Respondent either failed or refused to correct such violation within the reasonable time period provided in the Notice of Violation; that the Respondent was provided Notice of Hearing before the Code Enforcement Board;

4. The Respondent was not present at a dully noticed Compliance Hearing held by the Code Enforcement Board of the City of Cocoa, Florida on June 18, 2015.

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS, IT IS HEREBY ORDERED:

1. Respondent be given until May 16, 2015 to correct any violation of the City Code on the property; and

2. If Respondent fails to correct the violation within the time period set forth herein, the Code Enforcement Officer shall schedule a compliance hearing before the Code Enforcement Board and Respondent shall be duly noticed and given an opportunity to appear and present evidence as to the status of the violation on the property. Upon a finding by the Code Enforcement Board that the property remains in violation, a fine will be immediately entered in the amount of one hundred dollars ($100.00) per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to provide notice of such violation being corrected to the Code Enforcement Officer.

3. If Respondent fails to correct any and all violations on the property within the time period prescribed herein, the Clerk of the Code Enforcement Board shall be directed to record a certified copy of this Order in the public records for Brevard County, Florida, which shall serve as a lien against the property.

4. Any and all future recurrences of any violation(s) addressed herein after same have been corrected shall necessitate further proceedings before the Code Enforcement Board without necessarily providing Respondent and opportunity to correct such violation and that the Code Enforcement Board, upon finding such repeat violation(s) exist shall impose a fine in the amount of two hundred dollars ($200.00) {not to exceed five hundred dollars ($500.00)} per day for each repeat violation, beginning on the first day the repeat violation(s) is/are found to exist.

DONE AND ORDERED at Cocoa, Florida, this 18th day of June, 2015.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 22 day of June, 2015, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

JOY LOMBARDI
MY COMMISSION # EE 094753
EXPIRES: August 3, 2015
Bonded Thru Notary Public Underwriters

Notary Public Signature

Legislation Details (With Text)

File #:	23-469	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/2/2023			**In control:**	City Council
On agenda:	8/8/2023			**Final action:**	

Title: Approve a Resolution Amending the FY23 Budget, BAF# 23-101-IFT (2), recognizing revenue from FEMA's increased project funding and assigning the expenditures for the increased cost. Authorize the City Manager to execute the contract modification with FEMA for additional funding of the Broadmoor Acres / Fiske Boulevard Drainage Improvements project. FEMA's Federal Share of 75% is $4,103,261.25, and the City's 25% cost share is $1,367,753.75 totaling $5,471,015. Authorize the City Manager to request and execute a time extension for this contract agreement. (Interim Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments: 4337-428-R-MOD#1-For Subrecipient Signature 6-28-2023.pdf
Budget Resolution FY 2023-086 ADA Compliant.pdf
4337-428-R - Executed Modification (7-16-2021).pdf
BAF 23-101-IFT-FN-Fiske-Broadmoor Acres Drainage (8-8-23)1 of 2 -Agenda 23-469.pdf
BAF 23-101-IFT-FN-Fiske-Broadmoor Acres Drainage (8-8-23)2 of 2-Agenda 23-469 (002).pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 2, 2023
Agenda Date: August 8, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Abigail Morgan, P.E., Interim Public Works Director / City Engineer
Requested Action:
Approve a Resolution Amending the FY23 Budget, BAF# 23-101-IFT (2), recognizing revenue from FEMA's increased project funding and assigning the expenditures for the increased cost. Authorize the City Manager to execute the contract modification with FEMA for additional funding of the Broadmoor Acres / Fiske Boulevard Drainage Improvements project. FEMA's Federal Share of 75% is $4,103,261.25, and the City's 25% cost share is $1,367,753.75 totaling $5,471,015. Authorize the City Manager to request and execute a time extension for this contract agreement.

BACKGROUND:

On June 1, 2021, City Council authorized the City Manager to execute the Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project, FEMA Project Number 4337-428-R Grant Agreement.

On August 4, 2022, the City of Cocoa (City) held the Bid Opening for the Fiske Blvd. Roadway and

Broadmoor Acres Drainage Improvements Project (FEMA-DR-4337-FL). The City received two bids. One bid was a notice of "No Bid". The other bid came in at $4,997,446.30. As recommended by FEMA, the City reposted the bid on August 30, 2022.

On October 14, 2022, there was another public bid opening. For a second time, the City received a single bid of $5,471,014.80. This is nearly a 10% increase in less than 90 days and a nearly 77% increase in the original project cost estimate, which was based on current industry rates specific to this region. It is apparent that escalating prices have driven this project's cost up.

On June 28, 2023 FEMA approved the City's request for additional funding:

Federal Share:	$4,103,261.25 @ 75%
Non-Federal (Local) Share:	$1,367,753.75 @ 25%
Total:	$5,471,015.00

A 10% project contingency has also been allocated to the budget lines in the amount of $547,102.

Total Project Budget with Contingency = $6,018,117. Public Works will return to City Council to Award the Bid and Contingency Resolution.

At the Council's Budget Workshop on July 10, 2023, Council prioritized funding this project over the Dixon and Indian River Drive improvements.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

BAF # 23-101-IFT (2) Attached for Details

Infrastructure Fiske Blvd 4337-428-R
303-3570-538.63-01 GR2108
$4,376,609

Infrastructure Fiske Blvd
303-3570-538.63-08 GR2108
$462,428

Infrastructure Fiske Blvd Water/Sewer
424-4055-536.63-08 GR2108
$1,179,080

Total Budget for GR2108 includes a 10% Contingency (Which will be brought back to City Council when the bid is awarded: $6,018,117

PREVIOUS ACTION:

On November 29, 2022 Council authorized the Mayor to request a budget increase for this project.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY23 Budget, BAF# 23-101-IFT (2), recognizing revenue from FEMA's increased project funding and assigning the expenditures for the increased cost. Authorize the City Manager to execute the contract modification with FEMA for additional funding of the Broadmoor Acres / Fiske Boulevard Drainage Improvements project. FEMA's Federal Share of 75% is $4,103,261.25, and the City's 25% cost share is $1,367,753.75 totaling $5,471,015. Authorize the City Manager to request and execute a time extension for this contract agreement.

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SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Cocoa
PROJECT #:	4337-428-R
PROJECT TITLE:	City of Cocoa, Broadmoor Acres/Fiske Boulevard, Drainage
CONTRACT #:	H0610
MODIFICATION #:	1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Bryant Smitt III Public Works Director/City Engineer 155 N. Wilson Street Cocoa, FL 32922

Enclosed is your copy of the proposed contract/modification between **City of Cocoa** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittal
☐	Signed electronic copy
☐	Reviewed and Approved
☐	Signed and Dated by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Electronic Submittal to the Grant Specialist Evan Jenkins on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4578 or email me at Renee.Singh@em.myflorida.com.

Contract Number: H0610

Project Number: 4337-428-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF COCOA

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Cocoa, ("the Sub-Recipient") to modify Contract Number H0610, dated July 16, 2021 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $2,319,585.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Budget and Scope of Work by increasing the Federal funding by $2,057,023.25 under the Agreement.

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

1. The Agreement is amended to increase the Federal Funding by $2,057,023.25 , for the maximum amount payable under the Agreement to $4,376,608.25, (Four Million Three Hundred Seventy-Six Thousand Six Hundred Eight Dollars and Twenty-Five Cents).

2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF COCOA

By:_____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A

(1st Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of Fiske Boulevard and Broadmoor Acres Subdivision, in Cocoa, Brevard County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-428-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Cocoa, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in Cocoa, Florida, 32922.

The HMGP construction scope of work shall install roadside swales to accommodate street runoff and excess runoff that the existing system is not designed to accommodate. Furthermore, the project shall construct a new outfall pipe along Fiske Boulevard to assist the current 36" outfall pipe along School Street, which is over capacity during intense storms, causing flooding and property damage to Broadmoor Acres and portions of Fiske Boulevard.

The project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations: City of Cocoa, Brevard County, FL 32922

ID#	Name/Station	Coordinates
1)	NW	(28.36399, -80.74666)
2)	SW	(28.36036, -80.74666)
3)	NE	(28.36440, -80.74265)
4)	SE	(28.35768, -80.74258)
5)	OUTFALL	(28.36465, -80.740296)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letter of Completion:

   1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

   2. Certifying Compliance with all applicable codes.

c) Letter verifying compliance with the National Historic Preservation Act, to include whether archaeological deposits, prehistoric or historic artifacts, or human remains were encountered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

d) Permit(s) and verification of compliance:

   1. South Florida Water Management District.

   2. United States Army Corps of Engineers (USACE).

   NOTE: If no permit was needed – a letter stating "no permit required".

e) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

   The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

   The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

   Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

   Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

   Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and

supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments shall be applied to larger awards allowing smaller awards to be fully obligated. Obligations shall be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds shall be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) <u>Deliverables:</u>

Mitigation Activities consist of drainage improvements of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in Cocoa, Florida, 32922.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

The completed project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.
3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity

of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

6) The project location contains wetlands or surface waters a permit from the U.S. Army Corps of Engineers shall be required. If permit is required, copy of permit must be provided at closeout.

7) For project closeout, the Sub-Recipient shall provide verification of compliance with the South Florida Water Management District (SFWMD) Individual Environmental Resource Individual Permit No. 64593-13, issued 07/27/2018.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

9) Special Conditions required on implementation of Projects:

CWA: The project location contains wetlands or surface waters a permit from the U.S. Army Corps of Engineers shall be required. If permit is required, copy of permit must be provided at closeout.

Source of condition: Clean Water Act (CWA) **Monitoring Required: No**

a) All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

b) A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

c) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit. 4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), Construction Commencement Notice, (October 1, 2013).

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

d) However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

e) Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

f) Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

   1) For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit¿ [Form 62-330.310(3)]; or

   2) For all other activities As-Built Certification and Request for Conversion to Operation Phase [Form 62-330.310(1)].

   3) If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

g) If the final operation and maintenance entity is a third party:

1) Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2) Within 30 days of submittal of the as- built certification, the permittee shall submit Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

h) The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

i) This permit does not:

1) Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

2) Convey to the permittee or create in the permittee any interest in real property;

3) Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

4) Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

j) Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

k) The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

l) The permittee shall notify the District in writing:

1) Immediately if any previously submitted information is discovered to be inaccurate; and

2) Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long- term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

m) Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

n) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface

disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

o) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

p) The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

q) This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource- related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

r) A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62- 330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

s) This permit for construction will expire five years from the date of issuance.

t) At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

u) All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

v) The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure or deviation.

w) The project must be constructed and operated as per plans received by the District on July 24, 2018.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

NHPA

x) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

y) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

Source of condition: National Historic Preservation Act (NHPA) **Monitoring Required: No**

10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and shall be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-428-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on February 26, 2021; this Agreement was executed on July 16, 2021, and the Period of Performance for this project shall end on **February 28, 2024**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**36**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$5,471,015.00	$4,103,261.25	$1,367,753.75
Labor:	$0.00	$0.00	$0.00
Fees:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$5,471,015.00**	**$4,103,261.25**	**$1,367,753.75**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$5,471,015.00**	**$4,103,261.25**	**$1,367,753.75**
****SRMC**			
SRMC:	$273,347.00	$273,347.00	
SRMC-Pre-Award:	$0.00	$0.00	
SRMC Total:	**$273,347.00**	**$273,347.00**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

****** This project has an estimated $0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

******** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $273,347.00 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$4,103,261.25	(75.00%)
Non-Federal Share:	$1,367,753.75	(25.00%)
Total Project Cost:	**$5,471,015.00**	**(100.00%)**

SRMC (100% Federal)	$273,347.00

RESOLUTION NO. 2023-086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; 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, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; 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 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at the Regular City Council meeting assembled on the 8th day of August, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

July 15, 2021

Bryant Smith, III
Public Works Director/City Engineer
City of Cocoa
155 North Wilson Street
Cocoa, Florida 32922

Re: Project Number: 4337-428-R, City of Cocoa, Broadmoor Acres/Fiske Boulevard, Drainage

Dear Mr. Bryant Smith, III:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0610 between the City of Cocoa and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Renee.Singh@em.myflorida.com. The Project Manager for this contract is:

Renee Singh, Project Manager
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Renee Singh at 850 815-4578.

Respectfully,

Miles E. Anderson

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation, email=Miles.anderson@em.myflorida.com, c=US
Date: 2021.07.16 15:00:30 -04'00'

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Agreement Number: **H0610**

Project Number: **4337-428-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	City of Cocoa
Sub-Recipient's unique entity identifier:	59-6000292
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	February 26, 2021
Subaward Period of Performance Start and End Date:	Upon execution through February 28, 2024
Amount of Federal Funds Obligated by this Agreement:	$2,319,585.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$2,319,585.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$2,319,585.00
Federal award project description (see FFATA):	Drainage
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Renee.Singh@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **City of Cocoa**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Renee Singh
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809
Telephone: 850-815-4578
Email: Renee.Singh@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Bryant Smith III
   Public Works Director/City Engineer
   City of Cocoa
   155 North Wilson Street
   Cocoa, Florida 32922
   Telephone: 321-433-8771
   Email: bsmith@cocoafl.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **February 28, 2024**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$2,319,585.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives,

shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

A) Terminate this Agreement in accordance with the provisions outlined in paragraph (13) above; or,

B) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
>
> iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Cocoa

By: _____

Name and Title: Stockton Whitten, City Manager

Date: June 8, 2021

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Miles E. Anderson Digitally signed by Miles E. Anderson DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation, email=Miles.anderson@em.myflorida.com, c=US Date: 2021.07.16 15:00:54 -04'00'

Name and Title: Jared Moskowitz, Director

Date: 07/16/2021

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 2,319,585.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Localized Minor Drainage Improvement
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of Fiske Boulevard and Broadmoor Acres Subdivision, City of Cocoa, Brevard County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-428-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Cocoa, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in City of Cocoa, Florida, 32922.

The HMGP construction scope of work proposes to install roadside swales to accommodate street runoff and excess runoff that the existing system is not designed to accommodate. The proposed project shall include constructing a new outfall pipe along Fiske Boulevard to assist the current 36" outfall pipe along School Street, which is over capacity during intense storms, causing flooding and property damage to Broadmoor Acres and portions of Fiske Boulevard.

The project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations: City of Cocoa, Brevard County, FL 32922.

ID#	Name/Station	Coordinates_
1)	NW	(28.36399, -80.74666)
2)	SW	(28.36036, -80.74666)
3)	NE	(28.36440, -80.74265)
4)	SE	(28.35768, -80.74258)
5)	OUTFALL	(28.36465, -80.740296)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letter of Completion:

1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
2. Certifying Compliance with all applicable codes.

c) Archeological Materials – Project affects undisturbed ground – potential for presence of archeological resources. Projects that involve groundbreaking shall need written verification from the Sub-Recipient for compliance during project construction.

1. Letter verifying compliance with the National Historic Preservation Act, to include if archaeological materials or human remains were encountered during project activities, if so, that they were handled in accordance with Florida Statutes, Section 872.05.
2. Or a letter stating no archeological materials were discovered during project construction.

d) Permit(s) and verification of compliance:

1. Water Management Districts.
2. United States Army Corps of Engineers (USACE).
3. Department of Environmental Protection (DEP).
4. Department of Transportation (DOT).
5. Local jurisdiction(s).

NOTE: If no permit was needed – a letter stating "no permit required".

e) Best Management Practices were utilized – Submit letter at closeout.

f) National Pollutant Discharge Elimination System (NPDES) storm water permit – Required for any drainage **over one acre**. Include

1. Storm Water Pollution Prevention Plan (SWPPP);
2. Notice of Intent (NOI), awarded by the Florida Department of Environmental Protection (FDEP);
3. Notice of Termination (NOT); terminates the NOI (from FDEP);

OR If the area of disturbance was **less than one** acre, a letter stating the extent of the ground disturbance (by site).

g) Ground Dewatering Activities at the construction site:

1. Provide documentation of coverage under FDEP "Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity";
2. **OR** Letter stating that "No ground dewatering activities took place at this project's site".

h) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of drainage improvements to Fiske Boulevard and the surrounding Broadmoor Acres Subdivision in the City of Cocoa, Florida, to include roadside swales to accommodate street runoff and excess runoff that the existing system is not designed to accommodate.

The completed project shall provide protection against a 25-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.

3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

5) The project location contains wetlands or surface waters a permit from the U.S. Army Corps of Engineers may be required. If permit is required, copy of permit must be provided at closeout, or if not required copy of No Permit Required (NPR) must be submitted.

6) A National Pollutant Discharge Elimination System (NPDES) stormwater permit shall be obtained (if area of disturbance shall be greater than one acre). The Sub-Recipient shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the Notice of Intent (NOI) submitted to use the State of Florida Generic Permit for stormwater discharge from construction activities; response letter from Florida Department of Environmental Protection (FDEP) if provided; and a copy of the Notice of Termination (NOT) shall be submitted at project closeout.

7) For project closeout, the Sub-Recipient shall provide verification of compliance with the South Florida Water Management District (SFWMD) General Permit for the Environmental Resource General Permit No. 64593-13, issued July 27, 2018.

8) An Environmental Resource Permit shall be obtained prior to any construction activities. Verification of compliance and copies of all permits shall be provided at project closeout.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

9) Special Conditions required on implementation of this Project. Source of condition information detailed within the FEMA Award letter dated February 26, 2021.

   a) Source of condition: Clean Water Act (CWA)

   b) Source of condition: Coastal Zone Management Act (CZMA)

c) Source of condition: National Historic Preservation Act (NHPA)

d) Monitoring Required: No on-site monitoring required.

This is FEMA project number **4337-428-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on February 26, 2021; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **February 28, 2024**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**36**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$2,811,609.00	$2,108,706.75	$702,902.25
Labor:	$0.00	$0.00	$0.00
Fees:	$281,171.00	$210,878.25	$70,292.75
Initial Agreement Amount:	**$3,092,780.00**	**$2,319,585.00**	**$773,195.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$3,092,780.00**	**$2,319,585.00**	**$773,195.00**

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated $0.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

Funding Summary Totals

Federal Share:	$2,319,585.00	(75.00%)
Non-Federal Share:	$773,195.00	(25.00%)
Total Project Cost:	**$3,092,780.00**	**(100.00%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.

v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(v) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Cocoa

REMIT ADDRESS: 155 North Wilson Street

CITY: Cocoa STATE: Florida ZIP CODE: 32922

PROJECT TYPE: Drainage PROJECT #: 4337-428-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0610

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment #: _____

Total of Previous Payments to Date: _____ (Federal)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Cocoa PAYMENT #:

PROJECT TYPE: Drainage PROJECT #: 4337-428-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0610

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Cocoa

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Cocoa **PROJECT #:** 4337-428-R

PROJECT TYPE: Drainage **CONTRACT #:** H0610

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Cocoa
Sub-Recipient's Name

H0610
DEM Contract Number

4337-428-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-428-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 2,319,585.00

OBLIGATION/ACTION DATE: February 26, 2021

SUBAWARD DATE (if applicable): _____

DUNS#: 079195608

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Cocoa

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 65 Stone Street

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Cocoa STATE FL ZIP CODE+4** 32922-7982

PARENT COMPANY DUNS# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in City of Cocoa, Florida, 32922.

The HMGP construction scope of work proposes to install roadside swales to accommodate street runoff and excess runoff that the existing system is not designed to accommodate. The proposed project shall include constructing a new outfall pipe along Fiske Boulevard to assist the current 36" outfall pipe along School Street, which is over capacity during intense storms, causing flooding and property damage to Broadmoor Acres and portions of Fiske Boulevard.

The project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): N. Fiske Blvd from Peachtree St to W. Highland Blvd and the portion of

ADDRESS LINE 1: the Broadmoor Acres Subdivision between those limits.

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Cocoa STATE FL ZIP CODE+4** 32922-7337

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal

financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ■

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax-qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Stockton Whitten, City Manager

DATE: 6/10/2021

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

■ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

d) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

e) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

f) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, City of Cocoa, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Stockton Whitten, City Manager

Name and Title of Sub-Recipient/subcontractor's Authorized Official

6/10/2021

Date

City of Cocoa Budget Adjustment Form FY 2023 - 23-101-IFT

SELECT ADJUSTMENT TYPE: INTERFUND TRANSFER | REQUESTING DEPARTMENT #: FN | DATE PREPARED: 08/01/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,057,024	303-0000-331.91-01	GR2108	Fiske Blvd 4337-428-R	$ 0	$ 0	$ 2,057,024	$ 0
$ 840,437	001-0000-381.91-31	GR2108	Interfund Transfer From 303	$ 0	$ 0	$ 840,437	$ 0
($ 840,437)	001-0000-389.99-50	GR2108	Fund Balance Reserves	$ 0	$ 0	($ 840,437)	$ 0
($ 560,000)	001-0000-389.99-50	AFBP22	Fund Balance Reserves	$ 0	$ 0	($ 560,000)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,497,024	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,057,024	303-3570-538.63-01	GR2108	Infrastructure Fiske Blvd 4337-428-R (Grant	$ 0	$ 0	$ 2,057,024	$ 0
($ 840,437)	303-3570-538.63-08	GR2108	Fiske Blvd Project	$ 0	$ 0	($ 840,437)	$ 0
$ 840,437	303-3570-581.91-01	GR2108	Interfund Transfer To 001	$ 0	$ 0	$ 840,437	$ 0
($ 560,000)	001-1600-513.39-00	AFBP22	Contingency	$ 0	$ 0	($ 560,000)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,497,024	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Fiske Blvd. Grant Project received additional revenue from FEMA, due to the increased cost of the project. This BAF is increasing the revenue as well as increasing the expenditures of the project. 1 of 2 Agenda 23-469.

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** _____ ***RESOLUTION #:*** 2023-086

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.

Lora Howell Digitally signed by Lora Howell Date: 2023.08.03 08:59:58 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.08.03 13:11:06 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Abigail Morgan Digitally signed by Abigail Morgan Date: 2023.08.03 10:29:07 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.08.03 13:11:45 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2023 - 23-101-IFT

SELECT ADJUSTMENT TYPE: INTERFUND TRANSFER | REQUESTING DEPARTMENT #: FN | DATE PREPARED: 08/03/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 383,914	424-0000-381.91-21	GR2108	Interfund Transfer From 421	$ 15,576,000	$ 19,208,783	$ 19,592,697	$ 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
$ 383,914	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 383,914)	421-4010-536.39-00	GR2108	WS Contigency	$ 1,063,223	$ 461,883	$ 77,969	$ 0
$ 383,914	421-4010-581.91-24	GR2108	Interfund Transfer to 424	$ 1,576,000	$ 19,208,783	$ 19,592,697	$ 0
$ 383,914	424-4055-536.63-08	GR2108	Fiske Blvd Project Infrastructure	$ 0	$ 860,879	$ 1,244,793	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 383,914	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This is the additional cost of the Utility portion of the Fiske Blvd Project, including 10% contingency.
The additional funding is funded with WS Contingency and is being transfered to the Renewal and Replacement Fund.

2 of 2. Agenda 23-469

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** _____ ***RESOLUTION #:*** 2023-086

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.

Lora Howell Digitally signed by Lora Howell Date: 2023.08.03 08:44:11 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.08.03 13:13:30 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2023.08.03 09:07:28 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.08.03 13:14:03 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	23-470	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	8/2/2023			**In control:**	City Council
On agenda:	8/8/2023			**Final action:**	
Title:	Approve the Preliminary Assessment Resolution 2023-082 for Fire Protection, for Fiscal Year 2024. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Preliminary Fire Assessment Resolution 23-082.docx PROOF FT-GCI1088805-01.pdf Tech Memo FY24 Cocoa Fire Assessment 20230713.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 2, 2023
Agenda Date: August 8, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Stockton Whitten, City Manager and
Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve the Preliminary Assessment Resolution 2023-082 for Fire Protection, for Fiscal Year 2024.

BACKGROUND:

On May 9, 2006, City Council approved Ordinance 20-2006 (“Ordinance”) that adopted a fire protection assessment to partially fund the provision of fire protection and first response medical services (“rescue”) (collectively “fire protection services”) to properties within the City. Each year as part of the budgeting process, City Council must adopt the fire assessment rate schedule for the upcoming budget year.

In May 2013, the City entered into a contract with Stantec (Burton & Associates, Inc.), to conduct a study for purposes of updating the City’s fire protection assessment using a revised methodology that is based upon the availability of fire protection services to all parcels within City limits and the protection from loss of structures on improved parcels within City limits. In addition, the new methodology was used to develop a rate structure that will partially fund the City’s cost to provide fire protection services consistent with the authority set forth in the Ordinance. The results of the Study and recommendations are reported in the “FY2014 Non-Ad Valorem Fire Protection Assessment Study Final Report” dated August 7, 2013, which was presented to City Council on August 13, 2013.

The Study was updated in July 2015 with the objective to develop an updated methodology that will result in assessment rates that will recover a portion of the full cost of providing fire protection service to properties within the City limits in proportion to the benefit received and to more equitably apportion the cost to vacant properties. Calculations to determine the rate structure include all appropriate costs to operate the City's Fire Department except for distinct costs attributable to emergency medical services, as required by law. Revenue from the fire protection assessment will be utilized to sustain the current level of service and to partially fund construction of new fire stations in future fiscal years.

The Final Assessment Resolution for FY2017 was approved by City Council on September 6, 2016 with the recommendation of a 3% increase to the Fire Assessment rate, which was incorporated into the General Fund Sustainability Analysis. Based on this analysis, it was determined that the rate increase would provide sufficient revenues for projected operations, maintenance costs, and the Fire Department's capital improvement plan.

During the FY2018 Budget Workshop on June 29th, 2017, City Staff presented to City Council, Stantec' s (Burton and Associates) recommendation of a proposed 5% increase to the Fire Assessment rate, which was incorporated into the General Fund Sustainability Analysis. Based on this analysis, it was determined that the rate increase would provide sufficient revenues operations, maintenance costs, and the Fire Department's capital improvement plan. The additional 2% over the projected 3% which equals the proposed 5%, provided for the full amount of debt service incurred for the construction of the City's three (3) fire stations. The original debt service was projected at $425,000 per year; however, after securing the debt the annual debt service amounted to approximately $465,000 per year. On September 5, 2017, City Council approved Final Fire Assessment Resolution 2017-78, with the recommended 5% increase.

At the September 5, 2018 City Council meeting, Staff recommended that the City Council approve the Final Fire Assessment Resolution inclusive of a 3% increase. For the purposes of this non-ad valorem assessment, benefited parcels are all parcels within the jurisdictional limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, rights-of-way/buffers and other properties exempted by law, agreement, or other lawful action of the City Council. Additionally, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment.

On September 11, 2019 at the City Council Meeting, Staff recommended a 3% increase to Fire Assessment Rates for the FY2020 Budget. The rate increase was approved and the Final Assessment Resolution was Adopted by City Council, which supported 43% of the Fire Departments Budget.

On September 9, 2020 at the City Council Meeting, Staff recommended a 3% increase to Fire Assessment Rates for the FY2021 Budget. The rate increase was approved and the Final Assessment Resolution was Adopted by City Council, which supported 42% of the Fire Departments Budget.

On September 14, 2021 at the City Council Meeting, Staff recommended a 3% increase to Fire Assessment Rates for the FY2022 Budget. The rate increase was approved and the Final Assessment Resolution was Adopted by City Council, which supported 44% of the Fire Departments Budget.

On August 23, 2022 at the City Council Meeting, Staff recommended a 3% increase to Fire Assessment Rates for the FY2023 Budget. The rate increase was approved and the Final Assessment Resolution was Adopted by City Council, which supported 43% of the Fire Departments Budget.

At the July 10, 2023 Budget Workshop, City Council approved the recommendation by Stantec and City Staff, to build in a 3% increase to Fire Assessment Rates within the FY24 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 22, 2023 at 6:00P.M., in City Council Chambers. The final approved rates are then submitted to the Brevard County Property Appraiser and 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, 2023.

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 2023:

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

Proposed Fiscal Year 2024 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	$242.69	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$171.59	$216.45

Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$10.75	$13.55

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 FY2024 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 FY2024 from this proposed fire protection assessment is estimated to be $3.45 million dollars, **which is ~41%** of FY2024 proposed budgeted fire protection services. Fire assessment budgeted at 95%, $3.28 million dollars, **which is ~39%** of the FY2024 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 2023-082 for Fire Protection, for Fiscal Year 2024.

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 22, 2023, 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 2023/2024 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.

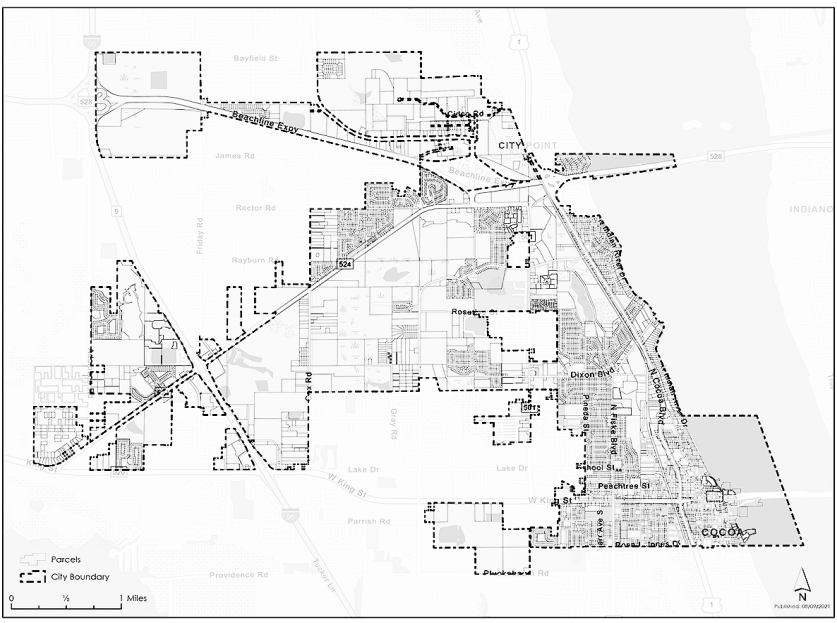
For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, rights-of-way/buffers and other properties exempted by law, agreement, or other lawful action 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	$242.69	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$171.59	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$10.75	$13.55

(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 2023/2024 under the non-ad valorem assessment program is estimated to be approximately $3.45 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-GCI1088805-01

Technical Memorandum

To:	Stockton Whitten, City Manager 85 Stone Street Cocoa, FL 32922	From:	Peter Napoli, Manager 777 S Harbour Island Boulevard Suite 600 Tampa FL 33602
Project/File:	224802102	Date:	July 12, 2023

Reference: City of Cocoa Fiscal Year 2024 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 2024.

Scope

The scope for the FY 2024 Fire Assessment Roll Update included the following:

1) Evaluate the need for increased Fire Assessment revenue to support the General Fund Financial Sustainability Analysis, the results of which are being delivered in a separate Report.
2) Obtain Brevard County Property Appraiser parcel data on June 1 and July 1 to use as the basis of the FY 2024 updated Assessment Roll.
3) Prepare an updated Non-Ad Valorem Fire Assessment Roll to include the revenue increase in the assessment to all assessed parcels as indicated in the results section of this memo.

Results

1) Based upon the analysis conducted in this year's update, the Fire Assessment rates should increase by 3.00% as shown in the table below. Note that there is no change to the Fire Assessment methodology for FY 2024.

	FY 2023	FY 2024	Increase %
Residential Rate per Dwelling Unit	$ 235.62	$ 242.69	3.00%
Tier 1 Rate per Parcel EBU [1]	$ 166.59	$ 171.59	3.00%
Tier 2 Rate per Parcel EBU [2]	$ 10.44	$ 10.75	3.00%

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

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

Reference: City of Cocoa Fiscal Year 2024 Fire Assessment Roll Update

The updated Non-Ad Valorem Assessment Roll submitted to the City for review indicates a total billed assessment revenue of $3.45 million or estimated collected revenue of $3.28 million at the assumed 95% collection rate for FY 2024. These revenues, in combination with a subsidy from the General Fund for the remaining costs of providing Fire Protection services, will sufficiently fund the Fire Department's projected operations and maintenance costs and capital improvement program. The General Fund Sustainability Analysis performed separately from this project provides for the projected financial dynamics of the General Fund and shows the sustainable 10-year projection with the 3.0% increased Fire Assessment rate adjustments included therein.

The City's projected Fire Assessment revenue must provide sufficient funding for the annual debt service requirements of the Series 2016 Fire Assessment Bonds (Fire Stations) and the Series 2014 Note (Fire Apparatus). This year's analysis confirms the City's projected Fire Assessment revenues will maintain the City's policy, requiring revenues at least 1.25 times greater than the annual debt service requirements, and ensure the adequate funding of the debt service requirements for the debt service amount due in FY 2024.

A Fire Assessment Roll is being delivered separately to reflect all current assessable parcels. Any parcels that are receiving the Fire Assessment for the first time are required to be noticed via first class mail and a list of those parcels have been provided to the City. A separate roll is delivered for use by the Brevard County Property Appraiser and Tax Collector for TRIM purposes. Upon review and any revisions, the final roll will be delivered for the FY 2024 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
Manager
Mobile: 904-671-0117
Peter.napoli@stantec.com

stantec.com

Legislation Details (With Text)

File #:	23-471	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	8/2/2023			**In control:**	City Council
On agenda:	8/8/2023			**Final action:**	
Title:	Approve the Preliminary Assessment Resolution 2023-083 for Stormwater Utility Services, Fiscal Year 2024. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution - Preliminary Stormwater Assessment 23-083.docx fy23_cocoa_stormwater_rsa_workbook_v1.pdf Proof FT-GCI1088814-01.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 2, 2023
Agenda Date: August 8, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Stockton Whitten, City Manager and
Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve the Preliminary Assessment Resolution 2023-083 for Stormwater Utility Services, Fiscal Year 2024.

BACKGROUND:

In 1992, the City of Cocoa established a Stormwater Utility Fee (City Ordinance, Sec. 22-85), to fund operating and capital projects and to maintain the City's drainage, ditches, swales, piping, inlets, manholes, and retention/detention ponds. At that time, a complete evaluation of all pervious and impervious surfaces, on non-residential and undisturbed parcels within the City limits, resulted in the development of a calculation inclusive of both surfaces. Residential properties assigned a Single-Family Unit (SFU) rate, for parcels, under 5 acres and residential properties over 5 acres were inclusive of a pervious surface component and multi-family residential units assigned the (SFU) rate per unit.

December of 2018, the City contracted with Stantec Consulting, to develop a 10-year financial plan for the Stormwater Fund. City Staff provided our consultant with audited FY 2018 financial information and the amended FY 2019 budget, to assist with the 10-year financial plan modeling. Mead and Hunt, one of the City's engineering firms, was simultaneously evaluating capital and water quality needs and developing a 10-year work plan for the stormwater utility, including new regulatory

requirements for the Indian River Lagoon.

At the May 14, 2019 Stormwater Utility Workshop, Stantec presented to City Council a change in methodology on the calculation and collection of fees for the Stormwater Utility. Industry supports basing Stormwater rates on impervious surface only, and not including pervious surface in the calculation, which is a complete departure from the current methodology in our Utility database. A comprehensive evaluation of the impervious surface, utilizing the Brevard County Property Appraisers Data, on all non-residential parcels inside the City limits of Cocoa, presented to City Council at this workshop. Also presented to City Council was the average impervious surface for residential properties. At the Workshop, the direction from City Council was to also validate all residential properties impervious square surface, and develop a more equitable tiered rate structure.

During the workshop, a discussion on the current method of collection ensued as there are two primary issues using the Utility Fee method of collection. A shortfall in revenue, due to vacancies/turn-over of commercial and residential properties, creating inactive utility accounts not billing for stormwater service, and the mapping of a parcel with a utility account. Example: A larger commercial parcel (strip-mall) may have ten (10) utility accounts associated with it. It is challenging and not always equitable, to assign a utility fee to each unit. In addition, if the units are vacant, the parcel is not paying for its share of the stormwater benefit they are receiving. Direction from City Council was to continue to move forward with the Uniform Method of Collection as an Assessment, verses staying with the Utility Fee method.

On June 26, 2019, the first reading of Ordinance No. 10-2019, Home Rule Stormwater Special Assessment was presented to City Council, to utilize special assessment procedures. The Ordinance approved by City Council and the second and final reading held on and approved, July 10, 2019.

On August 28, 2019, an Initial Assessment Resolution No. 2019-069, was approved by City Council as required by Ordinance. After the approval of the Initial Assessment Resolution, a Public Hearing was held on September 11, 2019, in accordance with the Ordinance and Florida Statues, for the purposes of formally adopting the Final Assessment Resolution No. 2019-071. At this time, the Stormwater rates were removed from the Utility Bills September 30, 2019.

At the July 10, 2023 Budget Workshop, City Council approved the recommendation by Stantec and City Staff, to build in a 4% increase to Stormwater Rates within the FY 2024 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 22, 2023 at 6:00P.M., in City Council Chambers.

The current Fiscal Year 2023 stormwater assessment rates, adopted by City Council last year 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. of impervious area

$85.65	$131.77	$229.29

The Proposed Fiscal Year 2024 Rates, inclusive of a 4% increase are as follows:

FY 2024 Assessment Rates for Single-Family Parcels (up to three units)		
Tier 1: 400 - 2,300 sq. ft. of impervious area	Tier 2: 2,400 - 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$89.08	$137.04	$238.46

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 2023 annual property tax bill, no later than September 15, 2023.

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 $137.04 (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 2024 Assessment Rate for Non-Single-Family Parcels
$137.04 Per ERU

The revenue sufficiency study updated and conducted this Fiscal Year, indicate the need for a 4% increase to the Stormwater Assessment Rates in FY 2024, and 4% 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.

BUDGETARY IMPACT:

The estimated gross Stormwater Assessment Revenue Fiscal Year 2024 is $2.18 million dollars. Budgeted at 95% $2.07 million dollars.

PREVIOUS ACTION:

January 18th and 25th and February 1st and 8th 2019 - Advertised in the Florida Today Newspaper a Resolution of Intent, to change the method of collection to one of a Uniform Method of Collection, in pursuant to section 197.3632(3)(a) of Florida Statues and the Municipal Home Rule Powers Act.

February 13, 2019, 6:00 - Held a Public Hearing on the Resolution of Intent, to allow the use of the Uniform Method of Collection, pursuant of section 197.3632 of Florida Statues. Allow the City Manager, to enter into negotiations with the Brevard County Property Appraiser and Brevard County Tax Collectors Office to bill the assessment, should the 10-year financial model deem it prudent.

May 14, 2019 6:00 - Stormwater Utility Workshop, with Mead and Hunt, Stantec Consulting, City Staff, City Council, and the Public.

May 24, 2019 - The City of Cocoa entered into agreement with the Brevard County Tax Collector and Brevard County Property Appraiser, to bill the Non-Ad Valorem Assessment, previously approve by City Council on February 13, 2019.

June 26, 2019 - First Reading of Ordinance 10-2019: Home Rule Stormwater Special Assessment, advertised in Florida Today June 6, 2019.

July 10, 2019 - Final Reading of Ordinance 10-2019: Home Rule Stormwater Special Assessment, advertised in the Florida Today newspaper June 20, 2019.

August 23, 2019 - First Class mailing to all affected parcels, with the date, time and place of the reading of the Initial Assessment Resolution as well as the stormwater assessment rate/charge.

August 23, 2019 - Advertise in the Florida Today Newspaper, the date, time and place of the reading of the Initial Assessment Resolution as well as the stormwater assessment rate.

August 28, 2019 - Initial Assessment Resolution No. 2019-069 adopted by City Council for FY20.

September 11, 2019 - Final Assessment Resolution No. 2019-071 adopted by City Council for FY20.

August 26, 2020 - Preliminary Assessment Resolution 2020-194 adopted by City Council for FY21.

September 9, 2020 - Final Assessment Resolution No. 2020-196 Adopted by City Council for FY21

September 14, 2021 - Final Assessment Resolution No. 2021-083 Adopted by City Council for FY22

August 23, 2022 - Final Assessment Resolution No. 2022-078 Adopted by City Council for FY23

RECOMMENDED MOTION:

Approve the Preliminary Assessment Resolution 2023-083 for Stormwater Utility Services, Fiscal Year 2024.

City of Cocoa, Florida - Stormwater Utility

FY 2023 Stormwater Revenue Sufficiency Analysis

Assumptions & Preliminary Results Workbook

COCOA
FLORIDA

Stantec

Assumptions

Schedule 1

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
Rate Increase Adoption Date	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	10/1/2032
Annual Growth											
Stormwater											
Ending # of ERUs	17,057	17,190	17,311	17,432	17,554	17,677	17,801	17,925	18,051	18,177	18,304
ERU Growth	539	134	120	121	122	123	124	125	125	126	127
% Change in ERUs	*3.26%*	*0.78%*	*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)	$ 423,524	$ 4,503,737	$ 623,825	$ 1,277,125	$ 1,378,748	$ 1,924,395	$ 1,194,052	$ 1,229,874	$ 1,266,770	$ 1,304,773	$ 1,343,916
Annual Percent Executed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Average Annual Interest Earnings Rate											
On Fund Balances	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Operating Budget Reserve											
Target (Number of Months of Reserve)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Operating Budget Execution Percentage											
Personal Services	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
Cost of General Fund Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Operations and Maintenance	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%

FY 2023 Beginning Balances as of 10/1/2022 — Schedule 2

	Revenue Fund
Current Unrestricted Assets [1]	
Cash and Cash Equivalents	$ 2,439,551
Investments	192,387
Accounts Reveivable, Earned	
Accounts Receivable, net	3,313
Due from Other Governments	134
Prepaid Items	3,642
Total Assets	**$ 2,639,027**
Current Liabilities	
Accounts and Claims Payable	$ (211,958)
Accrued Payroll and Related Liabilities	(19,634)
Compensated Absences	(12,600)
Calculated Fund Balance (Assets - Liabilities)	**$ 2,394,835**
Plus/(Less): Encumbrances	(719,835)
Net Unrestricted Fund Balance	**$ 1,675,000**
Available Fund Balance	**$ 1,675,000**

Fund Summary

Revenue Fund	$ 1,675,000
Total Available Funds	**$ 1,675,000**

[1] Beginning Balances per Statement of Net Position as of September 30, 2022.

Projection of Cash Inflows — Schedule 3

		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
1	**Rate Revenue Growth Assumptions**											
2	% Change in Revenue	N/A	0.78%	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	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
4	**Stormwater Rate Revenue**											
5	Charges for Public Svcs	$ 2,082,485	$ 2,182,773	$ 2,285,974	$ 2,394,055	$ 2,507,246	$ 2,625,788	$ 2,749,936	$ 2,879,953	$ 3,016,117	$ 3,158,719	$ 3,308,063
6	**Total Stormwater Rate Revenue**	**$ 2,082,485**	**$ 2,182,773**	**$ 2,285,974**	**$ 2,394,055**	**$ 2,507,246**	**$ 2,625,788**	**$ 2,749,936**	**$ 2,879,953**	**$ 3,016,117**	**$ 3,158,719**	**$ 3,308,063**
7	**Other Operating Revenue**											
8	Penalties	$ 514	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Tax Certificates	105,232	105,232	110,207	115,418	120,875	126,590	132,575	138,843	145,408	152,283	159,483
10	**Total Other Operating Revenue**	**$ 105,746**	**$ 105,232**	**$ 110,207**	**$ 115,418**	**$ 120,875**	**$ 126,590**	**$ 132,575**	**$ 138,843**	**$ 145,408**	**$ 152,283**	**$ 159,483**
11	**Non-Operating Income**											
12	Disposition Fixed Assets	$ 20,388	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13	Other Misc Revenues	2,984	400	400	400	400	400	400	400	400	400	400
14	**Total Non-Operating Income**	**$ 23,372**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**
15	**Interest Income**											
16	Unrestricted Interest Income	$ 18,296	$ 14,781	$ 11,232	$ 11,303	$ 9,979	$ 9,419	$ 8,505	$ 8,167	$ 8,103	$ 8,336	$ 8,888
17	**Total Interest Income**	**$ 18,296**	**$ 14,781**	**$ 11,232**	**$ 11,303**	**$ 9,979**	**$ 9,419**	**$ 8,505**	**$ 8,167**	**$ 8,103**	**$ 8,336**	**$ 8,888**
18	**Transfers In**[1]											
19	Grant Funding Toggle	$ -	$ 1,668,032	$ -	$ -	$ 365,790	$ 695,564	$ -	$ -	$ -	$ -	$ -
20	Floating Wetlands Grant [2]	50,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
21	ARPA	-	888,000	-	-	-	-	-	-	-	-	-
22	**Total Transfers In**	**$ 50,000**	**$ 2,561,032**	**$ 5,000**	**$ 5,000**	**$ 370,790**	**$ 700,564**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**
23	**Total Cash Inflows** [3]	**$ 2,279,899**	**$ 4,864,218**	**$ 2,412,814**	**$ 2,526,175**	**$ 3,009,290**	**$ 3,462,761**	**$ 2,896,416**	**$ 3,032,362**	**$ 3,175,028**	**$ 3,324,738**	**$ 3,481,834**

[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 23 and FY 24 revenues per the FY 2023 Adjusted Budget and FY 2024 Proposed Budget respectively. All future projections based on FY 2024 Proposed Budget and identified escalation factors.

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
		Personal Services											
1	423-3570-538.12-00	Regular Salaries & Wages	$ 409,835	$ 427,011	$ 439,821	$ 453,016	$ 466,606	$ 480,605	$ 495,023	$ 509,873	$ 525,170	$ 540,925	$ 557,153
2	423-3570-538.14-00	Overtime	6,887	6,400	6,480	6,561	6,643	6,726	6,810	6,895	6,981	7,069	7,157
3	423-3570-538.20-00	Clothing/Shoe Allowance	840	600	618	637	656	675	696	716	738	760	783
4	423-3570-538.21-00	FICA Taxes	31,561	33,269	34,267	35,295	36,354	37,445	38,568	39,725	40,917	42,144	43,408
5	423-3570-538.22-00	Retirement Contributions	45,510	52,063	54,666	57,399	60,269	63,283	66,447	69,769	73,258	76,921	80,767
6	423-3570-538.23-00	Life/Health Insurance	1,437	1,302	1,406	1,519	1,640	1,771	1,913	2,066	2,231	2,410	2,603
7	423-3570-538.23-04	Medical/Rx Self Insured	110,599	95,834	103,501	111,781	120,723	130,381	140,812	152,077	164,243	177,382	191,573
8	423-3570-538.23-07	Dental Insurance	4,241	3,716	4,013	4,334	4,681	5,056	5,460	5,897	6,369	6,878	7,428
9	423-3570-538.23-08	Vision Insurance	840	707	764	825	891	962	1,039	1,122	1,212	1,309	1,413
10	423-3570-538.23-09	Long Term Disability	1,462	1,316	1,421	1,535	1,658	1,790	1,934	2,088	2,255	2,436	2,631
11	423-3570-538.24-00	Worker's Compensation	52,954	31,104	32,659	34,292	36,007	37,807	39,697	41,682	43,766	45,955	48,253
12	423-3570-538.27-00	Cafeteria Plan	7,200	4,800	4,944	5,092	5,245	5,402	5,565	5,731	5,903	6,080	6,263
		Operating Expenses											
13	423-3570-538.31-00	Professional Services	$ 214,200	$ 185,290	$ 190,849	$ 196,574	$ 202,471	$ 208,546	$ 214,802	$ 221,246	$ 227,883	$ 234,720	$ 241,761
14	423-3570-538.31-01	Professional Services	500	500	515	530	546	563	580	597	615	633	652
15	423-3570-538.34-00	Contract Services	79,000	105,100	108,253	111,501	114,846	118,291	121,840	125,495	129,260	133,138	137,132
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	2,121	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	2,500	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
21	423-3570-538.45-00	Insurance	14,568	16,734	18,073	19,519	21,080	22,766	24,588	26,555	28,679	30,973	33,451
22	423-3570-538.46-00	Repairs & Maintenance	86,500	86,500	90,825	95,366	100,135	105,141	110,398	115,918	121,714	127,800	134,190
23	423-3570-538.46-03	Repairs & Maintenance	106,125	41,314	43,380	45,549	47,826	50,217	52,728	55,365	58,133	61,040	64,092
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.	3,162	267	275	283	292	301	310	319	328	338	348
26	423-3570-538.49-07	Other Charges & Oblig.	1,836	-	-	-	-	-	-	-	-	-	-
27	423-3570-538.51-00	Office Supplies	500	500	515	530	546	563	580	597	615	633	652
28	423-3570-538.52-00	Operating Supplies	11,203	11,070	11,402	11,744	12,096	12,459	12,833	13,218	13,615	14,023	14,444
29	423-3570-538.52-30	Operating Supplies	41,118	30,915	31,873	32,861	33,880	34,930	36,013	37,130	38,281	39,467	40,691
30	423-3570-538.54-00	Membership/Publications	750	750	773	796	820	844	869	896	922	950	979
31	423-3570-538.55-00	Training	4,800	3,750	3,863	3,978	4,098	4,221	4,347	4,478	4,612	4,750	4,893
32	423-3570-538.56-15	It-Related Operating Exp	1,610	4,140	4,264	4,392	4,524	4,660	4,799	4,943	5,092	5,244	5,402
33	423-3570-538.34-10	Cost of General Fund Services	297,622	312,503	328,128	344,534	361,761	379,849	398,841	418,783	439,722	461,708	484,793
		Total Expenses by Category											
34		Personal Services	$ 673,366	$ 658,122	$ 684,561	$ 712,286	$ 741,373	$ 771,903	$ 803,963	$ 837,643	$ 873,043	$ 910,268	$ 949,431
35		Cost of General Fund Services	297,622	312,503	328,128	344,534	361,761	379,849	398,841	418,783	439,722	461,708	484,793
36		Operations & Maintenance	589,343	510,756	529,503	549,007	569,305	590,431	612,424	635,325	659,175	684,020	709,905
37		**Total Expenses**	**$ 1,560,331**	**$ 1,481,381**	**$ 1,542,191**	**$ 1,605,827**	**$ 1,672,439**	**$ 1,742,183**	**$ 1,815,228**	**$ 1,891,751**	**$ 1,971,940**	**$ 2,055,996**	**$ 2,144,129**
		Expense Execution Factors											
38		Personal Services	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
39		Cost of General Fund Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
40		Operations & Maintenance	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
		Total Expenses at Execution											
41		Personal Services	$ 639,698	$ 625,216	$ 650,333	$ 676,672	$ 704,305	$ 733,308	$ 763,764	$ 795,761	$ 829,391	$ 864,755	$ 901,959
42		Cost of General Fund Services	297,622	312,503	328,128	344,534	361,761	379,849	398,841	418,783	439,722	461,708	484,793
43		Operations & Maintenance	559,876	485,218	503,027	521,557	540,839	560,909	581,803	603,559	626,216	649,819	674,410
44		**Total Expenses at Execution**	**$ 1,497,196**	**$ 1,422,937**	**$ 1,481,488**	**$ 1,542,763**	**$ 1,606,905**	**$ 1,674,066**	**$ 1,744,408**	**$ 1,818,102**	**$ 1,895,329**	**$ 1,976,281**	**$ 2,061,162**
45		**Total Cash Outflows** [1]	**$ 1,497,196**	**$ 1,422,937**	**$ 1,481,488**	**$ 1,542,763**	**$ 1,606,905**	**$ 1,674,066**	**$ 1,744,408**	**$ 1,818,102**	**$ 1,895,329**	**$ 1,976,281**	**$ 2,061,162**

[1] FY 23 and FY 24 operating expenses per the FY 2023 Adjusted Budget and FY 2024 Proposed Budget respectively. All future projections based on FY 2024 Proposed Budget and identified escalation factors.

Cost Escalation Factors

Schedule 5

Account Number	Expense Line Item Description	Inflation Factor	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
	Personal Services										
423-3570-538.12-00	Regular Salaries & Wages	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.14-00	Overtime	Special Pay/Overtime	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
423-3570-538.20-00	Clothing/Shoe Allowance	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.21-00	FICA Taxes	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.22-00	Retirement Contributions	Retirement	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.23-00	Life/Health Insurance	Other Health Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.23-04	Medical/Rx Self Insured	Medical Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.23-07	Dental Insurance	Medical Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.23-08	Vision Insurance	Medical Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.23-09	Long Term Disability	Medical Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.24-00	Worker's Compensation	Worker's Comp	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.27-00	Cafeteria Plan	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	Operating Expenses										
423-3570-538.31-00	Professional Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.31-01	Professional Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.34-00	Contract Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.40-00	Travel & Per Diem	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.41-00	Communication	Gen Fund Composite O&M	3.18%	3.18%	3.18%	3.18%	3.18%	3.18%	3.18%	3.18%	3.18%
423-3570-538.42-00	Postage & Freight	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.43-00	Electric/Water/Sewer	EIA Electricity	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.44-00	Rentals And Leases	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.45-00	Insurance	Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.46-00	Repairs & Maintenance	Repair & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.46-03	Repairs & Maintenance	Repair & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.47-00	Printing & Binding	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.49-00	Other Charges & Oblig.	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.49-07	Other Charges & Oblig.	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.51-00	Office Supplies	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.52-00	Operating Supplies	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.52-30	Operating Supplies	EIA Fuels	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%
423-3570-538.54-00	Membership/Publications	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.55-00	Training	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.56-15	It-Related Operating Exp	Default Operating	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.34-10	Cost of General Fund Services	Gen Fund Composite O&M	3.18%	3.18%	3.18%	3.18%	3.18%	3.18%	3.18%	3.18%	3.18%

Capital Improvement Program

Schedule 6

	Project Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
1	New London Blvd. Drainage Ditch Piping	$ -	$ -	$ 28,000	$ 143,750	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Replacement of International TYMCO 600X	-	-	355,015	-	-	-	-	-	-	-	-
3	Replacement of FORD 350SD Vehicle #146	-	85,662	-	-	-	-	-	-	-	-	-
4	Replacement of Baffle Box at Riverfront Park [1]	-	-	-	-	600,000	-	-	-	-	-	-
5	New Dixon Blvd. and Indian River Drive Resiliency Project (Grant) [1]	-	3,238,898	-	-	-	-	-	-	-	-	-
6	New North Fiske Stormwater Pond Floating Wetlands Installation Expansion [1]	-	768,000	-	-	-	-	-	-	-	-	-
7	New - 2 Solar Bee Pond Aerators	-	-	45,000	45,000	-	-	-	-	-	-	-
8	New Indian River Drive Baffle Box	-	-	-	-	30,000	300,000	-	-	-	-	-
9	New US1 and Forrest Ave Stormwater Facility [1]	-	120,000	-	745,000	-	-	-	-	-	-	-
10	Improvements Riverfront Park Drain Field [1]	-	-	-	-	50,000	1,200,000	-	-	-	-	-
11	New Range Road Drainage Ditch Piping	-	-	-	75,000	385,000	-	-	-	-	-	-
12	Annual Cured in Place Pipe Lining	-	160,000	160,000	160,000	160,000	160,000	-	-	-	-	-
13	Infrastructure	345,113	-	-	-	-	-	-	-	-	-	-
14	Machinery & Equipment	78,411	-	-	-	-	-	-	-	-	-	-
15	Unspecified Future Projects	-	-	-	-	-	-	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
16	**Total CIP (in Current Dollars)**	**$ 423,524**	**$ 4,372,560**	**$ 588,015**	**$ 1,168,750**	**$ 1,225,000**	**$ 1,660,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**
17	Cumulative Projected Cost Escalation[2]	0.0%	3.0%	6.1%	9.3%	12.6%	15.9%	19.4%	23.0%	26.7%	30.5%	34.4%
18	**Total CIP (in Future Dollars)**	**$ 423,524**	**$ 4,503,737**	**$ 623,825**	**$ 1,277,125**	**$ 1,378,748**	**$ 1,924,395**	**$ 1,194,052**	**$ 1,229,874**	**$ 1,266,770**	**$ 1,304,773**	**$ 1,343,916**
19	Annual CIP Execution Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
20	**Final CIP Funding Level**	**$ 423,524**	**$ 4,503,737**	**$ 623,825**	**$ 1,277,125**	**$ 1,378,748**	**$ 1,924,395**	**$ 1,194,052**	**$ 1,229,874**	**$ 1,266,770**	**$ 1,304,773**	**$ 1,343,916**

[1] Indicates projects fully or partially funded through grant proceeds.

[2] CIP Escalation factors in FY 24 and beyond are consistent with the Engineering News Record Construction Cost Index.

FAMS - Control Panel **Schedule 7**

FAMS Financial Analysis & Management System | By Stantec

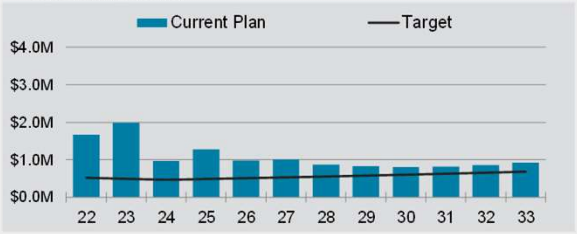
City of Cocoa, FL — Stormwater Fund

Stantec

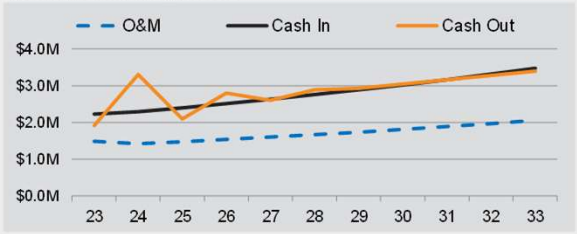
CALC | SAVE | CTRL | LAST | OVR

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2026	FY 2031
Revenue Adjustment Plan	4.50%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	21.67%	48.02%
Tier 1 SFR Assessment	$ 85.65	$ 89.08	$ 92.64	$ 96.34	$ 100.20	$ 104.21	$ 108.37	$ 112.71	$ 117.22	$ 121.91	$ 126.78		
Tier 2 SFR Assessment	$ 131.77	$ 137.04	$ 142.52	$ 148.22	$ 154.15	$ 160.32	$ 166.73	$ 173.40	$ 180.34	$ 187.55	$ 195.05		
Tier 3 SFR Assessment	$ 229.29	$ 238.46	$ 248.00	$ 257.92	$ 268.24	$ 278.97	$ 290.12	$ 301.73	$ 313.80	$ 326.35	$ 339.41		
Annual $ Change (Tier 2)		*$5.27*	*$5.48*	*$5.70*	*$5.93*	*$6.17*	*$6.41*	*$6.67*	*$6.94*	*$7.21*	*$7.50*		

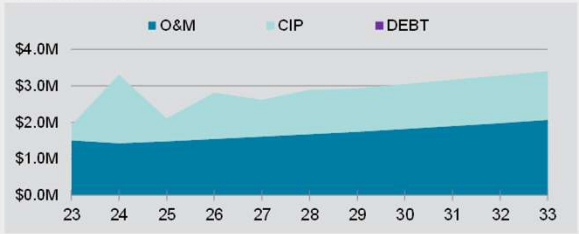
Operating Fund



Revenues vs. Expenses



Expenses by Type



CIP Spending



CIP Funding



Borrowing



Pro Forma **Schedule 8**

		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
1	**Operating Revenue**											
2	Stormwater Rate Revenue	$ 2,082,485	$ 2,082,485	$ 2,182,773	$ 2,285,974	$ 2,394,055	$ 2,507,246	$ 2,625,788	$ 2,749,936	$ 2,879,953	$ 3,016,117	$ 3,158,719
3	Change in Revenue From Growth	-	16,335	15,279	16,002	16,758	17,551	18,381	19,250	20,160	21,113	22,111
4	Subtotal	$ 2,082,485	$ 2,098,820	$ 2,198,052	$ 2,301,976	$ 2,410,813	$ 2,524,797	$ 2,644,169	$ 2,769,185	$ 2,900,112	$ 3,037,230	$ 3,180,830
5	*Weighted Average Rate Increase*	*0.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*
6	Additional Rate Revenue From Rate Increase	-	83,953	87,922	92,079	96,433	100,992	105,767	110,767	116,004	121,489	127,233
7	Total Rate Revenue	$ 2,082,485	$ 2,182,773	$ 2,285,974	$ 2,394,055	$ 2,507,246	$ 2,625,788	$ 2,749,936	$ 2,879,953	$ 3,016,117	$ 3,158,719	$ 3,308,063
8	Plus: Tax Certificate Revenue	105,746	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**	**$ 2,188,231**	**$ 2,288,005**	**$ 2,396,181**	**$ 2,509,473**	**$ 2,628,121**	**$ 2,752,378**	**$ 2,882,511**	**$ 3,018,796**	**$ 3,161,525**	**$ 3,311,001**	**$ 3,467,546**
10	**Less: Operating Expenses**											
11	Personal Services	$ (639,698)	$ (625,216)	$ (650,333)	$ (676,672)	$ (704,305)	$ (733,308)	$ (763,764)	$ (795,761)	$ (829,391)	$ (864,755)	$ (901,959)
12	Cost of General Fund Services	(297,622)	(312,503)	(328,128)	(344,534)	(361,761)	(379,849)	(398,841)	(418,783)	(439,722)	(461,708)	(484,793)
13	Operations & Maintenance Costs	(559,876)	(485,218)	(503,027)	(521,557)	(540,839)	(560,909)	(581,803)	(603,559)	(626,216)	(649,819)	(674,410)
14	**Equals: Net Operating Income**	**$ 691,035**	**$ 865,067**	**$ 914,693**	**$ 966,710**	**$ 1,021,216**	**$ 1,078,312**	**$ 1,138,102**	**$ 1,200,694**	**$ 1,266,195**	**$ 1,334,720**	**$ 1,406,384**
15	**Plus: Non-Operating Income/(Expense)**											
16	Interest Income	$ 18,296	$ 14,781	$ 11,232	$ 11,303	$ 9,979	$ 9,419	$ 8,505	$ 8,167	$ 8,103	$ 8,336	$ 8,888
17	Non-Operating Revenue	23,372	400	400	400	400	400	400	400	400	400	400
18	Transfers In	-	-	-	-	-	-	-	-	-	-	-
19	**Equals: Net Income**	**$ 732,703**	**$ 880,248**	**$ 926,326**	**$ 978,413**	**$ 1,031,595**	**$ 1,088,130**	**$ 1,147,007**	**$ 1,209,260**	**$ 1,274,698**	**$ 1,343,456**	**$ 1,415,672**
20	**Unrestricted Reserve Fund Test**											
21	Balance At Beginning Of Fiscal Year	$ 1,675,000	$ 1,984,179	$ 971,973	$ 1,274,474	$ 986,041	$ 1,009,704	$ 874,004	$ 826,959	$ 806,345	$ 814,273	$ 852,956
22	Cash Flow Surplus/(Deficit)	732,703	880,248	926,326	978,413	1,031,595	1,088,130	1,147,007	1,209,260	1,274,698	1,343,456	1,415,672
23	Projects Designated To Be Paid With Cash	(423,524)	(1,892,454)	(623,825)	(1,266,846)	(1,007,932)	(1,223,830)	(1,194,052)	(1,229,874)	(1,266,770)	(1,304,773)	(1,343,916)
24	**Balance At End Of Fiscal Year**	**$ 1,984,179**	**$ 971,973**	**$ 1,274,474**	**$ 986,041**	**$ 1,009,704**	**$ 874,004**	**$ 826,959**	**$ 806,345**	**$ 814,273**	**$ 852,956**	**$ 924,712**
25	Minimum Working Capital Reserve Target	499,065	474,312	493,829	514,254	535,635	558,022	581,469	606,034	631,776	658,760	687,054
26	**Excess/(Deficiency) Of Working Capital To Target**	**$ 1,485,114**	**$ 497,661**	**$ 780,644**	**$ 471,787**	**$ 474,069**	**$ 315,982**	**$ 245,489**	**$ 200,311**	**$ 182,497**	**$ 194,196**	**$ 237,658**

Capital Project Funding Summary

Schedule 9

Final Capital Projects Funding Sources	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
Grant Proceeds	$ -	$ 2,611,282	$ -	$ 10,279	$ 370,817	$ 700,565	$ -	$ -	$ -	$ -	$ -
Revenue Fund	423,524	1,892,454	623,825	1,266,846	1,007,932	1,223,830	1,194,052	1,229,874	1,266,770	1,304,773	1,343,916
Total Projects Paid	**$ 423,524**	**$ 4,503,737**	**$ 623,825**	**$ 1,277,125**	**$ 1,378,748**	**$ 1,924,395**	**$ 1,194,052**	**$ 1,229,874**	**$ 1,266,770**	**$ 1,304,773**	**$ 1,343,916**

Funding Summary by Fund

Schedule 10

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
Grant Proceeds											
Balance At Beginning Of Fiscal Year	$ -	$ 50,250	$ 251	$ 5,279	$ 26	$ 0	$ 0	$ 5,025	$ 10,100	$ 15,226	$ 20,404
Annual Revenues	50,000	2,561,032	5,000	5,000	370,790	700,564	5,000	5,000	5,000	5,000	5,000
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 50,000	$ 2,611,282	$ 5,251	$ 10,279	$ 370,817	$ 700,565	$ 5,000	$ 10,025	$ 15,100	$ 20,226	$ 25,404
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	50,000	2,611,282	5,251	10,279	370,817	700,565	5,000	10,025	15,100	20,226	25,404
Amount Paid For Projects	-	(2,611,282)	-	(10,279)	(370,817)	(700,565)	-	-	-	-	-
Subtotal	$ 50,000	$ -	$ 5,251	$ -	$ -	$ -	$ 5,000	$ 10,025	$ 15,100	$ 20,226	$ 25,404
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	250	251	28	26	0	0	25	75	126	177	229
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	**$ 50,250**	**$ 251**	**$ 5,279**	**$ 26**	**$ 0**	**$ 0**	**$ 5,025**	**$ 10,100**	**$ 15,226**	**$ 20,404**	**$ 25,633**
Revenue Fund											
Balance At Beginning Of Fiscal Year	$ 1,675,000	$ 1,984,179	$ 971,973	$ 1,274,474	$ 986,041	$ 1,009,704	$ 874,004	$ 826,959	$ 806,345	$ 814,273	$ 852,956
Net Cash Flow	732,703	880,248	926,326	978,413	1,031,595	1,088,130	1,147,007	1,209,260	1,274,698	1,343,456	1,415,672
Less: Cash-Funded Capital Projects	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 2,407,703	$ 2,864,428	$ 1,898,299	$ 2,252,887	$ 2,017,635	$ 2,097,834	$ 2,021,011	$ 2,036,219	$ 2,081,043	$ 2,157,730	$ 2,268,628
Less: Restricted Funds	(499,065)	(474,312)	(493,829)	(514,254)	(535,635)	(558,022)	(581,469)	(606,034)	(631,776)	(658,760)	(687,054)
Total Amount Available For Projects	$ 1,908,638	$ 2,390,115	$ 1,404,469	$ 1,738,632	$ 1,482,000	$ 1,539,812	$ 1,439,542	$ 1,430,185	$ 1,449,267	$ 1,498,969	$ 1,581,574
Amount Paid For Projects	(423,524)	(1,892,454)	(623,825)	(1,266,846)	(1,007,932)	(1,223,830)	(1,194,052)	(1,229,874)	(1,266,770)	(1,304,773)	(1,343,916)
Subtotal	$ 1,485,114	$ 497,661	$ 780,644	$ 471,787	$ 474,069	$ 315,982	$ 245,489	$ 200,311	$ 182,497	$ 194,196	$ 237,658
Add Back: Restricted Funds	499,065	474,312	493,829	514,254	535,635	558,022	581,469	606,034	631,776	658,760	687,054
Plus: Interest Earnings	18,296	14,781	11,232	11,303	9,979	9,419	8,505	8,167	8,103	8,336	8,888
Less: Interest Allocated To Cash Flow	(18,296)	(14,781)	(11,232)	(11,303)	(9,979)	(9,419)	(8,505)	(8,167)	(8,103)	(8,336)	(8,888)
Balance At End Of Fiscal Year	**$ 1,984,179**	**$ 971,973**	**$ 1,274,474**	**$ 986,041**	**$ 1,009,704**	**$ 874,004**	**$ 826,959**	**$ 806,345**	**$ 814,273**	**$ 852,956**	**$ 924,712**

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 22, 2023, 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 2024 is estimated to be approximately $2.18. 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 $137.04 (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 2024 Assessment Rates for Single Family Parcels (up to three units)			FY 2024 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	
$89.08	$137.04	$238.46	$137.04 Per ERU

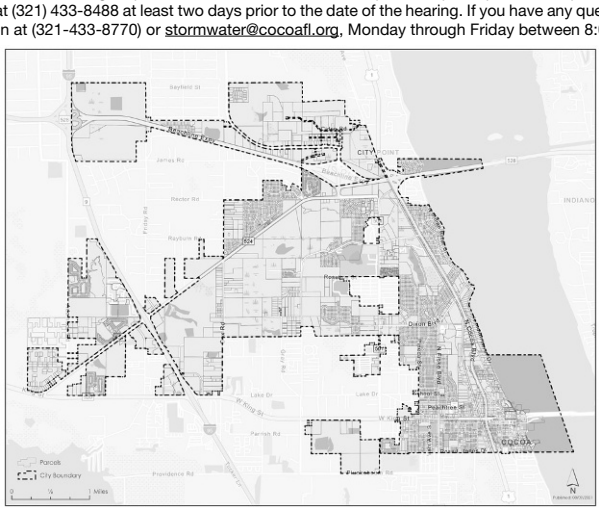
Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

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% in Fiscal Year 2024 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 2024 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the Ad-Valorem Tax bill to be mailed in November. The annual assessment amount will include expenses incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and will be adjusted as necessary to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) for the City to provide stormwater services, facilities and programs at appropriate levels of service.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing. If you have any questions, please contact, out Stormwater Division at (321-433-8770) or stormwater@cocoafl.org, Monday through Friday between 8:00 a.m. and 4:00 p.m.



CITY COUNCIL
CITY OF COCOA, FLORIDA

FT-GCI1088814-01

Legislation Details (With Text)

File #:	23-464	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/27/2023			**In control:**	City Council
On agenda:	8/8/2023			**Final action:**	
Title:	This is an informational item to update the City Council about Budget Adjustment #23-090-A, for the Florida Department of Environmental Protection, SLFRF Grant. (Interim Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BAF 23-090-A-SW-FDEP-SLFRF SW Grant (7-11-23) Agenda 23-380_AM.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 27, 2023
Agenda Date: August 8, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Abigail Morgan, P.E., Interim Public Works Director/City Engineer
Requested Action:
This is an informational item to update the City Council about Budget Adjustment #23-090-A, for the Florida Department of Environmental Protection, SLFRF Grant.

BACKGROUND:

At the July 11th City Council meeting, Agenda Item 23-380 for the Florida Department of Environmental Protection Contract Provision for the Coronavirus State and Local Recovery Funds (SLFRF), for the US1 and Forrest Ave., as well as the North Fiske SW Pond/Floating Wetlands Stormwater Projects, had the incorrect Budget Adjustment Form Attached to the Agenda. Resolution 2023-075 was assigned to the Budget Adjustment Form at the July 11th meeting; however, the attached form is the correct budget adjustment form, BAF#23-090-A.

The City is accepting the revenue for these grants and assigning project budget in the amount of $888,000.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

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

BAF#23-090-A
US1/Forrest Ave SW Facility $120,000 GR231F
North Fiske SW Pond Floating Wetland $768,000 GR23NF

See the Attached BAF.

PREVIOUS ACTION:

July 11, 2023 Agenda 23-380

RECOMMENDED MOTION:

Information Item Only

City of Cocoa Budget Adjustment Form FY 2023 - 23-090-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 06/22/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 120,000	423-0000-334.36-35	GR231F	US1/Forrest Av S/W Facility	$ 0	$ 0	$ 120,000	$ 0
$ 768,000	423-0000-334.36-36	GR23NF	North Fiske SW Pond Floating Wetland	$ 0	$ 0	$ 768,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 888,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 120,000	423-3570-538.63-35	GR231F	US1/Forrest Av S/W Facility	$ 0	$ 0	$ 120,000	$ 0
$ 768,000	423-3570-538.63-36	GR23NF	North Fiske SW Pond Floating Wetland	$ 0	$ 0	$ 768,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 888,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Grant Award for Florida Department Env. Protection ARPA Funding Allocation. Task 1: Design/ Permitting of US1 and Forrest Ave Stormwater Facility (Start Date 10/12/2023) and Task 2: North Fiske Stormwater Pond Floating Wetlands Construction, (Start Date 10/1/2023). Agenda 23-380.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/11/23 *RESOLUTION #:* 2023-075

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.

Lora Howell Digitally signed by Lora Howell Date: 2023.06.22 10:02:13 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.07.27 16:42:14 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Abigail Morgan Digitally signed by Abigail Morgan Date: 2023.07.27 18:05:51 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.07.27 16:42:48 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 12/8/22 - IT