City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, August 8, 2017

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 17-336 Approve the Agenda for the Regular meeting of August 8, 2017, as presented or with amendments.

Attachments: 08-08-17.pdf

MINUTES:

II.2(a) 17-337 Approve the Minutes of the Fiscal Sustainability Workshop on June 29, 2017, as written or with amendments.

Attachments: 06-29-17 Minutes.pdf

Exhibit A-2018 Budget Priorities Workshop (Final 6-29-17).pdf

II.2(b) 17-339 Approve the Minutes for the Regular meeting of July 11, 2017, as written or with amendments.

Attachments: 07-11-17 Minutes.pdf

EXHIBIT A-INFO PROVIDED BY ATTY. REZANKA 001.pdf

EXHIBIT B-TRIM Presentation.pdf

EXHIBIT C - Cocoa Renewal Presentation.pdf

III. AWARDS AND PRESENTATIONS:

III.1 17-325 Presentation to Councilwoman Blanco of her Certificate of Completion for the 2017 Institute of Elected Municipal Officials held June 2-4, 2017 in Tampa, Florida. (Mayor Parrish)

Attachments: 07_18_17 Certificate and letter of completion.pdf

III.2 17-340 Public Works Strategic Plan Presentation- UCF Graduate Students

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 17-255 Approve the vendor selections for award of RFP# P-17-09-COC (Information Technology Equipment) for Network Equipment, Server Equipment, Storage, Wireless Networking, Network/Data Center Accessories, Memory, Desktop Computers, Laptop Computers, Tablet Computers, Thin/Zero Clients, Monitors/Televisions/Projectors, Audio/Visual Equipment, and Telecom/VoIP. Authorize the City Manager to execute purchasing contracts with selected vendors in response to Request for Proposals RFP# P-17-09-COC (Information Technology Equipment). (Assistant City Manager)

Attachments:
- P-17-09-COC Final MEMO
- P-17-09-COC Tabulation Sheet
- RFP-17-09-COC IT Equipment Committee Matrices
- Cost_Schedule_Submissions_by_vendor
- IT Equipment Master Contract (002)

V.2 17-327 Approve Change Order #1 to Purchase Order 69157 - Task Order 2017-77 “Additional Project Management Assistance to the Water Field Operations Division” with CH2M Hill Engineers, Inc. for a Reduction in Time Required to Assist WFO; and Approve Change Order #1 to Purchase Order 69159 - Task Order 2017-78 “Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program” with CH2M Hill Engineers, Inc. for Additional Time Required to Assist WFO with the Cross Connection Control Program. (Utilities Director)

Attachments:
- TO-UT-CH2M HILL (2017-78.1) 7.6.17 $79889.pdf
- TO-UT-CH2M HILL (2017-77.1) 7.6.17 -$79890.pdf
- FY17 CCC Program TO 2017-78 Fee Breakdown.pdf
- FY17 WFO Assistance TO 2017-77 Fee Breakdown.pdf
- BAF-UT-REPAIRS MAINTENANCE PROJECT TRANSFER (8-8-17)~.pdf

VI. PUBLIC HEARINGS:

VI.1 17-288 Ordinance No. 08-2017/2nd and Final Reading: Amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property. (Community Services Director)

Attachments:
- Ordinance No. 08-2017 - FLUM W King Street 102.2 acres - Medium Density R
- Exhibit A - Legal Description 102.42 acres
- LDR to MDR
- Binding Development Agreement - 2075 W King St (CLEAN)
- School Impact Analysis
- Legal Ad FLUM 7-11-2017
- CTY. COCOA 17-1ESR Approval

VI.2 17-289 Ordinance No. 09-2017/2nd & Final Reading: Amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). (Community Services Director)

Attachments:
- Ordinance No. 09-2017
- Exhibit A - Legal Description 102.42 acres
- RR-1 to RU-2-15
- Legal Ad Rezoning 7-11-2017

VI.3 17-328 Ordinance No. 10-2017/2nd and Final Reading: Amending Appendix A, Zoning, Article XI, Section 19 of the City Code, providing for outdoor propulsion testing facilities as a Special Exception use in the M-2 (Manufacturing and Industrial) District. (Community Services Director)

Attachments:
- Ordinance No.10-2017: Outdoor Propulsion Testing Facility.pdf
- 17-321Legal Ad 7-2017 FT-SPAD0713130510
- 17-321 rocket action plan
- 17-321 QA

VII. COUNCIL BUSINESS:

VII.1 17-329 Approve a Code Enforcement Lien Reduction request in the amount of $750.00, for the property located at 503 N. Georgia Ave. (Chief of Police)

Attachments:
- 503 N Georgia Ave-SD.pdf

VII.2 17-330 Approve a Code Enforcement Lien Reduction request in the amount of $3,045.00 for the property located at 1111 Abington St. (Chief of Police)

Attachments:
- 1111 Abington St-SD.pdf

VII.3 17-331 Approve a Code Enforcement Lien Reduction request in the amount of $5,800.00 for the property located at 1053 Hickory Ln. (Chief of Police)

Attachments: 1053 Hickory Ln - SD.pdf

VIII. CITY BUSINESS:

VIII.1 17-320 Approve a preliminary subdivision consistent with Chapter 18 of the City of Cocoa Code for Lakeside Palms, LLC, a 105-lot subdivision consisting of approximately 26.28 acres located at 100 Clearlake Road. (Community Services Director)

Attachments: 17-320 2016-79 Lakeside Civil_SITE PLAN_07.25.2017

17-320 2016-79 Lakeside Palms Plat 7-25-17

17-320 Revised 07272017Concurrency Analysis Lakeside Palms Addendum to

Lakeside Palms Location Map -School Concurrency Letter

VIII.2 17-323 Ordinance No. 11-2017/1st Reading: Amending Chapter 19, Article II - Public Service Tax; Electing the option to levy a Public Service Tax on water service. (City Manager)

Attachments: 11-2017 Public Service Tax - Water.pdf

VIII.3 17-332 Approve the purchase of a 2017 FLHTP Electra Glide Solid Black Harley Davidson Motor Cycle with Emergency Equipment from Bruce Rossmeyer's Harley Davidson using the 2017 Florida Sheriff's Association State Contract (FSA16-VEL24.0); Approve a Budget Resolution amending the FY17 budget. (Chief of Police)

Attachments: 2017 Cocoa Purchase Proposal FLHTP Electa Glide Harley.pdf

FSA_Vehicle_Bid_Award_System_-_Light_Bid_Award_Summary.pdf

M-1 URF - Leitch 4.30.17.pdf

Bid Number FSA16-VEL24.0 Police Rated Motor.pdf

Budget Resolution 2017.docx

BAF-PD-Insurance Proceeds HD (8-8-17) Agenda 17-332.pdf

VIII.4 17-338 Approve a Resolution to amend the 2017 Budget to Purchase a used vehicle for Inmate transport for the PW Grounds Maintenance Division and to approve a Budget Amendment to transfer funds. (Public Works Director)

Attachments: Budget Resolution August 8th

BAF-PW-3540 Van Purchase (8-8-2017) 17-338.pdf

Van quote 1

MULTI-YEAR CONTRACTS:

VIII.5 17-324 Consider approval of a multi-year contract between the United States Post Office and the City of Cocoa for renewal of the post office mailbox for receiving utility payments by mail for September 1, 2017, through August 31, 2018, pending approval of the FY2018 Budget, and four additional fiscal years FY2018, FY2019, FY2020, and FY2021.

Attachments: USPS PO Box Rental Application Redacted

IX. INFORMATIONAL AGENDA:

IX.1 17-326 June 2017 Fire Incident Summary Report. (Fire Chief)

Attachments: Fire Incident Summary Report June 2017 (003).pdf

IX.2 17-334 Cocoa Police Department District Event Statistics for Council Information. (Chief of Police)

Attachments: Mar 2017 Council Report by District

April 2017 Council Report by District

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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Legislation Details (With Text)

File #:	17-336	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/26/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of August 8, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-08-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 26, 2017
Agenda Date: August 8, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of August 8, 2017, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of August 8, 2017, as presented or with amendments

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: August 8, 2017	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of August 8, 2017 (17-336)
2. Minutes: (a) Fiscal Sustainability Workshop on June 29, 2017 (17-337)
   (b) Regular Meeting of July 11, 2017 (17-339)

III. AWARDS AND PRESENTATIONS:

1. Presentation to Councilwoman Blanco of her Certificate of Completion for the 2017 Institute of Elected Municipal Officials held June 2-4, 2017 in Tampa, Florida. (17-325). (Mayor Parrish)

2. Public Works Strategic Plan Presentation- UCF Graduate Students. (17-340). (UCF Graduate Students)

IV. DELEGATIONS:

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V. CONSENT AGENDA:

1 Approve the vendor selections for award of RFP# P-17-09-COC (Information Technology Equipment) for Network Equipment, Server Equipment, Storage, Wireless Networking, Network/Data Center Accessories, Memory, Desktop Computers, Laptop Computers, Tablet Computers, Thin/Zero Clients, Monitors/Televisions/Projectors, Audio/Visual Equipment, and Telecom/VoIP. Authorize the City Manager to execute purchasing contracts with selected vendors in response to Request for Proposals RFP# P-17-09-COC (Information Technology Equipment). (17-255). (Assistant City Manager)

2. Approve Change Order #1 to Purchase Order 69157 - Task Order 2017-77 "Additional Project Management Assistance to the Water Field Operations Division" with CH2M Hill Engineers, Inc. for a Reduction in Time Required to Assist WFO; Approve Change Order #1 to Purchase Order 69159 - Task Order 2017-78 "Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program" with CH2M Hill Engineers, Inc. for Additional Time Required to Assist WFO with the Cross Connection Control Program. (17-327). (Utilities Director)

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1. Ordinance 08-2017/ 2nd and Final Reading: Amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property. (17-288). (Community Services Director)

2. Ordinance 09-2017/ 2nd and Final Reading: Amending the Zoning Designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). (17-289). (Community Services Director)

3. Ordinance No. 10-2017/ 2nd and Final Reading: Amending Appendix A, Zoning, Article XI, Section 19 of the City Code, providing for outdoor propulsion testing facilities as a Special Exception use in the M-2 (Manufacturing and Industrial) District. (17-328). (Community Services Director)

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1. Approve a Code Enforcement Lien Reduction request in the amount of $750.00, for the property located at 503 N. Georgia Ave. (17-329). (Chief of Police)

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4. Approve a Resolution to amend the 2017 Budget to Purchase a used vehicle for Inmate transport for the PW Grounds Maintenance Division and to approve a Budget Amendment to transfer funds. (17-338). (Public Works Director)

MULTI-YEAR CONTRACTS:

5. Consider approval of a multi-year contract between the United States Post Office and the City of Cocoa for renewal of the post office mailbox for receiving utility payments by mail for September 1, 2017, through August 31, 2018, pending approval of the FY2018 Budget, and four additional fiscal years FY2018, FY2019, FY2020, and FY2021. (17-324). (Finance Director)

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X. REPORTS:

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

XI. ADJOURNMENT.

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Type:	Minutes			**Status:**	Minutes
File created:	7/26/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Approve the Minutes of the Fiscal Sustainability Workshop on June 29, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-29-17 Minutes.pdf Exhibit A-2018 Budget Priorities Workshop (Final 6-29-17).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 26, 2017
Agenda Date: August 8, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Fiscal Sustainability Workshop on June 29, 2017, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Fiscal Sustainability Workshop on June 29, 2017, as written or with amendments.

MINUTES

CITY OF COCOA
FISCAL SUSTAINABILITY WORKSHOP

June 29, 2017

A Fiscal Sustainability Workshop was held on Wednesday, June 29, 2017, in City Council Chambers. Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the workshop to order at 5:37 p.m.

Present:	Henry Parrish	Mayor
	Don Boisvert	Deputy Mayor
	Brenda Warner	Councilwoman
	Clarence Whipple	Councilman
	Jeri Blanco	Councilwoman
	John Titkanich	City Manager
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk
Absent:	Anthony Garganese	City Attorney

Other Staff Members Present:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Ed Wegerif, Public Works Director; Nancy Bunt, Acting Community Services Director; Larry Lallo, Economic Development Manager; Gene Prince, Fire Chief; Jonathan Lamm, Deputy Fire Chief; Michael Cantaloupe, Chief of Police; Robert Beach, I.T. Manager; Teri Butler, Finance Director; Lora Howell, Deputy Finance Director; and Lea Taylor, Budget Analyst.

City Manager Titkanich advised the budget meeting is necessary to update and present opportunities, strategies, present projects, to review the budget to date, to look towards the FY 2018 improvements and infrastructure, and to look to Council for direction. He further mentioned that Burton and Associates would provide an interactive presentation.

II. WORKSHOP TOPICS:

1. Current Budget Update by City Manager

City Manager Titkanich introduced the FY 2018 Budget Priorities and Fiscal Sustainability Presentation[1].

City Manager Titkanich defined the meaning of a "budget". He shared a snapshot report of the FY17 budget as of May 31, 2017.

He presented the revenue trends of the General Fund, the Water/Sewer fund, and the Stormwater Fund. He also presented a more detailed graph of the General Fund revenue trends which correlates with the FY17 General Fund revenues by funding source as of May 31, 2017.

City Manager Titkanich presented a snapshot of the Water/Sewer funds and Stormwater funds for FY17 through May 31, 2017.

He explained the Actual Expenditures General Fund and Actual Expenses Water/Sewer fund by category as of May 31, 2017 and shared the FY18 Water/Sewer Budget overview, which is only projected at this time.

He explained that in FY15 Stantec (Burton and Associates) worked with City staff to develop a model for Cocoa's General Fund. He announced that the City will continue to work with them in FY18.

Furthermore, City Manager Titkanich shared the General Fund Fiscal Sustainability Model from the FY17 Workshop last year. He explained that staff has made anticipated adjustments to the model over the course of the next several years due to projects such as the Walmart Distribution Center.

City Manager Titkanich went on to discuss the preliminary FY18 General Fund Budget which he explained will still need tweaking. He reviewed budget expense increases and decreases.

Increases:

- Salaries 3%
- Health Insurance 5%
- Worker's Comp 8%
- General Liability Insurance 10%
- Property Insurance 5%
- Auto Insurance 15%
- Public Safety Pensions – Police 28% and Fire 4%
- Fire Station Debt Service – Projected: $425,000 per year
  Actual: $465,000 per year

Decreases:

[1] Exhibit A: Budget Priorities and Fiscal Sustainability Presentation

- Federal and State Grants (with no offsetting expenses)
- Reduction in certain State shared revenues
- Reduced State Contribution to Public Safety pensions, combined 4% from FY17
- Lower than projected property valuation increase, 2.7% versus 4.5%

2. Priority Budget Items

City Manager Titkanich reviewed the framework for budget prioritization. The criteria is as follows:

Priority I –Imperative: Projects represent projects that cannot reasonably be postponed in order to avoid harmful or undesirable consequences.

- Addresses a condition dangerous to public health, safety or welfare.
- Achieves compliance with a mandate or other legal obligation (contract/development order).
- Alleviates an emergency service disruption or deficiency.
- Prevents irreparable damage to a critical public facility.

Priority II –Essential: Projects represents projects that address clearly demonstrated needs or objectives.

- Projects identified in the 2016-2021 Strategic Plan that will stimulate economic growth and induces opportunity to attract private capital investment.
- Deferment would result in severe degradation of public facilities and/or reduction in level of service.
- Reduces future operating and maintenance costs and advances fiscal sustainability.
- Leverages available federal, state or county funding or public-private partnerships (grant awarded or public-private partnership, matching requirement considerations).
- Reduces demand on natural resources and/or promotes sustainability.

Priority III –Important: Projects represent projects that benefit the community but may be delayed without detrimental effects to core municipal services.

- Rehabilitates or replaces an obsolescent public facility.
- Provides a new or expanded level of service to City of Cocoa residents and/or business owners.
- Leverages available federal, state or county funding (grant opportunities/joint funding).
- Enhances natural or cultural resources.

Priority IV –Desired: Projects represent projects that would add value to the community's quality of life, but are not necessary to the delivery of core municipal services.

- Promotes and enhances the City of Cocoa's image, physically or emotionally.
- Enhances and expands recreational or community amenities.
- Presents an opportunity to enhance and strengthen community identification within the Space Coast region

City Manager Titkanich discussed capital projects expressed by City Council Members that are NOT included in FY18 GF Budget:

- Parking garage ($6.4 M)
- Civic Center ($7.7M)
- Dr. Joe Lee Smith Center ($2.9M)
- Heart of Cocoa Community Meeting Room ($200,000)

He expressed the importance of considering the additional costs for operation and maintenance on each of these projects.

City Manager Titkanich asked Council if there are other projects that they would like staff to consider.

Mayor Parrish inquired about the high costs of these projects. City Manager Titkanich stated that the costs are not numbers that staff put together, they were determined by the City's architect.

Discussion followed regarding the Civic Center. City Manager Titkanich stated that the City has to compete the surrounding areas. Councilwoman Warner added that the City also competes with Civic Centers located beachside. Additionally she added that she felt the only project listed in which the City would collect a return investment is the Civic Center project as it can be rented.

Mayor Parrish expressed that he felt the costs of the projects seemed very high. City Manager Titkanich stated that a market study for facility use can determine which project may be most efficient.

Councilman Whipple stated that he felt both the updated Civic Center and parking garage are both projects that the City needs, however, he mentioned the promise that was made to Cocoa citizens to build a Community Meeting Room. He encouraged Council to consider moving forward with this project.

Councilwoman Blanco stated that she had no problem considering this project as long as the citizens showed a commitment to utilize the facility.

City Manager Titkanich explained that while the City has bought the land, created the design, and committed to maintain the exterior of the building, there is the issue of who will maintain the inside of the building, which involves janitorial services and security.

Councilwoman Warner inquired who the group is that was wanting to partner with the City to maintain the building. In response, City Manager Titkanich stated that Mr. Nate Hooks and his group had come forward to partner with the City amongst other groups.

Council members raised concerns regarding the interior maintenance, to which City Manager Titkanich suggested that a deposit could be retained in the event that citizens use the facility and do not clean up when they are finished.

City Manager Titkanich also mentioned that the neighboring church has expressed interest in purchasing the property.

Councilwoman Warner inquired if Mr. Hooks could be contacted and asked to attend the next Council meeting to discuss a partnership with the City to maintain the building.

Councilwoman Warner, Councilwoman Blanco, and Deputy Mayor Boisvert expressed several concerns regarding the maintenance and safety of the facility.

City Manager Titkanich stated that since money has already been set aside for the project the City has the ability to move forward. He asked Councilman Whipple to reach out to citizens in the community to see if there are any groups who would like to partner with the City to commit to maintaining the building.

City Manager Titkanich elaborated on capital project financing alternatives.

City Manager Titkanich reviewed the basis for the FY18 General Fund budget analysis. He stated that this is a preliminary budget, and that adjustments still need to be made. He stated that the GF recommendations are as follows:

- No millage rate increase, maintain at 5.9790
- Consider 5% annual adjustment to Fire Assessment rates
- Adopt Public Service Tax (city customers water service only)
    - Effective January 1, 2018
- Fund balance policy
    - Reserves used for capital expenses only, not recurring expenses
    - Preserve Fund Balance at minimum reserve requirement
- Continue use for catalytic capital projects to enhance City growth and quality of life
    - Utilize Fund Balance available to fund projects
    - Capital Projects – potential revenue source for future operations and maintenance

3. Fiscal Sustainability Presentations, Burton and Associates

City Manager Titkanich shared a tentative FY18 FAMS screenshot. He invited Burton and Associates members Mike Burton and Vita Quinn to share their Fiscal Sustainability Presentation. Mr. Burton pointed out the additional CIP Capital Outlay over the next

three fiscal years. He expressed that the City definitely has the financial sustainability to fund several capital projects throughout the next three years. He expressed that even though it is hard to anticipate unexpected costs such as storm damages or a need for additional staff, the City should feel secure in moving forward with the current plan.

City Manager Titkanich asked for direction from Council to approve or decline the proposed FY18 Budget.

A CONSENSUS WAS MADE BY COUNCIL TO ACCEPT THE PROPOSED FY18 BUDGET.

City Manager Titkanich reviewed upcoming events pertaining to Public Hearings and Budget Workshops.

III. ADJOURNMENT:

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple to adjourn the Fiscal Sustainability Workshop of June 29, 2017.**

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION PASSED UNANIMOUSLY (5-0)

The Fiscal Sustainability Workshop adjourned at 8:00 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

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

Legislation Details (With Text)

File #:	17-339	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	7/26/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of July 11, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-11-17 Minutes.pdf EXHIBIT A-INFO PROVIDED BY ATTY. REZANKA 001.pdf EXHIBIT B-TRIM Presentation.pdf EXHIBIT C - Cocoa Renewal Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 26, 2017
Agenda Date: August 8, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of July 11, 2017, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of July 11, 2017, as written or with amendments

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

July 11, 2017

A Regular meeting of the Cocoa City Council was held on Tuesday, July 11, 2017 in City Council Chambers, Cocoa City Hall, located at 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:02 p.m.

Councilman Whipple provided the invocation and Deputy Mayor Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Jeri Blanco	Councilwoman
	Brenda Warner	Councilwoman
	Clarence Whipple, Jr.	Councilman
	Anthony Garganese	City Attorney
	John Titkanich, Jr.	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Acting Community Services Director; Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Ed Wegerif, Public Works Director; Teri Butler, Finance Director; Jonathan Lamm, Deputy Fire Chief; and Jason McCuen, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of July 11, 2017 (17-284)
2. Minutes: (a) Regular Meeting of June 13, 2017 (17-285)
   (b) District 2 Town Hall Meeting of June 20, 2017 (17-292)

Councilwoman Warner requested the addition of a Presentation under Item III. Awards and Presentations.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the agenda with the amendment for the Regular meeting of July 11, 2017 and to approve the Minutes of the Regular meeting of June 13, 2017 as written.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

Councilwoman Warner advised that she and Councilman Whipple attended the Space Coast League of Cities meeting on Monday, July 10, 2017. Holly McFail with the Florida League of Cities was in attendance and presented Hometown Hero Awards. City Manager Titkanich was a recipient and Councilwoman Warner presented him with the award.

IV. DELEGATIONS:

Wesley Bruce, 225 Factory Street, Cocoa and representing Bethel SDA Church, mentioned that he was interested in partnering with the City for the Community Center. He thinks that the center is a great idea. City Manager Titkanich advised he would be in touch with him.

Charles Watson, 1203 Montclair Road, Cocoa, reminded Council that he had been in attendance previously and spoke about fluoridation in the water. He shared his concerns with fluoride in the water and shared statistics and other information in regards to it. He would like for Council to vote to have fluoride removed from the water.

Deputy Mayor Boisvert clarified that Mr. Watson had already spoken to Mr. Walsh about this subject. Mr. Watson answered in the affirmative.

Mayor Parrish asked how long his meeting with Mr. Walsh was and Mr. Walsh noted about an hour. City Manager Titkanich mentioned that the 2016 Water Quality Report was available on the website and that Council and staff rely on the Utility Director’s expertise.

Troy Stephan, 415 Delannoy Avenue, Cocoa, spoke about parking in the village. He also felt that there should be more advertisement for perspective project in order to get more variety. Mayor Parrish advised that they would do the right thing.

George Brown, Jr., 555 West King Street, Cocoa, spoke about the meeting where the problem on Washington Street had been discussed. He mentioned that they had put in a traffic counter and added three way stop signs. He does not know what else could be done and felt that the problem was fixed. He further mentioned his concern with the customer service line, and noted that when he came in to pay the other day there was 12 people in line. He asked if there could be a window for those who only want to pay their bill.

City Manager Titkanich explained the way the Customer Service lines work. Ms. Butler assured him that she would take a look at the day that he came in. Councilman Warner advised that if you are at the post office and the line gets backed up someone will come out and ask if someone just needs to drop off something. That cuts the line down and it may be something to look into trying.

Mayor Parrish advised that he drove down Washingon Street over the weekend and assured everyone they were working on things. City Manager Titkanich further noted that the Police Department was reaching out to the land clearing company and Community Services was reaching out to Duralloy Screws.

Councilman Whipple thanked Mr. Robbins for the photos that he submitted and City Manager Titkanich added that they were working with FDOT to schedule a meeting to look at the condition of the area.

Lawrence Sinclair, 1052 Mitchell Street, Cocoa, spoke in regards to Deputy Mayor's comments to Mr. Watson. He pointed out that much of the younger population finds fluoride as a detriment to them. He further mentioned that Chief Cantaloupe had promised a speed table on Mitchell but one has not been installed. Residents are putting up fences due to the traffic in the area. He thanked Ms. Senger for the nice write up in the FYI and spoke about the inmate crew and supervisor that cleans up the ditches in Broadmoor Acres. They were throwing trash onto other people's property. Mr. Wegerif assured him that they would look into it. Mr. Sinclair also stated that the supervisor cursed at him and he did not appreciate that.

V. CONSENT AGENDA:

1. To approve a bilateral modification to extend the term of the Continuing Services Agreement (CSA) with Bussen-Mayer Engineering Group, Inc. and Quentin L. Hampton Associates, Inc. for all necessary tasks associated with Engineering Services for Design, Permitting and Services during Construction of the Utility Conveyance System Upgrades & Expansion projects. (17-271). (Utilities Director)

2. Approve a resolution to adjust the FY2017 Budget and participate in a cooperative purchase agreement for the purchase of three generators from Tradewinds Power Corp. utilizing Florida Sheriff's Association Contract # FSA 16-VEH14.0, Spec#70 for Cab & Chassis Trucks and Other Fleet Equipment; effective dates - October 1, 2016 through September 30, 2017. Generators will be purchased under project numbers CP16F1 (Fire #1 Headquarters Administration), CP16F2 (Fire #2 Brunson Station), CP16F3 (Fire #3 SR 524 Station). (17-281). (Public Works Director)

3. Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving, (DBA Good IV) in the amount of $282,387.90 for the annual paving of various city streets, Project # PW08SP, utilizing Brevard County Bid # B-4-15-57 which was awarded June 10, 2015 and renewed June 22, 2017 thru June 21, 2018. (17-286). (Public Works Director)

4. Council approved of a budget adjustment to increase the EMS 1st. Responder Consumable Supplies line item 001-2201-522.52-05 by $8,400.00 in order to accept a check in the same amount from DXE Medical Inc. for three Phillips MRX Monitors that beyond their useful life. (17-302). (City Manager)

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the Consent agenda.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Approve Second Reading of Ordinance 08-2017, amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property. (17-288). (Acting Community Services Director)

City Attorney Garganese read Ordinance No. 08-2017 into the record by title only as follows. He noted it was the second and final reading of the ordinance. Additionally, a proposed development agreement was a condition of the approval

and based on the information received from the developer there was not an agreement yet regarding the Binding Development Agreement. This was also a proposed comp plan change which was a legislative matter.

ORDINANCE NO. 08-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF AN AMENDMENT TO THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA CONSISTING OF APPROXIMATELY 102.2 TOTAL ACRES, MORE OR LESS, GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILES EAST OF S. RANGE ROAD, IN COCOA, SAID PORTION OF THE PARCEL BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT A**A@ ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PORTION OF THE PARCEL FROM "LOW DENSITY RESIDENTIAL" TO "MEDIUM DENSITY RESIDENTIAL" AND FURTHER DESIGNATE THOSE PORTIONS OF THE SUBJECT PROPERTY IDENTIFIED AS WETLANDS TO THE "CONSERVATION" FUTURE LAND USE DESIGNATION; 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.**

Attorney Rezanka mentioned that two of the members of the land trust were with her. She provided a detailed background of the timeline from the start of this process until now. She noted that in June she submitted a Binding Development Plan that has been used by the County and on July 7th she received an almost new Binding Development Agreement.

She further noted that in the staff report, it recommends approval of the ordinances with no reference to the Binding Development Agreement.

Mayor Parrish opened the hearing to the public.

Mr. Ralph Perrone would like to speak but wanted to hear staff's comments first.

City Manager Titkanich mentioned that he had spoken with the Assistant City Attorney and looked at the minutes of the Planning & Zoning meeting.

Mr. Perrone advised his neighbors' concerns with the change and reiterated that their request was that a buffer wall be added for separation.

City Manager Titkanich apologized about the time that this application had taken and noted that by the time it got to this he did not think it was proper and further pointed out that the discussion of the Development Agreement was in the item.

Ralph Perrone, 2120 North Indian River Drive, Cocoa, advised that he and the neighbors do not have a problem with the assisted living facility or mini-storage. They did not oppose any part of the project the way it was being presented. In the County, if you build commercial against residential you have to build a wall. He referred to the new Sonics in Merritt Island, who had to put up a 10-foot wall. He assumed that a residential facility was commercial and would require a wall. That was all they were asking.

George Brown, Jr., 555 West King Street, Cocoa, asked where the location being talked about was at. In response, City Manager Titkanich noted it was between Space Coast Honda and the Brevard County School Bus Depot/Fleet yard. Mr. Brown further asked if that was City property and the City Manager answered in the affirmative.

City Attorney Garganese pointed out that the agenda item title clearly notated it was the second reading of the ordinance and the approval of the development agreement.

Attorney Rezanka provided information to Council[1] which included a wetlands map, the City Code regarding RU-2-15, Multiple Dwelling District, a Binding Development Plan, and the Binding Development Agreement (revised). She noted it was never agreed upon to limit this to one use. It takes state applications, Board of Adjustment approvals, and there are still many other hoops to go through. Additionally, there is nothing in the code regarding buffering.

She advised that the blue document (Binding Development Plan) was submitted on June 17, 2017 to the City and City Attorney. It was simple and did exactly what they said they would do. She discussed the agreement and it was agreed to put buffering on the western wall. It is residential to residential, not residential to commercial. The green packet, Binding Development Agreement, was redlined and supplied on July 7, 2017. She explained to Council in detail the changes she made. She stressed that all of the changes that she made was what she agreed to do and the client had also agreed to. If it was their intent to have a wall and only a single use limitation, then they would not accept the Binding Development Agreement. They were not willing to limit it to an assisted living facility or a wall.

City Attorney Gargenese confirmed that other than the red lines she was in agreement with the other parts of the agreement. She responded in the affirmative.

[1] EXHIBIT A: Packet provided by Ms. Rezanka

City Manager Titkanich suggested that he, along with Attorney Rezanka, City Attorney Garganese, and the clients meet and discuss this further.

Discussion was held on a fence versus a wall for protection and he advised that Council has every right to make it a stipulation that a wall be included in the Binding Development Agreement. They do not have to rely on the Board of Adjustment to do that, as their decision would ultimately come before Council.

City Manager Titkanich advised that Council could table this item and they would have 180 days to come back. Councilwoman Warner asked if they could approve the zoning item. In response, City Manager Titkanich advised that he did not recommend them doing that.

Councilwoman Warner clarified a revision on the blue handout and noted that it said she would not build apartments.

Mayor Parrish asked Mr. Perrone where his property was at on the map that Attorney Rezanka provided. Mr. Perrone showed him.

Further discussion was held in regards to a fence and Mr. Perrone stated that the neighbors would like to see a plan. They just do not want to open the door so that they can do anything they want to do.

Councilwoman Warner advised that there was a list of things that they can do. It was a special exception and just because it was asked for does not mean that the uses would be approved.

Mr. Perrone requested a meeting be held so that neighbors were made aware of what the developers wants to do.

City Manager Titkanich pointed out that there were more possible uses other than just apartments. Attorney Rezanka noted that this issue was not raised five months ago and this was one of her problems.

Mayor Parrish requested that they table the item, work it out, and bring back a clean item.

Councilwoman Warner asked when they were supposed to go to the Board of Adjustment. In response, Attorney Rezanka advised at the next meeting if it was not tabled. City Manager Titkanich added that they could not apply for a special exception without zoning being in place.

City Manager Titkanich announced that he would be out on July 25, 2017. Councilwoman Warner asked Attorney Rezanka if it being delayed again would hurt them since it had already been delayed. She advised that Council wants to do this right and it could be at the August 8th regular City Council meeting.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to table this item until the August 8, 2017 Regular City Council meeting and for the City Manager, City Attorney, and the applicant's attorney to have a meeting to finalize details.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor Parrish closed the hearing to the public.

2. Ordinance 09-2017/ 2nd & Final Reading: Amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). (17-289). (Acting Community Services Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to postpone this item until the August 8, 2017, Regular City Council meeting.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Consider the reappointment of Ms. Nancy Elliot as a member of the Board of Adjustment through May, 2020. (17-282). (Administrative Services Director)

* **MOTION by Councilwoman Warner; Seconded by Councilwoman Blanco, to approve the reappointment of Ms. Nancy Elliot as a member of the Board of Adjustment through May, 2020.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the reappointment of Mr. George Brown as a member of the Code Enforcement Board through June, 2020. (17-290). (Administrative Services Director)

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve the reappointment of Mr. George Brown as a member of the Code Enforcement Board through June, 2020.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider the reappointment of Mr. James McCarthy as a member of the US 1 Corridor Redevelopment Agency through June, 2021. (17-291). (Administrative Services Director)

* **MOTION by Councilwoman Warner; Seconded by Councilwoman Blanco, to approve the reappointment of Mr. James McCarthy as a member of the US 1 Corridor Redevelopment Agency through June, 2021.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve Resolution No. 2017-64 establishing the Rolled-back Rate, adopt a Proposed Millage Rate, and set the date, time, and place for the first Public Hearing to consider the FY2018 Budget. (17-299). (City Manager and Finance Director)

City Manager Titkanich provided a presentation[2] on the Truth in Millage (TRIM). He advised that this meeting was held in order to approve a resolution establishing a Rolled-Back Rate, to adopt a proposed Millage Rate, and to set the first public hearing for September 5, 2017 at 5:30 p.m.

He further reminded Council that the proposed rate voted for tonight can be reduced when voting for the adopted millage rate but it cannot be increased.

A historical review of the ad valorem tax base from FY 2009- FY 2018 was provided and it was pointed out that the valuation is still lower than that of FY 2009.

City Manager Titkanich provided a history of both the millage and ad valorem revenue and he explained the percentage change from FY 2009 to FY 2017.

[2] EXHIBIT B: Truth in Millage (TRIM) Presentation

He mentioned that Council has done a good job at managing the millage rate.

The FY 2018 TRIM rate options were provided. The Current Rate, which is the proposed 5.9790; the Rolled-back Rate is 5.9219; and the Majority Rate is 9.6261.

He pointed out that they were recommended the proposed rate to maintain the tax rate at 5.9790.

Information on CRA's was provided, along with how the rate would affect single family property owners. He further provided a comparison of all of the other cities in Brevard County and their rates.

City Manager Titkanich explained the next steps in this process and pointed out that budget books would be delivered by July 25th.

- There would be a Budget Workshop on August 9, 2017 at 5:30 p.m.
- 1st Public Hearing would be September 5, 2017 at 5:30 p.m.
  -Vote for a Proposed Millage Rate
  -Vote on the Proposed FY 2018 Budget
- 2nd Public Hearing would be September 13, 2017 at 5:30 p.m.
  -Adopt a Proposed Millage Rate
  -Adopt the FY 2018 Budget

He reiterated staff's recommendation which was to maintain the current rate of 5.9790 and to have the first public hearing on September 5, 2017 at 5:30 p.m.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve Resolution No. 2017-64 establishing the Rolled-back Rate, adopt a Proposed Millage Rate, and set the date, time, and place for the first Public Hearing to consider the FY2018 Budget.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

He thanked Teri Butler, Lora Howell, Lea Taylor, Anne Quesada, and the rest of the Finance staff for working on this budget.

5. Consider approving the renewal of John Titkanich's City Manager's Employment Agreement for three (3) years through September 30, 2020 with options for three-year term renewals as specified within the agreement. (17-300). (City Manager)

Ms. Gemmati read the item into the record. City Attorney Garganese mentioned that he had met with City Manager Titkanich and the City Manager spoke about changes that he would like to make in his current contract. The terms are similar to the current contract.

The first change is a change in the contract term. The terms of the agreement provide for a three (3) year term with an unlimited number of (3) three year automatic renewals subject to the City Council's review and consideration. Before an additional term is added the City Manager would be required to bring the contract back to Council six months before the end of the term. At that time, the City Council would have the discretion to not add to the contract.

Mayor Parrish clarified which month that would be. City Manager Titkanich replied that it would be either the last meeting of March or the first meeting of April, 2020.

The second change clarifies an ambiguity in the existing agreement related to the City Manager's entitlement to vacation time provided to Management Employees upon termination of the agreement. He is entitled to all accrued vacation upon termination and accrued vacation is not subject to the cap of 720 hours like it is for sick leave.

Councilman Whipple asked for clarification on accruals. In response, City Manager Titkanich advised that it is based on service and he received 204 hours per year. Additionally, they are required to take at least 40 hours per year.

Ms. Gemmati explained in furtherance that on October 1st of every year, executive staff is advanced their time based on years of service. The City Manager receives 204 hours annually.

Councilman Whipple felt this should be placed in the contract and in response, City Manager Titkanich advised that this was the inconsistency that is clarified in the new agreement.

Councilman Whipple believed that with this they were dealing with the unknown. City Attorney Garganese advised that there is not a cap on vacation time taken by the City Manager and he would be compensated.

Lastly, City Manager Titkanich is requesting his current retirement contribution of 5% to be increased to 7.5% of his annual salary.

Councilwoman Warner clarified that the total increase would be 2.5%.

Lawrence Sinclair, 1052 Mitchell Street, Cocoa, spoke in regards to City Manager Titkanich. He asked why it was a three year contract and not four.

Mayor Parrish advised that they needed performance out of this position and he felt that if they went four years they would not all get the chance to re-evaluate him. Additionally, the unknown of going outside is too great. The City Manager is up to the challenge and this way they can evaluate him before they go.

Mr. Sinclair agreed with him and believed that everyone was looking at the direction of the City.

Mayor Parrish believes this is very important and wants to make sure that they get someone user friendly who has the best interest of the City at heart.

Councilman Whipple understood where the Mayor was coming from and based on the accolades the City Manager received at the Space Coast League of Cities meeting on Monday night proves that he is known statewide.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the renewal of John Titkanich's City Manager's Employment Agreement for three (3) years through September 30, 2020 with options for three-year term renewals as specified within the agreement.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Titkanich thanked the Mayor and City Council, along with the City Attorney's office, and staff, and stated it was a privilege to sit in the seat of City Manager and looked forward to the future.

VIII. CITY BUSINESS:

1. ~~Approve entering into, and authorize the City Manager to execute, a Development Agreement and Covenant with the developer of the Dollar General site at Barbara Jenkins St and Fiske Blvd. for connection to the Diamond Square Regional Stormwater Facility. (17-258). (Public Works Director)~~

*** This item was previously approved at the June 13, 2017 City Council meeting.**

2. Approve an Interlocal Agreement with Brevard County to relocate/replace water mains within the Cone Road Improvements Project; To approve a Resolution amending the FY2017 Budget; To authorize the City Manager to execute the Interlocal Agreement and approve the payment of the construction estimate cost up to $85,342. (17-295). (Utilities Director)

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve the proposed fiscal year 2018 benefit renewal for medical, dental, vision, flexible spending, and life insurances with associated providers and authorize the City Manager to sign related agreements. (17-297). (City Manager)

Ms. Gemmati noted that this item was in regards to benefit renewals, and that Mr. Shawn Fleming, with the Gehring Group was in attendance to provide updates on both the renewals and the health center.

Mr. Fleming provided a presentation[3] and explained in detail about the city transitioning to self-funding for Fiscal Year 2016. He discussed self-funding in detail and explained the reasons that the City stays with Cigna.

Claims experience with the City and a history of claims was discussed in detail and he pointed out that the two biggest drivers in the rise of claims were cancer and the circulatory system (heart and stroke).

[3] EXHIBIT C: Insurance Renewal and Clinic Update

Furthermore, he mentioned that the Insurance Task Force voted for a 4.7% increase to each plan. The only other increase was to the vision plan, which equates to a 4.3% increase, which represents a monthly increase of $.24 for employees with family coverage (approximately $.06 per paycheck).

Mr. Fleming provided an update on the health center utilization and pointed out the savings on claims, health care visits, and prescriptions since the center's its inception.

After a question was posed by Mayor Parrish regarding prescription drugs, discussion was held on the reasoning behind costs of prescriptions. Also discussed was the reasoning for costs rising for MRI's and CT scans.

City Manager Titkanich reminded Council that the City was now in agreement with other cities and that the health center has been a wise investment. Employees were very happy with Dr. Whyte.

Councilwoman Warner asked if there was any feedback from other cities yet. Mr. Fleming and Ms. Gemmati advised that they were working on that and would bring it back to Council.

Further discussion was held on prescription costs.

Council thanked him for the presentation.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. May 2017 Fire Incident Summary Report. (17-280). (City Manager)

X. REPORTS:

Ed Lanni, 989 North Indian River Drive, Cocoa, spoke in regards to City Manager Titkanich and believed that he was doing a great job. Cocoa has come a long way and he was happy to be a resident of the City.

City Manager Titkanich announced that he would be out of the office from July 24, 2017 until August 2, 2017 as he was having surgery.

He further noted that he would be attending a FLC Legislative Policy Committee meeting in Orlando on Friday, July 14, 2017.

Councilman Whipple told Mr. Wegerif that he took a tour of the Harry T. Moore Center and thought that the hardwood floors looked great. He hoped that they would meet the deadline for completion of the project. In response, Mr. Wegerif stated that they were moving PAL to the other side.

Councilman Whipple mentioned traffic on Sundays when they have soccer games in the area of Varr Avenue. It was disrespectful for people to come into communities and disobey parking signs. He thanked Major Hankins for having officers there.

Councilwoman Blanco spoke about their attendance at the Fire Station #1 Topping Off on July 29th and that the station was looking nice. The construction company also treated those in attendance to lunch and she hoped that the new station would have a positive influence in the area.

She further spoke in regards to the City Manager's contract renewal and hoped that she was around in the future. He is able to guide her and Council in the right direction and appreciated that. He has Cocoa's best interest at heart.

Lastly, she mentioned a video that she did on Facebook which received mixed reactions. What she said was from the heart and she did not want to offend anyone. If she did, she was sorry. There is a lot of potential in Cocoa and appreciated everyone's support. She wants to keep moving Cocoa forward.

Councilwoman Warner concurred with Councilwoman Blanco's statements about the fire station. It was nice to see the new construction and she appreciated the lunch.

Councilwoman Warner had the opportunity to visit Cryderman's BBQ for lunch on Sunday. The line was down the sidewalk and she heard many positive compliments about Florida Avenue.

She thanked everyone for the July 4th event and believed it was a great event. It was a great time and she especially thanked Gail Bantugan and her crew for their hard work. She further thanked Port Commissioner Harvey and his wife for their hospitality.

Lastly, she thanked Lt. Dellatorre for the Active Shooter Training that he provided on Friday, July 7th. She appreciated being included in the same training that staff had.

Deputy Mayor Boisvert advised that they were clearing the land on SR 524 for Fire Station #3. They were also working on the Dunkin Donuts by Aldi's. He thanked everyone for the July 4th event and congratulated City Manager Titkanich on his contract.

Mayor Parrish pointed out that he had received a couple of complaints about the stop sign by Normans. They were complaining that they could not see the sign and the tree needed to be trimmed. Mr. Wegerif assured him it would be looked into and mentioned that they were looking into doing signs at Factory Street also, making it a four way stop.

He was looking forward to Cryderman's being open on Friday and Time Out will also be opening.

Mayor Parrish mentioned that Lee Wenner Park was on the County's agenda for July 25th and asked if anyone would be going. City Manager Titkanich stated he would see if he could work it out for someone to attend.

He asked if Rep. Goodson and Jerry Sansom were coming to speak about the legislative session. City Manager Titkanich responded in the affirmative.

Mayor Parrish spoke about the upcoming Walmart Distribution Center and how it would benefit the community, although some feel that the property was being destroyed.

Councilwoman Warner mentioned a drone video that was available that shows what all was being done to the property.

Mayor Parrish thought July 4th was awesome and that it showed off the City well.

He congratulated City Manager Titkanich on his contract and looked forward to the next three years.

Mayor Parrish mentioned that Councilwoman Blanco's video was great.

City Manager Titkanich announced that the EDC was looking for membership on their Board of Directors and asked if anyone on Council was interested in being on that board. Councilwoman Blanco advised that she would be willing to do it.

* **IT WAS A CONSENSUS OF COUNCIL FOR COUNCILWOMAN BLANCO TO BE A MEMBER OF THE BOARD OF DIRECTORS FOR THE EDC.**

XI. ADJOURNMENT.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to adjourn the Regular meeting of July 11, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:29 p.m.

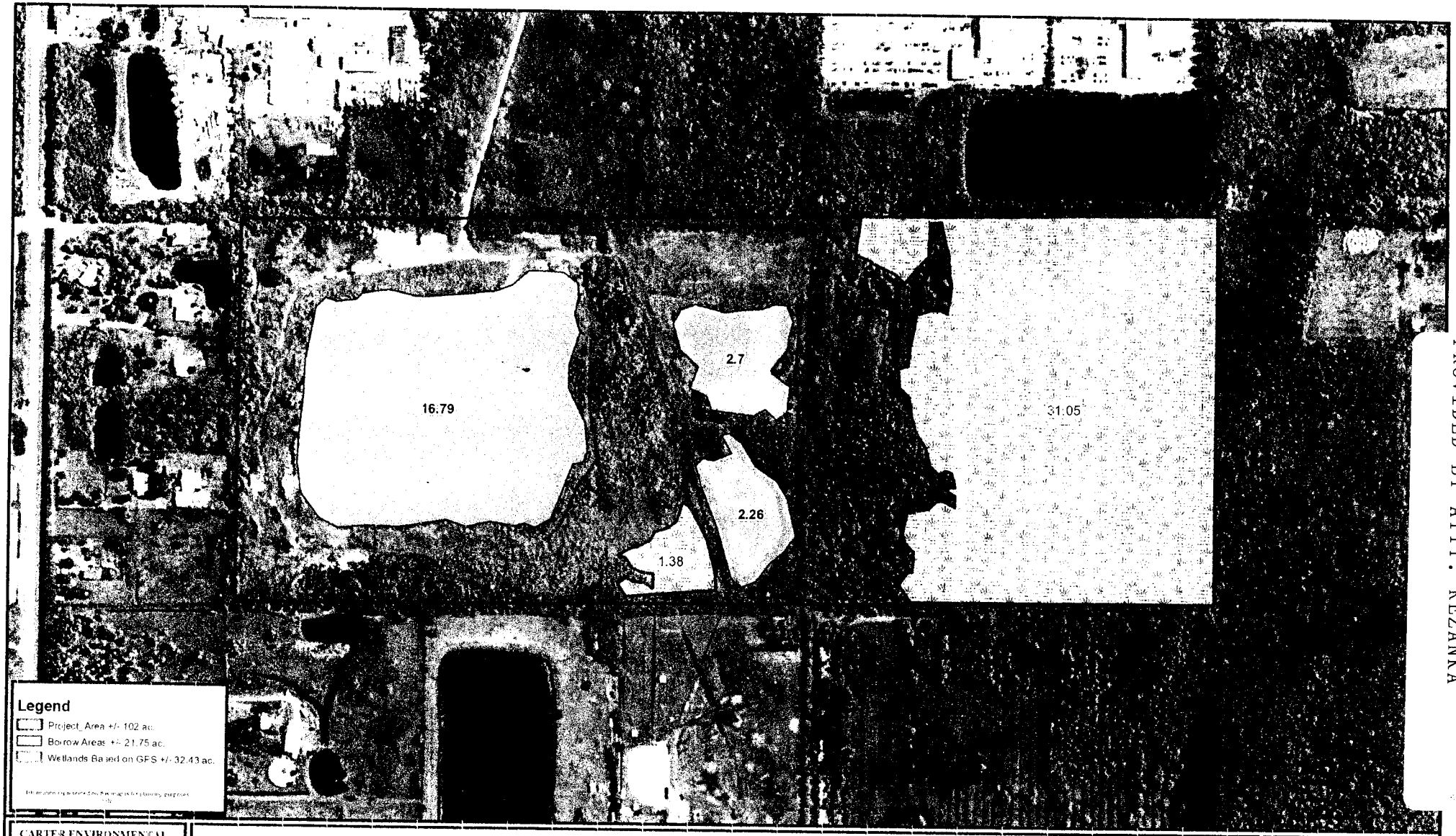
_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk



CARTER ENVIRONMENTAL SERVICES, INC.
CES
1 Waldo Street
St. Augustine, FL 32084
904-540-1286
www.carterenv.com

Wetland Delineation Assessment Map

Disbrow Cocoa

Brevard County, Florica

Project:	5.16070
Date:	May 2017
Figure:	1

EXHIBIT A: INFORMATIONAL PACKET
PROVIDED BY ATTY. REZANKA

Sec. 5. - District and intent—RU-2-15, Multiple-Family Dwelling District.

The provisions of this district are intended to apply to an area of medium density residential development with a variety of housing types. Lot sizes and other restrictions are intended to promote and protect medium density residential development, maintaining an adequate amount of open space for such development. Paragraphs (A) through (O) below shall not apply to construction meeting the definition of "townhouse" in article V. Paragraphs (P) through (BB) shall apply only to construction meeting the definition of "townhouse" contained in article V.

(A) PRINCIPAL USES AND STRUCTURES.

(1) Multiple-family dwellings (four (4) or more units per building) not more than fifteen (15) dwelling units per acre (two thousand nine hundred (2,900) square feet of lot per dwelling unit) for two-story structures of not more than ten (10) units per acre (four thousand three hundred fifty (4,350) square feet of lot per dwelling unit) for single-story structures. For the purpose of computing density allowed, property divided by a public road shall be considered as separate parcels (refer to article XIII, Supplementary District Regulations, section 2, Designation of lesser maximum density.)

(2) Single-family and multi-family dwellings of not more than three (3) units per building as regulated by section 4A, RU-2-10.

(3) Townhouse residential subdivisions as regulated in this section.

(B) ACCESSORY USES AND STRUCTURES.

(1) Customary accessory uses clearly incidental and subordinate to the principal use and in keeping with the intent and purpose of the district.

(2) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(C) SPECIAL EXCEPTIONS.

(1) Public parks and playgrounds.

(2) Noncommercial cultural centers, social service centers, museums, galleries, community centers.

(3) Private clubs and lodges.

(4) Sewer lift stations.

(5) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.

(6) Security mobile home located upon public property.

(7) Child care centers, day nurseries, or kindergartens.

(8) Electronic communication/transmission facilities and exchanges.

(9) Bed and breakfast establishments as regulated by article XIII, section 24, Bed and breakfast establishments.

(10) Adult congregate living facility (ACLF).

(D) PROHIBITED USES AND STRUCTURES.

(1) All uses not specifically or provisionally permitted herein.

(E) BULK REGULATIONS.

(1) *Minimum lot area* —Seven thousand five hundred (7,500) square feet.

(2) *Minimum lot width* —Seventy-five (75) feet.

(3) *Minimum lot depth* —One hundred (100) feet.

(4) *Maximum lot coverage* —Forty percent (40%).

(5) *Maximum height* —Thirty-five (35) feet.

(F) MINIMUM LIVING AREA.

Duplex —Seven hundred fifty (750) square feet each unit.

Efficiency apartments —Five hundred (500) square feet.

One-bedroom apartments —Eight hundred (800) square feet.

Two-bedroom apartments —Nine hundred (900) square feet, plus one hundred (100) square feet for each additional bedroom.

(G) MINIMUM YARD REQUIREMENTS.

Front setback —Twenty-five (25) feet.

Side interior lot setback —Ten (10) feet.

Side corner lot setback —Fifteen (15) feet.

Rear setback —Twenty (20) feet.

(H) [OPEN AIR SPACE.] Multiple-family buildings (more than two (2) units) located on the same lot shall have an open air space of not less than fifteen (15) feet between exterior walls of buildings.

(I) PRESERVATION OF TREES. During the development of the property, all trees of six (6) inches in diameter or larger shall be preserved unless they exist within:

(1) A proposed public or private easement or drainage facility.

(2) Proposed structure dimensions.

(3) Ten (10) feet of a proposed structure.

(4) A proposed driveway or designated parking area.

(J) UTILITIES. All utilities distribution systems, including TV cable, telephone and electrical systems shall be installed underground for multifamily buildings located on a lot one (1) acre or larger in size. Primary facilities providing service to the site may be exempted.

(K) [MAXIMUM BUILDING LENGTH.] The maximum length and/or width of any building shall be two hundred (200) feet.

(L) [PERPETUAL MAINTENANCE.] Provisions satisfactory to the city council, City of Cocoa, shall be made to assure that nonpublic areas and common open space shall be perpetually maintained in a satisfactory manner, without expense to the City of Cocoa.

(M) COMMON USABLE OPEN SPACE AND RECREATIONAL FACILITIES.

(1) Twenty percent (20%) of the gross acreage of the site shall be set aside and specifically delineated on the site plan as common usable open space. The twenty percent (20%) requirement may be reduced to ten percent (10%) if the major recreational facilities such as swimming pool, or two (2) tennis courts, or two (2) racquet ball courts or any combination, are provided for each forty (40) units for common use of the development's residents.

(N) CURBING. A four-inch concrete curb shall be provided as a separation between paved parking areas and open green islands.

(O) [UNDERGROUND IRRIGATION.] An underground irrigation (sprinkler) system shall be provided for all landscaped areas within multiple-family residential projects of ten (10) units or more.

Townhouse Residential Subdivision

(P) PURPOSE. This section is intended for townhouse type residential structures having both single- and multifamily characteristics. Its purpose is to encourage housing innovations in the grouping or separately owned dwelling units, so as to make efficient, economical, and aesthetically pleasing use of land so restricted that the same will be continually well maintained in order to preserve health, welfare, safety, morals, and convenience of the neighborhood and surrounding area.

(Q) PERMITTED PRINCIPAL USES AND STRUCTURES. Permitted principal uses and structures shall be:

(1) Townhouses provided that the area to be developed exceeds one (1) acre.

(R) PERMITTED ACCESSORY USES AND STRUCTURES. Permitted accessory uses and structures shall be:

(1) Recreation buildings or structures, playgrounds or parks, when accessory to and clearly subordinate in use and in keeping with the intent and purpose of the district.

(2) One common television antenna per group of dwelling units.

(3) Garage, carport, or space for housing or parking of private automobiles, provided such uses are attached to the principal building.

(S) PROHIBITED USES AND STRUCTURES. Prohibited uses and structures shall be:

(1) Commercial and industrial uses and structures.

(2) Business, professional, and personal service establishments.

(3) Individual outside antennas of any type.

(T) MINIMUM LOT REQUIREMENTS. The minimum requirements for area and width of lots shall be:

(1) *Area to be developed* —One acre.

(2) *Minimum lot area.*

a. With two-car garage—Two thousand four hundred (2,400) square feet.

b. With on-lot parking—Two thousand (2,000) square feet.

c. With off-lot parking—Two thousand (2,000) square feet.

(3) *Minimum lot width.*

a. With two-car garage—Twenty-eight (28) feet.

b. With on-lot parking—Twenty (20) feet.

c. With off-lot parking—Twenty (20) feet.

(U) MINIMUM YARD REQUIREMENTS.

(1) *Front setback.*

a. With two-car garage—Twenty-six (26) feet (with six (6) feet required to be landscaped).

b. With on-lot parking—Twenty-six (26) feet (with six (6) feet required to be landscaped).

c. With off-lot parking—Fifteen (15) feet (with six (6) feet required to be landscaped).

(2) *Rear setback* —Twenty-five (25) feet.

(3) *Setbacks from the exterior boundaries* of this district shall not be less than twenty-five (25) feet. When any single-family district abuts this district, a substantial fence or landscaping of at least six (6) feet in height shall be provided along the boundary of the townhouse subdivision abutting said single-family district.

(4) *Side setback.*

a. Fifteen-foot side setback required at the end of each group of units abutting a dedicated right-of-way or a public or private street.

b. A spacing of twenty (20) feet between each group of townhouses shall be provided.

c. All side yard spacing required shall remain unobstructed.

(V) MAXIMUM LOT COVERAGE BY ALL BUILDINGS. The maximum lot coverage shall be:

(1) Forty percent (40%) of the site.

(W) MAXIMUM HEIGHT OF STRUCTURES. No portion intended for human occupancy shall exceed thirty-five (35) feet.

(X) MINIMUM FLOOR AREAS. The minimum floor area requirements for townhouse units shall be as follows (any patio area shall not be included with these minimum floor areas):

(1) *One bedroom* —Eight hundred (800) square feet.

(2) *Two (2) bedrooms* —Nine hundred (900) square feet plus one hundred (100) square feet for each additional bedroom.

(Y) MINIMUM OFF-STREET PARKING REQUIREMENTS. Two (2) parking spaces per dwelling unit.

(Z) MISCELLANEOUS PROVISIONS. The following miscellaneous provisions shall apply in this district:

(1) Sidewalks shall be constructed on both sides of all streets within a townhouse subdivision.

(2) All utilities distribution systems, including TV cable, telephone, and electrical systems shall be installed underground. Primary facilities providing service to the site may be exempted.

(3) The maximum length and/or width of any building shall be two hundred (200) feet.

(4)

Sidewalks shall be installed along all public or private streets with city standards and specifications.

(5) Fencing: No fencing shall be permitted within the front or side yards as determined by the required setbacks. Rear yard fencing shall not exceed six (6) feet in height.

(6) Provisions satisfactory to the administration of the City of Cocoa shall be made to assure that nonpublic areas and common open space shall be maintained in a satisfactory manner, without expense to the City of Cocoa.

(7) Each townhouse unit shall be located on its own individual platted lot. If areas for common use of occupants of townhouse development are shown on the plat, such plat shall not be approved until satisfactory arrangements are made for maintenance as provided by this ordinance.

(8) A site plan is required in accordance with article XII and site plan review in accordance with the zoning code of the City of Cocoa.

(9) A development schedule shall be submitted for review to the Cocoa Planning and Zoning Board, who may approve subject to conditions, or disapprove. When submitted, the development schedule shall indicate:

a. The staging of construction and the staging of open space or other common use areas for conveyance, dedication, or reservation; the geographic stages in which the project will be built, the approximate date when construction of each stage shall begin, and its anticipated completion date. The initial stage shall require a minimum of one (1) acre. Provision for the construction of cultural and recreational facilities which are shown on the site plan shall proceed at an equivalent or greater rate as the construction of the dwelling units.

(10) Site plan: Refer to article XII, section 1.

(11) Curbing: An eight-inch concrete reinforced curb shall be provided as a separation between parking areas and open green islands and shall be so designed as to allow water to run from the parking areas into the green areas.

(AA) DENSITY. Maximum of ten (10) dwelling units per acre for single-story units of fifteen (15) dwelling units per acre for two (2) or more story units.

(BB) PRESERVATION OF TREES. During the development of the subdivision all trees of six (6) inches in diameter or larger shall be preserved or replaced unless they exist within:

(1) A proposed public or private easement or draining facility.

(2) Proposed structure dimensions.

(3) A proposed driveway or designated parking areas.

(4) Ten (10) feet of a proposed structure.

(Ord. No. 1618-3, § 3; Ord. No. 1-78, § 4, 1-10-78; Ord. No. 13-78, § 3, 9-5-78; Ord. No. 11-81, § 1, 4-28-81; Ord. No. 22-81, §§ 1, 2. 9-22-81; Ord. No. 3-85, § 11, 1-8-85; Ord. No. 4-85, § 11, 2-12-85; Ord. No. 17-86, § 1(b), (c), 9-23-86; Ord. No. 16-90, § 2, 6-12-90; Ord. No. 19-96, § 2, 11-12-96; Ord. No. 26-98, § 2, 9-22-98; Ord.

Prepared by: Kimberly Bonder Rezanka
Address: Cantwell & Goldman, P.A.
96 Willard Street, Ste. 302
Cocoa, FL 32922

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this _____ day of July, 2017, between the CITY OF COCOA, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "City") and **2075 W. King Street Land Trust** (hereinafter referred to as "Developer/Owner").

RECITALS

WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") in Brevard County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Developer/Owner has requested the **RU-2-15** zoning classification(s) and desires to develop the Property as **Adult Congregate Living Facility**; and

WHEREAS, as part of its plan for development of the Property, Developer/Owner wishes to mitigate negative impact on abutting land owners and affected facilities or services; and

WHEREAS, the City is authorized to regulate development of the Property.

NOW, THEREFORE, the parties agree as follows:

1. The City shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that the Developer/Owner, its grantees, successor or assigns in interest or some other association and/or assigns satisfactory to the City shall be responsible for the maintenance of any improvements.

2. Developer/Owner shall provide a six foot (6') opaque fence on the western portion of the Property.

3. The Developer/Owner shall not construct apartments on the Property and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.

4. The Developer/Owner shall limit ingress and egress to SR 520.

5. Developer/Owner shall comply with all regulations and ordinances of Cocoa, Florida. This Agreement constitutes Developer/Owner's agreement to meet additional standards or restrictions in developing the Property. This agreement provides no vested rights against changes to the Comprehensive Plan or land development regulations as they may apply to the Property.

6. Developer/Owner, upon execution of this Agreement, shall pay to the City the cost of recording this Agreement in the Public Records of Brevard County, Florida.

7. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property unless or until rezoned and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and be subject to the above referenced conditions as approved by the City Council on _____. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.

8. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by the Ordinances of Cocoa, Florida, as may be amended.

9. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and must be satisfied before Developer/Owner may implement the approved use(s), unless stated otherwise. The failure to timely comply with any mandatory condition is a violation of this Agreement, constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 8 above.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above.

ATTEST

Carie Shealy, City Clerk
(SEAL)

Mayor Henry U. Parrish
*As approved by the Council on:*_____

(Please note: You must have two witnesses and a notary for each signature required. The notary may serve as one witness.)

WITNESSES:

2075 W. King Street Land Trust

(Witness Name typed or printed)

(Address)

Trustee

(Witness Name typed or printed)

Chris Wickersham

STATE OF FLORIDA)
➢ ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of June, 2017, by Chris Wickersham, Trustee of 2075 W. King Street Land Trust, who is personally known to me or who has produced _____ as identification.

Notary Public

My Commission expires:
SEAL
Commission No.:

(Name typed, printed or stamped)

DESCRIPTION:

A PARCEL OF LAND BEING DESCRIBED AS THE EAST 3/4 OF NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST (SAID PARCEL KNOWN AS TAX PARCEL 500, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) TOGETHER WITH THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, (SAID PARCEL KNOWN AS TAX PARCEL 751, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) AFORE DESCRIBED PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE RUN S 89°13'53" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 1341.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST., SAID CORNER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN; THENCE RUN S 00°05'05"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1349.83 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST OF SAID SECTION 31; THENCE RUN S 89°31'57" W., ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1335.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN S 89°40'03" W., ALONG THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1997.58 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°07'43" E., ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1327.67 FEET TO THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE SAID EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, AND ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 3,328.28 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 102.42 ACRES MORE OR LESS

Exhibit "A"

REVISED

Prepared by: Kimberly Bonder Rezanka
Address: Cantwell & Goldman, P.A.
96 Willard Street, Ste. 302
Cocoa, FL 32922

Return to:
City of Cocoa
Attention: City Clerk
65 Stone Street
Cocoa, Florida 32922

BINDING DEVELOPMENT ~~PLAN~~AGREEMENT

THIS AGREEMENT, entered into this _____ day of July, 2017, between the CITY OF COCOA, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "City") and **2075 W. King Street Land Trust** (hereinafter referred to as "Developer/Owner").

RECITALS

WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") in Brevard County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Developer/Owner has requested, and the City Council of Cocoa approved on July 11, 2017, Developer/Owner's application to amend the Comprehensive Plan Future Land Use Map designation on the Property from Low Density Residential to Medium Density Residential and Conservation and the zoning map classification from RR-1 to **RU-2-15** ~~zoning classification(s) and desires to develop~~for purposes of developing an ~~the Property as~~ **Adult Congregate Living Facility** on the Property (collectively referred to as "Zoning Approvals"); and

WHEREAS, as part of its plan for development of the Property, Developer/Owner wishes to mitigate negative impact on abutting land owners and affected facilities or services; and

WHEREAS, the City is authorized to regulate development of the Property, and this Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act; and

WHEREAS, this Agreement was approved by the City Council as a condition of the Zoning Approvals and shall constitute a binding development permit and govern the future development of the Property along with other applicable provisions of the City of Cocoa Code ("City Code").

NOW, THEREFORE, the parties agree as follows:

1. The foregoing recitals are hereby incorporated herein as a material part of this Agreement.

~~1.~~ The City shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that the Developer/Owner, its grantees, successor or assigns in interest or some other association and/or assigns satisfactory to the City shall be responsible for the maintenance of any improvements.

2.

~~2.~~ Developer/Owner shall provide a six foot (6') ~~opaque fence buffer wall~~ fence on the western and ~~southern~~ portion boundary of the Property. Said ~~wall~~ fence shall be permitted and constructed in accordance with the City Code. Upon construction, the ~~wall~~ fence shall be maintained and kept in good order. The ~~buffer wall~~ fence shall be in addition to landscape requirements otherwise contained in the City Code.

3.

~~The City and Developer/Owner agree that the Property shall be developed as an Adult Congregate Living Facility (ACLF) in accordance with all applicable requirements of the City Code unless this Agreement is amended in accordance with Paragraph 12 below. otherwise mutually agreed to by the parties. The Developer/Owner shall not construct apartments on the Property and may be further restricted by any changes to the Comprehensive Plan or the Land Development Regulations.~~

4. The Developer/Owner shall limit ingress and egress to SR 520.

5. Developer/Owner shall comply with all regulations and ordinances of Cocoa, Florida including, but not limited to, the City Code. This Agreement constitutes Developer/Owner's agreement to meet additional standards or restrictions in developing the Property. This ~~a~~Agreement provides no vested rights against changes to the Comprehensive Plan or land development regulations as they may apply to the Property.

~~Developer/Owner, upon execution of this Agreement, shall pay to the City the cost of recording this Agreement in the Public Records of Brevard County, Florida.~~

6. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property unless or until rezoned and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and be subject to the above referenced conditions as approved by the City Council on _____. July 11, 2017. ~~In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.~~

7. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by the Ordinances of Cocoa, Florida, as may be amended.

8. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and must be satisfied before Developer/Owner may implement the approved use(s), unless stated otherwise. The failure to timely comply with any mandatory condition is a violation of this Agreement, constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 8 above.

9. The Developer/Owner hereby agrees and makes the following representations and warranties to the City:

(a) Developer/Owner is lawfully seized of the Property in fee simple and has full and lawful authority to execute this Development Agreement and bind the Property as set forth herein.

(b) The Property is free of all other encumbrances, including mortgages and liens.

This Agreement shall be recorded by the City. This Agreement will, when duly executed and delivered by the City and Developer/Owner and recorded in the Public Records of Brevard County, Florida, constitute a legal, valid and binding obligation enforceable against the parties hereto and the Property in accordance with the terms and conditions of this Agreement.

10. The City and Developer/Owner hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance

of this Agreement. Developer/Owner represents that it has voluntarily and willfully executed this Agreement for purposes of binding the Property to the terms and conditions set forth in this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

12. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

13. This Agreement and all attached exhibits hereto supersedes any other agreement, oral or written, regarding the Property and contains the entire agreement between the City and Developer/Owner as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

14. If any provision of this Agreement shall beheld to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

15. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto. This Agreement is not binding upon the City unless approved by the City Council and executed by the Mayor.

16. The relationship of the parties to this Agreement is contractual and Developer/Owner is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

17. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable, under this Agreement for punitive damages or interest for the period

before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00).

18. Developer/Owner agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

19. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

20. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

21. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

22. In connection with any arbitration or litigation arising out of this Agreement, each party shall bear their own attorney's fees and costs.

23. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer/Owner or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or unit if Developer/Owner is in breach of any term and condition of this Agreement.

24. Should either party desire to declare the other party in default of any term and

condition of this Agreement, the non-defaulting party shall provide the defaulting party a written notice of default. The written notice shall, at a minimum, state with particularity the nature of the default, the manner in which the default can be cured, and a reasonable time period of not less than thirty (30) days in which the default must be cured. No action may be taken in a court of law on the basis that a breach of this Agreement has occurred until such time as the requirements of this paragraph have been satisfied.

~~8.~~25. Unless termination of this Agreement is expressly authorized elsewhere in this Agreement, this Agreement may be terminated by mutual written agreement of the parties.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above.

ATTEST

Carie Shealy, City Clerk
(SEAL)

Mayor Henry U. Parrish
*As approved by the Council on:*_____

(Please note: You must have two witnesses and a notary for each signature required. The notary may serve as one witness.)

WITNESSES:

2075 W. King Street Land Trust

(Witness Name typed or printed)

(Address)

Trustee

(Witness Name typed or printed)

Chris Wickersham

STATE OF FLORIDA)
➢ ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of June, 2017, by Chris Wickersham, Trustee of 2075 W. King Street Land Trust, who is personally known to me or who has produced _____ as identification.

Notary Public

My Commission expires:
SEAL
Commission No.:

(Name typed, printed or stamped)

DESCRIPTION:

A PARCEL OF LAND BEING DESCRIBED AS THE EAST 3/4 OF NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST (SAID PARCEL KNOWN AS TAX PARCEL 500, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) TOGETHER WITH THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, (SAID PARCEL KNOWN AS TAX PARCEL 751, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) AFORE DESCRIBED PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE RUN S 89°13'53" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 1341.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST., SAID CORNER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN; THENCE RUN S 00°05'05"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1349.83 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST OF SAID SECTION 31; THENCE RUN S 89°31'57" W., ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1335.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN S 89°40'03" W., ALONG THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1997.58 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°07'43" E., ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1327.67 FEET TO THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE SAID EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, AND ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 3,328.28 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 102.42 ACRES MORE OR LESS

Exhibit "A"

Truth In Millage (TRIM) Presentation

Regular Council Meeting
July 11, 2017

EXHIBIT B: TRUTH IN MILLAGE TRIM PRESENTATION

Objectives

❖ **Approve a resolution establishing the Rolled-Back Rate**

❖ **Adopt a Proposed Millage Rate**

To be in compliance with FS 200.065, the City must establish a proposed millage rate by August 4th (within 35 days of TRIM Compliance Process) for the 2018 Fiscal Year.

- Minimum Requirement – 3 of 5 Votes

❖ **Set 1st Public Hearing – Sept. 5, 2017 at 5:30pm**

❑ **REMINDER**

- The proposed rate you vote for tonight can be reduced when voting for an adopted millage rate, but cannot be increased.

Historical Review
Ad Valorem Tax Base

Fiscal Year		Valuation		% of Change
FY2009		$1,168,009,451		(0.9%)
FY2010		$1,025,224,075		(12.2%)
FY2011		$906,460,404		(11.6%)
FY2012		$797,859,898		(12.0%)
FY2013		$771,155,034		(3.3%)
FY2014		$773,867,625		0.4%
FY2015		$780,867,676		0.9%
FY2016		$817,760,975		4.7%
FY2017		$858,558,414		5.0%
FY2018		$888,479,522		3.5%

FY2009-FY2017 is based on the Final Taxable Value.

Historical Review of Millage and Ad Valorem Revenue History

Fiscal Year	Valuation	Millage	Ad Valorem Revenue	Revenue Variance from Previous Year	% of Change
FY2009	$1,168,009,451	4.4891	$4,542,124	($257,532)	(5.4%)
FY2010	$1,025,224,075	4.4891	$4,066,536	($475,588)	(10.5%)
FY2011	$906,460,404	4.9660	$4,040,240	($26,296)	(0.6%)
FY2012	$797,859,898	5.5813	$4,022,601	($17,639)	(0.4%)
FY2013	$771,155,034	5.9811	$4,173,108	$150,507	3.7%
FY2014	$773,867,625	5.9811	$4,235,127	$62,019	1.5%
FY2015	$780,867,676	5.9790	$4,275,054	$39,927	0.9%
FY2016	$817,760,975	5.9790	$4,454,795	$179,741	4.2%
FY2017	$858,558,414	5.9790	*$4,768,944	$314,149	7.1%

* FY 2017 represents Y-T-D collection, as of June 30,2017.

FY2018 TRIM Rate Options

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY2017 – FY2018 Revenue Variance
FY2017 *Adopted Rate	**$857,337,863**	**5.9790**	**$5,126,024**	**$4,869,722**	
FY 2018 Millage Options					
Current Rate-Proposed	$888,479,522	5.9790	$5,312,219	$5,046,608	$176,886
Rolled-back Rate	$888,479,522	5.9219	$5,261,487	$4,998,413	$128,691
Majority Rate	$888,479,522	9.6261	$8,552,593	$8,124,963	$3,255,241

Proposed Rate

City Council may adopt any rate up to 10 mills with a two-thirds vote.

*The adopted rate using the valuation available at the time of adoption.

Reduction To Ad Valorem Due To Required TIF Payments To The CRA's From The General Fund

CRA	MILLAGE 5.9790 FY2018 CURRENT PROPOSED RATE	MILLAGE 5.9219 FY2018 VALUATION AT THE ROLLED-BACK RATE	DIFFERENCE
DOWNTOWN COCOA	$653,817	$647,573	$6,244
DIAMOND SQUARE	$83,265	$82,469	$796
US 1 CORRIDOR	$99,509	$98,558	$951
TOTAL to CRA's	$836,591	$828,600	$7,991

What Does This Mean To The Single Family Property Owner?

	Valuation	FY 2017 5.9790	*Valuation With 2.11% Increase	FY 2018 5.9790	Increase	FY 2018 Max. 10.0000
Single Family Residence	$100,000		$102,110			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$50,000	$299	$52,110	$312	$13	$521
Single Family Residence	$150,000		$152,110			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$100,000	$598	$102,110	$611	$13	$1,021
Single Family Residence	$200,000		$202,110			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$150,000	$897	$152,110	$909	$12	$1,521
Single Family Residence	$300,000		$306,330			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$250,000	$1,495	$256,330	$1,533	$38	$2,563

* The Save Our Homes, as provided in Section 193.155(1), F.S. limits the annual increase in homestead exempt properties assessments to either 3% or the CPI change, whichever is less. For 2017 the CPI cap is 2.11%, even though the City overall has a 3.49% increase in value.

FY2018 Comparative City Rates

Ranking	City	Current	Rolled-back	Proposed
1	Palm Bay	8.4500	7.8063	8.4500
2	Satellite Beach	8.1518	7.6591	8.1518
3	Titusville	7.6575	7.1506	7.6575
4	Melbourne	7.6886	7.1878	7.1878
5	Indialantic	6.2653	5.8056	6.2653
6	Rockledge	6.2500	Unavailable	Unavailable
7	**Cocoa**	**5.9790**	**5.9219**	**5.9790**
8	Cocoa Beach	5.4798	5.0793	Unavailable
9	Cape Canaveral	3.4600	3.3309	3.9555
10	West Melbourne	2.4633	2.2970	2.4633

Note: Ranking is established using the Proposed Rate.

Next Steps

- Budget Workshop – **August 9th, 2017** at 5:30 pm

- 1ST Public Hearing – **Sept. 5, 2017** at 5:30 pm
  - Vote for a Proposed Millage Rate
  - Vote on the Proposed FY2018 Budget

- 2nd Public Hearing – **Sept. 13, 2017** at 5:30 pm
  - Adopt a Proposed Millage Rate
  - Adopt the FY2018 Budget

FY2018 Staff Proposed Rate & 1st Public Hearing

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%
Current FY 2017 Millage Rate	$858,558,414	5.9790	$5,133,321	$4,876,655
Staff Proposed FY2018 Millage Rate	$888,479,522	5.9790	$5,312,219	$5,046,608
FY2018 Revenue Difference			$178,898	$169,953

1st Public Hearing on September 5, 2017 at 5:30 P.M. at Cocoa City Hall

Questions?



CITY OF COCOA

INSURANCE RENEWAL AND CLINIC UPDATE

PRESENTED BY:

Shawn Fleming, CSFS® –
Senior Benefits Consultant

July 11th, 2017

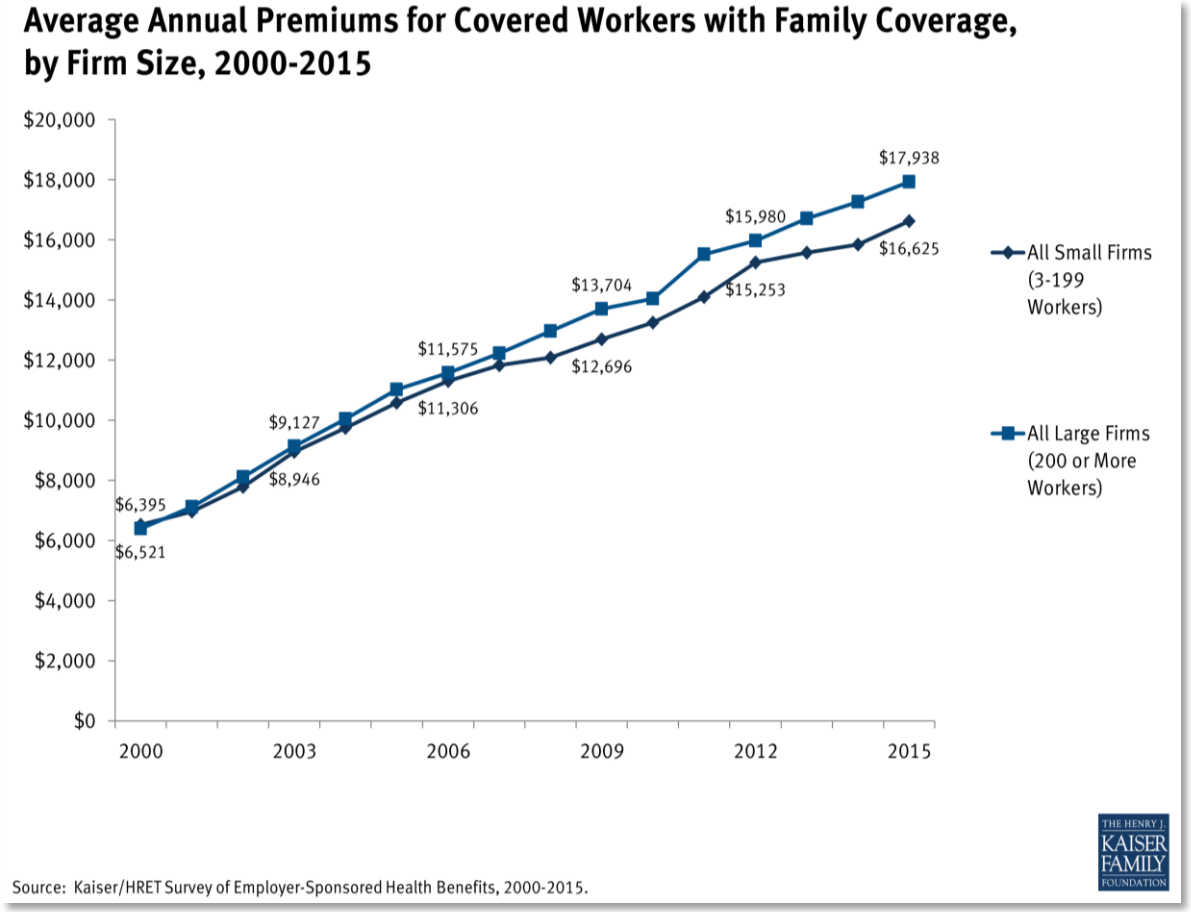
EXHIBIT C: INSURANCE RENEWAL AND CLINIC UPDATE

Discussion Topics

- Self-Funding Background
- Claims Experience Update
- Clinic Update
- Medical Insurance Renewal
- Ancillary Renewals

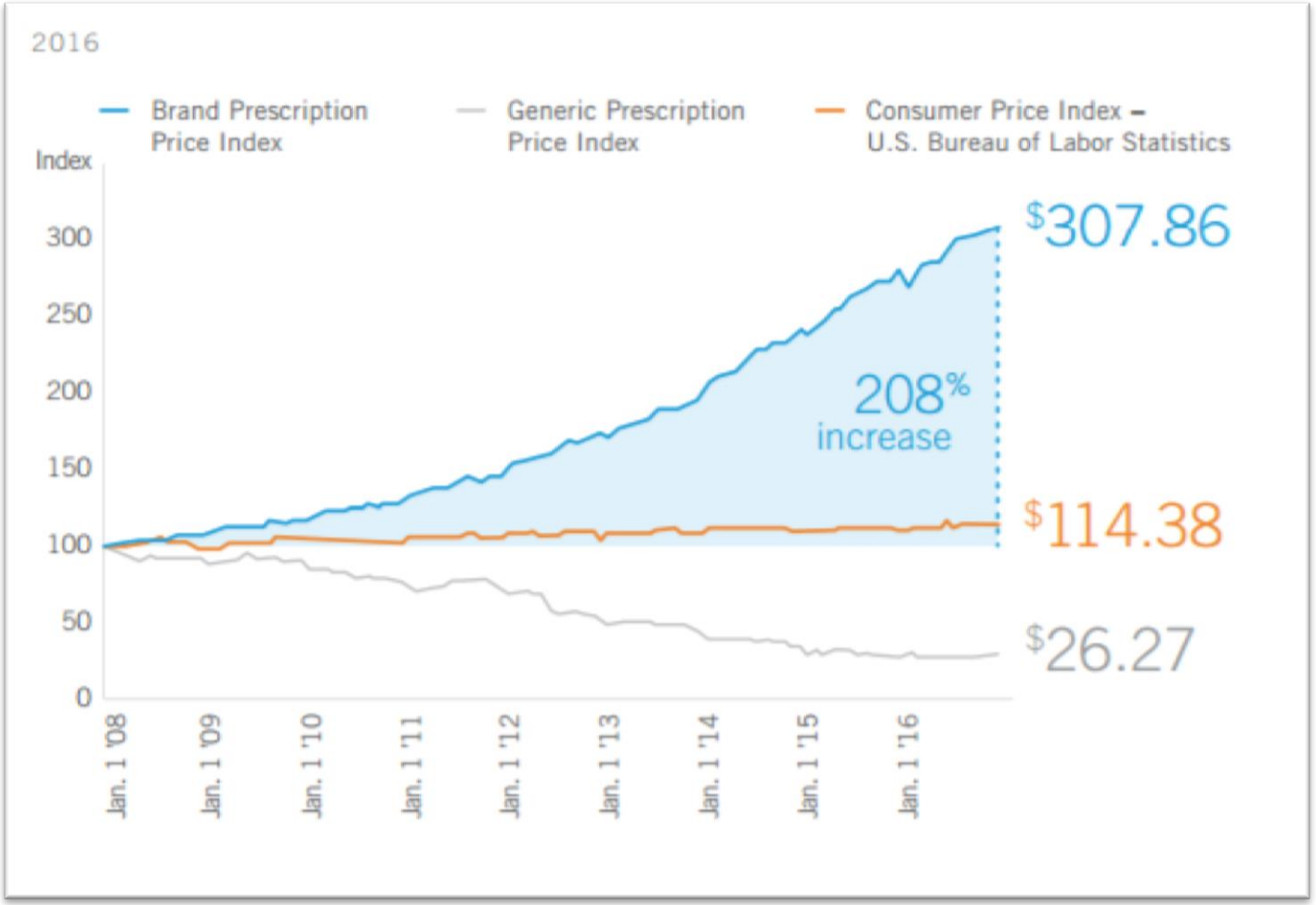
The Landscape of Insurance

Large Group Increase:
2000-2015 – 170%
2005-2010 – 34%
2010-2015 – 29%



http://kff.org/private-insurance/issue-brief/a-comparison-of-the-availability-and-cost-of-coverage-for-workers-in-small-firms-and-large-firms-update-from-the-2015-employer-health-benefits-survey/

The Landscape of Insurance



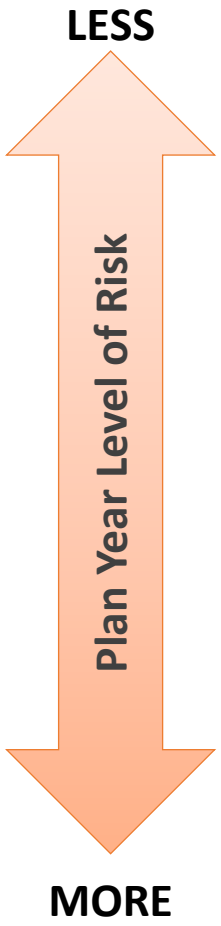
Background

City Transitioned to self-funding for Fiscal year 2016

- City was facing a 15% proposed increase…
  - Increase was driven largely by increased catastrophic claims.
  - Overall initial savings of over $380,000 plus $110,000+ in annual savings by avoiding insurer fee from the Affordable Care Act taxed on fully-insured premiums.
- Maintained the Cigna network and three plan offerings.
- No change to the schedule of benefits at transition.
- Cigna has achieved an average discount of over 65% for claims incurred for employees and their families.
- Self-funding ensures the City capitalizes on cost reductions achieved from the Employee Health Center.

The Funding Spectrum

- Fully Insured Plan
  - Employer pays a set premium
  - Insurance carrier assumes financial and legal risk of loss/gain
- Partially Self-Funded Arrangements
  - Hybrid of fully insured and self insured arrangements
  - Employer has a set cap, but shares in positive claims experience
- Self Funded Plan
  - Employer assumes all or a portion of the risk
  - Additional risk protection through **reinsurance**
  - Health care claims processed by Third Party Administrator
  - Required reserves by Florida Statute (GOV'T ONLY)



Background – Self-Funding

What Does Self-Funding Mean?

- The City pays a third party administrator (Cigna) to administer the medical plan and maintain a network.
- The City pays claims as they occur.
- The City purchases Reinsurance for catastrophic claims.

Task	Third Party Administrator	City of Cocoa
Maintain Provider Network/Negotiate Discounts	✓	
Administer Benefits (according to plan document)	✓	
Provide Funding for Paid Claims		✓
Set Plan Rates (Funding) / Maintain Reserves		✓
Design Schedule of Benefits		✓
Medical Guidelines and Review	✓	

Fully Insured vs. Self Funding

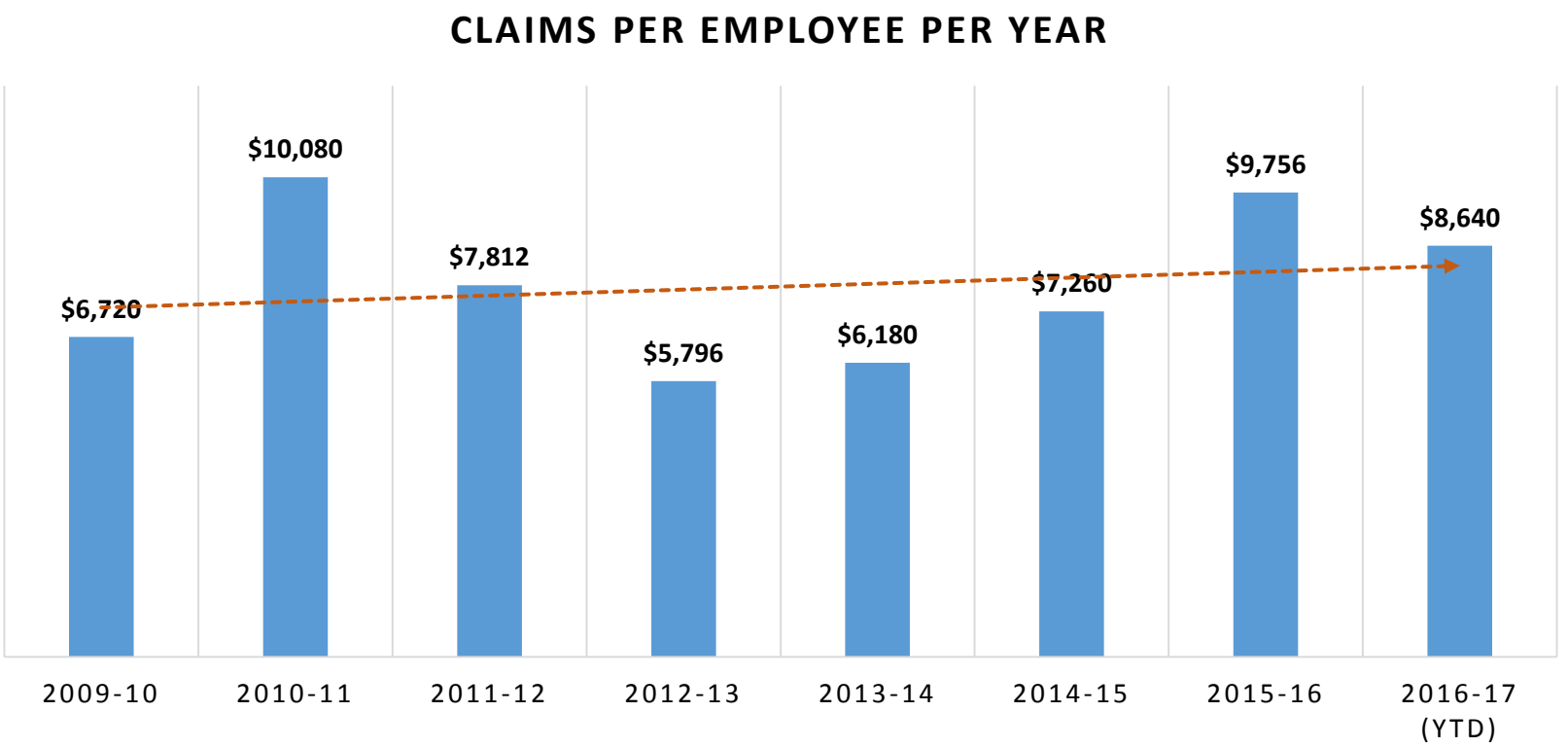
How does going to bid change with Self-Funding?

- The primary focus of a **fully-insured** bid is to obtain the lowest premium.
  - In some cases insurance companies may propose rates that are not sufficient to cover plan costs, leading to significant increases in future years.
  - In other cases premiums may be higher than needed to cover plan costs, but a lack of options can lead to an unfavorable selection of carriers or renewal rates.
- With **self-funding** the most important factor is the discount achieved on the claims, saving both the City and employees.

Claims Experience

- Claims have increased at an average rate of **7%** per year going back to 2009-10.
- Claims for the 2015-16 plan year increased 34%, but are down 11% year to date.
- The 2015-16 increase was driven by a **70% increase** in the number of catastrophic claimants (members with claims over $50,000).
- This represented **over $1,400,000** in additional cost.
  - The two largest drivers were **cancer** and **circulatory system** (heart and stroke) claims.
  - Circulatory issues can largely be prevented through healthy lifestyle choices and proper preventative care, a primary focus for the Health Center.

Claims Experience



- ✓ 2011-12 premiums with Aetna were proposed at $4,612,490.
- ✓ Total plan costs in 2015-16 (despite increased catastrophic costs) were $4,681,454.
- ✓ 2016-17 (annualized) is trending at no increase vs. 2015-16 (through May, 2017).

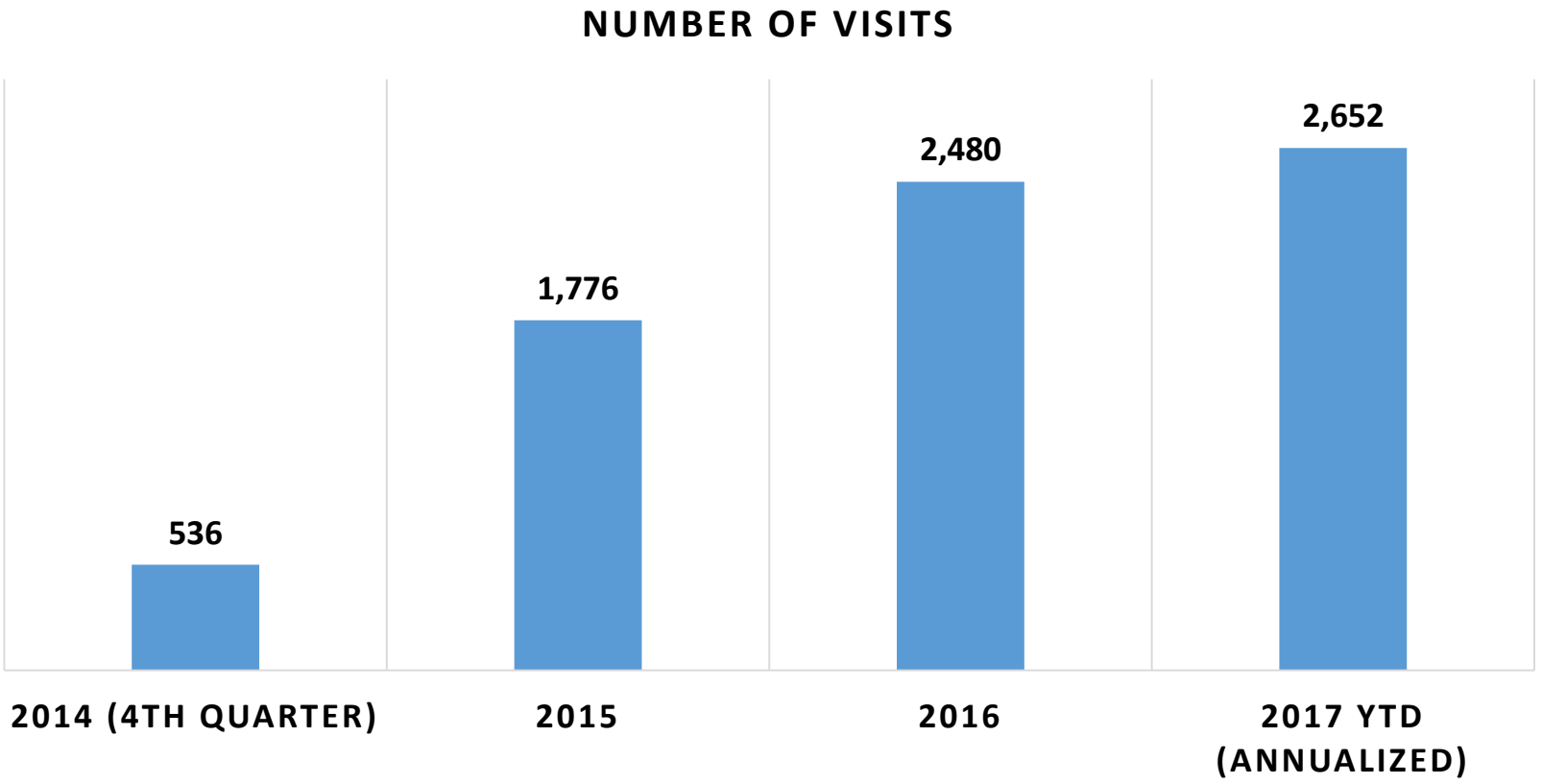
Medical Renewal

- 4.7% ($228,163) overall increase in premium needed.
  - Claims cost are significantly higher on the two buy-up plans.
- Two scenarios proposed to Insurance Task Force:
  - A) 4.7% increase to all three plans.
  - B) 2% Core Plan Increase, 9% Buy-Up Plan, 15% Premier Plan.
- The Task Force voted for the 4.7% increase to each plan.
- Several alternate benefits were proposed for advanced imaging (MRI, CT, PET) and physical therapy at a neutral cost impact to the plan, but the Task Force recommended to leave benefits as is.
- Current benefits are being streamlined to include radiology "read" fees in the current copay to eliminate billing confusion.

Ancillary Renewals

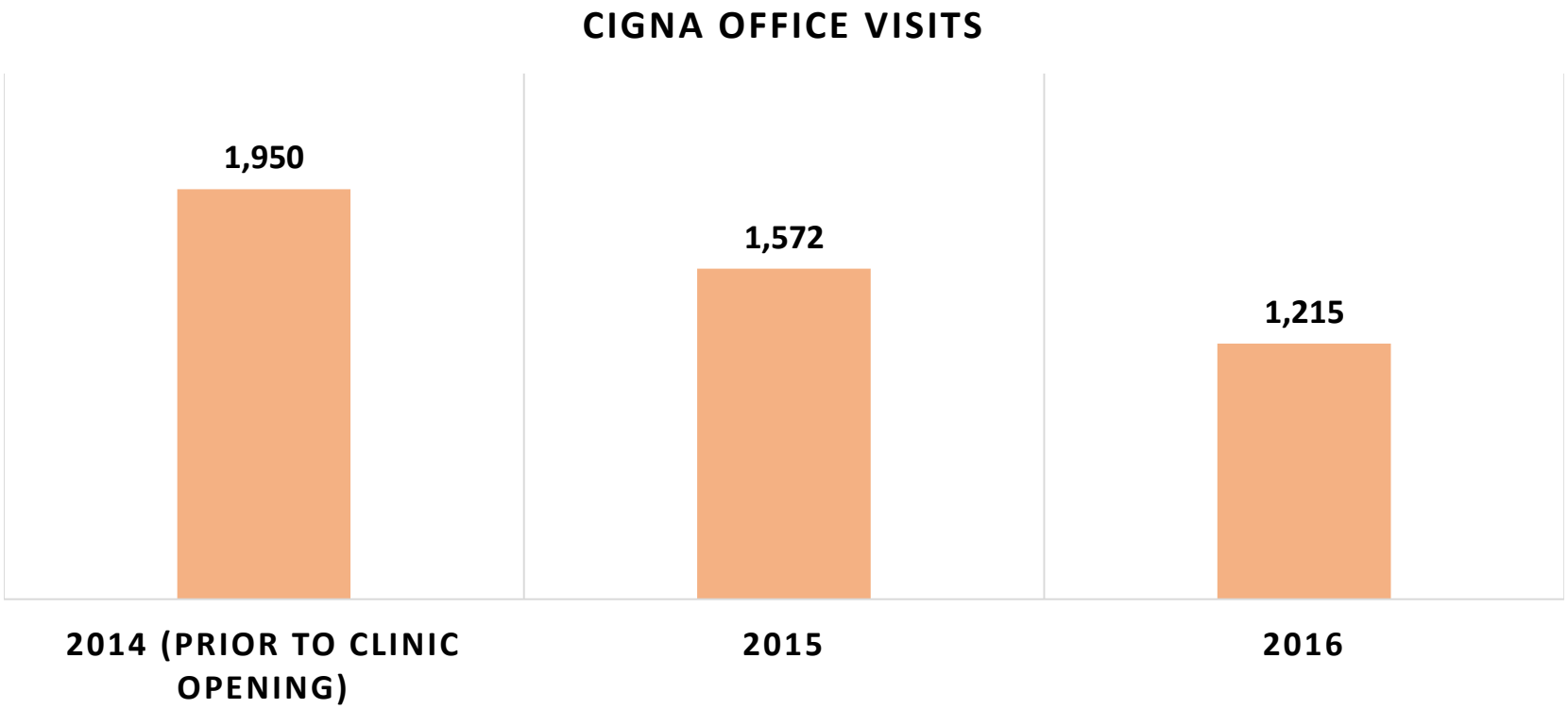
Line of Coverage	Comments/ Recommendation
Dental	No increase proposed from Cigna.
Vision Insurance	4.3% increase ($2,947 annually) from Humana. This represents a monthly increase of $0.24 for employees with family coverage.
Basic Life Insurance	No increase proposed from Cigna.
Voluntary Life Insurance	No increase proposed from Cigna.
Short Term Disability	No increase proposed from Cigna.
Long Term Disability	No increase proposed from Cigna.

Health Center Utilization



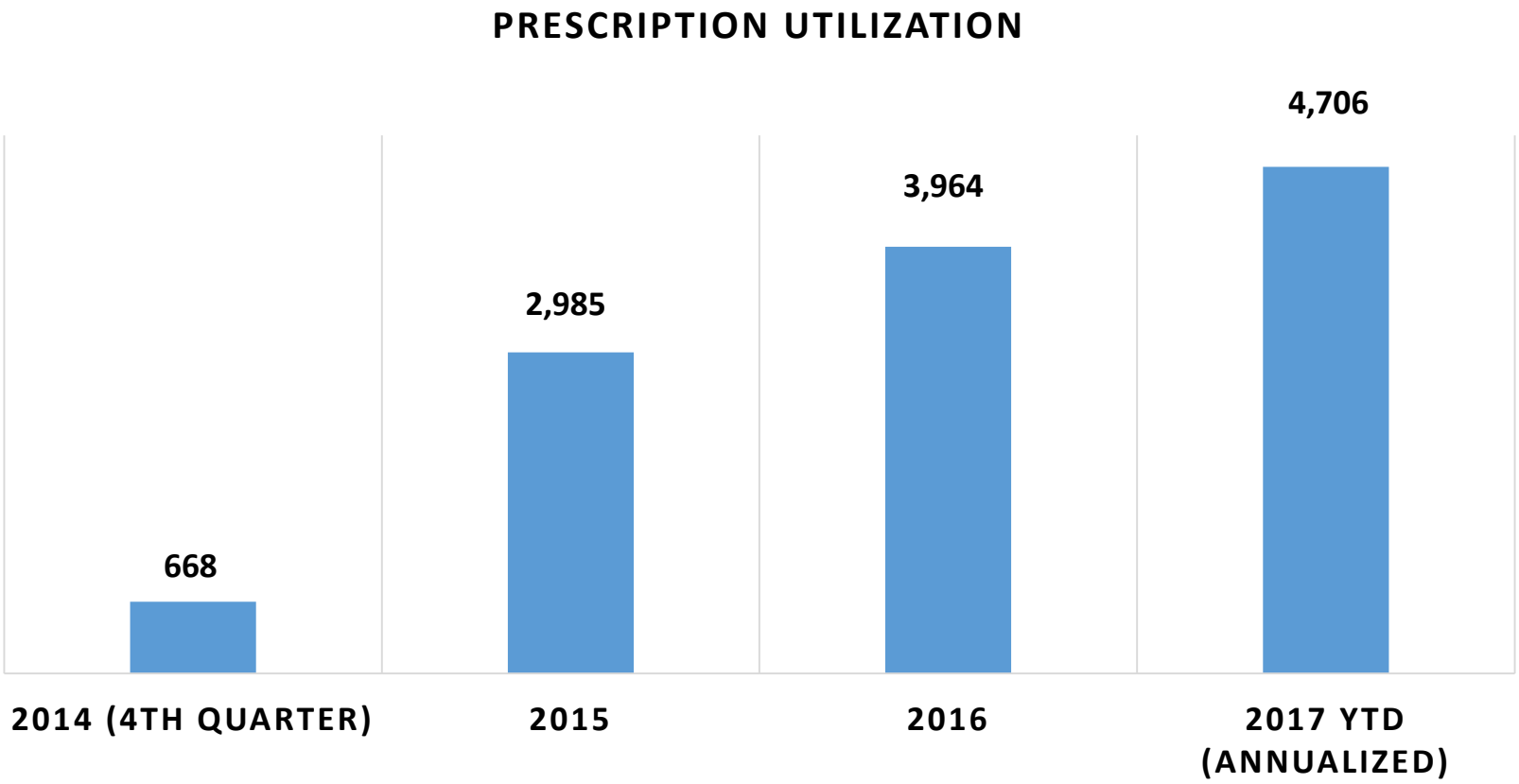
Number of visits from 9/2014 to 6/30/2017

Plan Utilization



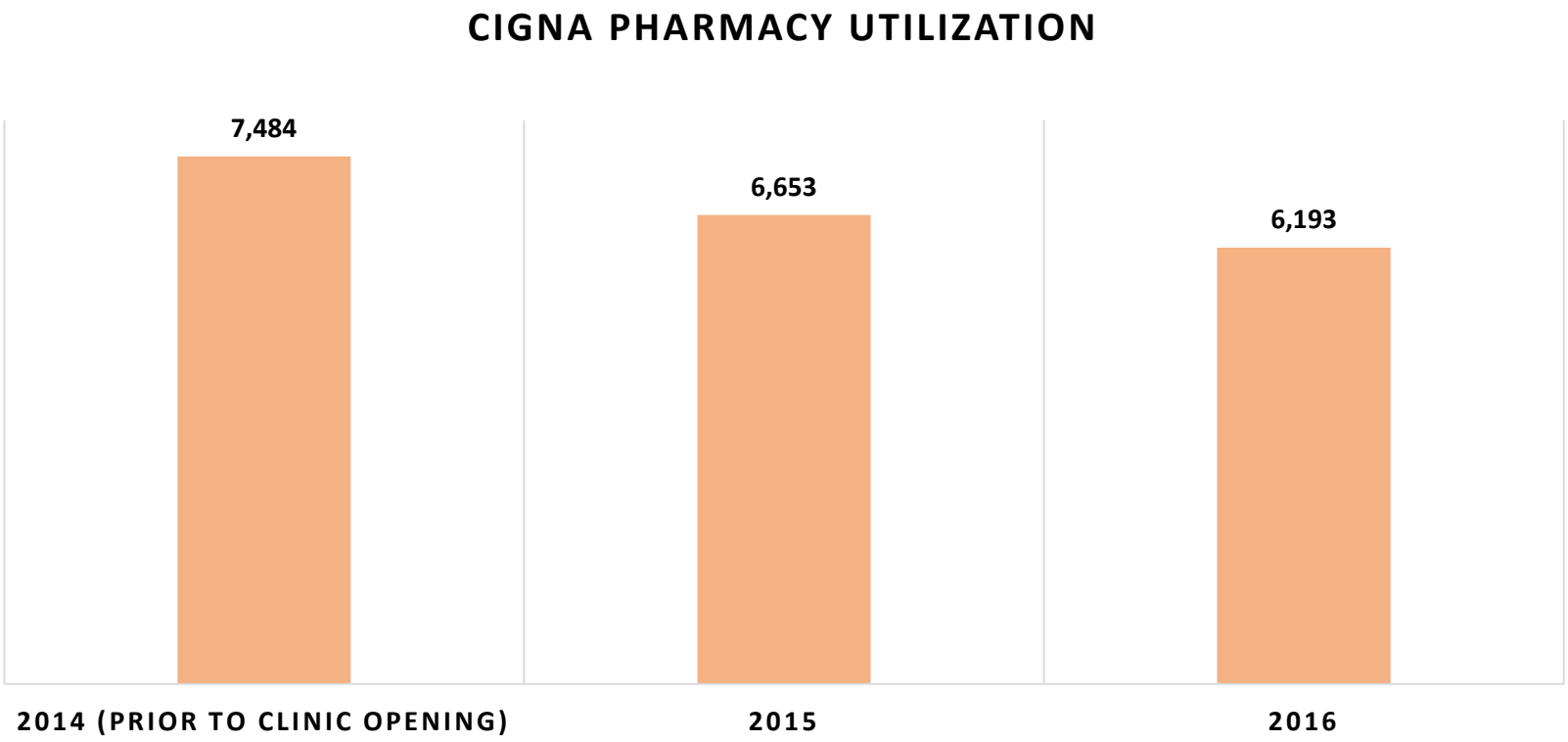
✓ Physician visits through Cigna have **decreased 37%** since the Health Center opened.

Health Center Utilization



Number of prescriptions dispensed from 9/2014 to 6/30/2017

Plan Utilization



- ✓ Pharmacy utilization through the medical plan has **decreased 17.2%** since the Health Center opened.

Return on Investment

Item	EHC Utilization	Average Cigna Cost	Cost Avoidance	Total EHC Cost	Return On Investment
Office Visits	6,118	$133 per visit	**$813,694**		
Pharmacy	9,970	$118 per script	**$1,198,693**		
Subtotal			**$2,012,387**	**$963,802**	**2.08:1**
Employee Savings	6,118 @ $25 9,970 @ $15		$302,500		
Total Savings			**$2,314,887**		

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	17-325	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	7/19/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Presentation to Councilwoman Blanco of her Certificate of Completion for the 2017 Institute of Elected Municipal Officials held June 2-4, 2017 in Tampa, Florida. (Mayor Parrish)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07_18_17 Certificate and letter of completion.pdf				

Date	Ver.	Action By	Action	Result

powered by Legistar™

Institute
for Elected
Municipal
Officials

Certificate of Completion

June 2-4, 2017 • Tampa, Florida

Awarded to

Councilwoman Jeri Blanco

City of Cocoa

Sponsored by

Executive Director
Florida League of Cities

Executive Director
Florida Institute of Government

July 11, 2017

Carie Shealy
Clerk, City of Cocoa
65 Stone Street
Cocoa, FL 32922

Dear Carie Shealy:

Enclosed is one or more Certificate(s) of Completion to be awarded to the elected officials of the City of Cocoa for a completion of the 2017 Institute for Elected Municipal Officials (IEMO) held June 2 – 4, 2017 in Tampa, Florida.

We ask that the certificate(s) be presented as an agenda item for your next council meeting and be formally recorded in the minutes. We believe the importance of completing the Institute for Elected Municipal Officials training should be known to key officials and your community.

Thank you so much for your cooperation on this. If you have any questions, please do not hesitate to call me at (407) 367-4024.

Sincerely,

Shwanda T. Barnette
FLC University
Florida League of Cities

Enclosure

July 11, 2017

Councilwoman Jeri Blanco
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Honorable Councilwoman Blanco,

On behalf of the John Scott Dailey Florida Institute of Government and the Florida League of Cities, I am pleased to award this certificate to you for the completion of eighteen hours of instruction at the Institute for Elected Municipal Officials in Tampa, Florida on June 2 - 4, 2017.

It is our sincere hope that you found the program challenging and worthwhile. Now that you have taken the basic IEMO, we encourage you to attend the Advanced Institute offered, annually. We also encourage you take advantage of other training opportunities through FLC University and the Institute of Government. You can find dates and locations at www.floridaleagueofcities.com/university and www.iog.fsu.edu.

We strongly believe that your attendance at the Institute is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us. We hope to see you at future FLC and IOG events, very soon!

Sincerely,

Lynn S. Tipton

Lynn S. Tipton
Director, FLC University
Florida League of Cities

Enclosure

Legislation Details (With Text)

File #:	17-340	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	7/28/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Public Works Strategic Plan Presentation- UCF Graduate Students				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	17-255	**Version:**	2	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	6/1/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Approve the vendor selections for award of RFP# P-17-09-COC (Information Technology Equipment) for Network Equipment, Server Equipment, Storage, Wireless Networking, Network/Data Center Accessories, Memory, Desktop Computers, Laptop Computers, Tablet Computers, Thin/Zero Clients, Monitors/Televisions/Projectors, Audio/Visual Equipment, and Telecom/VoIP. Authorize the City Manager to execute purchasing contracts with selected vendors in response to Request for Proposals RFP# P-17-09-COC (Information Technology Equipment). (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	P-17-09-COC Final MEMO P-17-09-COC Tabulation Sheet RFP-17-09-COC IT Equipment Committee Matrices Cost_Schedule_Submissions_by_vendor IT Equipment Master Contract (002)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 31, 2017
Agenda Date: July 25, 2017
Prepared By: Robert Beach, Chief Technology Officer
Through: Matthew Fuhrer, Assistant City Manager
Requested Action:
Approve the vendor selections for award of RFP# P-17-09-COC (Information Technology Equipment) for Network Equipment, Server Equipment, Storage, Wireless Networking, Network/Data Center Accessories, Memory, Desktop Computers, Laptop Computers, Tablet Computers, Thin/Zero Clients, Monitors/Televisions/Projectors, Audio/Visual Equipment, and Telecom/VoIP. Authorize the City Manager to execute purchasing contracts with selected vendors in response to Request for Proposals RFP# P-17-09-COC (Information Technology Equipment).

BACKGROUND:

Currently, the City piggybacks off competitively bid agreements of other municipalities that may or may not have terms favorable to the needs of the City of Cocoa. The Information Technology Division staff has prepared a Requests for Proposals for various areas of anticipated future Information Technology equipment. The selection of qualified vendors is based on their overall ability to source and deliver the equipment requested in the RFP and the minimum discount level provided to the City of Cocoa by the vendor. The RFP Review Committee, consisting of three members from the

Information Technology Division, scored submittals in a standardized process. The top-ranked vendors in each category are recommended for award.

Submittals for Information Technology Equipment in response to Request for Proposals RFP# P-17-09-COC were received. The Committee ranked written submittals and made selections for award. Rankings are attached to the agenda. Staff requests Council approval of the top vendors chosen in each category for RFP# P-17-09-COC.

Network Equipment
- CDW-G - New
- CXTec - Refurbished
- Empire Computing & Consulting - New & Refurbished
- LST - New & Refurbished
- Morse Communications - New

Server Equipment
- CDW-G - New
- Empire Computing & Consulting - New
- LST - New & Refurbished
- Morse Communications - New
- UDT - New

Storage
- CDW-G - New
- Empire Computing & Consulting - New
- LST - New & Refurbished
- Morse Communications - New

Wireless Networking
- CDW-G - New
- CXTec - Refurbished
- Empire Computing & Consulting - New
- LST - New & Refurbished
- Morse Communications - New
- UDT - New

Network/Data Center Accessories
- CDW-G - New
- Electric Picture Display Systems - New
- Graybar - New
- LST - New & Refurbished
- Morse Communications - New

Memory
- CDW-G - New
- LST - New & Refurbished

Desktop Computers
- CDW-G - New
- LST - New & Refurbished
- Morse Communications - New
- UDT - New

Laptop Computers
- CDW-G - New
- LST - New & Refurbished
- Morse Communications - New
- UDT - New

Tablet Computers
- CDW-G - New
- LST - New & Refurbished
- UDT - New

Thin/Zero Clients
- CDW-G - New
- LST - New & Refurbished
- Morse Communications - New
- UDT - New

Monitors/Televisions/Projectors
- CDW-G - New
- Electric Picture Display Systems - New
- LST - New & Refurbished
- UDT - New

Audio/Visual Equipment
- CDW-G - New
- Electric Picture Display Systems - New
- Graybar - New
- LST - New & Refurbished
- MC2 - New

Telecom/VoIP
- CDW-G - New
- Electric Picture Display Systems - New
- Empire Computing & Consulting - New
- Graybar - New
- LST - New & Refurbished
- Morse Communications - New

- UDT - New

Staff requests Council approval to authorize the City Manager to execute purchasing contracts with the vendors listed above. The contracts will be for three (3) years with two (2), one (1) year renewal options. There is no budgetary impact at this time. Purchase Orders for planned and budgeted projects will proceed once the City Manager has executed the contracts. Future Purchase Orders with costs that exceed the City Manager's signing authority will be presented for council action.

STRATEGIC PLAN CONNECTION:

Purchasing contracts with qualified vendors to provide Information Technology Equipment will reduce time needed to begin and complete future technology related projects. These projects will improve the city's effectiveness and responsiveness to its residents and business partners. The discounts provided will allow the city to control long term costs consistent with the fiscal sustainability strategic issue.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve the vendor selections for award of RFP# P-17-09-COC (Information Technology Equipment) for Network Equipment, Server Equipment, Storage, Wireless Networking, Network/Data Center Accessories, Memory, Desktop Computers, Laptop Computers, Tablet Computers, Thin/Zero Clients, Monitors/Televisions/Projectors, Audio/Visual Equipment, and Telecom/VoIP. Authorize the City Manager to execute purchasing contracts with selected vendors in response to Request for Proposals RFP# P-17-09-COC (Information Technology Equipment).

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

T□□ Robert Beach, Chie□Technology O□□icer□Pro□ect Manager

Fr□□ □ Son□a Suare□, Purchasing Manager

D□□□□ 5□23□17

R□□ **Bid #P-17-09-COC, Information Technology Equipment**

Proposals □or the sub□ect o□□ering were opened on May 4, 2017 at 4:00 p.□. Purchasing sent out eight hundred □orty-six (846) invitations and noti□ications to bid□propose and received ten (10) responses □ro□ □orty-six (46) plan holders.

A publically noticed Selection Co□□□ittee □eeting occurred on May 15, 2017 at 1:00 p.□.

I have enclosed copies o□all proposals □or your review and reco□□endation. Any correspondence related to this sub□ect, should be □orwarded to □y attention □or retention in the purchasing □iles.

A□ter reviewing the enclosed proposals please □ollow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select reco□□endation □or award.
- ➔ Veri□y Insurance Re□uire□ents can be □et.
- ➔ Obtain copies o□all necessary licenses.
- ➔ Prepare agenda ite□ and prepare contract i□necessary □or Council Approval.
- ➔ Prepare re□uisition and attach the □ollowing ite□s:
    - Copy of Approved City Clerk's Journal
    - All speci□ications □or the awarded proposal
    - Copy o□General Liability Insurance, with the City o□Cocoa na□ed as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

CITY OF COCOA

PROPOSAL SUBMISSION SHEET

DUE DATE: Thursday, May 04, 2017

BID NUMBER: P-17-09-COC IT Equipment

□ENDOR	one (1) Original, six (6) copies & one (1) electronic	Title Page SIGNED	Cover Letter	Table of Contents	Executive Summary (<or=5 pgs)	General Info (<or=2 pgs)	Summary of qualifications (<or=20 pgs)	Resumes & Attachments	Section VI. References (3)	Cost Schedule	Addenda & COI	Section VII. Affidafit of Other Mandatory	Scrutinized Company Certification	Certification Debarment, Suspension SIGNED
Empire Computing & Consulting Inc. 120 N. Fredrick Ave. Daytona Beach, FL 32114	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Morse Communications 395 East Drive Melbourne, FL 32904	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
3TS Consulting 13194 U.S. Hwy 301 S., ste 316 Riverview, FL 33578	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
LST 509 7th Ave. N. Jacksonville Beach, FL 32250	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Graybar Electric 6952 Sonny Dale dr. Melbourne, FL 32904	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y
UDT 8825 NW 21 Terrace Miami, FL 33172	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y
CDW Government, LLC. 230 N. Milwalkee Ave Vernon Hills, IL 60061	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
MC2 Inc. 2290 West Airport Blvd Sanford, FL 32771	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y/N	Y	Y	Y
Electric Picture Display Systems 6425 Anderson Way Melbourne, FL 32940	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N/Y	Y	Y	Y
CXTEC 5404 South Bay Rd. Syracuse, NY 13212	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N/Y	Y	Y	Y

BID NUMBER: P-17-09-COC IT EQUIPMENT

Sonja

	Empire Computing & Consulting		Morse Communi-cations		3TS Consulting		LST		Grabar Electric		UDT		CDW-G		MC2		Electric Picture Display Systems		CXTec	
Category	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb
Network Equipment	X	X	X				X	X					X							X
Server Equipment	X		X				X	X			X		X							
Storage	X		X				X	X					X							
Wireless Networking	X		X				X	X			X		X							X
Network/Data Center Accessories			X				X	X	X				X				X			
Memory							X	X					X							
Desktop Computers			X				X	X			X		X							
Laptop Computers			X				X	X			X		X							
Tablet Computers							X	X			X		X							
Thin/Zero Clients			X				X	X			X		X							
Monitors/Televisions/Projectors							X	X			X		X				X			
Audio/Visual Equipment							X	X	X				X		X		X			
Telecom/VoIP	X		X				X	X	X		X		X				X			

Notes/Comments: X= Recommended

BID NUMBER: P-17-09-COC IT EQUIPMENT

	Empire Computing & Consulting		Morse Communi-cations		3TS Consulting		LST		Grabar Electric		UDT		CDW-G		MC2		Electric Picture Display Systems		CXTec	
Category	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb
Network Equipment	X	X	X		X		X	X	X		X		X				X			X
Server Equipment	X		X		X		X	X			X		X							
Storage	X		X		X		X	X			X		X							
Wireless Networking	X		X		X		X	X			X		X							X
Network/Data Center Accessories			X		X		X	X	X				X				X			
Memory					X		X	X					X							
Desktop Computers			X		X		X	X			X		X							
Laptop Computers			X		X		X	X			X		X							
Tablet Computers					X		X	X			X		X							
Thin/Zero Clients			X		X		X	X			X		X							
Monitors/Televisions/Projectors					X		X	X			X		X				X			
Audio/Visual Equipment					X		X	X	X				X		X		X			
Telecom/VoIP	X		X		X		X	X	X		X		X				X			X

Notes/Comments: _____

ROB BEACH

BID NUMBER: P-17-09-COC IT EQUIPMENT

	Empire Computing & Consulting		Morse Communi-cations		3TS Consulting		LST		Grabar Electric		UDT		CDW-G		MC2		Electric Picture Display Systems		CXTec	
Category	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb
Network Equipment	X	X	X		X		X	X	X		X		X				X			X
Server Equipment	X		X		X		X	X			X		X							
Storage	X		X		X		X	X			X		X							
Wireless Networking	X		X		X		X	X			X		X							X
Network/Data Center Accessories			X		X		X	X	X				X				X			
Memory					X		X	X					X							
Desktop Computers			X		X		X	X			X		X							
Laptop Computers			X		X		X	X			X		X							
Tablet Computers					X		X	X			X		X							
Thin/Zero Clients			X		X		X	X			X		X							
Monitors/Televisions/Projectors					X		X	X			X		X				X			
Audio/Visual Equipment					X		X	X	X				X		X		X			
Telecom/VoIP	X		X		X		X	X	X		X		X				X			X

Notes/Comments: 3TS - SUBMITTAL MORE DIRECTED TO PROVIDING SERVICES THAN EQUIPMENT

UDT - LIMITED OFFERING IN CATEGORIES. 3% DISCOUNT BID

CDW-G - BID NJPA CONTRACT PRICING FOR ALL CATEGORIES AS MINIMUM DISCOUNT

MC2 - 10% ON AXIS ONLY

mitchell lawyer 5/15/17

BID NUMBER: P-17-09-COC IT EQUIPMENT

	Empire Computing & Consulting		Morse Communi-cations		3TS Consulting		LST		Grabar Electric		UDT		CDW-G		MC2		Electric Picture Display Systems		CXTec	
Category	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb	New	Refurb
Network Equipment	X	X	X		X		X	X	X		X		X				X			X
Server Equipment	X		X		X		X	X			X		X							
Storage	X		X		X		X	X			X		X							
Wireless Networking	X		X		X		X	X			X		X							X
Network/Data Center Accessories			X		X		X	X	X				X				X			
Memory					X		X	X					X							
Desktop Computers			X		X		X	X			X		X							
Laptop Computers			X		X		X	X			X		X							
Tablet Computers					X		X	X			X		X							
Thin/Zero Clients			X		X		X	X			X		X							
Monitors/Televisions/Projectors					X		X	X			X		X				X			
Audio/Visual Equipment					X		X	X	X				X		X		X			
Telecom/VoIP	X		X		X		X	X	X		X		X				X			X

Notes/Comments: 3TS disqualified due to lack of relevant references. - more of a support & services proposal than equipment.

EMPIRE

Cost Schedule - Information Technology Equipment

Category	Minimum % Discount off ~~MSRP~~ or List Price (specify)	
1 - Network Equipment	**New**	**Refurb**
Brocade	%	%
Cisco *	41 %	35* %
Transition Networks *	20-35 %	%
2 - Server Equipment		
HP	35 %	%
Cisco	55 %	%
Dell	%	%
IBM	%	%
3 - Storage		
IBM	%	%
Barracuda	18 %	%
EMC	%	%
Fujitsu	%	%
HP	%	%
Nimble	%	%
4 - Wireless Networking		
Cisco	41 %	%
Radwin	20 %	%
Ubiquiti Networks	1 %	%
5 - Network/Data Center Accessories		
APC/Schneider	%	%
Avocent	%	%
Belkin	%	%
Berk-Tek	%	%
Dymo	%	%
Eaton	%	%
Emcor	%	%
Leviton	%	%
Middle Atlantic	%	%
NetScout/Fluke	%	%
Siemans	%	%
Snake Tray	%	%
Softing	%	%
Startech	%	%
Tripp Lite	%	%
6 - Memory		
Corsair	%	%
Crucial	%	%
Kingston	%	%
Samsung	%	%
7 - Desktop Computers		
Apple	%	%
Dell	%	%
HP	%	%
Lenovo	%	%

Category	Minimum % Discount off MSRP or List Price (specify)	
8 - Laptop Computers	**New**	**Refurb**
Apple	%	%
Asus	%	%
Dell	%	%
HP	%	%
Lenovo	%	%
Panasonic	%	%
9 - Tablet Computers		
Apple	%	%
Asus	%	%
Getac	%	%
Panasonic	%	%
10 - Thin/Zero Clients		
10Zig	%	%
Advantech	%	%
Cisco	%	%
Clearcube	%	%
Dell	%	%
Fujitsu	%	%
HP	%	%
LG	%	%
Samsung	%	%
Wyse	%	%
11 - Monitors/Televisions/Projectors		
Acer	%	%
Asus	%	%
Dell	%	%
Epson	%	%
LG	%	%
Mitsubishi	%	%
NEC	%	%
Samsung	%	%
Sony	%	%
Toshiba	%	%
Viewsonic	%	%
Vizio	%	%
12 - Audio/Visual Equipment		
Axis	%	%
Shure	%	%
13 - Telecom/VoIP		
Jabra	%	%
Mitel	%	%
Plantronics	30 %	%
Sennheiser	%	%

NOTES:

- Participant may quote a discount for each category or each item.
- Participant may optionally exclude quoting a discount for any or item by entering "No Bid".

MORSE

INFORMATION TECHNOLOGY EQUIPMENT RFP # P-17-09-COC

Cost Schedule-Information Technology Equipment

Category	Minimum% off MSRP
1 - Network Equipment	
Brocade	40+%
Cisco	40+%
Transition Networks	No Bid
2 - Server Equipment	
HP	25- 45%
Cisco	40+%
Dell	10%
IBM	10%
3 - Storage	
IBM	No Bid
Barracuda	25+%
EMC	No Bid
Fujitsu	30%
HP	25%
Nimble	40%
4 -Wireless Networking	
Cisco	40+%
Radwin	No Bid
Ubiquiti Networks	No Bid
5 - Network/Data Center Accessories	
APC/Schneider	5%
Avocent	5%
Belkin	5%
Berk-Tek	5%
Dymo	5%
Eaton	5%
Emcor	5%
Leviton	5%
Middle Atlantic	5%
NetScout/Fluke	5%
Siemans	5%
Snake Tray	5%
Startech	5%
Tripp Lite	5%
6-Memory	
Corsair	No Bid
Crucial	No Bid
Kingston	No Bid
Samsung	No Bid
7 - Desktop Computers	
Apple	No Bid
Dell	15%
HP	15%
Lenovo	15%

Category	Minimum%
8 - Laptop Computers	
Apple	No Bid
Asus	15%
Dell	15%
HP	15%
Lenovo	15%
Panasonic	15%
9 - Tablet Computers	
Apple	No Bid
Asus	No Bid
Getac	No Bid
Panasonic	No Bid
10 - Thin/Zero Clients	
10 Zig	30%
Advantech	30%
Cisco	30%
Clearcube	30%
Dell	30%
Fujitsu	30%
HP	30%
LG	30%
Samsung	30%
Wyse	30%
11 - Monitors/Televisions/Projectors	
Acer	No Bid
Asus	No Bid
Dell	No Bid
Epson	No Bid
LG	No Bid
Mitsubishi	No Bid
NEC	No Bid
Samsung	No Bid
Sony	No Bid
Toshiba	No Bid
Viewsonic	No Bid
Vizio	No Bid
12 - Audio/Visual Equipment	
Axis	No Bid
Shure	No Bid
13 - Telecom/VoIP	
Jabra	30%
Mitel	38%
Plantronics	25%
Sennheiser	25%

NOTES:

Participant may quote a discount for each category or each item.

Participant may optionally exclude quoting a discount for any section or item by entering "No Bid".

*Please note the below indicated 10% is a Catalog Discount and not MSRP/List. CXTec *

Cost Schedule - Information Technology Equipment

Category	~~Minimum % Discount off MSRP or List Price (specify)~~ * New	Refurb
1 - Network Equipment		
Brocade	No Bid %	No Bid %
Cisco	No Bid %	10 %
Transition Networks	No Bid %	No Bid %
2 - Server Equipment		
HP	No Bid %	No Bid %
Cisco	No Bid %	No Bid %
Dell	No Bid %	No Bid %
IBM	No Bid %	No Bid %
3 - Storage		
IBM	No Bid %	No Bid %
Barracuda	No Bid %	No Bid %
EMC	No Bid %	No Bid %
Fujitsu	No Bid %	No Bid %
HP	No Bid %	No Bid %
Nimble	No Bid %	No Bid %
4 - Wireless Networking		
Cisco	No Bid %	10 %
Radwin	No Bid %	No Bid %
Ubiquiti Networks	No Bid %	No Bid %
5 - Network/Data Center Accessories		
APC/Schneider	No Bid %	No Bid %
Avocent	No Bid %	No Bid %
Belkin	No Bid %	No Bid %
Berk-Tek	No Bid %	No Bid %
Dymo	No Bid %	No Bid %
Eaton	No Bid %	No Bid %
Emcor	No Bid %	No Bid %
Leviton	No Bid %	No Bid %
Middle Atlantic	No Bid %	No Bid %
NetScout/Fluke	No Bid %	No Bid %
Siemans	No Bid %	No Bid %
Snake Tray	No Bid %	No Bid %
Softing	No Bid %	No Bid %
Startech	No Bid %	No Bid %
Tripp Lite	No Bid %	No Bid %
6 - Memory		
Corsair	No Bid %	No Bid %
Crucial	No Bid %	No Bid %
Kingston	No Bid %	No Bid %
Samsung	No Bid %	No Bid %
7 - Desktop Computers		
Apple	No Bid %	No Bid %
Dell	No Bid %	No Bid %
HP	No Bid %	No Bid %
Lenovo	No Bid %	No Bid %

Category	~~Minimum % Discount off MSRP or List Price (specify)~~ * New	Refurb
8 - Laptop Computers		
Apple	No Bid %	No Bid %
Asus	No Bid %	No Bid %
Dell	No Bid %	No Bid %
HP	No Bid %	No Bid %
Lenovo	No Bid %	No Bid %
Panasonic	No Bid %	No Bid %
9 - Tablet Computers		
Apple	No Bid %	No Bid %
Asus	No Bid %	No Bid %
Getac	No Bid %	No Bid %
Panasonic	No Bid %	No Bid %
10 - Thin/Zero Clients		
10Zig	No Bid %	No Bid %
Advantech	No Bid %	No Bid %
Cisco	No Bid %	No Bid %
Clearcube	No Bid %	No Bid %
Dell	No Bid %	No Bid %
Fujitsu	No Bid %	No Bid %
HP	No Bid %	No Bid %
LG	No Bid %	No Bid %
Samsung	No Bid %	No Bid %
Wyse	No Bid %	No Bid %
11 - Monitors/Televisions/Projectors		
Acer	No Bid %	No Bid %
Asus	No Bid %	No Bid %
Dell	No Bid %	No Bid %
Epson	No Bid %	No Bid %
LG	No Bid %	No Bid %
Mitsubishi	No Bid %	No Bid %
NEC	No Bid %	No Bid %
Samsung	No Bid %	No Bid %
Sony	No Bid %	No Bid %
Toshiba	No Bid %	No Bid %
Viewsonic	No Bid %	No Bid %
Vizio	No Bid %	No Bid %
12 - Audio/Visual Equipment		
Axis	No Bid %	No Bid %
Shure	No Bid %	No Bid %
13 - Telecom/VoIP		
Jabra	No Bid %	No Bid %
Mitel	No Bid %	10 %
Plantronics	No Bid %	No Bid %
Sennheiser	No Bid %	No Bid %

NOTES:

- Participant may quote a discount for each category or each item.
- Participant may optionally exclude quoting a discount for any or item by entering "No Bid".

GRAYBAR

Cost Schedule - Information Technology Equipment

*** ALL DISCOUNTS LISTED BELOW OFF OF DISTRIBUTOR LIST***

Category	Minimum % Discount off MSRP or List Price (specify)	
1 - Network Equipment	**New**	**Refurb**
Brocade	NO BID	NO BID
Cisco	NO BID	NO BID
Transition Networks	16%	N/A
2 - Server Equipment		
HP	NO BID	NO BID
Cisco	NO BID	NO BID
Dell	NO BID	NO BID
IBM	NO BID	NO BID
3 - Storage		
IBM	NO BID	NO BID
Barracuda	NO BID	NO BID
EMC	NO BID	NO BID
Fujitsu	NO BID	NO BID
HP	NO BID	NO BID
Nimble	NO BID	NO BID
4 - Wireless Networking		
Cisco	NO BID	NO BID
Radwin	NO BID	NO BID
Ubiquiti Networks	NO BID	NO BID
5 - Network/Data Center		
APC/Schneider	SEE BELOW	N/A
Avocent	2%	N/A
Belkin	1%	N/A
Berk-Tek	SEE BELOW	N/A
Dymo	35%	N/A
Eaton	SEE BELOW	N/A
Emcor	5%	N/A
Leviton	SEE BELOW	N/A
Middle Atlantic	4%	N/A
NetScout/Fluke	0%	N/A
Siemans	1%	N/A
Snake Tray	SEE BELOW	N/A
Softing	10%	N/A
Startech	NO BID	NO BID
Tripp Lite	SEE BELOW	N/A
6 - Memory		
Corsair	NO BID	NO BID
Crucial	NO BID	NO BID
Kingston	NO BID	NO BID
Samsung	NO BID	NO BID

Category	Minimum % Discount off MSRP or List Price (specify)	
8 - Laptop Computers	**New**	**Refurb**
Apple	NO BID	NO BID
Asus	NO BID	NO BID
Dell	NO BID	NO BID
HP	NO BID	NO BID
Lenovo	NO BID	NO BID
Panasonic	NO BID	NO BID
9 - Tablet Computers		
Apple	NO BID	NO BID
Asus	NO BID	NO BID
Getac	NO BID	NO BID
Panasonic	NO BID	NO BID
10 - Thin/Zero Clients		
10Zig	NO BID	NO BID
Advantech	NO BID	NO BID
Cisco	NO BID	NO BID
Clearcube	NO BID	NO BID
Dell	NO BID	NO BID
Fujitsu	NO BID	NO BID
HP	NO BID	NO BID
LG	NO BID	NO BID
Samsung	NO BID	NO BID
Wyse	NO BID	NO BID
11 -		
Acer	NO BID	NO BID
Asus	NO BID	NO BID
Dell	NO BID	NO BID
Epson	NO BID	NO BID
LG	NO BID	NO BID
Mitsubishi	NO BID	NO BID
NEC	NO BID	NO BID
Samsung	NO BID	NO BID
Sony	NO BID	NO BID
Toshiba	NO BID	NO BID
Viewsonic	NO BID	NO BID
Vizio	NO BID	NO BID
12 - Audio/Visual Equipment		
Axis	NO BID	NO BID
Shure	3%	N/A
13 - Telecom/VoIP		
Jabra	29%	N/A

7 - Desktop Computers			Mitel	No Bid	No Bid
Apple	NO BID	NO BID	Plantronics	SEE BELOW	N/A
Dell	NO BID	NO BID	Sennheiser	NO BID	NO BID
HP	NO BID	NO BID			
Lenovo	NO BID	NO BID			

NOTES:

- Participant may quote a discount for each category or each item.
- Participant may optionally exclude quoting a discount for any or item by entering "No Bid".

DISCOUNTS NOTED AS SEE BELOW:

APC/SCHNEIDER	STANDARD PRODUCTS	25% OFF DISTRIBUTOR LIST
APC/SCHNEIDER	ENGINEERED PRODUCTS	0% OFF DISTRIBUTOR LIST
APC/SCHNEIDER	ALL OTHER	5% OFF DISTRIBUTOR LIST
BERK-TEK	STANDARD CABLING& FIBER PRODUCTS	34% OFF DISTRIBUTOR LIST
BERK-TEK	PATCH CORDS	25% OFF DISTRIBUTOR LIST
BERK-TEK	CAT5E 4PR ONLY & CAT 6P PLENUM	40% OFF DISTRIBUTOR LIST
BERK-TEK	ALL OTHER BERK-TEK PRODUCTS	5% OFF DISTRIBUTOR LIST
EATON	COMMUNICATION PRODUCTS	24% OFF DISTRIBUTOR LIST
EATON	OTHER EATON CORP COMPANIES & PRODUCTS	5% OFF DISTRIBUTOR LIST
LEVITON	ELECTRICAL WALLPLATES	55% OFF DISTRIBUTOR LIST
LEVITON	OTHER STANDARD ELECTRICAL PRODUCTS	23% OFF DISTRIBUTOR LIST
LEVITON	RESIDENTIAL & COMMERCIAL WIRING DEVICES	47% OFF DISTRIBUTOR LIST
LEVITON	CABLE MGT, COPPER & FIBER SYST, RESI SOLUTIONS, COMM PLATES & HOUSING	36% OFF DISTRIBUTOR LIST
LEVITON	OTHER COMMUNICATION PRODUCTS	5% OFF DISTRIBUTOR LIST
LEVITON	CONNECTORS & STANDARD COMMUNICATIONS PRODUCTS	36% OFF DISTRIBUTOR LIST
SNAKE TRAY	STANDARD PRODUCTS	35% OFF DISTRIBUTOR LIST
SNAKE TRAY	ALL OTHER	5% OFF DISTRIBUTOR LIST
TRIPP LITE	STANDARD COMMUNICATIONS PRODUCTS	32% OFF DISTRIBUTOR LIST
TRIPP LITE	MISC ACCESSORIES	23% OFF DISTRIBUTOR LIST
TRIPP LITE	ALL OTHER	5% OFF DISTRIBUTOR LIST
PLANTRONICS	STANDARD PRODUCTS	39% OFF DISTRIBUTOR LIST
PLANTRONICS	SPARES, ACCESSORIES & LUCENT LOGO	45% OFF DISTRIBUTOR LIST
PLANTRONICS	MOBILE HDSTS	48% OFF DISTRIBUTOR LIST
PLANTRONICS	ALL OTHER	5% OFF DISTRIBUTOR LIST

UDT

Cost Schedule - Information Technology Equipment

Category	Minimum % Discount off MSRP or List Price (specify)	
1 - Network Equipment	**New**	**Refurb**
Brocade	3%	%
Cisco	3%	%
Transition Networks	%	%
2 - Server Equipment		
HP	3%	%
Cisco	3%	%
Dell	3%	%
IBM	%	%
3 - Storage		
IBM	%	%
Barracuda	%	%
EMC	3%	%
Fujitsu	%	%
HP	3%	%
Nimble	3%	%
4 - Wireless Networking		
Cisco	3%	%
Radwin	%	%
Ubiquiti Networks	%	%
5 - Network/Data Center Accessories		
APC/Schneider	%	%
Avocent	%	%
Belkin	%	%
Berk-Tek	%	%
Dymo	%	%
Eaton	%	%
Emcor	%	%
Leviton	%	%
Middle Atlantic	%	%
NetScout/Fluke	%	%
Siemans	%	%
Snake Tray	%	%
Softing	%	%
Startech	%	%
Tripp Lite	%	%
6 - Memory		
Corsair	%	%
Crucial	%	%
Kingston	%	%
Samsung	%	%
7 - Desktop Computers		
Apple	%	%
Dell	3%	%
HP	3%	%
Lenovo	3%	%

Category	Minimum % Discount off MSRP or List Price (specify)	
8 - Laptop Computers	**New**	**Refurb**
Apple	%	%
Asus	%	%
Dell	3%	%
HP	3%	%
Lenovo	3%	%
Panasonic	3%	%
9 - Tablet Computers		
Apple	%	%
Asus	%	%
Getac	%	%
Panasonic	3%	%
10 - Thin/Zero Clients		
10Zig	%	%
Advantech	%	%
Cisco	3%	%
Clearcube	%	%
Dell	3%	%
Fujitsu	3%	%
HP	3%	%
LG	%	%
Samsung	%	%
Wyse	%	%
11 - Monitors/Televisions/Projectors		
Acer	%	%
Asus	%	%
Dell	3%	%
Epson	%	%
LG	3%	%
Mitsubishi	%	%
NEC	%	%
Samsung	%	%
Sony	%	%
Toshiba	%	%
Viewsonic	%	%
Vizio	%	%
12 - Audio/Visual Equipment		
Axis	%	%
Shure	%	%
13 - Telecom/VoIP		
Jabra	3%	%
Mitel	%	%
Plantronics	%	%
Sennheiser	%	%

NOTES:

- Participant may quote a discount for each category or each item.
- Participant may optionally exclude quoting a discount for any or item by entering "No Bid".

*Please see the following page for CDW•G's proposed cost schedule using NJPA, which is a discount off of CDW•G advertised price.

Cost Schedule - Information Technology Equipment

Category	Minimum % Discount off MSRP or List Price (specify)	
1 - Network Equipment	**New**	**Refurb**
Brocade	* %	%
Cisco	* %	%
Transition Networks	* %	%
2 - Server Equipment		
HP	* %	%
Cisco	* %	%
Dell	* %	%
IBM	* %	%
3 - Storage		
IBM	* %	%
Barracuda	* %	%
EMC	* %	%
Fujitsu	* %	%
HP	* %	%
Nimble	* %	%
4 - Wireless Networking		
Cisco	* %	%
Radwin	* %	%
Ubiquiti Networks	* %	%
5 - Network/Data Center Accessories		
APC/Schneider	* %	%
Avocent	* %	%
Belkin	* %	%
Berk-Tek	* %	%
Dymo	* %	%
Eaton	* %	%
Emcor	* %	%
Leviton	* %	%
Middle Atlantic	* %	%
NetScout/Fluke	* %	%
Siemans	* %	%
Snake Tray	* %	%
Softing	* %	%
Startech	* %	%
Tripp Lite	* %	%
6 - Memory		
Corsair	* %	%
Crucial	* %	%
Kingston	* %	%
Samsung	* %	%
7 - Desktop Computers		
Apple	* %	%
Dell	* %	%
HP	* %	%
Lenovo	* %	%

Category	Minimum % Discount off MSRP or List Price (specify)	
8 - Laptop Computers	**New**	**Refurb**
Apple	* %	%
Asus	* %	%
Dell	* %	%
HP	* %	%
Lenovo	* %	%
Panasonic	* %	%
9 - Tablet Computers		
Apple	* %	%
Asus	* %	%
Getac	* %	%
Panasonic	* %	%
10 - Thin/Zero Clients		
10Zig	* %	%
Advantech	* %	%
Cisco	* %	%
Clearcube	* %	%
Dell	* %	%
Fujitsu	* %	%
HP	* %	%
LG	* %	%
Samsung	* %	%
Wyse	* %	%
11 - Monitors/Televisions/Projectors		
Acer	* %	%
Asus	* %	%
Dell	* %	%
Epson	* %	%
LG	* %	%
Mitsubishi	* %	%
NEC	* %	%
Samsung	* %	%
Sony	* %	%
Toshiba	* %	%
Viewsonic	* %	%
Vizio	* %	%
12 - Audio/Visual Equipment		
Axis	* %	%
Shure	* %	%
13 - Telecom/VoIP		
Jabra	* %	%
Mitel	* %	%
Plantronics	* %	%
Sennheiser	* %	%

*Please see the following page for CDW•G's proposed cost schedule using NJPA, which is a discount off of CDW•G advertised price.

NOTES:

- Participant may quote a discount for each category or each item.
- Participant may optionally exclude quoting a discount for any or item by entering "No Bid".

Cost Schedule

Per Addendum #2, in order to give the City of Cocoa our "best value" price, CDW•G is proposing a Cost Schedule using NJPA, which is a discount off of CDW•G advertised price.

https://www.cdwg.com/

Please find the discounts we can offer the City below.

Additional information on this Cost Schedule can be provided to the City upon request.

NJPA 100614#CDW Pricing

Category Code	Category Description	Discount off CDWG Advertised / List
A	Accessories	7.00%
A / HE	Headphones & Speakers	5.25%
A / IA	iPod/MP3 Accessories	5.25%
A / CT	Calculators	5.00%
A / CL	Cleaning Supplies	5.00%
A / OF	Office Products	5.00%
A / SD	Paper Shredders	5.00%
A / TW	Typewriters/Word Processors	5.00%

B	Power, Cooling & Racks	3.25%
C	Desktop Computers	3.00%
D	Data Storage/Drives	4.00%
D / DI	Media	8.00%
D / DR	Hard Drives	3.75%
E	Enterprise Storage	5.00%
F	Point of Sale/Data Capture	4.00%
H	Servers	3.50%
J	Services (CDW Delivered)	0.00%
L	Notebook/Mobile Devices	4.25%
L / LA	Notebook stands, docking stations	4.00%
L / NB / COM	Netbooks	0.00%
L / NB / CBK	Chromebooks	0.00%
L / NB	Other Notebooks	1.00%
L / PD	GPS / PDA	8.00%
L / PR	Wireless Communication Devices	4.50%

L / RD	Covertible/Slate PCs/iPads	4.00%
N	NetComm Products	6.00%
O	Medical Carts/Office Equipment	5.00%
O / FU	Furniture	1.00%
P / 3D	3-D Phototype Printers	4.00%
P / CM	Copy Machines	3.50%
P / DN	Document Scanners	3.50%
P / DP	Dot Matrix Printers	3.50%
P / FX	Fax Machines	3.25%
P / LP	Single Function Printers	3.50%
P / PA	Printer Accessories	3.50%
P / PF	Multifunction Printers	3.25%
P / PL	Plotters	3.25%
P / PU	Printer Supplies	5.00%
Q	Services (3rd Party Delivered)	5.00%
Q / WA	Warranties	7.00%
S	Software	5.25%

S / NU / GCH	Google Chrome Management	0.00%
T	Telephony	10.00%
U	Memory/System Components	11.00%
V	Video-Projection-Pro Audio	7.00%
V / JA	Projector Accessories	8.50%
V / LT	Televisions	8.00%
V / MH	Video/Monitor Mounts & Stands	7.50%
V / OH	Projectors	7.25%
V / PZ	Large Format Displays	3.00%
V / VL	LCD Displays	3.00%
V / VI	Video/Monitor Accessories	9.00%
V / VP	Doc Camera/Vis Presenters	7.50%
V / VT	Touchscreen Displays	7.50%
W	Cables	13.00%
X	Books/DVD Movies	7.00%
Z / BN	Bundle Items	0.00%
Z / SV	Service Parts	0.00%

ELECTRIC PICTURE

Cost Schedule - Information Technology Equipment

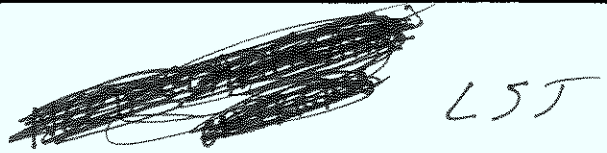
Category	Minimum % Discount off MSRP or List Price (specify)	
1 - Network Equipment	**New**	**Refurb**
Brocade	*15 %	No Bid %
Cisco	No Bid%	No Bid%
Transition Networks	No Bid %	No Bid %
2 - Server Equipment		
HP	No Bid %	No Bid %
Cisco	No Bid%	No Bid %
Dell	No Bid%	No Bid %
IBM	No Bid%	No Bid %
3 - Storage		
IBM	No Bid %	No Bid %
Barracuda	No Bid %	No Bid %
EMC	No Bid%	No Bid %
Fujitsu	No Bid%	No Bid %
HP	No Bid%	No Bid %
Nimble	No Bid%	No Bid %
4 - Wireless Networking		
Cisco	No Bid %	No Bid %
Radwin	No Bid %	No Bid %
Ubiquiti Networks	No Bid%	No Bid %
5 - Network/Data Center Accessories		
APC/Schneider	*15 %	No Bid%
Avocent	*15%	No Bid %
Belkin	*15 %	No Bid %
Berk-Tek	No Bid%	No Bid %
Dymo	No Bid%	No Bid %
Eaton	No Bid%	No Bid%
Emcor	No Bid%	No Bid %
Leviton	*15 %	No Bid%
Middle Atlantic	*15 %	No Bid %
NetScout/Fluke	No Bid%	No Bid %
Siemans	No Bid%	No Bid %
Snake Tray	No Bid%	No Bid%
Softing	No Bid%	No Bid%
Startech	*15%	No Bid %
Tripp Lite	*15 %	No Bid%
6 - Memory		
Corsair	No Bid %	No Bid %
Crucial	No Bid %	No Bid %
Kingston	No Bid%	No Bid %
Samsung	No Bid%	No Bid %
7 - Desktop Computers		
Apple	No Bid %	No Bid %
Dell	No Bid%	No Bid %
HP	No Bid%	No Bid %
Lenovo	No Bid%	No Bid %

Category	Minimum % Discount off MSRP or List Price (specify)	
8 - Laptop Computers	**New**	**Refurb**
Apple	No Bid %	No Bid %
Asus	No Bid%	No Bid %
Dell	No Bid%	No Bid %
HP	No Bid%	No Bid %
Lenovo	No Bid%	No Bid %
Panasonic	No Bid%	No Bid%
9 - Tablet Computers		
Apple	No Bid %	No Bid %
Asus	No Bid%	No Bid %
Getac	No Bid%	No Bid %
Panasonic	No Bid%	No Bid %
10 - Thin/Zero Clients		
10Zig	No Bid %	No Bid %
Advantech	No Bid %	No Bid %
Cisco	No Bid%	No Bid%
Clearcube	No Bid%	No Bid%
Dell	No Bid %	No Bid%
Fujitsu	No Bid%	No Bid %
HP	No Bid%	No Bid%
LG	No Bid%	No Bid%
Samsung	No Bid%	No Bid%
Wyse	No Bid %	No Bid%
11 - Monitors/Televisions/Projectors		
Acer	*15%	No Bid %
Asus	*15%	No Bid %
Dell	*15 %	No Bid %
Epson	*15%	No Bid %
LG	*15%	No Bid %
Mitsubishi	*15%	No Bid%
NEC	*15 %	No Bid %
Samsung	*15%	No Bid%
Sony	*15 %	No Bid %
Toshiba	*15%	No Bid %
Viewsonic	*15 %	No Bid%
Vizio	*15%	No Bid%
12 - Audio/Visual Equipment		
Axis	*15%	No Bid %
Shure	*15%	No Bid%
13 - Telecom/VoIP		
Jabra	*15%	No Bid%
Mitel	*15 %	No Bid %
Plantronics	*15 %	No Bid %
Sennheiser	*15%	No Bid%

* Estimate of average % under MSRP and/or List. This is not a guarantee and is subject to change (either higher or lower) depending on model selected and product availability
Please refer to submittal documents for more information

NOTES:

- Participant may quote a discount for each category or each item.
- Participant may optionally exclude quoting a discount for any or item by entering "No Bid".



LST

Cost Schedule - Information Technology Equipment

Category	Minimum % Discount off MSRP or List Price (specify)	
1 - Network Equipment	**New**	**Refurb**
Brocade	20%	20%
Cisco	47%	47%
Transition Networks	20%	20%
2 - Server Equipment		
HP	20%	20%
Cisco	47%	47%
Dell	20%	20%
IBM	20%	20%
3 - Storage		
IBM	20%	20%
Barracuda	20%	20%
EMC	20%	20%
Fujitsu	20%	20%
HP	20%	20%
Nimble	No bid	No bid
4 - Wireless Networking		
Cisco	47%	47%
Radwin	No bid	No bid
Ubiquiti Networks	20%	20%
5 - Network/Data Center Accessories		
APC/Schneider	20%	20%
Avocent	No bid	No bid
Belkin	20%	20%
Berk-Tek	20%	20%
Dymo	No bid	No bid
Eaton	No bid	No bid
Emcor	No bid	No bid
Leviton	No bid	No bid
Middle Atlantic	No bid	No bid
NetScout/Fluke	20%	20%
Siemans	20%	20%
Snake Tray	No bid	No bid
Softing	No bid	No bid
Startech	20%	20%
Tripp Lite	20%	20%
6 - Memory		
Corsair	20%	20%
Crucial	20%	20%
Kingston	20%	20%
Samsung	20%	20%
7 - Desktop Computers		
Apple	No bid	No bid
Dell	20%	20%
HP	20%	20%
Lenovo	20%	20%

Category	Minimum % Discount off MSRP or List Price (specify)	
8 - Laptop Computers	**New**	**Refurb**
Apple	No bid	No bid
Asus	20%	20%
Dell	20%	20%
HP	20%	20%
Lenovo	20%	20%
Panasonic	20%	20%
9 - Tablet Computers		
Apple	No bid	No bid
Asus	20%	20%
Getac	No bid	No bid
Panasonic	20%	20%
10 - Thin/Zero Clients		
10Zig	No bid	No bid
Advantech	No bid	No bid
Cisco	47%	47%
Clearcube	No bid	No bid
Dell	20%	20%
Fujitsu	20%	20%
HP	20%	20%
LG	20%	20%
Samsung	20%	20%
Wyse	20%	20%
11 - Monitors/Televisions/Projectors		
Acer	20%	20%
Asus	20%	20%
Dell	20%	20%
Epson	20%	20%
LG	20%	20%
Mitsubishi	20%	20%
NEC	20%	20%
Samsung	20%	20%
Sony	20%	20%
Toshiba	20%	20%
Viewsonic	20%	20%
Vizio	20%	20%
12 - Audio/Visual Equipment		
Axis	20%	20%
Shure	No bid	No bid
13 - Telecom/VoIP		
Jabra	No bid	No bid
Mitel	No bid	No bid
Plantronics	20%	20%
Sennheiser	No bid	No bid

NOTES:

- Participant may quote a discount for each category or each item.
- Participant may optionally exclude quoting a discount for any or item by entering "No Bid".

NC2

Cost Schedule - Information Technology Equipment

Category	Minimum % Discount off MSRP or List Price (specify) New	Refurb
Network Equipment		
Brocade	No Bid %	%
Cisco	%	%
Transition Networks	%	%
Server Equipment		
HP	%	%
Cisco	%	%
Dell	%	%
IBM	%	%
Storage		
IBM	%	%
Barracuda	%	%
EMC	%	%
Fujitsu	%	%
HP	%	%
Nimble	%	%
Wireless Networking		
Cisco	%	%
Radwin	%	%
Ubiquiti Networks	%	%
Network/Data Center Accessories		
APC/Schneider	%	%
Avocent	%	%
Belkin	%	%
Berk-Tek	%	%
Dymo	%	%
Eaton	%	%
Emcor	%	%
Leviton	%	%
Middle Atlantic	%	%
NetScout/Fluke	%	%
Siemans	%	%
Snake Tray	%	%
Softing	%	%
Startech	%	%
Tripp Lite	%	%
Memory		
Corsair	%	%
Crucial	%	%
Kingston	%	%
Samsung	%	%
Desktop Computers		
Apple	%	%
Dell	%	%
HP	%	%
Lenovo	%	%

Category	Minimum % Discount off MSRP or List Price (specify) New	Refurb	
8 - Laptop Computers			
Apple	No Bid %	%	
Asus	%	%	
Dell	%	%	
HP	%	%	
Lenovo	%	%	
Panasonic	%	%	
9 - Tablet Computers			
Apple	%	%	
Asus	%	%	
Getac	%	%	
Panasonic	%	%	
10 - Thin/Zero Clients			
10Zig	%	%	
Advantech	%	%	
Cisco	%	%	
Clearcube	%	%	
Dell	%	%	
Fujitsu	%	%	
HP	%	%	
LG	%	%	
Samsung	%	%	
Wyse	%	%	
11 - Monitors/Televisions/Projectors			
Acer	%	%	
Asus	%	%	
Dell	%	%	
Epson	%	%	
LG	%	%	
Mitsubishi	%	%	
NEC	%	%	
Samsung	%	%	
Sony	%	%	
Toshiba	%	%	
Viewsonic	%	%	
Vizio	%	%	
12 - Audio/Visual Equipment			
Axis	10 %	%	Below MSRP
Shure	%	%	
13 - Telecom/VoIP			
Jabra	No Bid %	%	
Mitel	%	%	
Plantronics	%	%	
Sennheiser	%	%	

NOTES:

- Participant may quote a discount for each category or each item.
- Participant may optionally exclude quoting a discount for any or item by entering "No Bid".

MASTER AGREEMENT FOR
INFORMATION TECHNOLOGY EQUIPMENT PURCHASES

THIS AGREEMENT is □ade and entered into this □□□□ day o□ □□□□□ 2017, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereina□ter re□erred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and _____, a □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□, authori□ed to conduct business in the State o□ Florida, whose address is □□hereina□ter re□erred to as "Seller".

WITNESSETH:

WHEREAS, the City has re□uested proposals □ro□ in□or□ation technology □ir□s to provide the City's Information Technology division with pricing for various brands of commonly purchased in□or□ation technology e□uip□ent within certain described categories□and

WHEREAS, Seller responded to the re□uest □or proposal, providing a Cost Schedule, attached hereto and incorporated by re□erence herein as **Exhibit A**, □or In□or□ation Technology E□uip□ent, which □urther provided a □ini□u□ percentage discount o□□o□MSRP or List Price □or both new and re□urbished e□uip□ent□and

WHEREAS, the City □re□uently has a need to purchase co□□only used in□or□ation technology equipment, and desires to enter into this Master Agreement ("Agreement") to govern purchases, which will be □ade on an as-needed basis according to the procedure established herein□ and

WHEREAS, Seller is willing to provide such services to the City under the ter□s and conditions stated herein and particularly agrees to honor the □ini□u□ percentage discount provided in the Cost Schedule □or the applicable ter□ o□this Agree□ent□

NOW, THEREFORE, □or good and valuable consideration, the receipt and su□□iciency o□ which is hereby ac□nowledged, the parties covenant and agree as □ollows:

1.0 TERM AND DEFINITIONS

1.1 □nless sooner ter□inated by the City, this Agree□ent shall ter□inate on the third anniversary o□the E□□ective Date. The Parties shall have the option to extend the ter□ o□this Agree□ent by □utual agree□ent □or up to two additional one-year renewals. Such an extension shall only be by written a□end□ent to this Agree□ent.

1.2 The terms and conditions of any Purchase Order, as described in Section 2 hereof, shall be as set forth in such Purchase Order. Any Purchase Order in effect at the termination of this Agreement shall remain in effect until completion of said Purchase Order, and all of the terms and conditions of this Agreement shall survive until completion of all Purchase Orders.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Seller to sell the goods approved in the Purchase Order to the City and is also sometimes referred to herein to include all Purchase Orders approved hereunder.

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

c. "Seller" shall mean ______________________________, a ______________________________, and its principals, employees, resident project representatives (and assistants).

d. "Purchase Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in the Purchase Order, which sets forth the goods or equipment to be sold by Seller under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 **Engagement.** The City hereby engages the Seller and Seller agrees to sell the types of equipment outlined in this Agreement and the Cost Schedule attached hereto and incorporated by reference herein upon the terms listed in the Cost Schedule, this Agreement, and any subsequent Purchase Order. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 <u>DESCRIPTION OF SERVICES; QUOTE PROCEDURE</u>

2.1 The City may make request of Seller to sell Information Technology equipment on a "purchase order" basis. In general, such equipment may include, but not be limited to, ____, and such category of equipment purchase shall be listed in the Cost Schedule attached hereto as Exhibit A. When the City desires to place a specific order for equipment, the City may communicate with Seller, verbally or in writing, a general description of the equipment needed. The Seller will generate

a detailed bid or □uote docu□ent, including the schedule □or delivery and price, and send the thus developed "□uote" to the City. For every □uote re□uested, at a □ini□u□, Seller shall include a price □or the e□uip□ent that is no greater than the percentage discount o□□o□MSRP or List Price that was included in its Cost Schedule. The City will review the □uote, and i□the description is □utually acceptable, the City will issue a Purchase Order or, □or purchases less than □1,500.00 or as otherwise provided in the City' Financial Operations Manual policy, may use a purchase card to made the purchase. The Purchase Order will contain ter□s which are dee□ed supple□ental to this Agree□ent. □pon receipt o□the signed Purchase Order or pay□ent via purchase card, the Seller shall deliver the e□uip□ent ordered therein.

2.2 The City shall have no obligation to purchase e□uip□ent □ro□ Seller during the ter□ o□this Agree□ent. The need to purchase e□uip□ent shall be deter□ined in the City's sole discretion. Further, the City shall have no obligation to purchase any particular a□ount o□e□uip□ent in any Purchase Order or □or the duration o□this Agree□ent. No guarantee is expressed or i□plied as to □uantities or dollars that will be used during the contract period.

2.3 In exchange □or applying the percentage discount o□□o□the MSRP or list price o□the e□uip□ent contained in the Cost Schedule, the City will consider Seller a pre□erred vendor and □ay o□ten re□uest □uotes □ro□ Seller □or the categories o□e□uip□ent listed in the Cost Schedule. The Seller ac□nowledges and agrees that the City is re□uired to co□ply with its Financial Operations Manual policies, which currently re□uire that □or purchases less than □35,000.00, two or three co□petitive □uotations □ust be received, with so□e li□ited exceptions such as sole source purchases. The City shall not be obligated to see□ □uotes □ro□ the Seller □or every In□or□ation Technology e□uip□ent purchase, and shall not be obligated to select Seller's Quote. Upon receipt of the re□uired co□petitive □uotations, the City shall select the lowest and best (□ost responsive) □uotation and an award shall be □ade. A purchase re□uisition is then prepared and issued in the □or□ o□a Purchase Order or a purchase □ay be □ade by purchase card. The Seller □urther ac□nowledges and agrees that □or purchases o□□35,000.00 or □ore, a co□petitive sealed bidding procedure shall be used, □or which no pre□erence to Seller shall be given, and Seller □ust respond to an Invitation to Bid in order to be considered □or such purchases.

3.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF SELLER.

3.1 Florida Prompt Payment Act. Pay□ent shall be due and payable as provided by the Florida Local Govern□ent Pro□pt Pay□ent Act s.218.70 et. se□, Florida Statutes.

3.2 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver o□any rights under this Agree□ent or any cause o□action arising out o□the per□or□ance o□this Agree□ent and Seller shall re□ain liable to the City in accordance with applicable law □or all da□ages to the City caused by Seller's performance under this Agree□ent.

3.3 Acceptance of Payment. Acceptance o□ inal pay□ent by the Seller □or a speci□ic Purchase Order shall constitute a release o□ all clai□s □or pay□ent which the Seller □ay have against the City □or that Purchase Order unless such clai□s are speci□ically reserved in writing and trans□itted to the City by the Seller prior to its acceptance. Said □inal pay□ent shall not, however, be a bar to any clai□s that the City □ay have against the Seller or to any re□edies the City □ay pursue with respect to such clai□s.

4.0 COMPLIANCE WITH LAWS AND REGULATIONS

4.1 Seller shall co□ply with all re□uire□ents o□ □ederal, state, and local laws, rules, regulations, standards, and□or ordinances applicable to the per□or□ance o□ this Agree□ent.

5.0 ASSIGNMENT

5.1 Seller shall not assign or subcontract this Agree□ent, any Purchase Order hereunder, or any rights or any □onies due or to beco□e due hereunder without the prior, written consent o□ City.

5.2 I□ upon receiving written approval □ro□ City, any part o□ this Agree□ent is subcontracted by Seller, Seller shall be □ully responsible to City □or all acts and□or o□issions per□or□ed by the subcontractor as i□ no subcontract had been □ade.

5.3 I□ City deter□ines that any subcontractor is not per□or□ing in accordance with this Agree□ent, City shall so noti□y Seller who shall ta□e i□ □ediate steps to re□edy the situation.

6.0 INDEPENDENT CONTRACTOR

6.1 At all ti□es during the ter□ o□ this Agree□ent, Seller shall be considered an independent contractor and not an e□ployee o□ the City.

7.0 NO JOINT VENTURE

7.1 Nothing herein shall be dee□ed to create a □oint venture or principal-agent relationship between the parties, and neither party is authori□ed to, nor shall either party act toward third persons or the public in any □anner which would indicate any such relationship with the other.

8.0 ATTORNEY'S FEES

8.1 Should any litigation arise concerning this Agree□ent between the parties, the parties agree to bear their own costs and attorney’s fees.

9.0 COUNTERPARTS

9.1 This Agree□ent □ay be executed in any nu□ber o□counterparts, each o□which when so executed and delivered shall be considered an original agree□ent□but such counterparts shall together constitute but one and the sa□e instru□ent.

10.0 DRAFTING

10.1 City and Seller each represent that they have both shared e□ually in dra□ting this Agree□ent and no party shall be □avored or dis□avored regarding the interpretation o□this Agree□ent in the event o□a dispute between the parties.

11.0 NOTICE

11.1 Any notices re□uired to be given by the ter□s o□this Agree□ent shall be delivered by hand or □ailed, postage prepaid to:

For Seller:

□□

For City:
City o□Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

11.2 Either party □ay change the notice address by providing the other party written notice o□the change.

11.3 Any Notice given as provided herein shall be dee□ed received as □ollows: i□delivered by personal service, on the date so delivered□i□delivered to an overnight courier service, on the business day i□□ediately □ollowing delivery to such service□and i□□ailed, on the third business day a□ter □ailing.

12.0 SOVEREIGN IMMUNITY

12.1 The City intends to avail itsel□o□the bene□its o□Section 768.28, Florida Statutes and any other statutes and co□□on law governing sovereign i□□unity to the □ullest extent possible.

Neither this provision nor any other provision o□ this Agree□ent shall be construed as a waiver o□ the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations i□posed on the City's potential liability under state or federal law. Seller agrees that City shall not be liable under this Agree□ent □or punitive da□ages or interest □or the period be□ore □udg□ent. Further, City shall not be liable □or any clai□ or □udg□ent, or portion thereo□, to any one person □or over two hundred thousand dollars (□200,000.00), or any clai□ or □udg□ent, or portion thereo□, which, when totaled with all other clai□s or □udg□ents paid by the State or its agencies and subdivisions arising out o□ the sa□e incident or occurrence, exceeds three hundred thousand dollars (□300,000.00). Nothing in this Agree□ent is intended to inure to the bene□it o□ any third party □or the purpose o□ allowing any clai□ which would otherwise be barred under the doctrine o□ sovereign i□□unity or by operation o□ law. This paragraph shall survive ter□ination o□ this Agree□ent.

13.0 CORPORATE REPRESENTATIONS BY SELLER

13.1 Seller hereby represents and warrants to the City that the undersigned representative o□ Seller has the power, authority, and legal right to execute and deliver this Agree□ent on behal□ o□ Seller.

14.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

14.1 For other good and valuable consideration, the receipt and su□□iciency o□ which is hereby ac□nowledged, Seller expresses its willingness to enter into this Agree□ent with the □nowledge that the Seller's recovery from the City to any action or claim arising from the Agree□ent is li□ited to a □axi□u□ a□ount o□ the su□ o□ any Agree□ent a□ount that is owed by the City □or services actually per□or□ed by the Seller to the City's complete satisfaction, and in no case shall exceed the a□ount provided in article 12.1 herein. Nothing contained in this paragraph or elsewhere in this Agree□ent is in any way intended either to be a waiver o□ the li□itation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the li□its established in said Section 768.28 Florida Statutes □and no clai□ or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-□udg□ent interest.

15.0 ADDITIONAL ASSURANCES

15.1 The Seller □or itsel□ and its SubSellers, i□ any, certi□ies that:

a. No principal (which includes o□□icers, directors, or executive) or individual per□or□ing under this Agree□ent, e□ployee, or agent has e□ployed or otherwise provided co□pensation to, any e□ployee or o□□icer o□ the City □and□

b. No principal (which includes o□□icers, directors, or executive) or individual holding a per□or□ing under this Agree□ent, e□ployee, or agent has will□ully o□□ered an e□ployee or o□□icer o□

the City any pecuniary or other bene□it with the intent to in□luence the e□ployee or o□□icer's o□□icial action or □udg□ent.

c. The undersigned is authori□ed to execute this Agree□ent on behal□o□the Seller and said signature shall bind the Seller to this Agree□ent. No □urther action is re□uired by the Seller to enter into this Agree□ent other than Seller's undersigned representative execution o□the Agree□ent.

IN WITNESS WHEREOF, the parties hereto caused this Agree□ent to be executed by their duly authori□ed representatives as o□the date □irst written above.

CITY: **CITY OF COCOA ***	**SELLER:**
By: □□□□□□□□□□□□□□□□□□□□□□□□□□□□	By: □□□□□□□□□□□□□□□□□□□□□□□□□□□□
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ATTEST:

By: □□□□□□□□□□□□□□□□□□□□□□□□□□□□
City Cler□

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

EXHIBIT A
COST SCHEDULE

Legislation Details (With Text)

File #:	17-327	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	7/21/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Approve Change Order #1 to Purchase Order 69157 - Task Order 2017-77 “Additional Project Management Assistance to the Water Field Operations Division” with CH2M Hill Engineers, Inc. for a Reduction in Time Required to Assist WFO; and Approve Change Order #1 to Purchase Order 69159 - Task Order 2017-78 “Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program” with CH2M Hill Engineers, Inc. for Additional Time Required to Assist WFO with the Cross Connection Control Program. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-CH2M HILL (2017-78.1) 7.6.17 $79889.pdf TO-UT-CH2M HILL (2017-77.1) 7.6.17 -$79890.pdf FY17 CCC Program TO 2017-78 Fee Breakdown.pdf FY17 WFO Assistance TO 2017-77 Fee Breakdown.pdf BAF-UT-REPAIRS MAINTENANCE PROJECT TRANSFER (8-8-17)~.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 21, 2017
Agenda Date: August 8, 2017
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director

Requested Action:

Approve Change Order #1 to Purchase Order 69157 - Task Order 2017-77 “Additional Project Management Assistance to the Water Field Operations Division” with CH2M Hill Engineers, Inc. for a Reduction in Time Required to Assist WFO; and Approve Change Order #1 to Purchase Order 69159 - Task Order 2017-78 “Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program” with CH2M Hill Engineers, Inc. for Additional Time Required to Assist WFO with the Cross Connection Control Program

BACKGROUND:

The intent is to reduce funding from Task Order 2017-77 FY17 WFO Assistance and increase funding to Task Order 2017-78 FY17 CCC Program Assistance. There is no change in the activities associated with these two Task Orders, only a reduction and addition in the time needed to assist WFO with these activities.

Task Order 2017-77 is requesting a change order due to a reduction in time required to assist WFO

on Task 1 - Project and Assessment Information Management and Task 3 - Quality Control Process Assistance per the attached Fee Breakdown.

Task Order 2017-78 is requesting a change order due to the additional time required to assist WFO with activities associated with the preparation of data for transfer to a new field software program as well as activities associated with long-term strategic planning for the CCC Program. Additional funding for these activities will be assigned to Task 1 - Project Management Assistance and Task 3 - Data Management and Quality Control per the attached Fee Breakdown.

Staff recommends approval of these two change orders.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	($79,890)
Account Number	421-4025-536.46-00
Account Name	Repairs & Maintenance
Change Order Amount	($79,890)
Original Purchase Order	69157
Original Purchase Order Amount	$274,311
Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$79,889
Account Number	421-4025-536.46-00
Account Name	Repairs & Maintenance
Project	WS13BC
Change Order Amount	$79,889
Original Purchase Order	69159
Original Purchase Order Amount	$160,291

PREVIOUS ACTION:

On September 27, 2016, City Council approved Task Order 2017-77 with CH2M Hill for Additional Project Management Assistance to the Water Field Operations Division.

On September 27, 2019, City Council approved Task Order 2017-78 with CH2M Hill for Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program, Project No. WS13BC.

RECOMMENDED MOTION:

Approve Change Order #1 to Purchase Order 69157 - Task Order 2017-77 “Additional Project Management Assistance to the Water Field Operations Division” with CH2M Hill Engineers, Inc. for a Reduction in Time Required to Assist WFO; and Approve Change Order #1 to Purchase Order 69159 - Task Order 2017-78 “Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program” with CH2M Hill Engineers, Inc. for Additional Time Required to Assist WFO with the Cross Connection Control Program.

Task Order Request Form

Consulting Services for Water Supply, Treatment, Transmission & Distribution

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-27-COC **Vendor:** CH2M HILL Engineers, Inc.

Dept./Division Name: Utilities / WFO **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2017.07.06 10:36:30 -04'00' **Date:** 7/6/17

Project Number: WS13BC **Title:** Field Operations Technician

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

AMENDMENT

Amendment to Original Task Order No. 2017-78 **Requested Amendment Amount:** $ 79,889.00

Original Task Order Amount: $ 160,291.00 **Total Revised Amount including all Amendments:** $ 240,180.00

Total number of Amendments including this one: 1

Quote/Proposal #: 2017-78.1 **Dated:** 7/6/17 **Amount:** $ 240,180.00

☑ Quote Attached

Katherine Ennis Digitally signed by Katherine Ennis DN: dc=org, dc=cocoafl, ou=Utilities, cn=Katherine Ennis, email=kennis@cocoafl.org Date: 2017.07.06 10:44:03 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

Change Order #1 is due to the additional time required to assist WFO with activities associated with the preparation of data for transfer to a new field software program as well as activities associated with long-term strategic planning for the CCC Program. Additional funding for these activities will be assigned to Task 1 – Project Management Assistance and Task 3 – Data Management and Quality Control per the attached fee breakdown

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2017-78.1

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 7/10/17 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2017.07.10 13:20:47 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: 7/12/17 **Signature:** John A. Titkanich Digitally signed by John A. Titkanich Date: 2017.07.12 22:11:42 -04'00' **Title:** City Manager

John A. Titkanich, Jr., AICP

1) Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.
2) Director: review and approve, forward both to Procurement Card Coordinator (PCC).
3) PCC: assign a Task Order No. and forward everything to Purchasing Manager.
4) Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.
5) City Manager: review all documents (if under $50K), approve and forward to PCC.
6) PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.

Task Order 2017-78 FY17 CCC Program Assistance Fee Breakdown with Change Order

Per Diem Schedule Description	Task 1	Task 2	Task 3	Original Task Order Total Hours	Original Task Order Amount	CO 1 Task 2 Hours	CO 1 Task 3 Hours	Change Order 1 Amount	Rate	Amended Task Order Fee Amount
	Hours									
MId-Level Professional Engineer/Scientist/Consultant	260	104	416	780	$129,823	60	260	$53,261	$166.44	$183,084
Professional Engineer/Scientist/Consultant	0	52	104	156	$21,678	0	175	$24,318	$138.96	$45,996
Office	52			52	$3,639	0	33	$2,310	$69.99	$5,949
Hour Subtotals:	**312**	**156**	**520**	**988**		**60**	**468**			
Labor Subtotals:	**$46,914**	**$24,536**	**$83,691**		**$155,140**			**$79,889**		**$235,029**
Expenses:					**$5,150**			**$0**		**$5,150**
Task Total:	**$46,914**	**$24,536**	**$83,691**		**$160,291**			**$79,889**		**$240,179**

Task Key	
Task 1	**Project Management Assistance**
Task 2	**Contractor Coordination and Documentation**
Task 3	**Data and Invoice Review**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 15114 -12345-5EX2P-17-18 017795	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED CH2M HILL ENGINEERS, INC. 9127 SOUTH JAMAICA STREET ENGLEWOOD, CO 80202-5534	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Greenwich Insurance Company — 22322 **INSURER B :** N/A — N/A **INSURER C :** XL Specialty Insurance Company — 37885 **INSURER D :** Zurich American Insurance Co — 16535 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** SEA-002835754-13 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X $500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		RGE500025506	05/01/2017	05/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,500,000 $ 1,500,000 $ $ 1,500,000 $ 5,000,000 $ 5,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		RAD500025406	05/01/2017	05/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		RWD500025206 (AOS) RWR500025306 (WI)	05/01/2017 05/01/2017	05/01/2018 05/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROFESSIONAL LIABILITY*			EOC382962115	05/01/2017	05/01/2018	Each Claim & Aggregate Each Policy Period	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: AGREEMENT FOR CONSULTING SERVICES FOR WATER SUPPLY, TREATMENT, TRANSMISSION & DISTRIBUTION SYSTEM AS AMENDED ON NOVEMBER 10, 2015

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

*FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

CERTIFICATE HOLDER

CITY OF COCOA
65 STONE STREET
COCOA, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Jon Lindstrom

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Task Order Request Form

Consulting Services for Water Supply, Treatment, Transmission & Distribution

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-27-COC **Vendor:** CH2M HILL Engineers, Inc.

Dept./Division Name: Utilities / WFO **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2017.07.06 10:30:58 -04'00' **Date:** 7/6/17

Project Number: **Title:** Field Operations Technician

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

AMENDMENT

Amendment to Original Task Order No. 2017-77 **Requested Amendment Amount:** -$ 79,890.00

Original Task Order Amount: $ 274,311.00 **Total Revised Amount including all Amendments:** $ 194,421.00

Total number of Amendments including this one: 1

Quote/Proposal #: 2017-77.1 **Dated:** 7/6/17 **Amount:** $ 194,421.00

☑ Quote Attached

Katherine Ennis Digitally signed by Katherine Ennis DN: dc=org, dc=cocoafl, ou=Utilities, cn=Katherine Ennis, email=kennis@cocoafl.org Date: 2017.07.06 10:33:13 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

Change order #1 is due to a reduction in time required to assist WFO on Task 1 - Project and Assessment Information Management and Task 3 - Quality Control Process Assistance per the attached fee breakdown.

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2017-77.1

Council Approval Required: ☐ Yes ☑ No

Reason Disapproved:

Date: 7/10/17 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2017.07.10 13:07:31 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: 7/12/17 **Signature:** John A. Titkanich Digitally signed by John A. Titkanich Date: 2017.07.12 22:09:58 -04'00' **Title:** City Manager

John A. Titkanich, Jr., AICP

1) Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.
2) Director: review and approve, forward both to Procurement Card Coordinator (PCC).
3) PCC: assign a Task Order No. and forward everything to Purchasing Manager.
4) Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.
5) City Manager: review all documents (if under $50K), approve and forward to PCC.
6) PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.

Task Order 2017-78 FY17 CCC Program Assistance Fee Breakdown with Change Order

Per Diem Schedule Description	Task 1	Task 2	Task 3	Original Task Order Total Hours	Original Task Order Amount	CO 1 Task 2 Hours	CO 1 Task 3 Hours	Change Order 1 Amount	Rate	Amended Task Order Fee Amount
	Hours									
MId-Level Professional Engineer/Scientist/Consultant	260	104	416	780	$129,823	60	260	$53,261	$166.44	$183,084
Professional Engineer/Scientist/Consultant	0	52	104	156	$21,678	0	175	$24,318	$138.96	$45,996
Office	52			52	$3,639	0	33	$2,310	$69.99	$5,949
Hour Subtotals:	**312**	**156**	**520**	**988**		**60**	**468**			
Labor Subtotals:	**$46,914**	**$24,536**	**$83,691**		**$155,140**			**$79,889**		**$235,029**
Expenses:					**$5,150**			**$0**		**$5,150**
Task Total:	**$46,914**	**$24,536**	**$83,691**		**$160,291**			**$79,889**		**$240,179**

Task Key	
Task 1	**Project Management Assistance**
Task 2	**Contractor Coordination and Documentation**
Task 3	**Data and Invoice Review**

Task Order 2017-77 FY17 WFO Assistance Fee Breakdown with Change Order 1

Per Diem Schedule Description	Task 1	Task 2	Task 3	Original Task Order Total Hours	Original Task Order Amount	CO 1 Task 1 Hours	CO 1 Task 3 Hours	Change Order 1 Amount	Rate	Amended Task Order Fee Amount
	Hours									
MId-Level Professional Engineer/Scientist/Consultant	780	416	416	1612	$268,301	-180	-292	-$78,560	$166.44	$189,741
Office	52			52	$3,639	-19	0	-$1,330	$69.99	$2,309
Hour Subtotals:	**832**	**416**	**416**	**1,664**		**-199**	**-292**			
Labor Subtotals:	**$133,463**	**$69,239**	**$69,239**		**$271,940**			**-$79,890**		**$192,050**
Miscellaneous Expenses (travel, shipping, etc.):					**$2,370**					**$2,370**
Task Total:	**$133,463**	**$69,239**	**$69,239**		**$274,310**					**$194,420**

Task Key	
Task 1	**Project and Assessment Information Management Assistance**
Task 2	**Quality Control Process Assistance**
Task 3	**Long Term Strategic Planning**

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: 4025 | DATE PREPARED: 08/02/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 79,889)	421-4025-536.46-00		Repairs & Maintenance	$ 4,422,436	$ 3,927,312	$ 3,847,423	$ 997,758
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 79,889)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 79,889	421-4025-536.46-00	WS13BC	Repairs & Maintenance	$ 4,422,436	$ 3,847,423	$ 3,927,312	$ 1,077,647
$ 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
$ 79,889	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer funds into project number WS13BC. Item will be presented to City Council for approval at the August 8, 2017 meeting. File #17-327

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* _____

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

8/2/17	Melinda Keesee — Digitally signed by Melinda Keesee Date: 2017.08.02 08:09:05 -04'00'	8/2/17	Anne Quesada — Digitally signed by Anne Quesada Date: 2017.08.02 11:42:09 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/2/17	John "Jack" Walsh — Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2017.08.02 11:32:38 -04'00'	8/2/17	Lora Howell — Digitally signed by Lora Howell Date: 2017.08.02 11:44:23 -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 #:	17-288	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/26/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Ordinance No. 08-2017/2nd and Final Reading: Amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 08-2017 - FLUM W King Street 102.2 acres - Medium Density Residential and Exhibit A - Legal Description 102.42 acres LDR to MDR Binding Development Agreement - 2075 W King St (CLEAN) School Impact Analysis Legal Ad FLUM 7-11-2017 CTY. COCOA 17-1ESR Approval				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2017
Agenda Date: August 8, 2017
Prepared By: Steven Biel, Senior Planner
Through: Nancy A. Bunt, Acting Community Services Director
Requested Action:
Approve Second Reading of Ordinance 08-2017, amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property.

BACKGROUND:

Applicant: Kimberly B. Rezanka
96 Willard St., Suite 302
Cocoa, FL 32922

Owner: 2075 W. King Street Land Trust
2720 Park Street, Unit 205
Jacksonville, FL 32205

Location: South side of W. King Street, approximately 0.25 miles east of S. Range Road. The

Property Appraiser identifies the parcel as Tax Account Number 2423993.

Request: **LARGE-SCALE COMPREHENSIVE PLAN MAP AMENDMENT** consistent with Florida Statute, Chapter 163. The property owner is requesting approval to amend the Future Land Use Map designation of a portion of one parcel (102.0 acres of the total 130.66-acre parcel) from "Low Density Residential" to "Medium Density Residential," and further designate those portions of the subject property identified as wetlands to the "Conservation" Future Land Use designation.

The first reading on this Agenda Item was presented to City Council on April 25, 2017 as a transmittal hearing regarding a FLUM Amendment to the City Comprehensive Plan requiring notification to the state planning agency and other reviewing agencies pursuant to the Community Planning Act. City Council approved the first reading of Ordinance 08-2007 and staff transmitted the ordinance according to the Act. The City did not receive any comments from the state land planning agency and reviewing agencies, see attached letter dated May 30, 2017. Additionally, attached is the school impact analysis from Brevard County Public Schools which provided a nonbinding review; a Concurrency Determination must be performed by the school district prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the City.

The applicant, Kimberly B. Rezanka, on behalf of the property owner, 2075 W. King Street Land Trust, is requesting to amend the Future Land Use Map designation of approximately 102.2 acres of the overall 130.66-acre subject parcel from "Low Density Residential" to "Medium Density Residential" as depicted on Exhibit A.

Currently, the subject parcel has two future land use and zoning designations. The northern portion of the parcel, fronting on W. King Street (SR 520), is approximately 1,300 feet wide by 950 feet deep, totaling approximately 28.46 acres. This portion of the parcel has a "Commercial" future land use designation and is zoned C-W (Wholesale Commercial). No changes are proposed to the Commercial Future Land Use designated portion of the property.

The southern portion of the property measures approximately 3,300 feet wide by 1,340 feet deep. This portion of the parcel currently has a future land use designation of "Low Density Commercial" with an RR-1 (Rural Residential) zoning designation.

The reason for the proposed change to the Medium Density Residential Future Land Use designation is to rezone the property to RU-2-15 Residential to allow for the property owner to construct an adult congregate living facility (ACLF) on the westerly section of the 102.02-acre portion of the property. The current Future Land Use and zoning designations of "Low Density Residential" and RR-1 Residential, do not allow for RU-2-15 zoning nor an ACLF use.

In addition to this application, the applicant has submitted an application to rezone the property from the existing RR-1 Residential zoning designation to RU-2-15 Residential zoning designation, which allows for an ACLF use by Special Exception approval.

It should be noted the applicant during the first public hearing agreed to enter into a Development Agreement, based on public concerns the use could be changed to multi-family and or other more intense uses, to limit the development as an ACLF and to ensure compatibility with neighboring properties. The agreement also provides for the buffer wall along the west and southern boundaries of the property. The Development Agreement is attached for City Council review and consideration.

The following table summarizes the current FLUM and Zoning designations for the adjacent parcels:

Overview of Surrounding Area:			
	Future Land Use	**Zoning**	**Existing Use**
North	Commercial	C-W	Vacant, Space Coast Honda, & County Sch Bus Facility
South	Very Low Density Residential (City); RE (County)	RU-1-7 (City); AU (County)	Single-family Residential & Vacant
East	Low Density Resident (City); RES 4 (County	RU-1-7 (City); AU (County)	Vacant
West	NC - Neighborhood Commercial (County)	RR-1 & GU (County)	Single-family Residen & Vacant

Consistency with Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region;

Applicant Response: *The proposal should have no impact upon the City's budget. However, the proposed developments will positively impact the City's and region's economies. The commercial uses and the ACLF will bring jobs, increase tax revenue and more consumer spending.*

Staff Response: The proposed amendment would have no negative impact on the city's budget or the regional economy. The Medium Density Residential allows for multi-family and single-family development. ACLF use is permitted by Special Exception approval by the Board of Adjustment. The purpose of the request is to allow for rezoning of the property to RU -2-15 Residential and then subsequently submit a Special Exception application for the ACLF use. Additionally, if approved, it will provide a use that enhances the economy of the region through the provision of an additional ACLF facility serving residents of the City and region.

b. Whether the proposal will diminish the service level of public facilities;

Applicant Response: *The proposal will not diminish the service level of public facilities and there is adequate capacity for all public facilities.*

Staff Response: The future land use amendment will not negatively impact or diminish the service level of public facilities.

Potable Water: The subject property can be served by the City of Cocoa Utilities Department for water service and reclaimed service. Level of service would not be diminished as a result of the amendment.

Sanitary Sewer: The subject property is served by the City of Cocoa Utilities Department for sanitary sewer service. Level of service would not be diminished as a result of the amendment.

Solid Waste: As the property is currently vacant, there is no solid waste service to the parcel. If the property is developed in the future, a private hauler would provide service.

Transportation: The subject property would be accessed from an existing entrance on W. King Street (SR 520). The City of Cocoa Comprehensive Plan 2010-2020, Volume 1 Goals, Objectives, & Policies, Map M-II-2: Functional Roadway Classification Map identifies W. King Street as an arterial road and is functioning at a "C" level of service. If the proposed future land use amendment is approved by City Council, the expected effect to W. King Street would be neutral. Therefore, the level of service would not be diminished as a result of the amendment.

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region;

Applicant Response: *The proposal will favorably impact the environment as the improvements will be constructed to comply with all regulations of the DEP, SJRWMD and the City. The proposal will have no impact upon the natural or historical resources of the City or region.*

Staff Response: The westerly portion of the property contains wetlands as identified on Map M-XII-1: Wetlands, of the Comprehensive Plan Conservation Element. In accordance with Future Land Use Element Policy 1.1.2.13: Conservation; The Conservation Future Land Use Category is intended to protect environmentally sensitive natural resource systems. The conservation land use category identifies lands that are environmentally fragile natural resources for long term preservation. The following criteria shall be used for designating properties as Conservation on the Future Land Use Map:

A. Any Future Land Use Map amendment adopted after December 1, 2003, shall assign the Conservation Future Land Use category to wetlands within the area of the subject amendment.
B. The boundaries of the Conservation Future Land Use category may be adjusted to be consistent with a wetland jurisdictional line determination by the SJRWMD without the need for a comprehensive plan amendment. In those areas initially presumed but later determined not to be classified as a wetland will take on the future land use category assigned to the upland portion of the development site.
C. At the time of development, wetlands within the Conservation Future Land Use category shall be encumbered by a perpetual conservation easement.
D. Allowable uses, intensities, and impacts within the Conservation Future Land Use category shall be in conformance with those uses, intensities, and impacts listed in the Conservation Element.

Any future development of the subject site shall be in accordance with above-mentioned policy.

Furthermore, Conservation Element Policy 12.1.6.15: Wetlands and wetland functions shall be protected and conserved by restricting direct and indirect development impacts.

E. *Upland buffers.*

1. *General.* Upland buffers are considered an integral component of a functioning wetland and shall be afforded the same types and levels of protection as the wetland itself. Upland buffers shall not be developed, cleared, or landscaped that would decrease their effectiveness in supporting wetland functions, and shall not include turfed, landscaped, or impervious surfaces.
2. *Minimum width.* Where wetlands exist, upland buffers shall be provided at a minimum width of fifteen (15) feet and an average width of twenty-five (25) feet beyond the perimeter of the wetland.
3. *Encroachment.* Encroachment into upland buffers for the purpose of hydrologic connection of drainage systems and creation of mitigation areas shall be permitted and shall not require additional buffering compensation.
4. *Additional requirement.* The City may require the extension of upland buffers beyond the twenty-five (25) feet if necessary to connect isolated wetlands with other protected wetlands existing within one-hundred (100) feet depending on the existence of listed species and habitat valuation.
5. *Average width exception.* Uplands buffer widths may be adjusted downward below the required minimum average on a case-by-case basis if the developable portion of the existing lots of record as of December 1, 2003 does not have sufficient size or dimensions to allow for a reasonable use of the property based on the designated future land use category. In this instance, the remaining upland buffers shall be enhanced with native species to minimize development impacts and enhance the functioning value of the wetlands buffer area.
6. *Passive recreation.* The City may approve, as appropriate, minimal use in clearing for nature trails and other passive recreational uses compatible with the purpose of the buffer zone.

d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code;

Applicant Response: *The proposal is consistent with the goals of the state comprehensive plan because the proposed development is not contrary to the public interest and is consistent with private property rights. This is a redevelopment project which will efficiently and effectively create a mixed-use project of commercial development and a transitional use from the commercial uses to nearby residential uses.*

Staff Response: State Comprehensive Plan, Chapter 187.201(15) LAND USE.--

(a) *Goal.*--In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner.

The subject property has availability to water and sewer and would have a minimal impact to

the transportation corridors in the area. There would be no need for the City to extend any additional services to the site.

East Central Florida Regional Planning Commission Strategic Regional Policy Plan (now called East Central Florida 2060 Plan):

> Chapter 5 - Transportation, Policy 5.25: Non-urban arterial roads should be protected by access management policies that limit curb cuts to preserve their capacity.

As previously noted, the subject property has an existing entrance from W. King Street. Future development may or may not include additional entrances.

> Chapter 4 - Economic Development, Policy 4.3: Support emerging economic centers that are located in the most appropriate areas, such as along transit corridors or in existing or planned employment centers.

The subject property is located on W. King Street, which as noted above, is classified as an arterial roadway. The subject property is also within 1.75 miles of access to Interstate 95.

e. Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan;

Applicant Response: *The proposal will not diminish the service level of public facilities and there is adequate capacity for all public facilities.*

Staff Response: A preliminary concurrency review has not been completed. However, the requested future land use, and subsequent rezoning, would provide tax revenue to the City to support the services and facilities that may be required of the use. A final concurrency evaluation will be required prior to the issuance of a development permit. As discussed previously in Section B, it is not anticipated that there will be any reduction in the level of service or in the ability of the City to provide adequate public facilities as a result of the amendment.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses;

Applicant Response: *The proposal is compatible with surrounding residential uses and commercial uses. It removes an excavation operation and replaces that use with a less intense use of a quiet ACLF.*

Staff Response: This portion of W. King Street is primarily of a commercial nature. The portion of the subject property under consideration for the future land use change, and subsequent rezoning, is nearly 1,000 feet to the south of W. King Street. Uses to the west boundary of the subject amendment area are large-lot residential in nature. There is one large lot residential property located at the southwest corner of the amendment area. The existing home on the property is approximately 430 feet from the subject property. The remaining lands on the subject amendment site are largely undeveloped and appear to be undevelopable due to the presence of wetlands. See Map M-XII-1.

Any proposed use on the property would be subject to the City's land development regulations as provided by the site plan approval process and special exception approval as required. As noted above the applicant during the first public hearing agreed to enter into a Development Agreement, based on public concerns the use could be changed to multi-family and or other more intense uses, to limit the development as an ACLF and to ensure compatibility with neighboring properties. The agreement also provides for the buffer wall along the west and southern boundaries of the property.

The RU-2-15 Residential zoning category is the most intensive zoning category allowed in the Medium Density Residential Future Land Use designation. Impacts to the surrounding neighborhood would be minimal, if any, due to the physical constraints, lack of functional connection and relationship to surrounding property owners, and the allowable zoning and uses within the Medium Density Residential Future Land Use category.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment; and

Applicant Response: *The proposal will have no impact on adequate housing.*

Staff Response: The proposed Future Land Use amendment to Medium Density Residential would allow for additional housing opportunities in the City. The Medium Density Residential Future Land Use designation allow multi-family developments as well as assisted living facility type developments, by special exception, that are not currently permitted under the Low Density Residential Future Land Use designation and allowable zoning districts.

According to the City's Comprehensive Plan Data & Analysis, October 2010, the City contains only 172.5 acres of Medium Density Residential, or 2.0% of the total current Future Land Use designations. Low Density Residential accounts for over 15% of all Future Land Use designations in the City. In order to accommodate future projected population growth the City must reduce the deficit in the housing stock by providing for additional opportunities. However, considering the intended use as an ACLF, if approved by special exception, the use will have neither a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their place of employment.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

Applicant Response: *The amendment is consistent with the elements of the City's Comprehensive Plan, Policy 1.1.2.4 for MDR is met as the Property has access to a major collector street or one higher. The development will not impact the five residents to the west, not have a negative impact on the character of the area, or impact the environment. Policy 1.1.4 encourages redevelopment, a goal of this project, and the Property is in the Diamond Square Redevelopment Area.*

Staff Response: The proposed Future Land Use amendment shall comply with the following goals, objectives and policies of the City's Comprehensive Plan:

Future Land Use Element

Goal 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

Objective 1.1.1: Future Land Use Categories Established. The City hereby establishes land use categories and a Future Land Use Map (FLUM) that provide for compatible and coordinated land uses, allowing for the protection of natural resources and historic resources as well as maximizing economic development opportunities.

Policy 1.1.2.4: Medium Density Residential (MDR). Medium density residential areas shall be regarded as areas of moderate density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium density residential areas.

A. Medium density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of higher functional classification.

The proposed amendment area has direct access to SR 520, which has a functional classification of "Arterial" as shown on Map M-II-2 Functional Roadway Classification Map of the Transportation Element.

B. These areas should have convenient access to community services.

SR 520 is a major east-west transportation corridor in the City. The road provides direct access to major shopping destinations such as Wal-Mart and Cocoa Village as well as several service related facilities in the community.

C. New Developments approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.

Any new development shall comply with all Comprehensive Plan objectives and policies related to environmental and open space protection and buffering requirements as well as all Land Development Regulations.

Conservation Element

The subject portion of the property is located within the AE Zone (100-year floodplain). Therefore, the following Objectives and Policies apply:

Objective 12.1.9: Floodplain Management. The City shall protect the flood storage and conveyance functions of the 100-year floodplain.

Policy 12.1.9.1: In order to reduce the adverse consequences of floodplain

development and simultaneously encourage the conservation of natural habitats, the City's Flood Damage Prevention ordinance shall be updated to as needed to maintain compliance with the National Flood Insurance Program and to discourage construction in the floodplain, unless the proposed construction is expressly authorized by this Comprehensive Plan. Developmental plans shall preserve the natural functions of floodplains when practical. The provisions of compensatory storage for fill placed within the floodplain shall be allowed only when the applicant demonstrates the absence of adverse consequences of compensatory storage and demonstrates compliance with other applicable provisions of this Comprehensive Plan.

Policy 12.1.9.2: Developers shall be encouraged to incorporate those portions of sites that are within the 100-year floodplain as open space preservation.

Policy 12.1.9.3: The City shall promote wetlands preservation and non-structural floodplain management by encouraging the use of isolated wetlands as detention areas, where such use is consistent with good engineering practice and does not significantly degrade the ecological value of wetlands. Pre-treatment of stormwater run off by diversion of the "first flush" shall be required prior to discharge to wetland detention areas.

As previously noted in Section c. of this report, development on the subject property shall be in accordance with the goals, objectives and policies contained in the Conservation Element of the Comprehensive Plan; specifically related to Policy 12.1.6.15 regarding wetland protection as well as Future Land Use Element Policy 1.1.2.13. In addition, all future development activities on the subject property must comply with Chapter 6, Division 3, Flood Damage Prevention, of the Cocoa City Code. This may require a separate floodplain development permit approval in addition to a building permit, as determined by the floodplain administrator. Sec. 6-323.

Because the subject property is severely environmentally constrained and the wetland areas are recommended for a Conservation designation, it appears that much of the subject property east of the pond will be undevelopable. Accordingly, the proposed comprehensive plan change to Medium Density Residential is not inconsistent with Policies 12.1.9.1 and 12.1.9.2, which encourage the 100-year floodplain to remain as open space. Much of the subject property east of the pond will remain available only for open space and conservation-related uses. Any adverse consequences of compensatory storage for development along the western side of the pond will be addressed at the site planning and development stage.

Housing Element

Objective 3.1.1. Housing Supply. Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes and costs by 2020 which will be needed to house the City's anticipated population through the planning horizon.

Policy 3.1.1.1: The City's Future Land Use Map shall provide adequate lands to accommodate the projected housing growth.

Policy 3.1.1.2: The City shall continue to provide land use designations and zoning districts on the Future Land Use and Official Zoning Maps to ensure a variety of housing types including single family, duplex, and multifamily are allowed within the City.

Goal 3.6: The City shall encourage the provision of housing opportunities for people with special needs such as the homeless, the elderly, and the physically and/or mentally disabled.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council approved the First Reading of Ordinance 08-2017 at its April 24, 2017 meeting.
The Planning & Zoning Board unanimously recommended approval at its April 12, 2017 meeting.

RECOMMENDED MOTION:

Approve Second Reading of Ordinance 08-2017, amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property.

ORDINANCE NO. 08-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF AN AMENDMENT TO THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA CONSISTING OF APPROXIMATELY 102.2 TOTAL ACRES, MORE OR LESS, GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILES EAST OF S. RANGE ROAD, IN COCOA, SAID PORTION OF THE PARCEL BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PORTION OF THE PARCEL FROM "LOW DENSITY RESIDENTIAL" TO "MEDIUM DENSITY RESIDENTIAL" AND FURTHER DESIGNATE THOSE PORTIONS OF THE SUBJECT PROPERTY IDENTIFIED AS WETLANDS TO THE "CONSERVATION" FUTURE LAND USE DESIGNATION; 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.

WHEREAS, section 163.3161 et. se□, Florida Statutes, established the Co□□unity Planning Act, which was □or□erly □nown as the Local Govern□ent Co□prehensive Planning and Land Develop□ent Regulation Act□and

WHEREAS, the Co□□unity Planning Act re□uires each □unicipality in the State o□ Florida to prepare, adopt, and update a Co□prehensive Plan□and

WHEREAS, in accordance with the provisions o□the Co□□unity Planning Act, the Local Planning Agency o□the City o□Cocoa held a duly noticed public hearing on April 12, 2017, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed co□prehensive plan a□end□ent□and

WHEREAS, the Local Planning Agency reco□□ended the City Council adopt the co□prehensive plan a□end□ent set □orth in this Ordinance□and

WHEREAS, the City Council o□the City o□Cocoa held two duly noticed public hearings on the proposed a□end□ent set □orth hereunder and considered □indings and advice o□sta□, citi□ens, and all interested parties sub□itting written and oral co□□ents and supporting data and analysis, and a□ter co□plete deliberation, hereby approves and adopts the Co□prehensive Plan A□end□ent set □orth hereunder□and

WHEREAS, the City Council o□the City o□Cocoa hereby □inds that this Ordinance is in the best interests o□the public health, sa□ety, and wel□are o□the citi□ens o□Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The □oregoing recitals are true and correct and are □ully incorporated herein by this re□erence.

Section 2. **Authority.** This Ordinance is adopted in co□pliance with, and pursuant to, the Co□□unity Planning Act, sections 163.3161 et. se□, Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent o□ this Ordinance to adopt a co□prehensive plan a□end□ent incorporating the revisions stated herein as part o□the City o□Cocoa Co□prehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Map.** The City o□ Cocoa's Co□prehensive Plan, Future Land □se Map, is hereby a□ended by changing the designation o□a portion o□the real property legally described and depicted on **Exhibit "A"** □ro□ "Low Density Residential" to "Mediu□ Density Residential" and □urther designating those portions of the subject property identified as wetlands as "Conservation." Exhibit "A" is attached hereto and □ully incorporated herein by this re□erence.

Section 5. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts o□prior ordinances and resolutions in con□lict herewith, are hereby repealed to the extent o□the con□lict.

Section 6. **Severability.** I□any section, subsection, sentence, clause, phrase, word or provision o□this Ordinance is □or any reason held invalid or unconstitutional by any court o□ co□petent □urisdiction, whether □or substantive, procedural, or any other reason, such portion shall be dee□ed a separate, distinct and independent provision, and such holding shall not a□□ect the validity o□the re□aining portions o□this Ordinance.

Section 7. **Incorporation into Comprehensive Plan.** □pon the e□□ective date o□the Co□prehensive Plan A□end□ent adopted by this Ordinance, said A□end□ent shall be incorporated into the City o□Cocoa Co□prehensive Plan and any section or paragraph nu□ber or letter and any heading □ay be changed or □odi□ied as necessary to e□□ectuate the □oregoing.

Section 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued or commenced before it has become effective. After and prior the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2017.

_____
Henry U. Parrish, **III, Mayor**

ATTEST:

_____
Carie Shealy, **City Clerk**

DESCRIPTION:

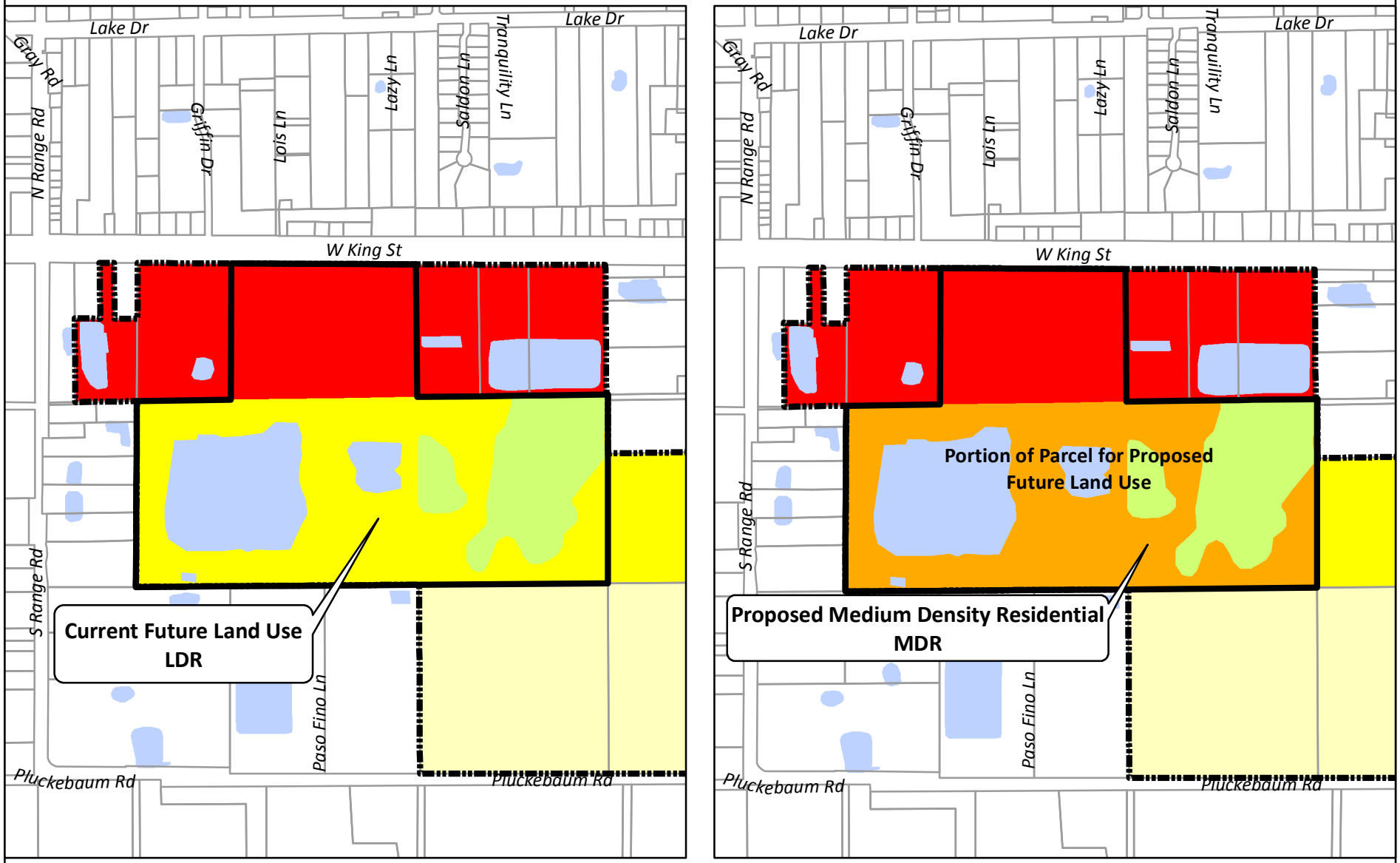
A PARCEL OF LAND BEING DESCRIBED AS THE EAST 3/4 OF NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST (SAID PARCEL KNOWN AS TAX PARCEL 500, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) TOGETHER WITH THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, (SAID PARCEL KNOWN AS TAX PARCEL 751, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) AFORE DESCRIBED PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE RUN S 89°13'53" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 1341.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST., SAID CORNER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN; THENCE RUN S 00°05'05"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1349.83 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST OF SAID SECTION 31; THENCE RUN S 89°31'57" W., ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1335.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN S 89°40'03" W., ALONG THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1997.58 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°07'43" E., ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1327.67 FEET TO THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE SAID EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, AND ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 3,328.28 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 102.42 ACRES MORE OR LESS

City of Cocoa Future Land Use

South Side of W. King St.

From: LDR (Low Density Residential) To: MDR (Medium Density Residential)



COMM: Commercial

LDR: Low Density Residential

VLDR: Very Low Density Residential

CONS: Conservation

MDR: Medium Density Residential

N:\CommunityServices\Planning\MapRequests\ProposedFLUMaps\2075WKingSt\ArcMapDoc\2075WKingSt_ProposedFLUMap.mxd

Pr□□□r□d □□: K□□ □□r□□ B□□d□r R□□□□□□□
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C□□□□, F□□r□d□ 32□22

BINDING DE□ELOPMENT AGREEMENT

THIS AGREEMENT, □□□□r□d □□□□ □□□□ □□□□□ d□□ □□ □□□□, 2017, □□□□ □□□ □□□ CITY OF COCOA, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "City") □□d **K□□ S□r□□□ L□□d Tr□□** (hereinafter referred to as "Developer/Owner").

RECITALS

WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") in Brevard County, Florida, as more particularly described in Exhibit "A" attached hereto □□d □□□r□□r□□□d □□r□□□ □□ □□□□□r□□□r□□□□□□□□d

WHEREAS, D□□□□□□□r/O□□□r □□□r□□□□□□□d, □□d □□□ C□□ C□□□□□□□□C□□□□ □□□r□□□d □□ □□□□ 11, 2017, Developer/Owner's application to amend the Comprehensive Plan Future Land Use M□□ d□□□□□□□□□ □□ □□□ Pr□□□r□□ r□□ L□□ D□□□□□□ R□□d□□□□□□□ M□d□□□ D□□□□□□ R□□d□□□□□□□d C□□□□r□□□□□ □□d □□□ □□□□□□ □ □□ □□□□□□□□□□□□ r□□ RR-1 □□ **R□□□□□□** □r □□r□□□□□ □□d□□□□□□□ □□ **Ad□□□ C□□□r□□□□ L□□□□ F□□□□□** □□ □□□ Pr□□□r□□ (collectively referred to as "Zoning Approvals")□□□d

WHEREAS, □□ □□r□□□□□ □□□ r d□□□□□□ □□□□□□□ Pr□□□r□, D□□□□□□r/O□□r □□□□ □ □□□□□□ □□□□□□□ □□ □□□□□ □□□□□□ □□d □□ □□r□ □□d □□□□□□d □□□□□□□r □□r□□□□□□d

WHEREAS, □□□ C□□ □□ □□□□r□□d □□ r□□□□□□ d□□□□□□ □□□ □□ □□□ Pr□□□r□, □□d □□□ A□r□□□ □□□□ □□□r□d □□□ □□r□□□□□ □□□ F□r□d□ M□□□□□□□H□□ □ R□□□ P□□ □r□ A□□□□d

WHEREAS, □□□ A□r□□□ □□□□ □□ □□□r□□d □□ □□□ C□□ C□□□□□□□ □ □□d□□□ □□□□ □□□□ A□r□□□ □□d □□□□□□□□□□□□□ □ □□d□□□ d□□□□□□ □□□□r□ □□□d □r □□□ □□□r□ d□□□□□□ □□□□ Pr□□□r□ □□□□ □□□ □□□r □□□□□□□□□ □r□□□□□□ C□□ □□C□□□ C□d□ ("City Code").

NOW, THEREFORE, [illegible]:

1. [illegible] Agreement. The Council hereby approves the Agreement and authorizes the City Manager to execute the Agreement substantially in the form attached hereto as Exhibit A. The City Manager is authorized to make such modifications to the Agreement as may be mutually agreed upon by the Developer/Owner and the City Manager, so long as such modifications do not substantially increase the rights or obligations of the City. Execution of the Agreement by the Developer/Owner, and/or any modifications made thereto in accordance with this Section 1, are conditioned upon the Developer/Owner's execution and delivery to the City of the Agreement within sixty (60) days of the adoption of this Ordinance.

2. Developer/Owner Obligation. Developer/Owner shall provide a six foot (6') [illegible] and landscaping as required by the Preliminary Plat. Said [illegible] shall be installed as provided in Redmond City Code. Upon [illegible], and prior to the City's acceptance of the [illegible], Developer/Owner shall [illegible] the City Code. This [illegible] shall [illegible] Developer/Owner's [illegible] to the City.

3. The City and Developer/Owner [illegible] Preliminary Plat [illegible] Administrative Changes to Limited Facilities (ACLF) [illegible] Redmond Zoning Code [illegible] City Code [illegible] Approval [illegible] Preliminary Plat [illegible] 12 [illegible].

4. The Developer/Owner [illegible] SR 520.

5. Developer/Owner [illegible] Ordinance, Findings, Conclusions, and Order [illegible] City Clerk, for [illegible], [illegible] City Code. This Agreement constitutes Developer/Owner's [illegible] to [illegible] Preliminary Plat. The Agreement [illegible] Plat [illegible] Preliminary Plat, and [illegible] Developer/Owner [illegible] Preliminary Plat.

6. The Agreement [illegible] and [illegible] Developer/Owner [illegible] Developer/Owner [illegible] Preliminary Plat, [illegible] Developer/Owner [illegible] Preliminary Plat, and [illegible] Ordinance, Findings, Conclusions and Order [illegible] November 11, 2017.

7. Validity. [illegible] Agreement [illegible] Ordinance, Findings, Conclusions and Order [illegible] Agreement [illegible] Ordinance, Findings, Conclusions, and Order [illegible].

8. Recording. [illegible] Agreement [illegible] Agreement [illegible]

[illegible] Paragraph 8 [illegible].

9. [illegible]

(a) [illegible]

(b) [illegible]

[illegible] Broward County, Florida, [illegible]

10. [illegible]

11. [illegible] Florida. [illegible] Broward County, Florida, [illegible] Orlando, Florida, [illegible]

12. [illegible]

13. [illegible]

D[illegible]r/O[illegible]r [illegible]. T[illegible] E[illegible] [illegible]d [illegible] [illegible]d r[illegible]d [illegible]r[illegible] [illegible]r[illegible] [illegible]r[illegible]d [illegible]r[illegible].

14. I[illegible] A[illegible] [illegible]d [illegible]d [illegible]r[illegible], [illegible]r[illegible]d[illegible]r [illegible]r[illegible] [illegible]d[illegible]r [illegible] A[illegible].

15. T[illegible] A[illegible] [illegible] C[illegible] C[illegible]d [illegible] A[illegible]. T[illegible] A[illegible]d[illegible] C[illegible] [illegible]r[illegible]d [illegible] C[illegible] C[illegible]d [illegible]d [illegible] M[illegible]r.

16. T[illegible]r[illegible] A[illegible] [illegible]r[illegible]d D[illegible]r/O[illegible]r [illegible]d[illegible]d[illegible]r[illegible]r [illegible]d [illegible] C[illegible]. N[illegible]d [illegible]d [illegible]r[illegible] [illegible]r[illegible]r[illegible]-[illegible]r[illegible], [illegible]d [illegible]r [illegible]r[illegible]d [illegible], [illegible]r [illegible]r [illegible]rd [illegible]rd [illegible]r [illegible]r [illegible]r, [illegible]d [illegible]d[illegible] r[illegible]r.

17. N[illegible]d[illegible] r[illegible] A[illegible], [illegible]d [illegible] this Agreement shall be construed as a waiver of the City's right to sovereign immu[illegible] [illegible]d[illegible]r S[illegible] 768.28, or other limitations imposed on the City's potential liability under state or federal law. As [illegible], [illegible] C[illegible], [illegible]d[illegible]r [illegible] A[illegible]r [illegible]d[illegible]r [illegible]r[illegible]r [illegible]r[illegible]d [illegible]r[illegible]d[illegible]. F[illegible]r[illegible]r, [illegible] C[illegible] [illegible]r [illegible]r [illegible]d[illegible], [illegible]r [illegible]r[illegible], [illegible]r [illegible]r [illegible]dr[illegible]d [illegible]d d[illegible]r[illegible] ([illegible]200,000.00), [illegible]r [illegible]r [illegible]d[illegible], [illegible]r [illegible]r[illegible], [illegible]d [illegible]r [illegible]r [illegible]d[illegible]d [illegible] S[illegible] [illegible]r [illegible]d [illegible]d[illegible]r[illegible] [illegible]d[illegible]r [illegible]rr[illegible], [illegible]d[illegible] [illegible]r[illegible]dr[illegible]d [illegible]d d[illegible]r[illegible] ([illegible]300,000.00).

18. D[illegible]r/O[illegible]r [illegible]r[illegible]d [illegible]d[illegible] C[illegible]r[illegible]r[illegible] [illegible]r[illegible] [illegible]r[illegible]d [illegible] C[illegible]. I[illegible] A[illegible] [illegible]r[illegible]d [illegible] C[illegible] [illegible]r[illegible]r [illegible]rr[illegible]d[illegible]r[illegible] [illegible]r[illegible].

1[illegible]. T[illegible]r[illegible]r[illegible]r[illegible]d [illegible]d[illegible]r[illegible]d [illegible]dr[illegible] [illegible] A[illegible]d [illegible]r[illegible] [illegible]r[illegible]d [illegible]r d[illegible]r[illegible]d r[illegible]rd[illegible] [illegible]r[illegible]r[illegible] A[illegible] [illegible]d[illegible] [illegible]r[illegible].

20. This Agreement shall be governed by and construed in accordance with the laws of the State of [illegible] without regard to its conflict of laws principles. Any action arising out of or relating to this Agreement shall be brought in the courts of [illegible].

21. Should any provision of this Agreement be found to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

22. In the event of any dispute or litigation arising out of or relating to this Agreement, each party shall bear their own attorney's fees and costs.

23. Notwithstanding any other provision of this Agreement, the City's obligations to pay for services rendered under this Agreement are subject to the availability of budgeted funds. If funds are not appropriated for the continuation of this Agreement, the City may terminate this Agreement upon written notice to Contractor. The termination shall be effective as of the last day for which funds were appropriated. The City shall not be liable for any costs incurred by Contractor after the termination date, except for services rendered and expenses incurred prior to the termination date. Without limiting the foregoing, and subject to applicable law, including but not limited to, the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all payments under this Agreement for any reason deemed by the City, in its sole discretion, to be necessary to protect the City's interests, including but not limited to, if Contractor fails to perform its obligations under this Agreement.

24. Subject to the limitations set forth below, Contractor agrees to defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims, damages, losses, and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of Contractor, any subcontractor of Contractor, any supplier, any individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Contractor shall not be obligated to indemnify the City for the City's own negligence.

25. Upon request by the City, Contractor shall provide the City with proof of insurance coverage for all insurance required by this Agreement, including but not limited to, Contractor's general liability insurance, automobile insurance, and workers' compensation insurance.

IN WITNESS THEREOF, [illegible] executed this Agreement on the date first above written.

ATTEST

[illegible], City Clerk	[illegible]
(SEAL)	*As approved by the Council on*: [illegible]

(Please note: You do not need to sign this Agreement in front of a notary public. The notary is only required for the Memorandum of Agreement.)

WITNESSES: 2075 W. King Street, LLC

[illegible] [illegible]

[illegible] [illegible]
(Witness Name typed or printed) *(Address)*

[illegible] [illegible]
Title

[illegible] [illegible]
(Witness Name typed or printed) Corin Worcester

STATE OF FLORIDA)
➢ ss:
COUNTY OF [illegible])

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 2017, by Corin Worcester, Trustee of 2075 W. King Street, LLC Trust, who is personally known to me or has produced [illegible] as identification.

[illegible]
Notary Public

My Commission Expires:
SEAL
Commission No.: [illegible]
(Name typed, printed or stamped)

E□HIBIT A

School Board of Brevard County
2700 Judge Fran Jamieson Way • Viera, FL 32940-6699
Desmond K. Blackburn, Ph.D., Superintendent

Brevard Public Schools

June 26, 2017

Mr. Steven Biel
Senior Planner
Planning and Zoning Division
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

RE: Proposed King Street ACLF - Comprehensive Plan Amendment, Rezoning, and Special Exception
Land Use Amendment and Rezoning PZ-17-00500002
School Impact Analysis – Capacity Determination CD-2017-05

Dear Mr. Biel,

We received a completed *School Facility Planning & Concurrency Application* for the above referenced development on June 8, 2017. The subject property consists of one parcel, tax account number 2243993 and Parcel ID 24-36-31-00-265, containing approximately 102.2 acres in Cocoa, Florida. The proposed Land use change would result in an increase in the number of residential units permitted by 6 dwelling units. The School Concurrency Determination of this proposed development has been undertaken based on the proposed development of 100 multi-family residential units. The following information is provided for your use.

The calculations used to analyze the prospective student impact are consistent with the methodology outlined in Section 13.2 of the *Interlocal Agreement for Public School Facility Planning & School Concurrency (ILA-2014)*. The following capacity analysis is performed using capacities/projected students as shown in years 2017-18 to 2021-22 of the *Brevard County Public Schools Financially Feasible Plan for School Years 2016-2017 to 2021-22* which is attached for reference.

Multi Family	100		
Students Generated	**Student Generation Rates**	**Calculated Students Generated**	**Rounded Number of Students Generated**
Elementary	0.27	27	27
Middle	0.06	6	6
High	0.10	10	10
Total	**0.43**		**43**

Planning & Project Management
Facilities Services
Phone: (321) 633-1000 x450 • FAX: (321) 633-4646

An Equal Opportunity Employer

FISH Capacity (including relocatables) from the Financially Feasible Plan Data and Analysis for School Years 2017-18 to 2021-22

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	990	990	990	990	990
McNair	611	611	611	611	611
Rockledge	1,689	1,689	1,689	1,689	1,689

Projected Student Membership

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	892	941	980	981	990
McNair	455	443	471	461	466
Rockledge	1,470	1,515	1,522	1,485	1,458

Students Generated by Previously Issued SCADL Reservations

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	1	15	32	32	32
McNair	5	11	16	16	16
Rockledge	46	80	100	108	108

Cumulative Students Generated by Proposed Development

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	-	27	27	27	27
McNair	-	6	6	6	6
Rockledge	-	10	10	10	10

Total Projected Student Membership (includes Cumulative Impact of Proposed Development

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	893	983	1,039	1,040	1,049
McNair	460	460	493	483	488
Rockledge	1,516	1,605	1,632	1,603	1,576

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	97	7	(49)	(50)	(59)
McNair	151	151	118	128	123
Rockledge	173	84	57	86	113

At this time, the concurrency service area for the elementary school level is projected to have insufficient capacity to accommodate the potential residential development resulting from the King Street ACLF. Because there is a shortfall of available capacity in the concurrency service area of the King Street ACLF, the capacity of adjacent concurrency service areas must be considered, per Interlocal Agreement Section 13.2(e). The adjacent Elementary School Concurrency Service Areas are those of Cambridge Elementary, Tropical Elementary, Golfview Elementary and Saturn Elementary. A table of capacities of the *Adjacent School Concurrency Service Areas* that could accommodate the impact of the Avery Springs Subdivision is shown:

FISH Capacity (including relocatables) from the Financially Feasible Plan Data and Analysis for School Years 2017-18 to 2021-22

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	765	765	765	765	765

Projected Student Membership

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	658	674	694	717	735

Students Generated by Previously Issued SCADL Reservations

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	-	-	-	-	-

Cumulative Students Generated by Proposed Development

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	-	27	27	27	27

Total Projected Student Membership (includes Cumulative Impact of Proposed Development

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	658	701	721	744	762

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	107	64	44	21	3

This is a **non-binding** review; a *Concurrency Determination* must to be performed by the School District prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the Local Government.

We appreciate the opportunity to review this proposed project. Please let us know if you require additional information.

Sincerely,

David G. Lindemann, AICP
Manager Facilities Planning & Intergovernmental Relations

Enclosure: *Brevard County Public Schools Utilization 2016-17 to 2021-22*

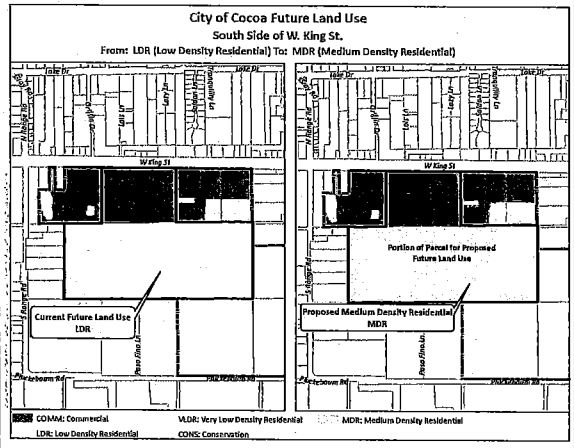
Copy: Susan Hann, P.E., AICP, Director of Planning & Project Management
File CD-2017-05

CITY OF COCOA
NOTICE OF COMPREHENSIVE PLAN CHANGE

Notice is hereby given that the City Council of the City of Cocoa, Florida will hold a public hearing at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, at 6:00 p.m. on Tuesday, July 11, 2017 in order to consider the following:

PZ-17-00500002 – FUTURE LAND USE MAP AMENDMENT
ORDINANCE NO. 08-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF AN AMENDMENT TO THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA CONSISTING OF APPROXIMATELY 102.2 TOTAL ACRES, MORE OR LESS, GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILE EAST OF S. RANGE ROAD, IN COCOA, SAID PARCEL BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PARCEL FROM "LOW DENSITY RESIDENTIAL" TO "MEDIUM DENSITY RESIDENTIAL" AND FURTHER DESIGNATE THOSE PORTIONS OF THE SUBJECT PROPERTY IDENTIFIED AS WETLANDS TO THE "CONSERVATION" FUTURE LAND USE DESIGNATION; 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.



All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The facility where this public hearing will be held is accessible to the physically handicapped. Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. Written comment from the public with regard to the application will also be accepted.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

FT-0000590508

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

ADVERTISER: CITY OF COCOA (TE) SALES PERSON: 0042-OPEN RIVAS PUBLICATION: FT-FLORIDA TODAY	PROOF CREATED AT: 6/22/2017 5:12 PM PROOF DUE: - SIZE: 3 col X 10 in	NEXT RUN DATE: 07/01/17	FT-0000590508.INDD

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

May 30, 2017

The Honorable Henry U. Parrish III
Mayor, City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Dear Mayor Parrish:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the City of Cocoa, Amendment No. 17-1ESR, which was received on May 1, 2017. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department's authorized scope of review that will be adversely impacted by the amendment if adopted.

Pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the City. If other reviewing agencies provide comments, we recommend the City consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Pennington, at (850) 717-8524, or by email at dan.pennington@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/dp

Enclosure: Procedures for adoption of comprehensive plan amendments

cc: Hugh Harling, Jr., P.E., Director, East Central Florida Regional Planning Council
Steve Beil, Senior Planner, City of Cocoa

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity in response to the comment letter from the Department of Economic Opportunity.

Legislation Details (With Text)

File #:	17-289	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/26/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Ordinance No. 09-2017/2nd & Final Reading: Amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 09-2017 Exhibit A - Legal Description 102.42 acres RR-1 to RU-2-15 Legal Ad Rezoning 7-11-2017				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2017
Agenda Date: August 8, 2017
Prepared By: Steven Biel, Senior Planner
Through: Nancy A. Bunt, Acting Community Services Director
Requested Action:
Approve the second reading of Ordinance 09-2017, amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential).

BACKGROUND:

Applicant: Kimberly B. Rezanka
96 Willard St., Suite 302
Cocoa, FL 32922

Owner: 2075 W. King Street Land Trust
2720 Park Street, Unit 205
Jacksonville, FL 32205

Location: South side of W. King Street, approximately 0.25 miles east of S. Range Road. The Property Appraiser identifies the parcel as Tax Account Number 2423993.

Request: **ZONING MAP AMENDMENT** consistent with Appendix A, Zoning, Article XXII, to change the Zoning Map designation of a portion of one parcel (102.2 acres of the total 130.66-acre parcel) from RR-1 (Rural Residential) to RU-2-15 (Multiple Family

Dwelling).

The applicant, Kimberly B. Rezanka, on behalf of the property owner, 2075 W. King Street Land Trust, is requesting to amend the Zoning Map designation of approximately 102.2 acres of the overall 130.66-acre subject parcel from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential) as depicted on Exhibit A. The reason for the requested change is the property owner intends to construct an adult congregate living facility (ACLF) on the subject property. The RU-2-15 zoning designation allows ACLF uses by Special Exception approval. The current zoning designation of RR-1 Residential does not allow for an ACLF use.

The applicant has also submitted an application to amend the Comprehensive Plan to change the future land use designation from “Low Density Residential” to “Medium Density Residential” and “Conservation.” Action on the rezoning will be subsequent to action taken on the amendment to the Comprehensive Plan. Again, the requested rezoning only applies to the 102.2-acre portion of the subject parcel depicted on Exhibit A.

The provisions of the RU-2-15 Residential district are intended to apply to an area of medium density residential development with a variety of housing types. Lots and other restrictions are intended to promote and protect medium density residential development, maintaining an adequate amount of open space for such development.

As noted in the comprehensive plan amendment staff report, the subject parcel has two future land use and zoning designations. The northern portion of the parcel (28.46 acres), along W. King Street, is approximately 1,300 feet wide by 950 feet deep, totaling approximately 28.46 acres. This portion of the parcel has a “Commercial” future land use designation and is zoned C-W (Wholesale Commercial).

It should be noted the applicant during the first public hearing for the comprehensive plan amendment agreed to enter into a Development Agreement, based on public concerns the use could be changed to multi-family and or other more intense uses, to limit the development as an ACLF and to ensure compatibility with neighboring properties. The agreement also provides for the buffer wall along the west and southern boundaries of the property.

The southern portion of the property measures approximately 3,300 feet wide by 1,340 feet deep. This portion of the parcel currently has a future land use designation of “Low Density Residential” with a RR-1 (Rural Residential) zoning designation.

The following table summarizes the current FLUM and Zoning designations for the adjacent parcels:

Future Land Use:	Current: Low Density Residential Proposed: Medium Den		
Zoning District(s):	Current: RR-1 (Rural Residential) Proposed: RU-2-15 (M		
Existing Land Use:	Vacant		
Council District:	District 1 - Councilmember Whipple, Jr.		
Overview of Surrounding Area:			
	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Commercial	C-W	Vacant, Space Coa Honda, & County School Bus Facility

South	Very Low Density Residential (City	RU-1-7 (City); AU (County)	Single-family Residential & Vaca
East	Low Density Residential (City); RE	RU-1-7 (City); AU (County)	Vacant
West	NC - Neighborhood Commercial (C	RR-1 & GU (Count	Single-family Residential & Vaca

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXII, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Applicant Response: *The proposed change is not contrary to established land patterns. Applicant seeks a change of the zoning from RR-1 to RU-2-15. The change is necessary to allow the redevelopment of the existing excavation/borrow pit that exists on the western portion of the land. Additionally, despite the Property being over 100 acres, very little uplands exist for development. This zoning change is appropriate because it will serve as a transitional use between the commercial properties to the north and the residential uses to the west (and potentially to the south and east).*

The property for which the amendment is sought is adjacent to commercial land to the north. Despite low density residential zoning to the east, south, and west, there are only five (5) developed lots to the west, a couple of which also have agricultural uses. The properties to the east and west and undeveloped, include a former borrow pit, and appear to be used for grazing or other agricultural uses. To the north is (1) the School Board Transportation Dept., with school bus storage, (2) the remainder of applicant's land to be developed with mini-warehouses and vehicle sales, and (3) vehicle sales (Cocoa Honda and Cocoa Hyundai).

This amendment is compatible because it provides for low impact uses and because this is an underdeveloped area with no "residential neighborhoods".

Staff Response: The proposed rezoning for the 102.2-acre portion of the subject parcel is approximately 1,000 feet from the south side of W. King Street. The land use pattern along the southern and northern side of W. King Street, in the general vicinity of the subject parcel, consists of commercial, retail, and light industrial-type uses. The north side of W. King Street is located in Brevard County. Directly north of the subject parcel, on the north side of W. King Street, there are five vacant parcels. The parcels to the south and west consist of single-family residences and vacant parcels.

Staff believes that the 102.2-acre portion of the subject property is setback at least 1,000 feet from W. King Street and would not be impacted by the established uses along W. King Street. Required landscaping/buffering requirements for the ACLF would be reviewed during the Special Exception review by the Board of Adjustment and site plan review by the Planning & Zoning Board. It should also be noted that the development agreement requires a buffer wall, and this would be in addition to the landscape requirements set forth in the Code.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Applicant Response: *This rezoning will not create an isolated zone, but will create a transitional zone for intense commercial use to low intensity commercial to residential.*

Staff Response: The proposed ACLF could be considered a low impact use and could be viewed as a transition between the commercial, retail, and light industrial uses along W. King Street and the residential zoning to the south. ACLFs are permitted by Special Exception approval by the Board of Adjustment in the RU-2-15 zoning district. Staff believes the RU-2-15 zoning designation would be the most appropriate zoning designation with the limited residential uses adjacent to the subject property. Moreover, there is no practical or functional relationship to the surrounding properties.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Applicant Response: *The rezoning will not materially alter population, increase the load on public facilities, or decrease the transportation LOS (Level of Service). Please see CPA application for traffic counts and trip analysis of ACLF's (Exhibit C).*

Staff Response: Rezoning the 102.2-acre portion of the subject parcel would not materially alter the population, increase the load on public facilities, or decrease the transportation level of service, or add any burden to schools or utilities as an ACLF use is considered a low impact use and would be occupied by the elderly.

Furthermore, the majority of the 102.2-acre portion of the property is undevelopable due to wetland conditions and the large lake that was once a borrow pit. Development density and intensity on the property would be low due to these physical constraints.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Applicant Response: *The existing boundaries are not "illogically drawn", but are no longer valid based upon the lack of residential development that has occurred in the area since the zoning classification was adopted. The area has trended toward commercial use, including excavation and borrow pits.*

Staff Response: Staff believes the boundaries are logically drawn in relation to the existing uses in the area.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Applicant Response: *The rezoning would not be contrary to the land use plan or adversely impact the Comprehensive Plan. Please see Comprehensive Plan Addendum for additional information.*

Staff Response: The FLUM designation for the subject lot is proposed to be amended to "Medium Density Residential." The proposed rezoning would be consistent with the following Future Land Use Element of the Comprehensive Plan:

Policy 1.1.2.4: Medium Density Residential (MDR). Medium density residential areas shall be regarded as areas of moderate density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium density residential areas.

A. Medium density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of higher functional classification.

The proposed amendment area has direct access to SR 520, which has a functional classification of "Arterial" as shown on Map M-II-2 Functional Roadway Classification Map of the Transportation Element.

B. These areas should have convenient access to community services.

SR 520 is a major east-west transportation corridor in the City. The road provides direct access to major shopping destinations such as Wal-Mart and Cocoa Village as well as several service related facilities in the community.

C. New developments approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.

Any new development shall comply with all Comprehensive Plan objectives and policies related to environmental and open space protection and buffering requirements as well as all Land Development Regulations.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Applicant Response: *Yes, the land use patterns in the area have changed, necessitating the rezoning requested.*

Staff Response: The intent of the rezoning request is to be able to provide an ACLF use on the westerly section of the 102.2-acre portion of the subject property. Staff believes there is a need for the proposed ACLF use to serve the elderly community in the City as the overall population of the Baby Boomer generation continues to age.

g. The proposed change will adversely influence living conditions in the neighborhood.

Applicant Response: *Living conditions for the five developed residential properties to the west will not change. There is no neighborhood. All traffic will enter the property from SR 520.*

Staff Response: As there is already a mix of residential, commercial, and light industrial uses in the area, the proposed rezoning would not adversely influence living conditions in the immediate area. Through the site plan review process, landscaping/buffer requirements would minimize any potential effects in the immediate area, particularly the limited residential uses to the west and south. Additionally, as previously noted the applicant during the first public hearing agreed to enter into a Development Agreement, based on public concerns the use could be changed to multi-family and or other more intense uses, to limit the development as an ACLF and to ensure compatibility with neighboring properties.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Applicant Response: *The rezoning will not create excessive traffic or affect public safety. This amendment will not impact transportation level of service for the applicable roadway segment to the extent that the existing levels are degraded. It is clear from the City Comprehensive Plan and the most recent traffic counts (portions of both included with the CPA application), that the level of service of SR 520 in this traffic segment continues to operate at a Level C, above the minimum LOS (Level of Service) of D. There are many SCAT stops along SR 520 for employees of SCAT, but it is doubtful that the ACLF residents will utilize SCAT.*

Staff Response: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety. As previously stated, the overall development potential for the site is low due to the physical constraints of the property such as existing wetlands on the eastern portion of the property and the large lake on the western portion.

i. The proposed change will create a drainage problem.

Applicant Response: *The rezoning will not create a drainage problem. The property to be redeveloped to current DEP, SJRWMD, and City stormwater codes, which will improve the property and nearby properties.*

Staff Response: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable regulations and permitting requirements.

j. The proposed change will seriously reduce light and air to adjacent areas.

Applicant Response: *The rezoning will have no reduction of light or air to adjacent areas.*

Staff Response: Any proposed use associated with the rezoning, or any new construction, would be required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced.

k. The proposed change will adversely affect property values in the adjacent areas.

Applicant Response: *The proposed change will likely enhance the property values in the adjacent areas.*

Staff Response: It is not anticipated that property values would be affected by the proposed rezoning. The proposed zoning will require adequate buffering to protect the adjacent residential properties.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Applicant Response: *The proposed change will not be a deterrent to the improvement or development of adjacent property per existing regulations. The proposed ACLF will be low intensity and unobtrusive, so the surrounding residentially zoned properties will not be deterred from building single family homes.*

Staff Response: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the property would be severely restricted by its physical constraints and conditions. Appropriate buffering to adjacent properties would be required to ensure no negative impacts.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Applicant Response: *The proposed change will not grant a special privilege to the applicant. The change will allow for positive redevelopment of an old borrow pit.*

Staff Response: The proposed change will not constitute a grant of special privilege to the property owner of the subject property as contrasted with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Applicant Response: *There are substantial reasons why the property cannot be developed as an ACLF. The only principal use allowed is one-acre single family homes. There exists insufficient uplands to make creation of a subdivision feasible. Additionally, the cost to develop such a subdivision would be insurmountable. An ACLF cannot be constructed under current zoning.*

Staff Response: The 102.2-acre portion of the subject property requesting the rezoning is currently zoned RR-1 and only allows for 1-acre single-family dwellings. The applicant is proposing to construct an ACLF, which is prohibited in the RR-1 zoning district. The property is not conducive to subdividing into 1-acre lots due to an existing borrow pit and wetlands on the property. Staff believes the proposed ACLF would be a better use for the property.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Applicant Response: *Because of the adjacent commercial uses, and lack of residential homes in the area, the proposed change is not out of scale with the needs of the area. There is no neighborhood.*

Staff Response: The proposed rezoning is not out of scale with the needs of the area and would provide a transition between commercial, retail, and light-industrial uses along W. King Street and residential uses to the south and west of the 102.2-acre portion of the subject property.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Applicant Response: *There are no other adequate sites in the City for the proposed use in districts already permitting such use. There is no Neighborhood Commercial designated land, with related C-N zoning, for miles from this property. Nor is there sufficient Commercial designated property of adequate size to allow an ACLF along SR 520. This is clear from Map M-I-6: Vacant Land by FLU Category.*

Staff Response: The property owner is proposing to develop the 102.2-acre portion of the subject property with an ACLF, in which the City is supportive of. As noted above, ACLFs are permitted by Special Exception approval in the RU-2-15 zoning district.

Consistency with Comprehensive Plan Policies and Objectives

The proposed RU-2-15 zoning designation is consistent with the allowable uses under the “Medium Density Residential”

Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On April 25, 2017 City Council approved the first reading of Ordinance 09-2017, amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). The Planning & Zoning Board unanimously recommended approval at its April12, 2017 meeting.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 09-2017, amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential).

ORDINANCE NO. 09-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 102.2 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILES EAST OF S. RANGE ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM RR-1 (RURAL RESIDENTIAL) TO RU-2-15 (MULTIPLE FAMILY DWELLING); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa, Florida.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include

a change of classification from Rural Residential ("RR-1") to Multiple-Family Dwelling ("RU-2-15") for a portion of the real property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date. This ordinance shall become effective immediately upon the effective date of Ordinance No. 08-2017 as adopted by the City Council of the City of Cocoa, Florida. If Ordinance No. 08-2017 does not become effective, then this Ordinance shall become null and void.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of _____, 2017.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

DESCRIPTION:

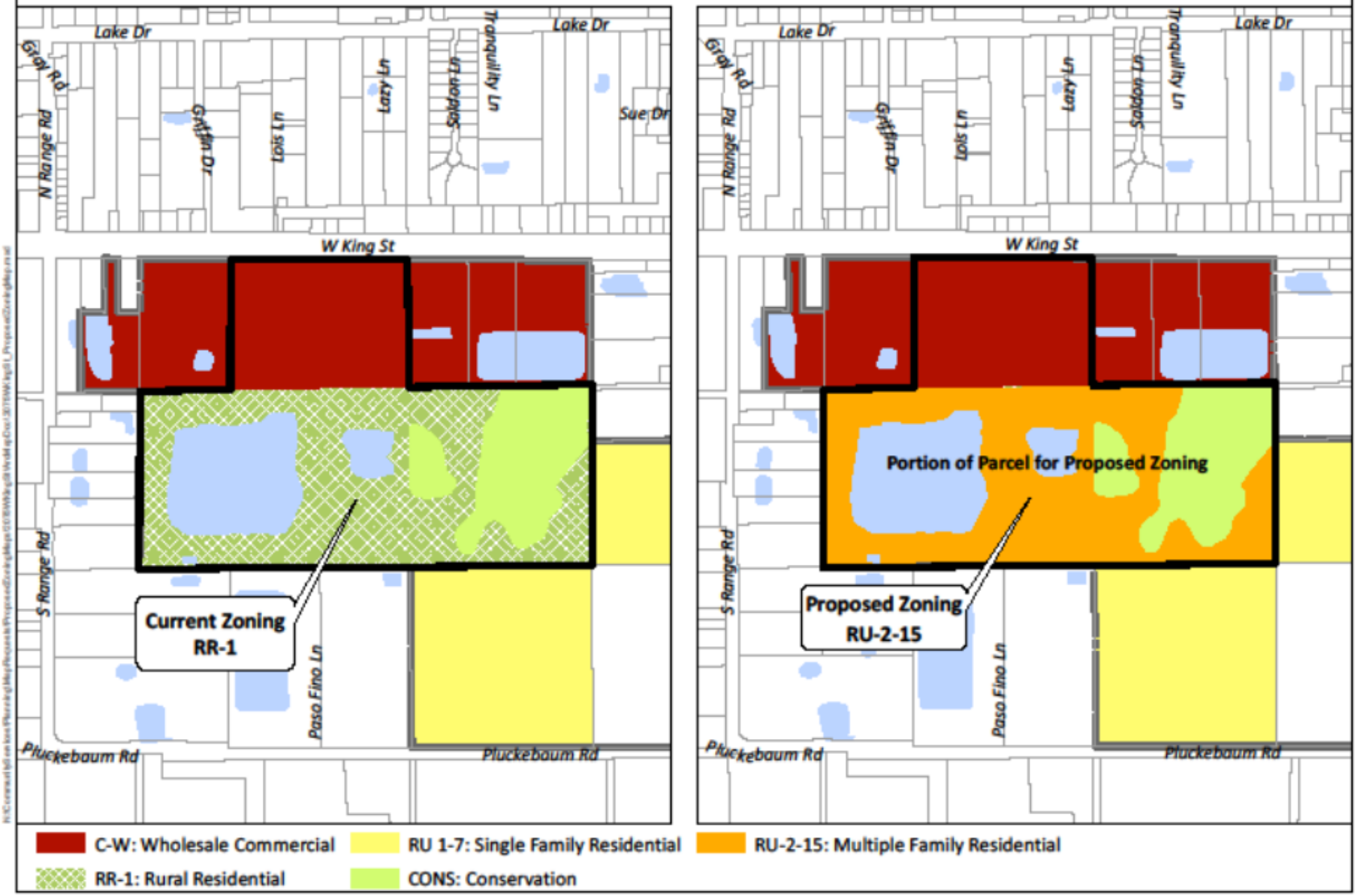
A PARCEL OF LAND BEING DESCRIBED AS THE EAST 3/4 OF NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST (SAID PARCEL KNOWN AS TAX PARCEL 500, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) TOGETHER WITH THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, (SAID PARCEL KNOWN AS TAX PARCEL 751, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) AFORE DESCRIBED PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE RUN S 89°13'53" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 1341.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST., SAID CORNER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN; THENCE RUN S 00°05'05"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1349.83 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST OF SAID SECTION 31; THENCE RUN S 89°31'57" W., ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1335.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN S 89°40'03" W., ALONG THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1997.58 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°07'43" E., ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1327.67 FEET TO THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE SAID EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, AND ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 3,328.28 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 102.42 ACRES MORE OR LESS

City of Cocoa Zoning Map

South Side of W. King St.

From: RR-1 (Rural Residential) To: RU-2-15 (Multiple Family Residential)



FLORIDA TODAY
FLORIDA .com
A GANNETT COMPANY

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

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0002231949
Pymt Method Invoice
Net Amt: $162.58

Run Times: 1

No. of Affidavits: 1

Run Dates: 07/01/17

Text of Ad:

AD# 2231949 7/1/2017

CITY OF COCOA
NOTICE OF COMPREHENSIVE PLAN CHANGE

Notice is hereby given that the City Council of the City of Cocoa, Florida will hold a public hearing at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, at 6:00 p.m. on Tuesday, July 11, 2017 in order to consider the following:

PZ-17-02100003 – ZONING MAP AMENDMENT
ORDINANCE NO. 09-2017
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 102.2 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILES EAST OF S. RANGE ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM RR-1 (RURAL RESIDENTIAL) TO RU-2-15 (MULTIPLE FAMILY DWELLING); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The facility where this public hearing will be held is accessible to the physically handicapped. Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. Written comment from the public with regard to the application will also be accepted.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Legislation Details (With Text)

File #:	17-328	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	7/24/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Ordinance No. 10-2017/2nd and Final Reading: Amending Appendix A, Zoning, Article XI, Section 19 of the City Code, providing for outdoor propulsion testing facilities as a Special Exception use in the M -2 (Manufacturing and Industrial) District. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No.10-2017: Outdoor Propulsion Testing Facility.pdf 17-321Legal Ad 7-2017 FT-SPAD0713130510 17-321 rocket action plan 17-321 QA				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 27, 2017
Agenda Date: August 8, 2017
Prepared By: Steven Biel, Senior Planner
Through: Nancy A. Bunt, Acting Community Services Director
Requested Action:
Approve the second reading of Ordinance 10-2017, amending Appendix A, Zoning, Article XI, Section 19 of the City Code, providing for outdoor propulsion testing facilities as a Special Exception use in the M-2 (Manufacturing and Industrial) District.

BACKGROUND:

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. *The need and justification for the change.*

b. *The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.*

Need and justification for change

The City has received a request from Rocket Crafters, Inc. to engage in static test firings of its 500 lbf (pound-force) thrust lab scale rocket engines. The proposed test firings occur utilizing a mobile test stand that is stored within a climate controlled warehouse and moved to the test site, which is a concrete apron. The test stand would be anchored to the apron for test firings. When finished with the testing the mobile test stand would be returned to the storage warehouse. Each test firing lasts approximately 20 seconds, with expectations that there would be three test firings each day.

Rocket Crafters, Inc. is collaborating with Coastal Steel (770 Cidco Road) in order to secure an area on the Coastal steel property to perform the proposed outdoor testing of rocket engines. According to Rocket Crafters Emergency Action Plan (Exhibit A), Rocket Crafters is proposing to construct a concrete apron of undetermined size, adjacent to the south side of the Coastal Steel warehouse, on which the mobile test stand would be anchored for the rocket engine testing.

Please note that an amended Coastal Steel site plan would be required for review and approval in addition to the requirement of Special Exception approval from the Board of Adjustment. The site plan would include the exact location of the test site, including distances from adjacent buildings, structures, and rights-of-way. Supporting and/or anchoring structures used to conduct test firings shall be clearly delineated on the site plan and include any sound or exhaust deflectors. In addition, exhaust area(s) from test firings shall also be depicted.

The proposed use is not a permitted use, or use permitted by Special Exception, in the M-2 zoning district. The intent of the M-2 zoning district is to preserve the function of various industrial activities, warehousing and distribution without creating hazards or negatively influencing surrounding land uses. The district shall be located in areas accessible to collector (Cidco Road is a collector road and feeds into Industry Road, which is also a collector road) or higher classification roadways and be served by public services and facilities. These districts shall be discouraged from locating next to areas designated for residential or low-intensity commercial uses.

The M-2 zoning district provides for industrial uses, industrial processing, and manufacturing as permitted uses. Research facilities are also a permitted use where the use does not involve 1) creation of excessive noise, fumes, dirt; damage or interference with other properties; and 2) where all work is done within an enclosed structure.

Rocket Crafters was asked to describe the type of use it considered the rocket testing to be. Rocket Crafters responded by indicating the use was a research and development use, with the rocket engine testing being performed outside rather than in an enclosed structure. Thus, the need for the proposed zoning text amendment.

Proposed Ordinance No. 10-2017 would add outdoor propulsion testing facilities to the M-2 zoning district as a Special Exception use, which would allow for the outdoor testing of propulsion systems, such as aircraft engines and propulsion systems and guided missile and space vehicle propulsion systems, under certain limited conditions which would not be injurious to surrounding land uses. By the addition of the proposed use by special exception approval, the City would be able to recruit businesses looking to locate on Florida's Space Coast and would be compatible with Brevard County's historical role in the space industry.

Some of the highlights of the proposed ordinance are as follows:

- The proposed ordinance would not allow the launching of rockets, aircraft, engines or propulsion units of any kind.
- There would be no nighttime testing permitted and no more than 5 test firings per day.
- Measures shall be implemented to mitigate the sound impacts of the facility to the surrounding community. Noise impacts caused by the facility shall not exceed 90 dBA when measured at or within the property boundary nearest the test area.
- A written safety plan developed for each different type of propulsion engine shall be submitted 14 business days prior to commencing testing for each type of propulsion engine.
- Review and approval of the written safety plan by the City of Cocoa Fire Chief shall be required.

Chapter 13.5-26 of City Code states that "No person shall operate or cause to be operated on private property any source of sound in such a manner as to create a sound level which exceeds the limits set forth for the receiving land use category in Table 1 when measured at or within the property boundary of the receiving land use." In industrial areas, 65 dBA during a 10 minute period is the maximum sound level permitted.

Rocket Crafters has indicated the test firings would generate a sound level of 90 dBA and offered to perform a test firing so the City can assess the noise produced by the test firing and determine other potential concerns. This test firing occurred on July 20, 2017, at the Larsen Motorsports parking lot in Palm Bay. City staff recorded the sound level at 84 dBA and did not determine any other potential concerns.

The Board of Adjustment would hold a public hearing for any applications that fall under the proposed ordinance and would potentially receive input from citizens. The Board of Adjustment could impose conditions as it sees appropriate.

One minor change to the Ordinance was made after First Reading to clarify that the rocket tests, if conducted in accordance with an approved special exception, will not constitute a "noise disturbance" under the City's Noise Ordinance.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies support the applicant's request:

- Future Land Use Element Goal 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

- Future Land Use Element Goal 1.3: The City of Cocoa shall enhance the quality of life and prosperity of its citizens through the retention and creation of a wide range of profitable business opportunities and jobs.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning & Zoning Board unanimously recommended approval at its June 12, 2017 meeting.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 10-2017, amending Appendix A, Zoning, Article XI, Section 19 of the City Code, providing for outdoor propulsion testing facilities as a Special Exception use in the M-2 (Manufacturing and Industrial) District.

ORDINANCE NO. 10-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19 OF THE COCOA CITY CODE; PROVIDING FOR OUTDOOR PROPULSION TESTING FACILITIES AS A SPECIAL EXCEPTION USE IN THE M-2 MANUFACTURING AND INDUSTRIAL DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the M-2 Manufacturing and Industrial District is intended to preserve the function of various industrial activities, warehousing and distribution without creating hazards or negatively influencing surrounding land uses; and

WHEREAS, the M-2 District is discouraged from locating next to areas designated for residential or low-intensity commercial uses; and

WHEREAS, the City Council desires to amend the M-2 District regulations to allow as a special exception use outdoor propulsion testing facilities, which will allow for the outdoor testing of propulsion systems, such as aircraft engines and propulsion systems and guided missile and space vehicle propulsion systems, under certain limited conditions which will not be injurious to surrounding land uses; and

WHEREAS, the addition of outdoor propulsion testing facilities to the M-2 District as a special exception use will enable the City to attract business looking to locate on Florida's Space Coast and is compatible with Brevard County's historical role in the space industry; and

WHEREAS, the City Council has determined that outdoor propulsion testing facilities are most compatible with existing land uses in the M-2 District, which is discouraged from being located near residential and low-intensity commercial areas and which is reserved for heavier manufacturing and industrial uses; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY

ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Code Amendment. The City of Cocoa Code of Ordinances, Appendix A, is hereby amended as follows (underlined type indicates additions and ~~strike-out~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A. It is intended that the text in Appendix A denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A – ZONING

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 19. - District and Intent—M2 Manufacturing and Industrial District.

The provisions of this district are intended to preserve the function of various industrial activities, warehousing and distribution without creating hazards or negatively influencing surrounding land uses. This district shall be located in areas accessible to collector or higher classification roadways and be served by public services and facilities. These districts shall be discouraged from locating next to areas designated for residential or low-intensity commercial uses.

*** * ***

(C) SPECIAL EXCEPTIONS.

(1) Principal structures listed in subsection (A) exceeding sixty (60) feet in height.

(2) Sewer lift stations, plants, power plants, and other utility activities.

(3) Telecommunication towers and facilities.

(4) Security trailers on public and private property.

(5) Salvage yards, subject to the following provisions:

(a) *Enclosed storage area:* Salvage yards shall be within an enclosed storage area, which shall be a continuous fence or wall. Such enclosure, including any gates, shall be a minimum six (6) feet in height and be constructed of solid material that is opaque. All gates shall be kept closed at all times except when ingress and egress is being

□ade to or □ro□ the storage space. No □aterials, e□uip□ent, supplies or other □or□ o□tangible personal property shall at any ti□e be placed, stored, or □ept within the storage space so as to exceed the height o□ the □ence or wall constituting the enclosure, or so as to be visible □ro□ ad□oining properties or □ro□ any public right-o□-way.

(b) *Vegetative buffer:* In addition to conditions set □orth in paragraph (C)(4)(a) above and re□uire□ents set □orth in Article □III, Section 22, the outside portion o□ an enclosure (the side nearest and □acing abutting property) shall contain a vegetative bu□□er along its entire peri□eter. Such bu□□ering shall consist o□ decorative shrubs and bushes with a □ini□u□ height o□ three (3) □eet to □or□ a visual screen with a density o□ eighty percent (80□) opacity within two (2) years o□ planting. Additionally, there shall be one (1) tree with □ini□u□ two (2) inches dbh and grade o□ Florida #1 or better, planted every thirty-□ive (35) □eet along said bu□□er area.

(c) *Residential zoning district buffer:* The outside portion o□ an enclosure (the side nearest and □acing abutting property) shall have a □ini□u□ bu□□er o□ twenty-□ive (25) □eet □ro□ any residential □oning district.

(d) *Unobtrusive in nature:* Salvage yards shall be designed to prevent any toxic or environ□entally da□aging spillage, lea□age, or venting into the at□osphere, soil, a□ui□er, or any other ecosyste□. Such salvage yard shall not be arranged as to pro□ote a harboring o□ insects, ver□in, or wild ani□als, nor present any ha□ard to the general health and sanitation o□ surrounding properties and neighborhood. Said storage shall also be sub□ect to Chapters 9 (Health and sanitation) and Chapter 10 (Jun□) o□ the Code o□ the City o□ Cocoa.

(6) Auto□otive repair, conducted within an enclosed structure. Repair bays shall not be per□itted to □ace the right-o□-way.

(7) Hotels□□otels, including accessory restaurants and gi□t sales contained within the con□ines o□ the hotel. Hotels□□otels shall only be per□itted on the south side o□ Grisso□ Par□way, with the □ollowing conditions:

(a) Mini□u□ re□uired lot si□e: Three (3) acres o□ usable uplands.

(b) Mini□u□ re□uired nu□ber o□ units: Twenty-□ive (25).

(c) Mini□u□ re□uired □loor area o□ each unit: Four hundred (400) s□uare □eet.

(d) A □ini□u□ o□ ten (10) se□i-trailer truc□ par□ing spaces shall be re□uired on-site.

(e) No per□anent residency shall be per□itted.

(□) On-site sta□□ing shall be available twenty-□our (24) hours a day.

(g) Daily house□eeping service, at no additional cost to the custo□er, shall be re□uired.

(8) Retail auto□otive gasoline□□uel sales and accessory convenience stores and restaurants sub□ect to the □ollowing conditions:

(a) Mini□u□ re□uired lot si□e: One-and-a-hal□(1.5) acres o□usable uplands.

(b) Mini□u□ re□uired □loor area o□principal structure: Two thousand (2,000) s□uare □eet.

(c) Access: Retail auto□otive gasoline□uel sale uses shall be located on arterial roadways or on corner lots at intersections o□collector roads or roads o□higher □unctional classi□ication.

(d) Mini□u□ spacing shall be □our thousand (4,000) linear □eet between retail auto□otive gasoline□uel sales uses, as □easured between the nearest property lines.

(e) Mini□u□ nu□ber o□re□uired gas pu□ps: Eight (8). A □ini□u□ o□twenty-□ive percent (25□) o□all on-site pu□ps shall be diesel, and all diesel pu□ps shall be accessible to se□i-trailer truc□s.

(□) A se□i-trailer truc□ wash shall be per□itted, as an accessory use to the retail gasoline□uel sales use, i□located to the rear o□the principal structure.

(9) Outdoor □irear□ testing □acility, when ancillary to a per□itted □irear□ □anu□acturing use, sub□ect to the □ollowing conditions:

(a) No sales or consu□ption o□alcoholic beverages shall be per□itted on the property.

(b) Hours o□operation shall be established □or each outdoor □irear□ testing □acility. No nightti□e testing shall be per□itted.

(c) Measures shall be i□ple□ented to □itigate the sound i□pacts o□the □acility to the surrounding co□□unity. Noise i□pacts caused by the □acility shall not exceed 40 dBA. Outdoor sound testing shall be per□or□ed on a se□i-annual basis or □ore re□uently, as deter□ined necessary by Cocoa, to ensure co□pliance with this subsection. Said sound testing shall be in accordance with A□erican Society □or Testing and Materials (ASTM) standards.

(d) The □ollowing shall be sub□itted with all applications □or an outdoor □irear□ testing □acility special exception per□it □or in□or□ational purposes only:

(i) A list o□the types o□□irear□s, a□□unition, and shooting to be allowed at the □acility.

(ii) All existing and proposed structures and appurtenances on the range including landscaping, screening, buildings, driveways, par□ing areas, wal□ways, utilities, etc.

(iii) In□or□ation pertaining to □iring lines, □iring positions, target lines, shot□all □ones and related data.

(iv) The location, co□position and di□ensions o□all ba□□les, sa□ety ber□s, bac□stops and related sa□ety □eatures.

(v) Other in□or□ation dee□ed necessary by the Co□□unity Develop□ent Director.

(10) Outdoor propulsion testing facilities, used for testing of aircraft, space vehicle, or guided missile engines and propulsion units, subject to the following conditions:

(a) Testing shall not include launching rockets, aircraft, engines or propulsion units of any kind.

(b) Hours of operation shall be established for each outdoor propulsion testing facility. No nighttime testing shall be permitted.

(c) No more than five (5) test firings per day may be performed.

(d) Measures shall be implemented to mitigate the sound impacts of the facility to the surrounding community. Noise impacts caused by the facility shall not exceed 90 dBA when measured at or within the property boundary nearest to the test area. Outdoor sound testing shall be performed on a semi-annual basis or more frequently, as determined necessary by Cocoa, to ensure compliance with this subsection. Said sound testing shall be in accordance with American Society for Testing and Materials (ASTM) standards. Testing conducted in accordance with this subsection shall not be considered a noise disturbance under Section 13.5-23 of this Code.

(e) Testing shall not be conducted that will impact environmentally sensitive lands where habitats for protected or endangered species are likely to be found.

(f) A written safety plan developed for each different type of propulsion engine shall be submitted fourteen (14) business days prior to commencing testing for each type of propulsion engine, which includes the following information:

(i) Exact location of the test site, including distances from adjacent buildings and structures, and description of supporting or anchoring structures used to conduct test firings;

(ii) Number of tests to be performed per day and length of each test;

(iii) Type of propulsion engine;

(iv) Noise expected to be generated by the test firings;

(iv) Description of the fuel to be used in the engine or propulsion unit and during testing;

(v) Location and protocol for storage of fuels or other combustible components of the engine or propulsion unit;

(vi) Description of test operations and safety controls, including automatic and manual shut-off or abort mechanisms, physical safety and/or sound barriers to be used during testing, procedures to limit pedestrian and observer access during testing, and emergency procedures, including fire and evacuation procedures; and

(vii) Identification of source or uses that may impact nearby properties.

Review and approval of the written safety plan by the City Fire Chief, or his or her designee, shall be required. The written safety plan shall be subject to on-going monitoring by the City Fire Chief and shall be subject to modification by the City to adequately address safety concerns. A special exception issued under this subsection shall be subject to suspension or revocation by the city council, after written notice and hearing, if the outdoor propulsion testing facility is found in violation of the conditions of the written safety plan.

(g) A site plan shall be required in accordance with article III, Supplementary District Regulations, section 1.

(i) Exact location of the test site, including distances from adjacent buildings, structures, and rights of way shall be depicted.

(ii) Supporting and or anchoring structures used to conduct test firings shall be clearly delineated on the site plan, to include any sound or exhaust deflectors.

(iii) Exhaust area(s) from test firings shall be depicted.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2017.

_____

HENRY U. PARRISH, Mayor

ATTEST:

□□

CARIE SHEALY, MMC
City Clerk

First Reading: □□□□□□□□□□□□□□□□
Legal Ad Published: □□□□□□□□□□□□□□□□
E□□ective Date: □□□□□□□□□□□□□□□□

CITY OF COCOA
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Cocoa, Florida will hold a public hearing at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, at 6:00 p.m. on Tuesday, July 25, 2017 and at 6:00 p.m. on Tuesday, August 8, 2017, in order to consider the following:

PZ-17-02000001 – ZONING TEXT AMENDMENT
ORDINANCE NO. 10-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19 OF THE COCOA CITY CODE; PROVIDING FOR OUTDOOR PROPULSION TESTING FACILITIES AS A SPECIAL EXCEPTION USE IN THE M-2 MANUFACTURING AND INDUSTRIAL DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The facility where this public hearing will be held is accessible to the physically handicapped. Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. Written comment from the public with regard to the application will also be accepted.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

FT-SPAD0713130510

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

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Rocket Crafters, Inc.

Hybrid Rocket Engine Test Operations

Emergency Action Plan

(Revised 20-June-17)

Purpose

The purpose o□this docu□ent is to detail Roc□et Cra□ters E□ergency Action Plan (EAP) during the process o□conducting hot □ire tests o□our hybrid roc□et engines ranging in si□e □ro□ 500 lb□to 30,000 lb□at Coastal Steel's facility at 770 Cidco Road.

Introduction

Roc□et Cra□ters is currently engaged in static test □irings o□their 500 lb□thrust lab scale roc□et engines. These test □irings occur utili□ing a □obile test stand that is stored within a cli□ate controlled warehouse and □oved to the test site, which is a concrete apron □or testing. The test stand will be anchored to the apron □or test □irings, □ollowing which, it will be disconnected □ro□ the anchors and then returned to the warehouse. Each test □iring lasts approxi□ately 20 seconds. Roc□et Cra□ters expects to conduct three test □irings each day, weather per□itting.

It should be noted that noise produced by the test □irings are si□ilar in □agnitude to sandblasting that is already carried out in this industrial area and the duration o□ the test □iring is □uch shorter in duration.

Propellant storage will occur at the 770 Cidco Road Site in a cli□ate controlled area o□the building. The □uel is □or□ulated □ro□ a □ixture o□Acrylonitrile Butadiene Styrene (ABS) ther□oplastic and proprietary additives. This □uel is non-explosive. The oxidi□er is Nitrous Oxide and is stored in standard industry K bottles in a cli□ate controlled environ□ent in a standard bottle stand. I□cli□ate control is lost and the te□perature exceeds 97.7 degrees then a relie□valve will har□lessly vent to the gas to the at□osphere where it will har□lessly dissipate in the □or□ o□Nitrogen and Oxygen.

Test Operations Safety Controls

Auto□ated Test Abort Syste□: A co□bination DA□ and the Firing Control Co□puter (FCC) syste□, operated and □onitored by the Test Director, collects pressure and te□perature sensor data in real-ti□e. In the event, sensor data shows an out-o□-limits condition within the rocket engine's oxidizer tank or motor section co□bustion cha□ber, the Test Abort Progra□ will auto□atically trigger an i□□ediate closing o□the bi-tor□ue oxidi□er □low control valve, shutting-o□□ oxidi□er □low to the □otor section o□the roc□et engine□thereby, ter□inating co□bustion and thrust. The Test Abort Progra□ then re□otely co□□ands a solenoid valve to open□thereby, venting any re□aining gaseous nitrous oxide in the roc□et engine to the at□osphere, which □uic□ly and har□lessly dissipates.

Manual Abort Syste□: The Test Director can □anually abort a hot-□ire test at any ti□e by depressing the Abort Button icon displayed on the Firing Control Computer's display screen. During active testing, only essential personnel are per□itted to be physically within 100 □eet o□the □obile test stand. Essential personnel are only allowed to approach the □obile test stand be□ore or a□ter testing when the Test Director a□ir□s the test roc□et engine and □obile test stand are in 'safe mode'.

Emergency Procedures

A. Fire E□ergency:

In case o□□ire beyond the nor□al bounds o□roc□et engine test operating conditions:

1. Test Director and Sa□ety O□□icer will initiate E□ergency Procedures.

2. The Test Director will initiate evacuation procedures □or all and test operations personnel and any observers present. See the site layout □or evacuation details.

3. The Sa□ety O□□icer will evaluate whether the □ire can be reasonably extinguished □ire extinguisher, who will do so i□it can. A veri□ied □ully

charged hand-held □ire extinguisher is always positioned □or i□ □ediate use by the Sa□ety O□□icer prior to each hot-□ire test.

4. I□not extinguished by □ire extinguisher, the Sa□ety O□□icer or designated sta□□assistant will dial 911 by □obile phone□giving the Dispatcher his□her na□e, telephone nu□ber, street address, and nature o□the e□ergency.

B. Medical E□ergency:

1. Individual observing the □edical e□ergency will dial 911 and will be prepared to provide the □ollowing in□or□ation to the Dispatcher.
   a. Na□e and telephone nu□ber
   b. Location: Coastal Steel 770 Cidco Road Cocoa Florida
   c. Nu□ber o□People involved.
   d. Nature o□in□ury or illness

2. Re□e□ber to stay on the line until help arrives i□possible. While waiting □or pro□essional help, do not □ove the ill or in□ured person, unless sa□ety considerations necessitate □ove□ent, or transportation to a sa□er location. When pro□essional help arrives:
   a. Allow responding units to ta□e control o□the situation.
   b. E□ergency response tea□ □e□bers will stand by to assist as needed.

Rocket Engine Test Site

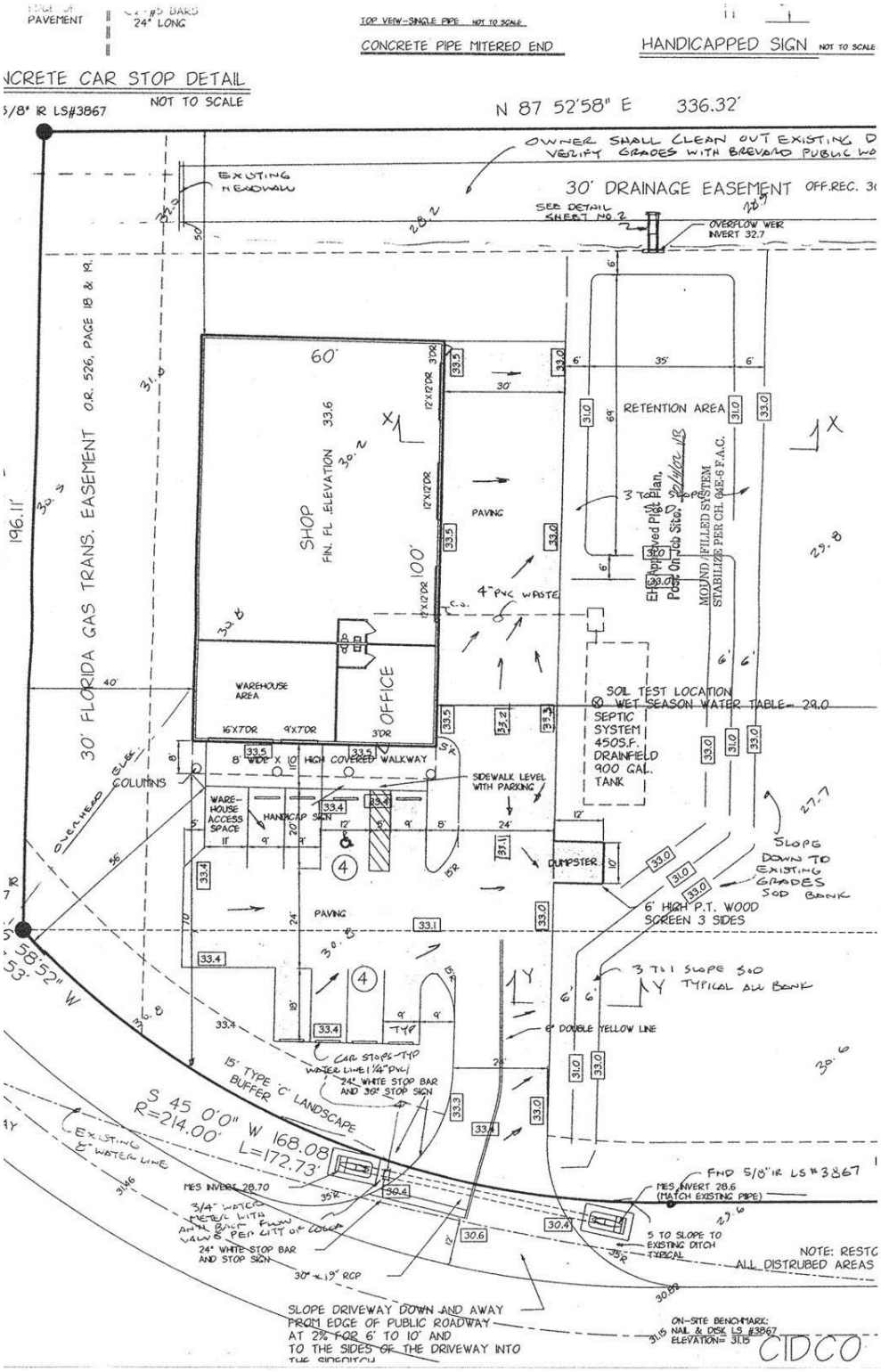
A. Test Location: The concrete apron upon which the □obile test stand will be anchored and used □or roc□et engine testing is ad□acent to the South side o□ the Coastal Steel owned warehouse. The □obile test stand will be sited such that plu□e gasses generated by the roc□et engine will dissipate at least 100 □eet □ro□ Cidco Road.

B. Physical Security:

a. Only authori□ed Roc□et Cra□ters test personnel will have access to the □obile test stand during oxidi□er run tan□ □illing operations and roc□et engine igniter cabling.
b. Prior to each hot-□ire test, the three overhead doors located on the South side o□the warehouse, and all personnel doors will be closed and secured.
c. A □etal chain will be installed across the driveway entrance to the property to prevent car□truc□tra□□ic □ro□ entering the site prior to each hot-□ire test.
d. Orange Sa□ety Cones and caution tape will be also used to cordon o□□ the i□□ediate area surrounding the □obile test stand.
e. The Sa□ety O□□icer will be stationed near the driveway entrance to ensure no pedestrians or cars□truc□s enter the sa□ety □one prior to and during each test. The Sa□ety O□□icer, using a □egaphone e□uipped with siren □unction will verbally warn any pedestrians in the area that a roc□et engine test is being conducted, □ollowed by a 10 second siren during a 10 second countdown.
□. The Test Director's control station will be positioned inside the warehouse and lin□ed to the □obile test stand via ethernet cable. Video □onitors located inside the warehouse are used to surveil the test site prior to and during testing. All other sta□□and observers will be located inside the warehouse during roc□et engine tests. Only the Sa□ety O□□icer, located at a sa□e distance outside the calculated potential blast □one, e□uipped with: □egaphone, □ire extinguisher, hard hat, sa□ety goggles, and cell phone will be allowed to re□ain outdoors during any roc□et engine test.
g. See the Site Plan and Elevation Drawings on the □ollowing two pages.

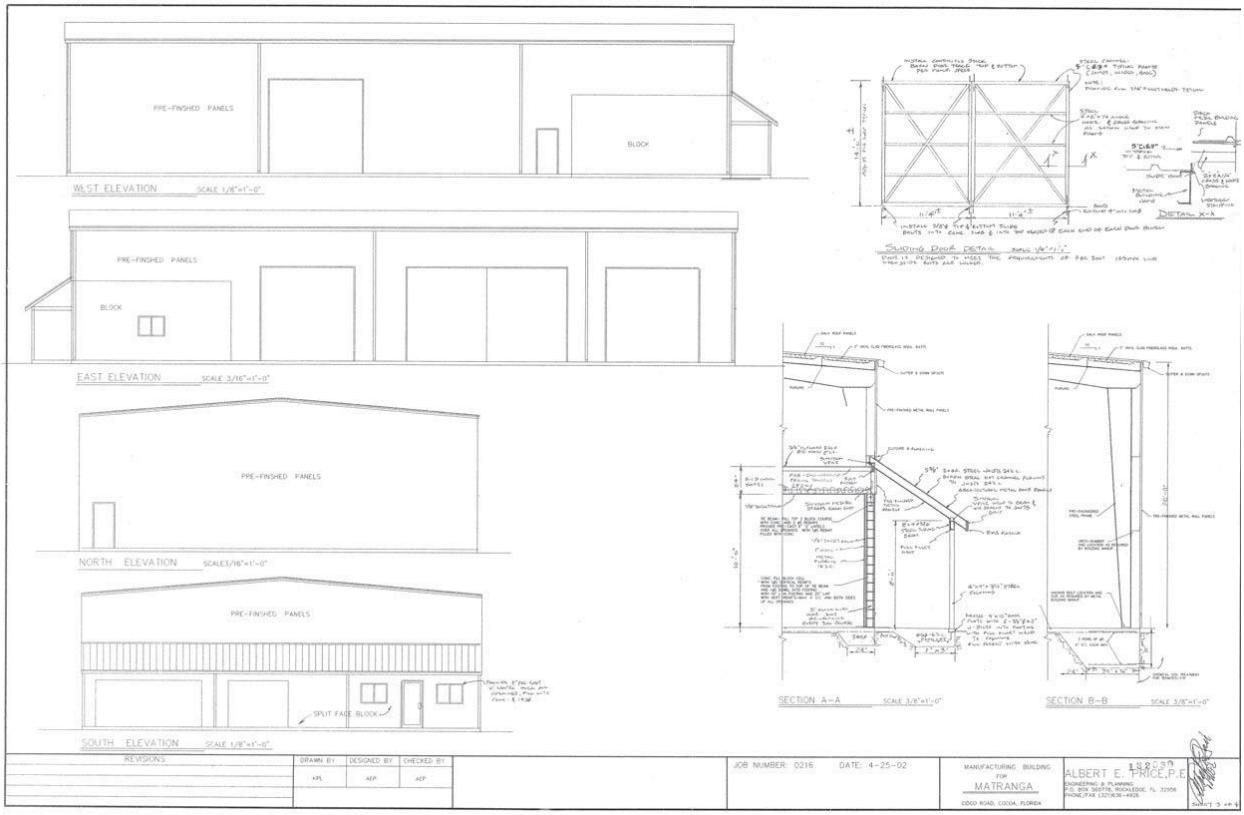
ROCKET CRAFTERS

Coastal Steel 770 Cidco Road Site Plan



ROCKET CRAFTERS

Coastal Steel 770 Cidco Road Elevation Drawings



I have some further questions from our legal counsel in regard to your request to test fire small rocket engines at Coastal Steel.

They need the following information:

1. **Is fuel storage involved?**

   In the field of rocketry, we refer to these as propellants. In our specific case, we will store both a liquid oxidizer and a solid fuel. Neither are explosive; however, the oxidizer requires storage below 97 degrees Fahrenheit. Above this temperature, the material will be benignly vented to the atmosphere. For this reason, the oxidizer will be stored in a climate controlled room.

2. **If fuel storage is involved, Legal Counsel requests to see something in the safety plan addressing fuel storage, and safety procedures related to such storage.**

   We will be pleased to add this to the safety plan.

3. **Please address that since the M-2 District zoning description provides that it is intended to be used for industrial activities "without creating hazards or negatively influencing surrounding land uses.", how will your activity be in compliance with same?**

   Our planned test operations are not considered any more hazardous than the current industrial activities ongoing in this area. Given, the limited, intermittent tests which typically last only 20 seconds, we cannot envision any negative influence to surrounding land use.

4. **Does the testing constitute a "manufacturing" use or is it a "research and development facility" use? Please explain.**

   Our tests are part of a research and development program.

5. **Will the use create excessive noise, fumes, or dirt; damages or interfere with other properties? Please explain.**

   As stated in the safety plan, the noise generated by our tests, lasting only 20 seconds or less are consistent with the dB output of current industrial uses in the area. The rocket engines exhaust or plume gases are composed mostly of CO2 and water vapor. Our tests will not create any hazardous gases.

6. **Will the use take place outside of an enclosed structure? – We know the answer to that, so could you please provide some short narrative as to why that is actually better than in an enclosed space.**

   Rocket engine operation within an enclosed space will create a hazardous environment, requiring high-flow-rate, expensive exhaust manifolds and other specialized safety equipment. For this reason, almost all rocket engine test stands are located outdoors.

7. **What, if any, types of manufacturing operations and R&D operations are anticipated at the Coastal Steel facility in conjunction with this collaboration with Rocket Crafters, now and in the future?**

   As a supplier, Coastal Steel provides a range of manufacturing services and manufactured products to our Company.

8. **Would any manufacturing operations involve a potential conflict as to the issues above?**

   In short - no.

9. **This change in use may require an amended site plan, so I don't know where you are in that process and how that might impact a start date for testing.**

   There is no fixed facility foundation required for this trailer-mounted test stand. Following review, Coastal Steel believes no amendment to the current site plan is required.

10. **It is possible some additional research would need to be done regarding noise, to ensure compliance with Sections 13.5-23(7) and 13.5-26.**

    We can provide you with calculated dB output data at given distances.

11. **As such is there anything you can provide to supplement information regarding the noise levels could help to expedite the request.**

    Near-term tests will employ a small, 500 lbf thrust rocket engine that is currently being tested in Palm Bay in the FIT CAMID facility's parking lot. We can provide actual dB output readings on this engine, and we can invite Cocoa officials to observe a test to 'hear' for themselves.

Legislation Details (With Text)

File #:	17-329	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	7/24/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Approve a Code Enforcement Lien Reduction request in the amount of $750.00, for the property located at 503 N. Georgia Ave. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	503 N Georgia Ave-SD.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 24, 2017
Agenda Date: August 8, 2017
Prepared By: Rachel Unruh, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Code Enforcement Lien Reduction request in the amount of $750.00, for the property located at 503 N Georgia Ave.

BACKGROUND:

CASE# 16-821:

The Code Enforcement Board held a public hearing on February 16, 2017, at which time the Board found the owner, Coshed LLC, in violation of the following:

Section 6-902(b)(1)(2) Inoperable and/or Unregistered vehicle.

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective 3/9/2017. The lien ran at $50.00 per day from 3/9/2017 until compliance was achieved on 4/27/2017. The lien is $2,500 and the current owner, Coshed LLC, is requesting that the lien be forgiven, due to not receiving the notices for over 30 days because of the mail.

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**

- When did the current owner obtain the property? **04/12/2016**

- How was the property obtained? **Warranty Deed**

- How many (if any) previous code enforcement cases were on the property; **None.**

- How many (if any) previous or current code enforcement cases on other property owned by the same owner; **None**

- The number of violations related to the subject lien; **One**

- The length of time the code enforcement lien ran before the violation was brought into compliance; the lien ran for **50 days** and the total amount of the lien is **$2,500.00.**

- The current market value of the subject property; the current market value is **$43,130.00** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to **$ 750.00**.

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time.

STRATEGIC PLAN CONNECTION:

Image / Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on July 20, 2017, recommended that the lien be reduced to $750.00.

RECOMMENDED MOTION:

Approve a Code Enforcement Lien Reduction request in the amount of $750.00, for the property located at 503 N Georgia Ave.

Application # **CE** - 16 - 00000821

LIEN REDUCTION APPLICATION

Community Services Department
Code Enforcement Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8508
Fax: (321) 433-8543
Web:http://www.cocoafl.org

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 28 2017
BY:

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 6/28/17

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

Company (if applicable): Coshed, LLC
Name: Molly Panarello
Mailing Address: 7240 Sharon Dr.
City: Titusville State: FL Zip Code: 32796
Phone #: _____ Fax #: _____
Mobile #: 321-208-4226 E-mail: mollyann.panarello@aol.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): Coshed, LLC
Name: Erez Ram
Mailing Address: 5737 Kanan Rd #460
City: Agora State: CA Zip Code: 91301
Phone #: _____ Fax #: _____
Mobile #: 818-917-2889 E-mail: erezjram@gmail.com

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:

~~The letter served was~~ The interim property manager (Molly Panarello) and now current property manager served the tenants notices and also made them sign an agreement this will not happen again. Many upgrades to the property were done before the tenants move in New kitchen, new floors, new paint, baseboards, plumbing, etc...

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

ND

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**. 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.** 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.

To: Tenant(s) @
503 N Georgia Ave
Cocoa FL 32922

(1)

COCOA
FLORIDA

Community Services Department
Code Enforcement Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8508 I Fax: (321) 433-8543

Today's Date: 4/18/17 Time: 10:15 Am

Address/Location of Alleged Violation(s): 503 N Georgia Ave Cocoa FL 32922

Please check each that apply:

✓	Abandoned Vehicle	Vehicle continuously parked, not driven regularly and/or expired tags on vacant lot or vacant home.
✓	Inoperable or Unregistered on Private Property	Junk vehicles on private property, Junk vehicle criteria: Vehicle continuously parked and/or expired tags on an occupied home.
✓	Junk, Trash and Debris	Yard debris including household garbage, furniture, appliances and misc. junk,
	Overgrowth	Grass or weeds over 12" in height
	Exterior Structure	Substandard includes broken or missing doors or windows, fire damage, leaning walls, sagging or holes in the roof.
✓	Outdoor Storage	Storing of scrap wood, metal, and/or motor parts, but not limited to these items only.
✓	Unpermitted Work	Work to a structure without a permit: No screen allowed on chain link fence Tarp over car port needs to be remove.
	Pool	Pool that is being kept unclean or in an unsanitary condition or unsecured.
	Zoning Violation	Illegal home occupation, temporary storage, storage of recreational vehicles.
	Other:	Please use the space below to describe the violation(s)

The back yard needs to be completely emptied. Unregistered and un operable vehicles must be removed. screen on chain link fence and tarp over car port must be removed. Nothing but outdoor furniture/grills/kids outdoor toys must be stored in car port/shed. NO cars parked off drive way.

If you wish to be contacted, please provide name and number (not required):
Molly Panarello 321-208-4226

To: Tenants(s) @
503 N. Georgia Ave
Cocoa FL 32922

COCOA FLORIDA

Community Services Department
Code Enforcement Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8508 I Fax: (321) 433-8543

(2)

Today's Date: 4/18/17 **Time:** 10:15 Am

Address/Location of Alleged Violation(s): 503 N. Georgia Ave Cocoa FL 32922

Please check each that apply:

✓	**Abandoned Vehicle**	Vehicle continuously parked, not driven regularly and/or expired tags on vacant lot or vacant home.
✓	**Inoperable or Unregistered on Private Property**	Junk vehicles on private property, Junk vehicle criteria: Vehicle continuously parked and/or expired tags on an occupied home.
✓	**Junk, Trash and Debris**	Yard debris including household garbage, furniture, appliances and misc. junk,
	Overgrowth	Grass or weeds over 12" in height
	Exterior Structure	Substandard includes broken or missing doors or windows, fire damage, leaning walls, sagging or holes in the roof.
✓	**Outdoor Storage**	Storing of scrap wood, metal, and/or motor parts, but not limited to these items only.
✓	**Unpermitted Work**	Work to a structure without a permit: No screen allowed on chain link fence Tarp over car port needs to be remove
	Pool	Pool that is being kept unclean or in an unsanitary condition or unsecured.
	Zoning Violation	Illegal home occupation, temporary storage, storage of recreational vehicles.
	Other:	Please use the space below to describe the violation(s)

- The back yard needs to be completely emptied.
- Unregistered and un operable vehicles must be removed.
- screen on chain link fence and tarp over car port must be removed. Nothing but outdoor furniture / grills / kids outdoor toys must be stored in car port / shed.

NO cars parked off drive way.

If you wish to be contacted, please provide name and number (not required):

Molly Panarello 321-208-4226

(3)

April 18, 2017

From:

Coshed, LLC

5737 Kanan Rd, Unit 460

Agoura Hills, CA 91301

TO:

ALL TENANTS

503 N. Georgia Ave.

Cocoa, Florida 32922

To Whom This May Concern;

Since March 8th of 2017, Case # 16-821, There have been City of Cocoa Code enforcement issues with the property.

This notice serves as a 24 hour notice to take care of all of the issues at the property. We are currently being fined daily for the neglegence on the property. I am attaching a copy of the complaint allong with this letter for your convience.

For each day past the 19th of April you will be fined $50 each per day on top of your current monthly rent, and may face past fines that have accrued because of the issues not being taken care of in a timely manner.

If you have any questions about the complaints, you can contact me directly at 321-208-4226.

Sincerely,

Molly Panarello

Molly A. Panarello

Interim Property Manager for Coshed, LLC

(4)

June 5th, 2017

To any and all Tennants at Georgia Ave, Cocoa, Florida;

This serves as an official 3 day notice of EVICTION. Since December you have been notified numerous times as to the Code Enforcement Violations on your property. You have been given written notice which you have not complied with. There are fees that are still owed to Coshed, INC, that accrued because you did not take care of the violations that were of concern upon the first notice.

Additionally, there are other violations and fines that continue to add up, as well as the past due fines that cannot be taken care of until the property is COMPLETELY FREE OF VIOLATIONS! Code Enforcement has been lenient as well as have we due to health issues. HOWEVER, there can be no more leniency or excused that will be accepted.

You have until Thursday, June 8th at 5 PM Eastern Time Zone to have ALL of the violations taken care of. Below is a list of these some of these violations, but not limited to any and all that may continue to be added to the list.

Tarp Removed from the car port and all boxes, trash, etc removed from the car port.

Entire Yard, front and back removed of all trash, large items, motors, etc. Things can be put into the shed but not left in the yard.

All vehicles must be parked on the driveway or under the carport. They can be no where in the yard. All vehicles on the property MUST be running, tagged and insured.

Yard furniture can be on the car port or in the back yard.

All fence panals must be moved from the yard and any posts, etc, that were done illegially because no permit was pulled for the privacy fence you attempted to put up without permission.

An official 3 day notice will be filed through the Clerk of Courts on Friday if these things and any other things that were listed on the original notice you received in April are not all taken care of.

Sincerely,

6/5/17

RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

This property management agreement ("Agreement"), entered into this 23rd day of June, 2017, by and between Coshed, LLC ("Owner") of the property described below ("Property") and Molly Panarello ("Manager").

1. **NOTICES.**
Any notices, demands, consents and reports necessary or provided for under this Agreement shall be in writing to:

Owner: Coshed, LLC
erezjram@gmail.com

Manager
Molly Panarello
1240 Sharon Dr. Titusville FL 32796
(321) 208-4226 (321)

EMPLOYMENT OF MANAGING MANAGER

a. **Employment and Acceptance** – Owner employs Manager as the sole exclusive Agent of Owner to lease and manage the Property (which includes listing the Property for lease and securing a tenant), upon terms and conditions provided herein.
b. **Relationship of Manager to Owner** – The relationship of the parties to this Agreement shall be that of principal and agent, and all duties to be performed by Manager under this Agreement shall be on behalf of Owner, in Owner's name and for Owner's account taking any action under this Agreement, Manager shall be acting only as Agent for Owner, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationships between the parties or as requiring Manager to bear any portion of losses arising out of or connected with other ownerships or operation of the Property. Manager shall not at any time during the period of this Agreement be considered a direct employee of Owner. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement except that Manager is authorized to act with such additional power as may be necessary to carry out the spirit and intent of this Agreement.
c. **Description of the Properties-** Please see addendum.
d. **Term** – The term of this Agreement shall be for an initial period of ONE (1) year (the "initial term") beginning on June 21st, 2017 and ending June 30th, 2018 unless earlier terminated, the Agreement will renew annually for successive periods of ONE (1) year each, unless either party gives the other 30 days written notice of non-renewal.

2. **MANAGER COMPENSATION AND EXPENSES**

As compensation for the services rendered by Manager under this Agreement (and exclusive of reimbursement of the expenses to which Manager is entitled hereunder), Owner shall pay Manager as follows:

a. **Management Services** – Manager shall be paid TEN (10) % of monthly gross collected rents. Payments due to Manager for periods of less than the scheduled rental, shall be prorated.

b. **Advertising** – Owner agrees to pay in advance for any and all advertisements placed on Owner's behalf. Unless specified by Owner, Owner agrees that advertising (including choice of media) is in the Manager's discretion.

c. **Extraordinary Services** – An hourly fee of $25 (TWENTY-FIVE) per hour shall be paid to Manager for all necessary or requested tasks not considered normal management duties.

d. **Collection Fees** – In the event that Manager institutes any action for the collection of amounts due and payable hereunder, Owner shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorney's fees incurred by Manager in connection with collecting under this Agreement.

3. **BANK ACCOUNTS**

e. **Deposits** – Security deposit collected will be deposited in the 3645 Barna Security account.

f. **Rent**- Rents will be deposited in the 3645 Barna operating account.

4. **COLLECTION OF RENTS AND OTHER RECEIPTS**

a. **Manager's Authority** – Manager shall collect all rents, charges and other amounts receivable on Owner's account in connection with the management and operation of the Property. Such receipts shall be deposited into the business account specified herein by Manager.

b. Special Charges –Manager will collect from the tenants an administrative charge for late payment of rent, a charge for returned or non-negotiated checks and rental application fee.

6. MANAGER IS NOT REQUIRED TO ADVANCE FUNDS

Operating Expenses – From the business account, Manager will be reimbursed for all expenses and costs of operating the Property.

If the Manager advances any monies in connection with the Property to pay any Owner expense, Owner shall reimburse Manager within 10 calendar days.

7. **FINANCIAL AND OTHER REPORTS**

a. **Owner/IRS Relationship** – Owner is required to file all required Internal Revenue Service (IRS) forms and meet all IRS requirements. Owner agrees to provide Manager with appropriate IRS forms before any funds are disbursed to Owner

b. **Reports** – Manager shall furnish Owner with a statement of receipts and disbursements from the operation of the Property monthly. In addition, Manager shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties.

8. **LEASING AND RENTING**

a. **Authority** – Manager is authorized to negotiate, prepare and have Owner electronically sign all leases. Leases are to be written on Manager's standard lease form.

b. **Enforcement of Leases** – Manager is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for the eviction or dispossession of the tenants or other persons of the Property. Manager is authorized to sign and serve such notices as Manager deems necessary for lease enforcement, including the collection of rent or other income. If Manager deems it necessary, Manager may retain an attorney of Manager's choice (unless Owner supplies the Manager with the name of the Owner's attorney). Owner shall pay all

attorney's fees and court costs.

c. **Management/Maintenance Review** – Manager shall make management/maintenance reviews of the Property at the time of occupancy, when the tenant vacates and at such other times as Manager feels necessary or advisable and report matters concerning the condition of the Property to the Owner. In the event of vacancy, Manager will take responsible precautions to secure the Property. Manager will schedule quarterly visual inspections to check condition of Property with photos and report any concerns to the Owner.

13. **REPRESENTATIONS**

a. **Owner Representations** – Owner represents and warrants that Owner has full power and authority to enter into this Agreement; that there are no written or oral agreements affecting the Property. Owner will supply copies of any leases for any new properties which are under an agreement.

14. **TERMINATION**

a. **Early Termination** – This agreement may be terminated by Owner with 30 day notice in writing to Manager. No early termination fee will be charged.

b. **Owner Responsible for Payments** – Upon termination of this Agreement, Owner shall assume the obligations of any contract or outstanding costs incurred by Manager under this Agreement.

15. **APPLICABLE LAW AND PARTIAL INVALIDITY** – The interpretation of this Agreement shall be governed by the laws of the State of Florida. Any action arising under this Agreement shall be brought in state court in the county where the premises are located. If any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice to the other party.

16. **COMPLETE AGREEMENT** – This Agreement shall be binding upon the parties, and each of their respective heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the parties. There are no warranties or representations not herein contained.

17. **SIGNATURES** – This Agreement may be signed by the parties manually or digitally and on one or more than one copy, which, when taken together, each signed copy shall be read as one complete form.

18. **ADDITIONAL TERMS:**

1. After initial lease term the lease converts to month to month unless the Manager is notified that Owner requires or tenant requests a new term. With a month to month lease, either party can terminate with a 30 (THIRTY) day notice.

Erez Ram
Coshed LLC, Manager

Molly Panarello
10/27/17
Molly Panarello
Property Manager

Addendum: Property List:

3645Barna
3645 Barna AV
Titusville, FL, 32780

Owner Property List
06/23/2017

Name / Address	Phone / Email	Properties
Ram, Edden , ,	eddenram@gmail.com	1040 Hickory Ln. 2925 Nicholson
Ram, Esther 5737 Kanan Rd #460 Agoura, CA, 91301		20A
Ram, Shanie , ,	ramshanie@pacbell.net	1251 Amherst 1870 Burning Tree Dr.
Coshed Ram, Erez 3645 Barna Ave, Titusville, FL, 32780	erezjram@gmail.com	2D 5C 7A 7C 19A 26D 30D 30F 23F 23D 26C 28A 27A 4D 6C 6F 7B 8A 15A 15C 17A 19C 23A 24C 25D 26A 26F 28D 2F 33C 1615 Barna Ave. 503 N Georgia Ave 1040 Cypress 2197 Barna Av 975 Allendale 1708 Smith 2129 Trieste 422 Prospect 2585 Johnson Dr. 2640 Dutton Av 718 Thomas

First BILLING
Customer service is our business

City of Cocoa Building Office Flat
Date / Time 6/28/2017 4:02:00 PM

Cashier dsimpson

Transaction ID 51510040

$20.00	Base
$2.99	Conv. Fee
$22.99	Total

Invoice Number CE 16-821

Payment Summary : Visa payment for $22.99.
Payment Acct Last4 : ********2350
Billing Name : MOLLY PANARELLO
Billing Address :
, 32796
Phone Number :
Email Address :

Signature _____

CITY OF COCOA
*** CUSTOMER RECEIPT ***
Oper: COCODDS Type: CC Drawer: 1
Date: 6/28/17 02 Receipt no: 557878

Year	Number	Amount
2016	821	
CE	CODE ENFORCEMENT	
		$20.00

Tender detail
CC CREDIT CARD $20.00
Total tendered $20.00
Total payment $20.00

Trans date: 6/28/17 Time: 16:03:41

*** TOTAL DOES NOT INCLUDE CC FEE ***

PAYMENTS CAN NOW BE MADE ONLINE AT HTTP://WWW.COCOAFL.ORG OR THROUGH THE AUTOMATED PHONE SYSTEM (321) 433-8400

Legislation Details (With Text)

File #:	17-330	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	7/24/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Approve a Code Enforcement Lien Reduction request in the amount of $3,045.00 for the property located at 1111 Abington St. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1111 Abington St-SD.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 24, 2017
Agenda Date: August 8, 2017
Prepared By: Rachel Unruh, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Code Enforcement Lien Reduction request in the amount of $3,045.00 for the property located at 1111 Abington St.

BACKGROUND:

CASE# 15-711:

The Code Enforcement Board held a public hearing on September 17, 2015, at which time the Board found the owner, Jordan Vanderwalker, in violation of the following:

Section 6-900(b)(4) - Maintenance of Structure.

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective 10/15/2015. The lien ran at $50.00 per day from 10/15/2015 until compliance was achieved on 6/14/2017. The lien is $30,450.00 and the current owner, B&A Home Sales LLC, is requesting that the lien be forgiven, due to the fact that the violations were imposed against the previous owner and he was not aware of the liens at the time of purchase.

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**

- When did the current owner obtain the property? **03/25/2016**

- How was the property obtained? **Tax Deed**

- How many (if any) previous code enforcement cases were on the property; **Six.**

- How many (if any) previous or current code enforcement cases on other property owned by the same owner; **None**

- The number of violations related to the subject lien; **One**

- The length of time the code enforcement lien ran before the violation was brought into compliance; the lien ran for **609 days** and the total amount of the lien is **$30,450.00.**

- The current market value of the subject property; the current market value is **$52,410.00** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to **$ 3,045.00**.

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time.

STRATEGIC PLAN CONNECTION:

Image / Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on July 20, 2017, recommended that the lien be reduced to $3,045.00.

RECOMMENDED MOTION:

Approve a Code Enforcement Lien Reduction request in the amount of $3,045.00 for the property located at 1111 Abington St.

Application # **CE** - 15 - 711

LIEN REDUCTION APPLICATION

Community Services Department
Code Enforcement Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8508
Fax: (321) 433-8543
Web:http://www.cocoafl.org

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

JUL 3 2017

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 6-30-17

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

Company (if applicable): National Realty

Name: Iris Watson

Mailing Address: 1331 S. Harbor city BLVD

City: Melbourne State: FL Zip Code: 32901

Phone #: _____ Fax #: _____

Mobile #: 321-216-6642 E-mail: Alldonerealty@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): BSA Home Sales

Name: Raul Busto

Mailing Address: 250 East Palm Drive FL unit FC-60

City: Florida city State: FL Zip Code: 33034

Phone #: 786-267-4011 Fax #: _____

Mobile #: _____ E-mail: homesalesLLC@gmail.com

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

Street Address and Location: 1111 Abington St Cocoa FL 32937

Parcel ID:

24-36-29-BV-000000.0-0183.00

Tax Account Number:

1763103

Existing Use(s) on Property: Residential For sale

Proposed Use(s) on Property: Sale

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

Nature of Violation(s): Exterior paint & lawn

Date Fine or Lien Imposed: _____ Amount of Fine: _____ 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: _____

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

Code enforcement case number: 15.0000071 1

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

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

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

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

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

As new owner, part of solution remodeling entire home interior & exterior. Also have routine lawncare service on the property.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Never received any document from code enforcement and it didn't show when lien search was done by title company prior to purchasing.

Amount you are requesting that the lien be reduced to: Ø

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:

Since acquiring the property, Exterior & interior has been remodel including new electrical panel, new bathroom, new kitchen and Flooring. The house is under contract but on hold due to this lien discovery.

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:

N/A

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**. 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.** 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. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF BREVARD. I, Iris Watson
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.

Iris Watson
(APPLICANT SIGNATURE)

BETSY D. COURTY
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

BETSY D. COURTY
MY COMMISSION # FF 173863
EXPIRES: November 4, 2018
Bonded Thru Notary Public Underwriters

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 30th day of JUNE, 20 17

June 15,2017

TO WHOM IT MAY CONCERN:

By means of the present, I Raúl Bustos, Driver's license N° B232-721-71-429-0 as a partner of B & A HOME SALES LLC, it is my wish to appoint Mrs. Iris Watson, Diver´s license No.w325-416-82-567-0; To represent me before the City of Cocoa, Fl, or other related entities for the necessary formalities to the property located at 1111 Abington Street Cocoa. Zip code 32922 FL.

Raul Bustos
B232-721-71-429-0

Ana Valdes.

ANA I. VALDES
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF908361
Expires 8/10/2019

Iris Watson

June 15,2017

TO WHOM IT MAY CONCERN:

By means of the present, I Karla Acuna, Driver's license N° A256-501-77-680-0 as a partner of B & A HOME SALES LLC, it is my wish to appoint Mrs. Iris Watson, Diver´s license No. w325-416-82-567-0; To represent me before the City of Cocoa, Fl, or other related entities for the necessary formalities to the property located at 1111 Abington Street Cocoa. Zip code 32922 FL.

Karla Acuña
A256-501-77-680-0

Ana Valdes.

ANA I. VALDES
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF908361
Expires 8/10/2019

Iris Watson

To Brevard County FL

Dear Sirs,

Thank you for your attention to our request.
We would like to inform you that since the purchase of the property by B & A Home Sales LLC in March 2016, we have never been informed of Lien in any way.
Only a few weeks ago, when the title insurance process was running in order to transfer the property to the new buyer we had the information about the lien.

This house was bought with the purpose of being reformed and sold later.

At no time did B & A receive any notification by mail or by email from Brevard County. In addition to this fact the property was renovated and painted and is now in excellent condition of conservation and maintenance.

We therefore request that these facts be considered for the reduction of the total value of this sum.

We are forwarding the following documents:

- Lien Reduction Application
- Notarized Letters of Representation
- Corporate documents
- Tax Deed File # 150497
- Copies of the Invoices referring to the services and materials used in the project

If more information is needed, please contact:

Edgar Coronato
Tel. (646) 492-1865
Email: ecoronato@tecmore.com.br

Mail Address:
204 NW 18th Avenue
Pompano Beach, Florida 33069

Regards,

Edgar Coronato

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company
B & A HOME SALES, LLC

Filing Information

Document Number	L15000072618
FEI/EIN Number	61-1763103
Date Filed	04/24/2015
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	05/09/2017
Event Effective Date	NONE

Principal Address

8200 NW 41ST STREET
SUITE 315
DORAL, FL 33166

Changed: 05/09/2017

Mailing Address

8200 NW 41ST STREET
SUITE 315
DORAL, FL 33166

Changed: 05/09/2017

Registered Agent Name & Address

THE SARIOL GROUP, LC
8200 NW 41ST STREET
SUITE 315
DORAL, FL 33166

Name Changed: 05/09/2017

Address Changed: 03/28/2017

Authorized Person(s) Detail

Name & Address

Title MGR

ACUNA RASSE, KARLA
2134 NW 14 PLACE
HOMESTEAD, FL 33030

Title MGR

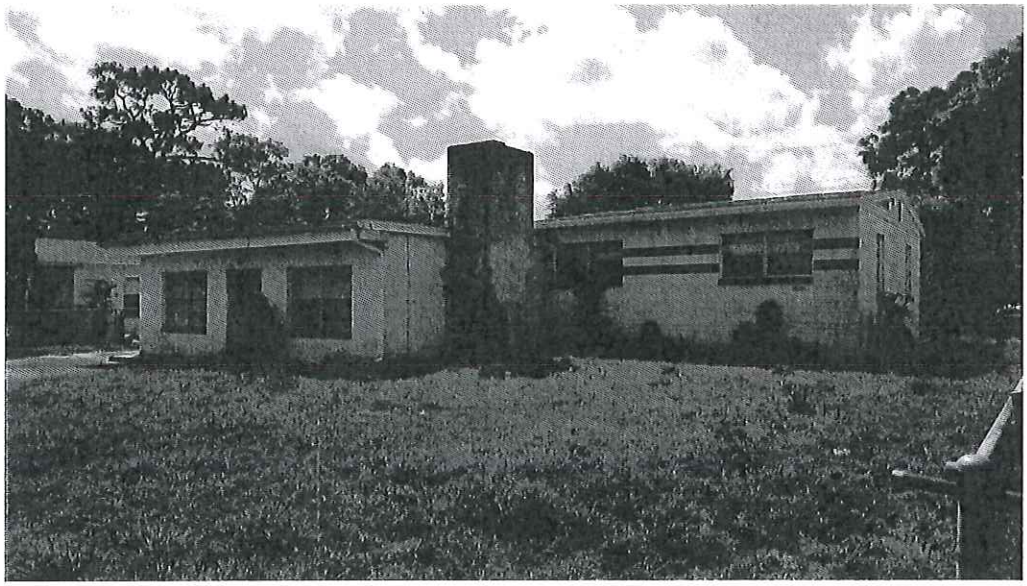
BUSTOS NAVARRO, RAUL
2134 NW 14 PLACE
HOMESTEAD, FL 33030

Annual Reports

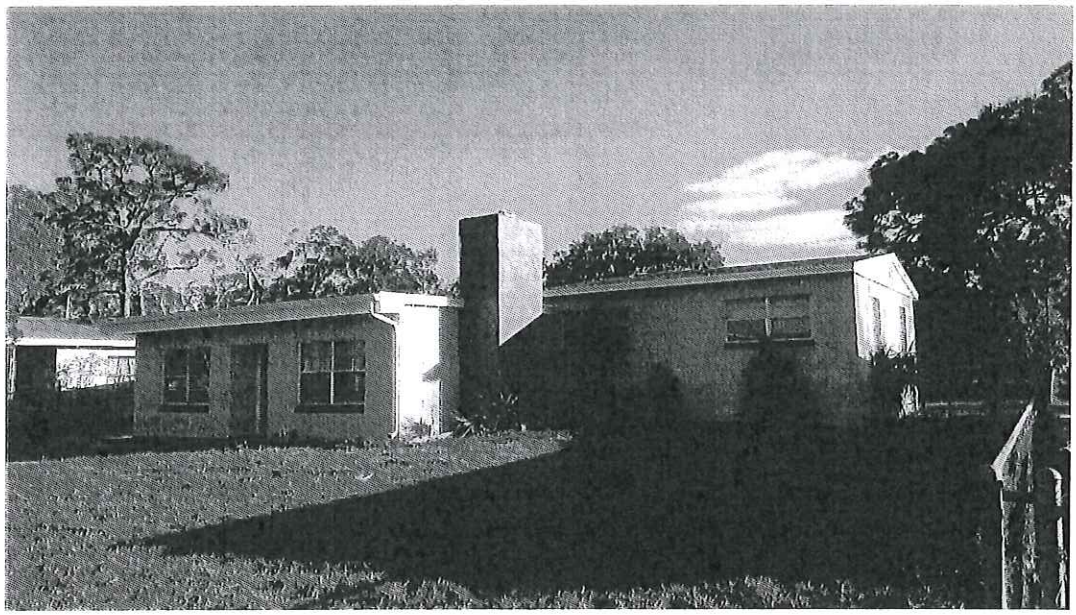
Report Year	Filed Date
2016	02/01/2016
2017	03/28/2017

Document Images

05/09/2017 -- LC Amendment	View image in PDF format
03/28/2017 -- ANNUAL REPORT	View image in PDF format
02/01/2016 -- ANNUAL REPORT	View image in PDF format
09/22/2015 -- LC Amendment	View image in PDF format
04/24/2015 -- Florida Limited Liability	View image in PDF format

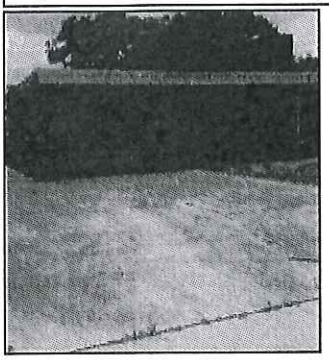


BEFORE



NOW

782191 Backups Residential | **1111 Abington St, Cocoa, FL 32922** | **$124,999**



Area:	212 - Cocoa - West of US 1	**County:**	Brevard
Subd/Condo:	COCOA HILLS SUBD	**General County Loc:**	Central
Res Sub-Type:	Single Family Detached	**Bedrooms:**	5
Waterfront:	No	**Baths - Total:**	2
Land Site Desc.:		**Baths - Full:**	2
Dwelling View:	City	**Baths - Half:**	0
Lot Dimensions:		**Split Bedroom:**	Yes
List Price/SqFt:	$73.44	**SqFt - Living:**	1,702
Acreage:	0.17	**SqFt - Total:**	1,702
Lot SqFt:	7,405	**Year Built:**	1958
Furnished:	None	**Fireplace:**	Yes Wood Burning
Parking:	Total Garage Spaces: 2; 2+ Spaces	**Pool - Private:**	No
Home Warranty:	No	**Pool - Community:**	No
Property Status:	Standard	**Front Door Faces:**	N
Close Date:		**Sold-As-Is:**	Yes

Narrative: This 5 bedroom home has plenty of space for growing family. It offers a fireplace in family room, formal dining room, eat in kitchen with new kitchen cabinets and granite counter top, fully remodeled bathrooms, inside laundry room, fenced back yard. Roof is 2004, new water heater, new electrical panel to be installed. No carpet in sight!
Directions: From US1 head west on Dixon, right on Pineda, right on Abington house is on the right

Living Room	14.8 X 17	Kitchen	10.5 X 16.6	Bedroom 4		10.8 X 17
Dining Room	13.7 X 14.7	Master Bedroom	10.5 X 12.7	Bedroom 5		10.5 X 13.3
		Bedroom 2	9.11 X 12.9	Other Room	laundry room	4.9 X 8.8
		Bedroom 3	9.3 X 10.3			

FEATURES

Interior Features: Kitchen - Eat In
Exterior Features: Fence - Chain; Patio - Unscreened
Utilities: City Water; Electric; Sewer or Septic: Sewer **Cooling:** Central; Electric **Heat:** Central; Electric **Water Heater:** Electric
Equipment/Appliances: Dishwasher; Dryer; Microwave-Built-in; Range - Electric; Refrigerator; Washer

Style:	1 Story	**Master BD/BT:**	
Construction:	Concrete Block	**Rooms:**	Formal Dining Room; Laundry
Exterior Finish:	Painted	**Possible Financing:**	Cash; Conventional; FHA
Roof:	Shingle - Asphalt	**Possession:**	
Floor:	Laminate; Tile	**Showing:**	
Lot Description:	City; West of US1	**To Be Constructed:**	No
Unit Description:		**Meas. From:**	Agent Measure
Dwelling View:	City	**55+ Community:**	No
HOA Fees:		**Gated Community:**	No
HOA Home Owners:	HOA - None		
Community Fees:	No		
Other Fees:			
Common Amenities:			
Security/Safety:			
Water Amenities:			
Elementary School:	Cambridge		
Middle School:	Cocoa		
High School:	Cocoa		

Legal Desc: COCOA HILLS SUBD LOT 183
Tax Acct: 2421325

Tax ID:	24-36-29-Bv-00000.0-0183.00	**Tax Year:**	2016	**Taxes:**	$1,213.22
		Equitable Interest:	No		
Road Surface:	Asphalt Road	**Homestead:**	No		

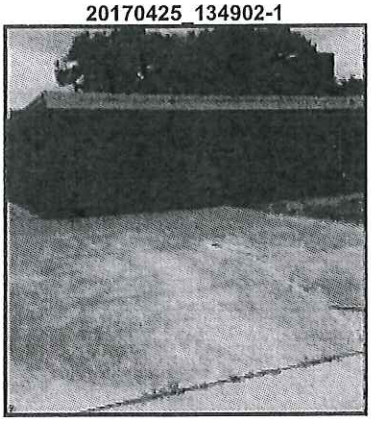


Presented by
Iris Watson
National Realty of Brevard
321-216-6642
alldonerealty@gmail.com

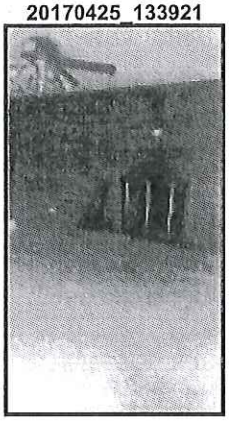
Information is deemed to be reliable, but is not guaranteed. © 2017 MLS and FBS. Prepared by Iris Watson on Friday, June 30, 2017 10:17 AM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

Photos for MLS # 782191 1111 Abington St, Cocoa, FL 32922 **$124,999**

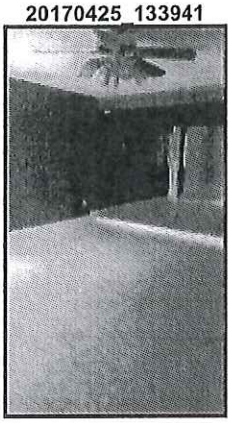
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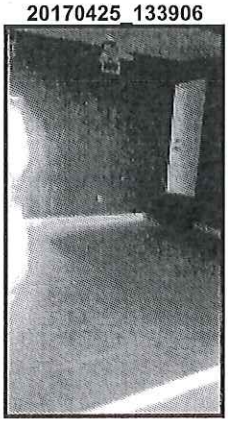
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20170425_133941



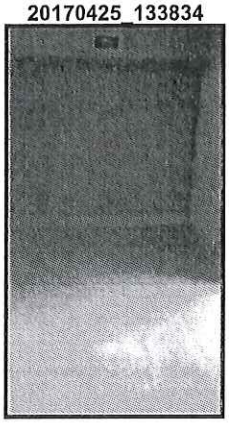
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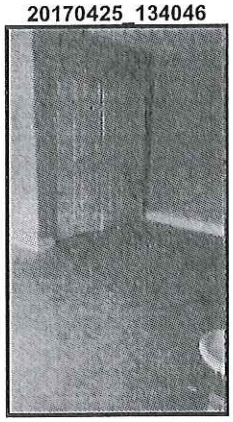


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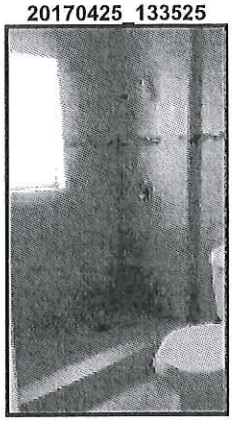


MLS # 782191 1111 Abington St, Cocoa, FL 32922 $124,999

20170425_134046



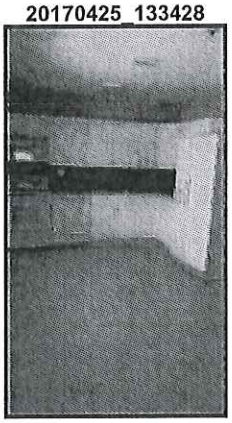
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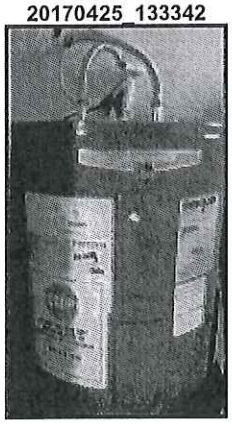
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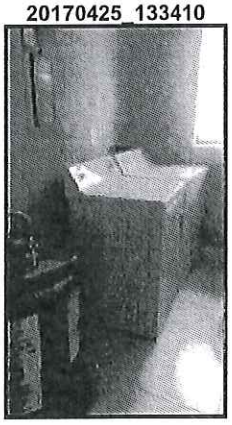
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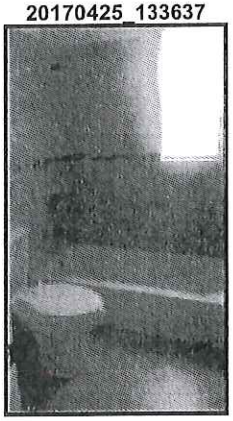


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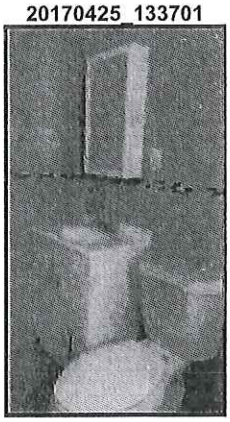


MLS # 782191 1111 Abington St, Cocoa, FL 32922 **$124,999**

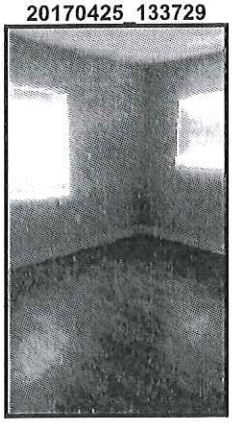
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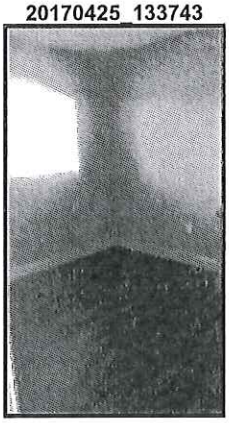
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20170425_133729



20170425_133743



EPS Renovation Group INVOICE

(954)854-1622

1603 N 58 Ave. Hollywood, FL 33021

CUSTOMER'S ORDER NO. 2517 | PHONE | DATE 5-27-2016

NAME SOLLUM INVESTMENTS LLC

ADDRESS 8200 NW 41ST SUITE 200-13 DORAL FL 33160

QTY.	DESCRIPTION	PRICE	AMOUNT
	ADJASE LABOR COCOA BEACH		$1500
		Subtotal	
		Deposit	1500
		Balance	

Signature

EPS Renovation Group INVOICE

(954)854-1622

1603 N 58 Ave. Hollywood, FL 33021

CUSTOMER'S ORDER NO. 2510 | PHONE | DATE 05-06-2017

NAME SOLLUM INVESTMENTS LLC

ADDRESS 8200 NW 41ST SUITE 200-13 DORAL FL 33160

QTY.	DESCRIPTION	PRICE	AMOUNT
	DEPOSIT ESTAR LABOR HOSE COCOA BEACH 5090	$12500	
		Subtotal	
		Deposit	$12500
		Balance	

Signature

6/24/2017

facturas Sollum 001.jpg

1/1

EPS Renovation Group INVOICE

(954)854-1622
1603 N 58 Ave. Hollywood, FL 33021

CUSTOMER'S ORDER NO. 2522 | PHONE | DATE 6-17-2016
NAME SOLLUM INVESTMENTS LLC
ADDRESS 8700 NW 41ST SUITE 200-13 DORAL FL 33166

QTY.	DESCRIPTION	PRICE	AMOUNT
	ADVANCE LABOR COCOA BEACH	$	1500 00
		Subtotal	
		Deposit	1500 00
		Balance	

Signature

EPS Renovation Group INVOICE

(954)854-1622
1603 N 58 Ave. Hollywood, FL 33021

CUSTOMER'S ORDER NO. 2523 | PHONE | DATE 6-27-2016
NAME SOLLUM INVESTMENTS LLC
ADDRESS 8700 NW 41ST SUITE 200-13 DORAL FL 33166

QTY.	DESCRIPTION	PRICE	AMOUNT
	ADVANCE LABOR COCOA BEACH	$	1500 00
		Subtotal	
		Deposit	1500 00
		Balance	

Signature

6/24/2017

facturas Sollum 002.jpg

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EPS Renovation Group INVOICE

(954)854-1622
1603 N 58 Ave. Hollywood, FL 33021

CUSTOMER'S ORDER NO.: 2524 | PHONE | DATE: 7-5-2016

NAME: SOLLUM INVESTMENTS LLC

ADDRESS: 8700 NW 41ST SUITE 200-13 DORAL FL 33160

QTY.	DESCRIPTION	PRICE	AMOUNT
	ANJANSTADOR	$	1300 00

Signature

Subtotal	
Deposit	1300 00
Balance	

EPS Renovation Group INVOICE

(954)854-1622
1603 N 58 Ave. Hollywood, FL 33021

CUSTOMER'S ORDER NO. 2525 | PHONE | DATE 7-13-2016

NAME SOLLUM INVAMENTS LLC

ADDRESS 8700 NW 91ST SUITE 20-13 DORAL FL 33166

QTY.	DESCRIPTION	PRICE	AMOUNT
	ADVANSE LABOR	$	1500 00
		Subtotal	1500 00
		Deposit	
		Balance	1500 00

Signature

EPS Renovation Group INVOICE

(954)854-1622
1603 N 58 Ave. Hollywood, FL 33021

CUSTOMER'S ORDER NO. 2526 | PHONE | DATE 7-20-2016

NAME EQUUM INVESTMENTS LLC

ADDRESS 8700 NW 91ST SUITE 200-13 DORAL FL 33166

QTY.	DESCRIPTION	PRICE	AMOUNT
	ADJUSTABLE	#	1500 00

Subtotal 1500 00
Deposit
Balance

Signature

EPS Renovation Group INVOICE

(954)854-1622
1603 N 58 Ave. Hollywood, FL 33021

CUSTOMER'S ORDER NO. 2527 | PHONE | DATE 7-27-2016

NAME SOLEUM INVOCAT MIAMI LLC

ADDRESS 8700 NW 41 ST SUITE 200-13 DORAL FL 33166

QTY.	DESCRIPTION	PRICE	AMOUNT
	ADVANCE LABR	$	1500 00

Subtotal 1500 00
Deposit
Balance

Signature

EPS Renovation Group INVOICE

(954)854-1622

1603 N 58 Ave. Hollywood, FL 33021

CUSTOMER'S ORDER NO. 2582	PHONE	DATE 9-28-2016	
NAME SOLLUM INAMTNTS LLC			
ADDRESS 8700 NW 41 ST SUITE			
200-13 DORAL FL-33160			
QTY.	DESCRIPTION	PRICE	AMOUNT
	RENOVATION	1500	00
	HOUSE COCA BEACH		
		Subtotal	
		Deposit	
		Balance	
		1500	00

Signature

EPS Renovation Group INVOICE

(954)854-1622

1603 N 58 Ave. Hollywood, FL 33021

CUSTOMER'S ORDER NO. 2580	PHONE	DATE 8-27-2016	
NAME SOLLUM INNAMENTS LLC			
ADDRESS 8700 NW 41 ST SUITE 200-			
13 DORAL FL 33160			
QTY.	DESCRIPTION	PRICE	AMOUNT
	RENOVATION	1500	00
	HOUSE COCA BEACH		
		Subtotal	
		Deposit	
		Balance	
		1500	00

Signature

EPS Renovation Group INVOICE

(954)854-1622

1603 N 58 Ave. Hollywood, FL 33021

CUSTOMER'S ORDER NO.	2587	PHONE		DATE	9-13-2016
NAME	SOLCUM INVANTS LLC				
ADDRESS	8700 NW 41 ST SUITE 200-13				
	DORAL FL 33160				

QTY.	DESCRIPTION	PRICE	AMOUNT
	RENOVATION	1500 00	
	HOUSE COCA BEACH		
	Subtotal		
	Deposit		
	Balance		
	1500 00		

Signature

EPS Renovation Group INVOICE

(954)854-1622

1603 N 58 Ave. Hollywood, FL 33021

CUSTOMER'S ORDER NO.	2583	PHONE		DATE	9-5-2016
NAME	SOLCUM INVANTS LLC				
ADDRESS	8700 NW 41 ST SUITE 200-13				
	DORAL FL 33160				

QTY.	DESCRIPTION	PRICE	AMOUNT
	RENOVATION	1500 00	
	HOUSE		
	Subtotal		
	Deposit		
	Balance		
	1500 00		

Signature

EPS Renovation Group INVOICE

(954)854-1622

1603 N 58 Ave. Hollywood, FL 33021

CUSTOMER'S ORDER NO. 2592	PHONE	DATE 9-19-2019
NAME SOLLUM INAMENTO LLC		
ADDRESS 8700 NW 41ST SUITE 200-13 DORAL FL 33160		

QTY.	DESCRIPTION	PRICE	AMOUNT
	RENOVTION HOUSE COCA BEACH	1500 00	
		Subtotal	
		Deposit	
		Balance	
		1500 00	

Signature

EPS Renovation Group INVOICE

(954)854-1622

1603 N 58 Ave. Hollywood, FL 33021

CUSTOMER'S ORDER NO. 2594	PHONE	DATE 9-21-2019
NAME SOLLUM INAMENTO LLC		
ADDRESS 8700 NW 41ST SUITE 200-13 DORAL FL 3316		

QTY.	DESCRIPTION	PRICE	AMOUNT
	RENOVTION HOUSE COCA BEACH APPLIENCES	1500 00	
		Subtotal	
		Deposit	
		Balance	
		1500 00	

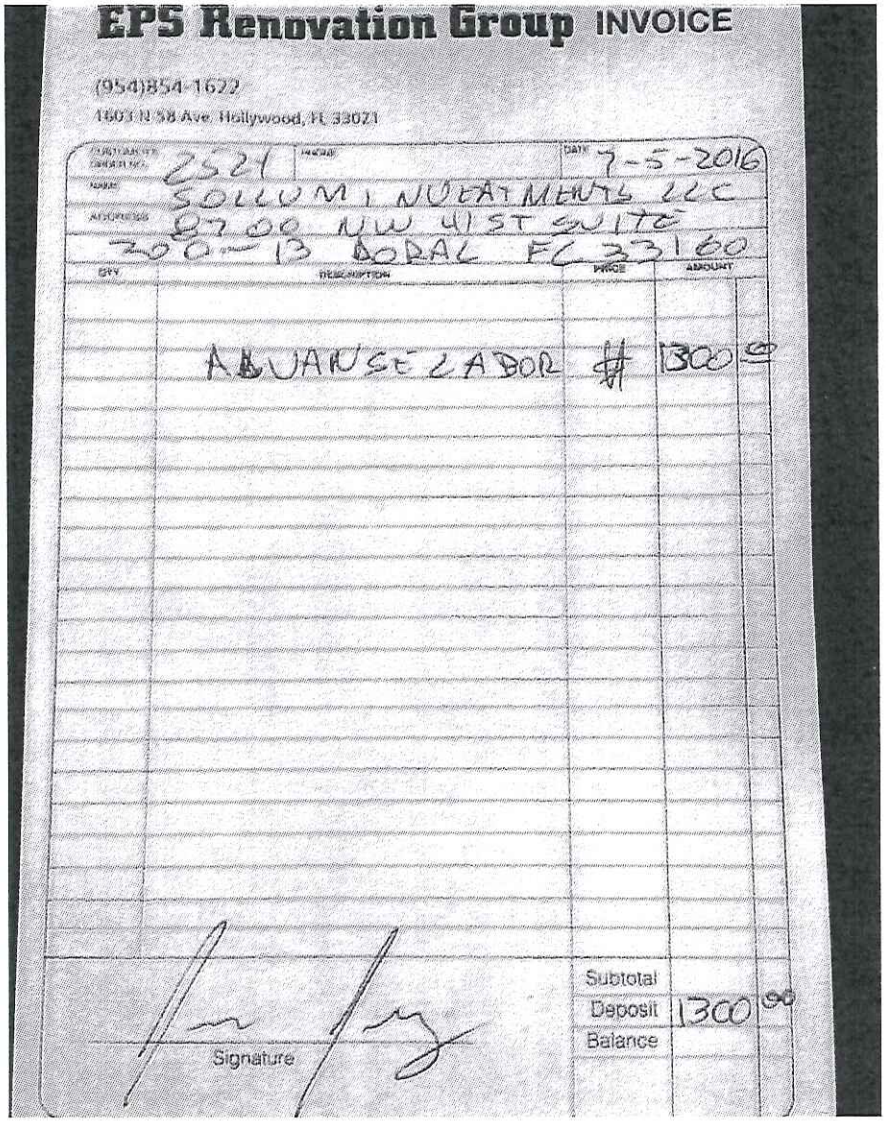
Signature

INVOICE CONTROL - EPS RENOVATION

ITEM	DATE	INVOICE ORDER #	VALUE INVOICE			
1	06/mai	2510	12.500,00			
2	27/mai	2517	1.500,00			
3	03/jun	2520	1.500,00			
4	10/jun	2521	1.500,00			
5	17/jun	2522	1.500,00			
6	27/jun	2523	1.500,00			
7	05/jul	2524	1.300,00			
8	13/jul	2525	1.500,00			
9	20/jul	2526	1.500,00			
10	27/jul	2527	1.500,00			
11	18/ago	2558	1.500,00			
12	27/ago	2580	1.500,00			
13	05/set	2583	1.500,00			
14	12/set	2581	1.500,00			
15	19/set	2592	1.500,00			
16	21/set	2594	1.500,00			
17	28/set	2582	1.500,00			
			36.300,00	0,00		

TOTAL PAYED TO EPS Renovation..... 36.300,00

INVOICE MISSING VALUE 0,00



EPS Renovation Group INVOICE

(954)854-1622

1601 N 58 Ave, Hollywood, FL 33021

DATE: 7-5-2016

2521

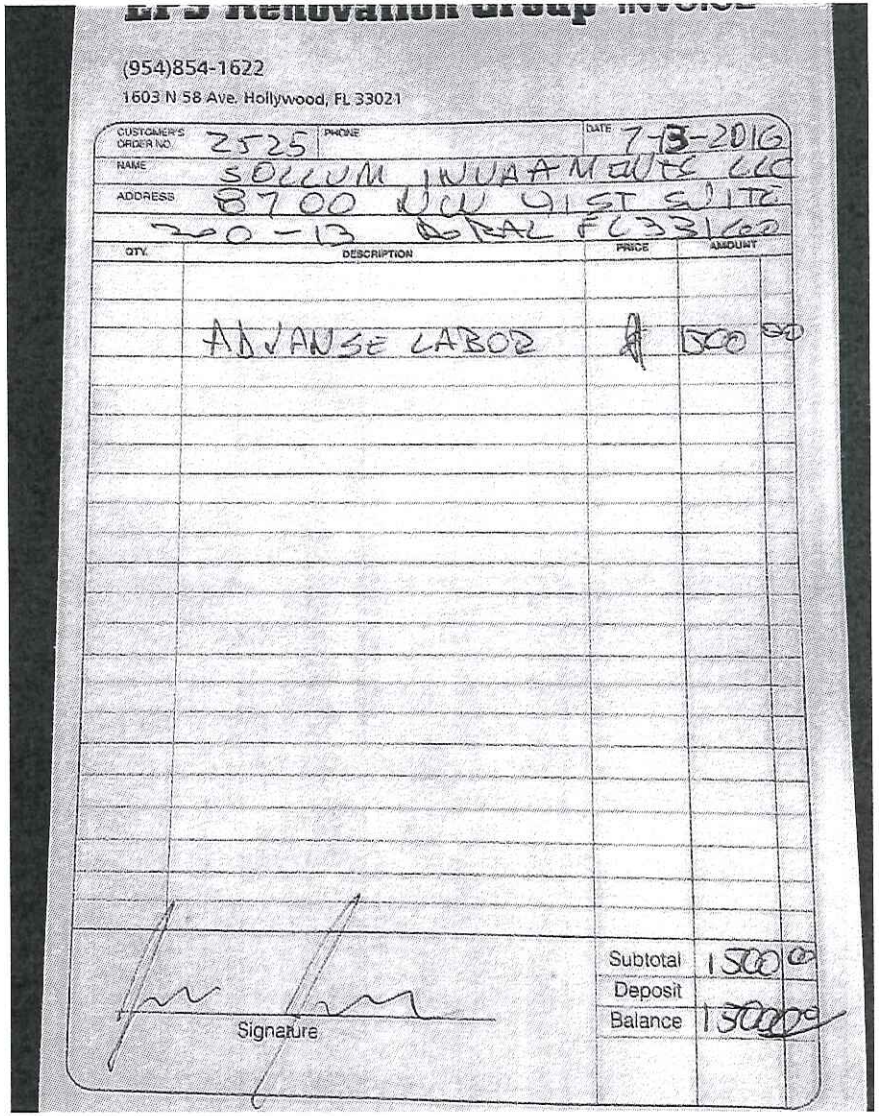
SOLUM TREATMENTS LLC

8700 NW 41ST SUITE 200-13 DORAL FL 33166

QTY	DESCRIPTION	PRICE	AMOUNT
	ABUAUSE LADOR	#	1300 00

Signature

Subtotal	
Deposit	1300 00
Balance	



EPS Renovation Group INVOICE

(954)854-1622

1603 N 58 Ave. Hollywood, FL 33021

CUSTOMER'S ORDER NO. 2525 | PHONE | DATE 7-13-2016

NAME SOLLUM JUAN MAUTE LLC

ADDRESS 8700 NW 41ST SUITE 200-13 DORAL FL 33166

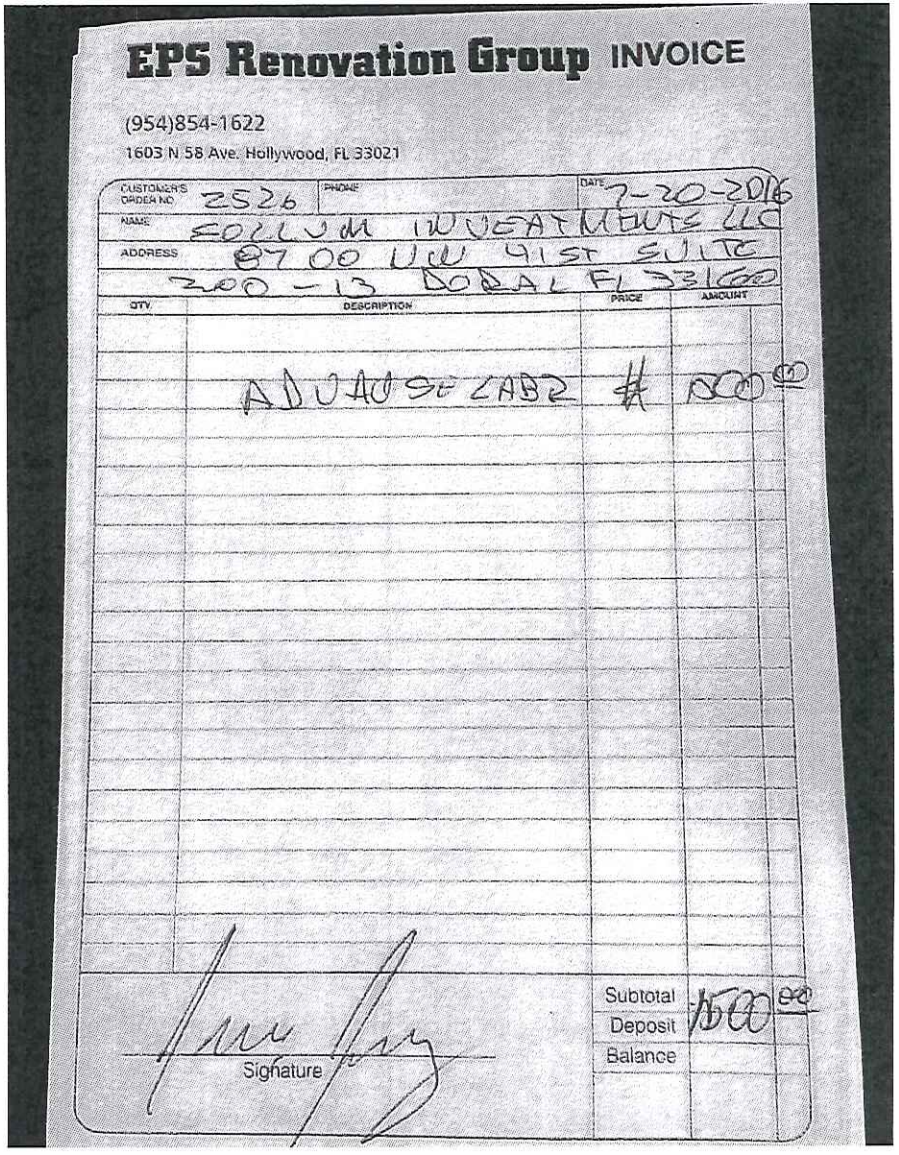
QTY.	DESCRIPTION	PRICE	AMOUNT
	ADVANSE LABOR	$	500 00

Subtotal 1500 00

Deposit

Balance 1500 00

Signature



EPS Renovation Group INVOICE

(954)854-1622

1603 N 58 Ave. Hollywood, FL 33021

CUSTOMER'S ORDER NO. 2526 | PHONE | DATE 7-20-2016

NAME FOLLUM INVESTMENTS LLC

ADDRESS 8700 NW 41ST SUITE 300-13 DORAL FL 33166

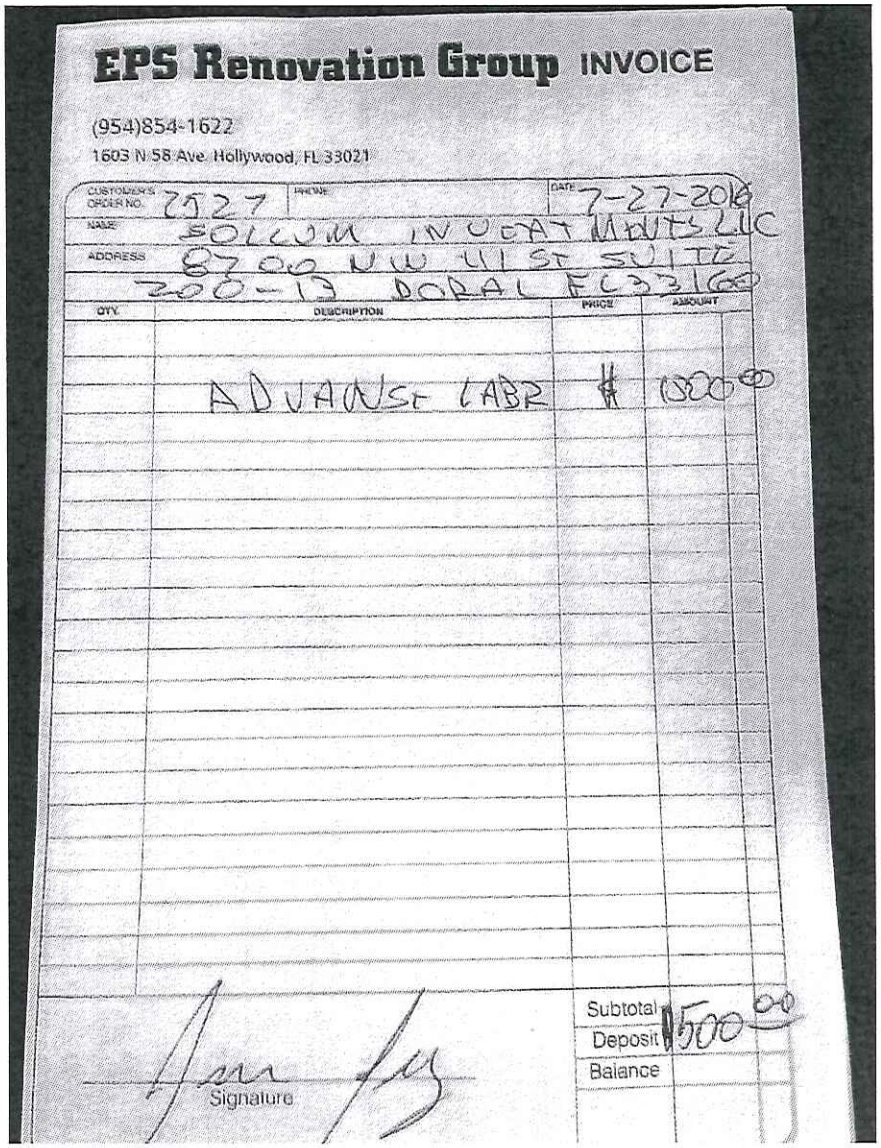
QTY.	DESCRIPTION	PRICE	AMOUNT
	ADJUSTABLE	#	500 00

Signature

Subtotal 500 00

Deposit 500 00

Balance



EPS Renovation Group INVOICE

(954)854-1622

1603 N 58 Ave Hollywood, FL 33021

CUSTOMER'S ORDER NO. 7527 | PHONE | DATE 7-27-2016

NAME SOLLUM INVESTMENTS LLC

ADDRESS 8700 NW 41 ST SUITE 200-13 DORAL FL 33166

QTY.	DESCRIPTION	PRICE	AMOUNT
	ADVANCE LABR		1000 00

Subtotal

Deposit 500 00

Balance

Signature

CITY OF COCOA
*** CUSTOMER RECEIPT ***

Oper: COCODDS Type: OC Drawer: 1
Date: 7/03/17 02 Receipt no: 564022

	Year	Number	Amount
	2015	711	
CE		CODE ENFORCEMENT	$20.00

Tender detail	
CA CASH	$20.00
Total tendered	$20.00
Total payment	$20.00

Trans date: 7/03/17 Time: 10:19:58

*** TOTAL DOES NOT INCLUDE CC FEE ***

PAYMENTS CAN NOW BE MADE ONLINE AT
HTTP://WWW.COCOAFL.ORG OR THROUGH THE
AUTOMATED PHONE SYSTEM (321) 433-8400

Legislation Details (With Text)

File #:	17-331	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	7/24/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Approve a Code Enforcement Lien Reduction request in the amount of $5,800.00 for the property located at 1053 Hickory Ln. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1053 Hickory Ln - SD.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 24, 2017
Agenda Date: August 8, 2017
Prepared By: Rachel Unruh, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Code Enforcement Lien Reduction request in the amount of $5,800.00 for the property located at 1053 Hickory Ln.

BACKGROUND:

CASE# 14-302:

The Code Enforcement Board held a public hearing on July 17, 2014, at which time the Board found the owner, Innova Investment Group LLC; Via Lam Llc, in violation of the following:

Section 6-900(b)(1) - Accumulation of Junk & Trash.

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective 8/9/2014. The lien ran at $50.00 per day from 8/9/2014 until compliance was achieved on 6/29/2017. The lien is $53,600.00 including $800 in Fixed Liens and the current owner, Innova Investment Group LLC; Via Lam Llc, is requesting that the lien be forgiven, due to the fact that the violations were imposed against the previous owner and he was not aware of the liens at the time of purchase.

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**

- When did the current owner obtain the property? **05/22/2015**

- How was the property obtained? **Quit Claim**

- How many (if any) previous code enforcement cases were on the property; **Ten.**

- How many (if any) previous or current code enforcement cases on other property owned by the same owner; **Eleven**

- The number of violations related to the subject lien; **One**

- The length of time the code enforcement lien ran before the violation was brought into compliance; the lien ran for **1056 days** and the total amount of the lien is **$52,800.00.**

- The current market value of the subject property; the current market value is **$34,930.00** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to **$ 5,800.00**.

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time.

STRATEGIC PLAN CONNECTION:

Image / Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on July 20, 2017, recommended that the lien be reduced to $5,800.00.

RECOMMENDED MOTION:

Approve a Code Enforcement Lien Reduction request in the amount of $5,800.00 for the property located at 1053 Hickory Ln.

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
7/19/2017

LIEN REDUCTION REQUEST FOR
CASE CE- 14-302

The Code Enforcement Board held a public hearing on **7/17/2014**, at which time the Board found the owner, **Kenneth & Susan Davenport** in violation of the following:

Ch. 6 Sec. 6-900(b)(1) – Accumulation of Junk & Trash

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **8/9/2014**. The lien ran at **$50.00** per day from **8/9/2014** until compliance was achieved on **6/29/2017**. The lien is **$53,600.00 including $800 in Fixed Liens** and the current owner, **Innova Investment Group LLC; Via Lam Llc**, is requesting that the lien be forgiven, due to the fact that the violations were imposed against the previous owner and he was not aware of the liens at the time of purchase.

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**
- How many (if any) previous code enforcement cases were on the property; **Ten**
- How many (if any) previous or current code enforcement cases on other property owned by the same owner; **Eleven**
- The number of violations related to the subject lien; **One**
- The length of time the code enforcement lien ran before the violation was brought into compliance; the lien ran for **1056** days and the total amount of the lien is
- The current market value of the subject property; the current market value is **$34,930** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to 5,800.00.

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

Application # CE - 14 - 302

LIEN REDUCTION APPLICATION

Community Services Department
Code Enforcement Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8508
Fax: (321) 433-8543
Web:http://www.cocoafl.org

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
MAY 25 2017
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 5/24/17

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

Company (if applicable): Innova Investment Group, LLC. & Via Lam, LLC.

Name: Nicolas Bravo

Mailing Address: PO BOX 310686

City: Miami State: FL Zip Code: 33231

Phone #: 786-708-1242 Fax #:

Mobile #: 786-262-2003 E-mail: bravocamino@hotmail.com

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

Company (if applicable):

Name:

Mailing Address:

City: State: Zip Code:

Phone #: Fax #:

Mobile #: E-mail:

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

Street Address and Location: 1053 Hickory Ln Cocoa, FL 32922

Parcel ID:

24-36-29-01-16-1□.□-□□□□.□□

Tax Account Number:

2421819

Existing Use(s) on Property: Residential

Proposed Use(s) on Property: _____

(If residential – (circle one) **owner occupied** or (rental); if rental does property owner anticipate accepting any state or federal rental subsidies? No

Nature of Violation(s): Junk/Trash

Date Fine or Lien Imposed: 06/14/2014 Amount of Fine: $50.00 per day

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

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

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

Code enforcement case number: CE 14-302

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? We are the first mortgage lender title was acquired through Deed in Lieu of foreclosure dated May 22, 2015.

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:

We are a first mortagge lender therefore a foreclosing entity. We learned of this pending lien through a lien search hereby attached. The property has been kept in compliance since we took title. We kindly request this Board to consider the facts and grant us the appropiate release of any accrued penalties except those which are true cost.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Former homeowner (Borrower) was in mortgage default the property was abandoned. We had no ownership rights to take corrective action

Amount you are requesting that the lien be reduced to: $500 (or true city expense)

Scanned by CamScanner

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:

Since we took title the property has been completely remodeled, see atatched deed in lieu of foreclosure and lien search.

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:

1205 Japonica Ln Cocoa, FL 32922 by Innova Investment Group, LLC 50% interest (a foreclosing entity). Disrepair prior to recent foreclosure being address by proper permit as applied and pending approval.

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.** 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.** 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.

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11. Signatures and Notarization.

STATE OF Florida COUNTY OF Orange. I, A. Nicolas Bravo-Cortino 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)

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

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced FL DL

SELAH FERRY
MY COMMISSION # FF955409
EXPIRES: January 27, 2020

Selah Ferry
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ ORANGE

Sworn and subscribed to before me this 24th day of May, 20 17

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First BILLING

Customer service is our business

City of Cocoa Building Office Flat

Date / Time	5/25/2017 11:45:14 AM	Cashier	dsimpson
Transaction ID	49537819	$20.00	Base
		$2.99	Conv. Fee
		$22.99	Total
Invoice Number	CE 14-302		

Payment Summary :
Payment Acct Last4 : ********
Billing Name : INNOVA VIIA LAM
Billing Address :
, 33231
Phone Number :
Email Address :

CITY OF COCOA
*** CUSTOMER RECEIPT ***
Oper: COCODDS Type: CC Drawer: 1
Date: 5/25/17 02 Receipt no: 492519

	Year	Number	Amount
	2014	302	
CE		CODE ENFORCEMENT	$20.00

Tender detail
CC CREDIT CARD $20.00
Total tendered $20.00
Total payment $20.00

Trans date: 5/25/17 Time: 11:47:12

*** TOTAL DOES NOT INCLUDE CC FEE ***

PAYMENTS CAN NOW BE MADE ONLINE AT
HTTP://WWW.COCOAFL.ORG OR THROUGH THE
AUTOMATED PHONE SYSTEM (321) 433-8400

South Milhausen
A PROFESSIONAL ASSOCIATION

Gateway Center
1000 Legion Place • Suite 1200
Orlando, FL 32801
Tel 407 539 1638
Fax 407 539 2679
www.southmilhausen.com

Jeffrey P. Milhausen
J. Todd South
Richard D. Baxter
John Christensen
Sherry Lambson-Eisele
Jason Hawkins
F. Lee Morrison
D.H. Popper P.A.
Scott R. Rost
Dudley Q. Sharp LL.M.
Scott South
Nathan L. Townsend
Taylor D. Ward **
Cameron H. P. White

BOARD CERTIFIED BY THE FLORIDA BAR IN BUSINESS LITIGATION
** OF COUNSEL
ALSO ADMITTED IN NEW YORK
ALSO ADMITTED IN MISSOURI AND KANSAS

July 20, 2017

Via Electronic Mail
(dbunt@cocoafl.org)

Dennis Bunt
Code Enforcement Manager
Cocoa Police Department
1226 W. King Street
Cocoa, FL 32922

Re: CONFIDENTIAL SETTLEMENT OFFER
1053 Hickory Lane, Cocoa, FL ("Property")

Dear Mr. Bunt:

Our firm, South Milhausen, P.A., represents Innova Investment Group, LLC and Via Lam, LLC ("Owners"), owners of the above-referenced Property. This communication is being sent to facilitate a confidential settlement discussion.

Our clients became the owners of the Property on July 29, 2016, by accepting a deed-in-lieu of foreclosure from the prior owners, Kenneth P. Davenport and Susan H. Davenport. Since acquiring the Property, our clients have made a diligent effort to bring the Property into compliance.

Therefore, on behalf of our client, I am authorized to offer the following settlement proposal. In exchange for the release of the running liens owed the City of Cocoa, currently set for $52,800.00 under Case Numbers 15-756, 15-403, 15-061, 14-328, 14-302, and 12-708, our client is prepared to satisfy these liens with a lump sum of $1,800.00. This amount represents satisfaction of the costs incurred by the City of Cocoa in the amount of $800.00, as well as payment of $1,000.00 for any inconvenience this has caused the City of Cocoa. Payment of this amount can be made within ten (10) days of acceptance.

Kindly consider this proposal and contact me no later than Monday, July 24, 2017, to advise whether this is acceptable.

Thank you for your time and consideration of this matter.

Sincerely,

Cameron H.P. White

CHPW/
cc: Client

Skyline LIEN SEARCH

www.SkylineLien.com
Toll Free: 1-888-553-4627
P.O. Box 652926
Miami, FL 33265

BILL TO

Roxana I. Nasco, P.A.
2600 So Douglas Road
1007
miami , FL 33134
3058582615

SERVICE

Lien Search

05/15/2017

INVOICE

#613205

PROPERTY INFORMATION

File Number: 17-503

Folio: 24-36-29-01-16-1

Address:
1053 Hickory Lane
Cocoa, FL 32922

County: Brevard

DETAILS

Order: 613205
Date: 05/15/2017
Payment Due

Lien Search Fee:	**$175.00**
Lien Search Rush Fee:	**$0.00**
Lien Search Expenses:	**$0.00**

Total: $175.00

All Invoices are due within 30 days or at closing, as established by agreement between the above mentioned company and Skyline Lien Search, Inc. Please include a copy of the invoice with all payments. Skyline Lien Search is not responsible for any reporting error caused by inaccurate entries/docketing, and/internal; reporting procedures of the examined records from the particular County/ Municipality.

For overnight payment delivery: 8785 SW 165 Ave. PH 301. Miami, FL 33193

If you have any questions about this invoice, please contact:
(305) 553-4627 or accounting@skylinelien.com
www.SkylineLien.com

Thank you for choosing Skyline Lien Search!

Skyline LIEN SEARCH

www.SkylineLien.com
Toll Free: 1-888-553-4627
12002 SW 128TH CT, Suite 202
Miami, FL. 33186

ORDER DETAILS

This Summary Report is provided as a guide only. Please, review the attached documents.

1053 Hickory Lane
Cocoa, FL 32922

Company: Roxana I. Nasco, P.A.
File Number: 17-503
Folio: 24-36-29-01-16-1

Requested by: Roxana Nasco
Order: 613205
Date: 05/15/2017

TAXES

Currently Due: YES ✗
Frequency: Annually

Please see DELINQUENT TAX information.

Delinquent Taxes Due: YES ✗

Period	Due as of	Amount
2016	05/31/2017	983.10

Taxes Paid: N/A ✓

Contact: Payable to: BREVARD COUNTY TAX COLLECTOR Address: 400 South St., 6th Flr Titusville, FL Ph.: 321-264-6935

VIOLATIONS

Code Violations: YES ✗

Payoff Attached: NONE

Multiple code violations, please see attached for further information.

Building Violations: NONE ✓

Payoff Attached: NONE

Contact: Ph.: 321-639-7570

ASSESSMENTS

Assessments: NONE ✓

MUNICIPAL LIENS

Municipal Liens: YES ✗

Code enforcement lien(s) please see attached for further information.

UTILITIES

Utilities Due: YES ✗

Lien: NONE

Account	Date	Amount
N/A	12/27/2016	425.79
N/A	02/08/2005	58.80
N/A	01/07/2003	712.25
N/A	08/25/1994	58.32

Account History Attached: NONE

Contact: Address: CITY OF COCOA 65 STONE ST COCOA, FLORIDA 32922 Ph.: 321-433-8480

PERMITS

Open / Expired Permits: YES ✗

Permit
#05-1916 - EXPIRED - ELECTRICAL

Contact: Ph.: 321-639-7567

PROCESSING

Examiner: Lilly Gomez **Lien Search Summary #3783671** **Completed On:** 05/17/2017

Skyline Lien Search, Inc. is not responsible for any errors or omissions by City of County officials providing the attached information. Skyline Lien Search is not responsible for any discrepancies between the summary report and the documents provided. It is the user's responsibility to read the attached documents. Tangible personal property taxes are ad valorem assessments againts forniture, fictures and equipment located in businesses or rental property. Although every attempt is made to provide such information, our company makes no express or implied warranty concerning business assests. Please, verify prior to closing with business entity record. Please, make sure to update your search before closing and remit any questions to our office at 1-888-553-4627.

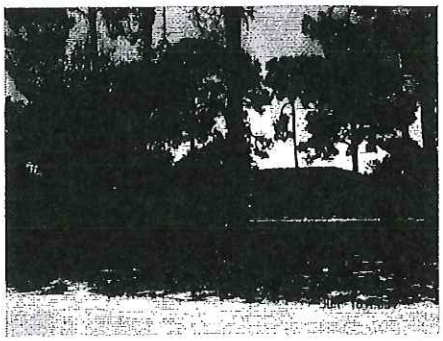
Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

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

Account	2421819
Owners	Innova Investment Group LLC; Via Lam LLC
Mailing Address	701 Brickell Ave , Unit 1650 Miami FL 33131
Site Address	1053 Hickory Ln Cocoa FL 32922
Parcel ID	24-36-29-01-16-1
Property Use	0110 - Single Family Residence
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.38
Subdivision	Pineridge Subd
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0011/0100
Land Description	Pineridge Subd Lot 1 Blk 16



VALUE SUMMARY

Category	2016	2015	2014
Total Market Value	$34,930	$30,340	$28,970
Agricultural Market Value	$0	$0	$0
Assessed Value Non-School	$34,930	$30,340	$28,970
Assessed Value School	$34,930	$30,340	$28,970
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$34,930	$30,340	$28,970
Taxable Value School	$34,930	$30,340	$28,970

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
05/22/2015	$30,400	QC	Improved	7674/1809
08/07/2002	$12,400	QC	Improved	4695/0642
10/30/1993	$34,100	WD	Improved	3332/2695
03/01/1992	$6,000	QC	Improved	3185/0214
12/01/1968	$12,600	--	--	1061/0523

BUILDINGS

PROPERTY DATA CARD #1

Building Use	Year Built	Story Height	Floors	Residential Units	Commerical Units
0110 - Single Family Residence	1957	8	1	1	0

Materials	
Exterior Wall:	Painted Exterior
Frame:	Masnryconc
Roof:	Bu-Tg/Mmbrn
Roof Structure:	Flat/Shed

Sub Areas	
Base Area (1st)	1000
Carport	304
Utility Room	84
Total Base Area	1000
Total Sub Area	1388

Extra Features

No Data Found

Additional Extra Features

No Data Found

Generated on 5/16/2017 9:04:37 AM

BREVARD COUNTY TAX COLLECTOR
Lisa Cullen, CFC

2016 Roll Details — Real Estate Account At 1053 HICKORY LN, COCOA

Print this page

Real Estate Account #2421819 | Parcel details | Latest bill | Full bill history

Pay All: $983.10

2016	2015	2014	2013	...	2005
$983.10 due	PAID	PAID	PAID		PAID

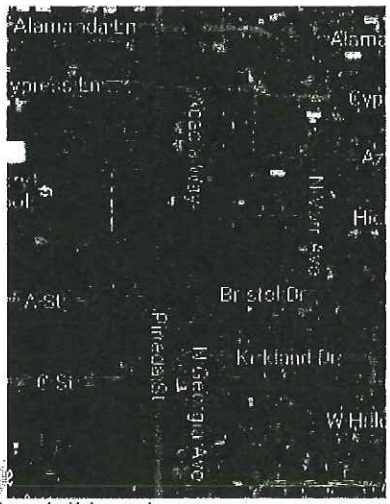
Get Bills by Email | **Pay this bill: $983.10**

Owner: Innova Investment Group LLC
701 Brickell AVE # 1650
Miami, FL 33131-2847
and 1 other

Situs: 1053 HICKORY LN
COCOA

Account number: 2421819
Alternate Key: 2421819
Millage code: 23D0
Millage rate: 19.1903

Assessed value: 34,930
School assessed value: 34,930



Location is not guaranteed to be accurate. **GIS - Property Appraiser**

2016 Annual bill — View

Ad valorem: $670.33
Non-ad valorem: $250.16
Total Discountable: 920.49
No Discount NAVA: 0.00
Total tax:

Legal description

PINERIDGE SUBD LOT 1 BLK 16

Location

Geo number: 24 3629-01-16-1
Township: 24
Range: 36
Section: 29
Block: 16
Lot: 1

Use code: 0110
Total acres: 0.380

Addresses

Other owners: Via Lam LLC



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BREVARD COUNTY TAX COLLECTOR
Lisa Cullen, CFC

Bill History — Real Estate Account At 1053 HICKORY LN, COCOA

Print this page

Real Estate Account #2421819 | Parcel details | Latest bill | Full bill history

Get Bills by Email

Amounts as of 05/16/2017

Pay all: $983.10

Bill	Balance			
2016 Annual Bill	$983.10	Pay this bill: $983.10		Print (PDF)
2015 Annual Bill		09/13/2016	Paid $932.94 Receipt #800-16-00004728	Print (PDF)
Tax Deed Application #160442		09/22/2016	Deed sale	
		07/13/2016	Deed certified	
		04/26/2016	Deed applied	
2014 Annual Bill		09/13/2016	Paid $980.80 Receipt #800-16-00004728	Print (PDF)
Tax Deed Application #160442		09/22/2016	Deed sale	
		07/13/2016	Deed certified	
		04/26/2016	Deed applied	
2013 Annual Bill	$0.00	09/13/2016	Paid $961.56 Receipt #800-16-00004728	Print (PDF)
Tax Deed Application #160442		09/22/2016	Deed sale	
		07/13/2016	Deed certified	
		04/26/2016	Deed applied	
2012 Annual Bill	$0.00	11/29/2012	Paid $787.08 Receipt #2013-8007043	Print (PDF)
2011 Annual Bill	$0.00	05/21/2012	Paid $960.44 Receipt #2012-1111150	Print (PDF)
2010 Annual Bill	$0.00	04/30/2012	Paid $1,148.86 Receipt #2012-1110832	Print (PDF)
Redeemed certificate #4792	Face $1,088.20 Rate 4.75%	04/30/2012	Certificate redeemed	
		05/31/2011	Certificate issued	
		05/01/2011	Advertisement file created	
2009 Annual Bill	$0.00	04/30/2012	Paid $1,465.35 Receipt #2012-1110832	Print (PDF)
Redeemed certificate #5109	Face $1,249.54 Rate 8.75%	04/30/2012	Certificate redeemed	
		05/28/2010	Certificate issued	
		05/01/2010	Advertisement file created	
2008 Annual Bill	$0.00	11/27/2008 *Effective 11/26/2008*	Paid $1,422.02 Receipt #2009-6079692	Print (PDF)
2007 Annual Bill	$0.00	12/01/2007 *Effective 11/30/2007*	Paid $1,555.98 Receipt #2008-6087764	Print (PDF)
2006 Annual Bill	$0.00	12/02/2006 *Effective 11/30/2006*	Paid $1,847.48 Receipt #2007-6076554	Print (PDF)
2005 Annual Bill	$0.00	11/28/2005 *Effective 11/23/2005*	Paid $1,486.24 Receipt #2006-9052927	Print (PDF)
Total Balance	$983.10	Pay all: $983.10		

VISA MasterCard American Express Cards DISCOVER Network e-check

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2016 REMINDER REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2421819		23D0

Pay your taxes online at www.brevardtc.com

Innova Investment Group LLC
Via Lam LLC
701 Brickell AVE # 1650
Miami, FL 33131-2847

1053 HICKORY LN

PINERIDGE SUBD LOT 1 BLK 16

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	4.3631	34,930	0	34,930	152.40
BREVARD LIBRARY DISTRICT	0.5232	34,930	0	34,930	18.28
BREVARD MOSQUITO CONTROL	0.2067	34,930	0	34,930	7.22
RECREATION DISTRICT 4 - MAINT	0.7200	34,930	0	34,930	25.15
TI-CO AIRPORT AUTHORITY	0.0000		0	0	0.00
SCHOOL - BY STATE LAW	4.6680	34,930	0	34,930	163.05
SCHOOL - BY LOCAL BOARD	0.7480	34,930	0	34,930	26.13
SCHOOL - CAPITAL OUTLAY	1.5000	34,930	0	34,930	52.40
CITY OF COCOA	5.9790	34,930	0	34,930	208.85
ST JOHNS RIVER WATER MGMT DST	0.2885	34,930	0	34,930	10.08
FLA INLAND NAVIGATION DIST	0.0320	34,930	0	34,930	1.12
ENV END LD/WTR LTD 05-24	0.0582	34,930	0	34,930	2.03
ENV END LD/WTR LTD(DBTP) 05-24	0.1036	34,930	0	34,930	3.62

TOTAL MILLAGE	19.1903	AD VALOREM TAXES	$670.33

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
156 SOLID WASTE COLLECTION		0.00
158 SOLID WASTE DISPOSAL		57.00
167 FIRE SERVICES - COCOA		193.16

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$250.16

If Received By Please Pay	May 31, 2017 $983.10				

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2016 REMINDER REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2421819		23D0

Pay your taxes online at www.brevardtc.com

RETURN WITH PAYMENT

Innova Investment Group LLC
Via Lam LLC
701 Brickell AVE # 1650
Miami, FL 33131-2847

PAYING ONLINE VIA E-CHECK IS FREE

"PAY ONLINE, NOT IN LINE"

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Received By Please Pay	May 31, 2017 $983.10				

1 02421819 2016 4

FRSData

City of Cocoa
Municipal Information Report

Property Address:
1053 Hickory Ln
Cocoa, Florida 32922
Folio #: 2421819

Effective Date:
05/16/2017

Requested By:
Skyline Lien Search
12002 SW 128th Ct, Ste 202
Miami, Florida 33186

Payment Method: Please issue check in the amount of $45.00 to FRS Data, LLC for search

1. Code Enforcement

Violation Code:	Due:	Violation:	Status:	Violation Date:
09-6		Abandoned junk vehicle	Abated	10/3/2008
12-708	$165.00	Weeds	Fixed Lien	08/12/2012
14-302		Junk/Trash	Running Lien - $50,600.00 as of today + $50.00 daily starting 8/8/2014	06/04/2014
14-328	$155.00	Weeds	Fixed Lien	07/01/2014
15-403	$160.00	Weeds	Fixed Lien	03/21/2015
15-61	$160.00	Weeds	Fixed Lien	10/24/2014
15-756	$160.00	Weeds	Fixed Lien	08/05/2015

2. Permits

Item/Description:	Due:	Permit #:	Status:	Date:
Electrical		05-1916	Expired	06/01/2005

3. Utilities

Type:	Account Name:	Due Date:	Balance*:	Effective Date:
Water/Sewer/Garbage	Crawford-Brown, Kristeena R	05/15/2017	$0.00	05/16/2017
Water/Sewer/Garbage	Gadcaz, Breanna	12/27/2016	$425.79	05/16/2017
Water/Sewer/Garbage	Bodden, Marvin Francisco	02/08/2005	$58.80	05/16/2017
Water/Sewer/Garbage	Green, Andrea Monique	01/07/2003	$712.25	05/16/2017
Water/Sewer/Garbage	Phelps, Richard T	08/25/1994	$58.32	05/16/2017

Report attachments: Account History

www.FRSData.com

Any questions regarding matters as they appear on this report should be directed to searches@frsdata.com.

Please issue payment for any monies due on above report directly to The City of Cocoa (see below options).Search fees should be made payable to FRS Data, LLC.

If monies are owed on this account you have THREE options to settle the account:

1. Mail a check to 65 Stone St. Cocoa, Fl. 32922 Attn: Customer Service
2. Call 321-433-8400 and follow the prompts. VISA, MasterCard, AMEX, Discover or Checking
3. Visit our web-page www.cocoafl.org "Online Payments", same payment methods

INVOICE

FRS Data, LLC
424 E.Central Blvd. Suite 376
Orlando, FL 32801
billing@frsdata.com

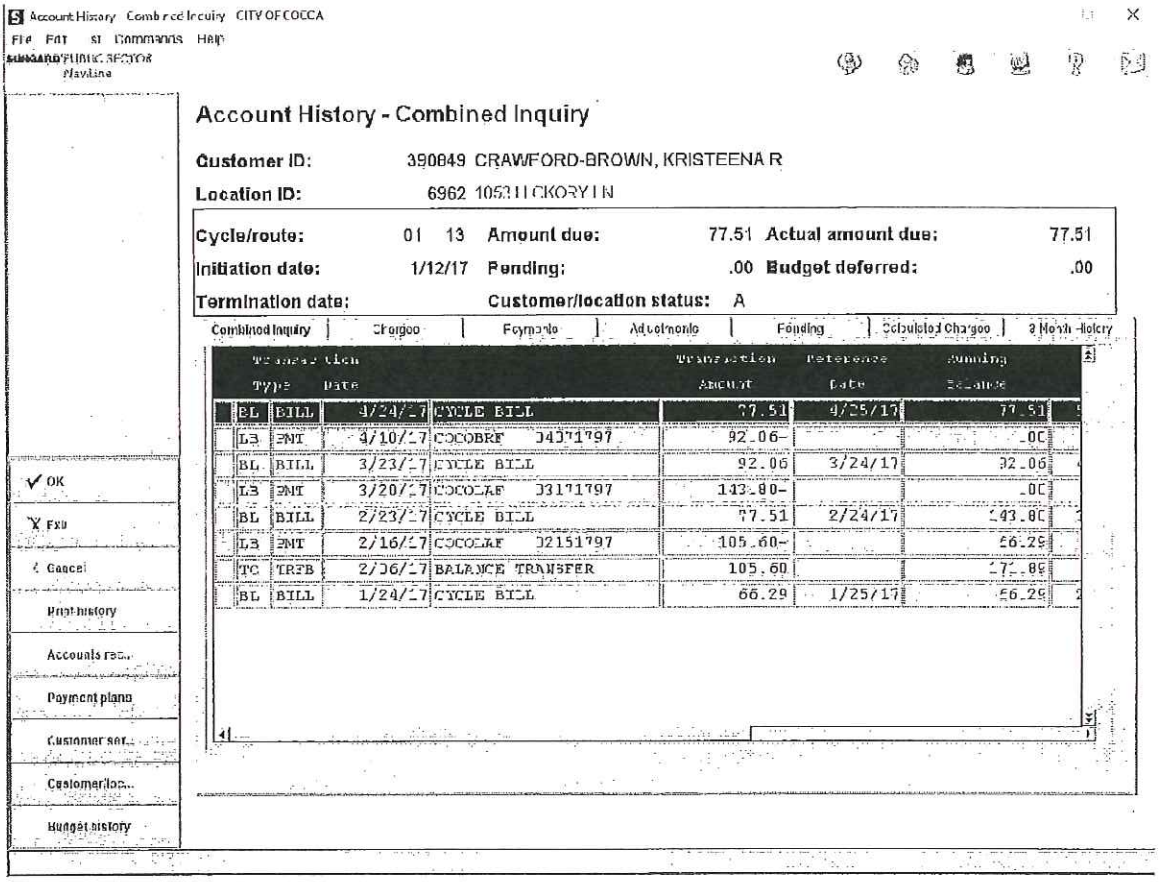
Invoice No : 11113
Date : 05/16/2017
Received : 05/16/2017
Municipality : City of Cocoa

Bill To:
Skyline Lien Search
12002 SW 128th Ct, Ste 202
Miami, Florida 33186

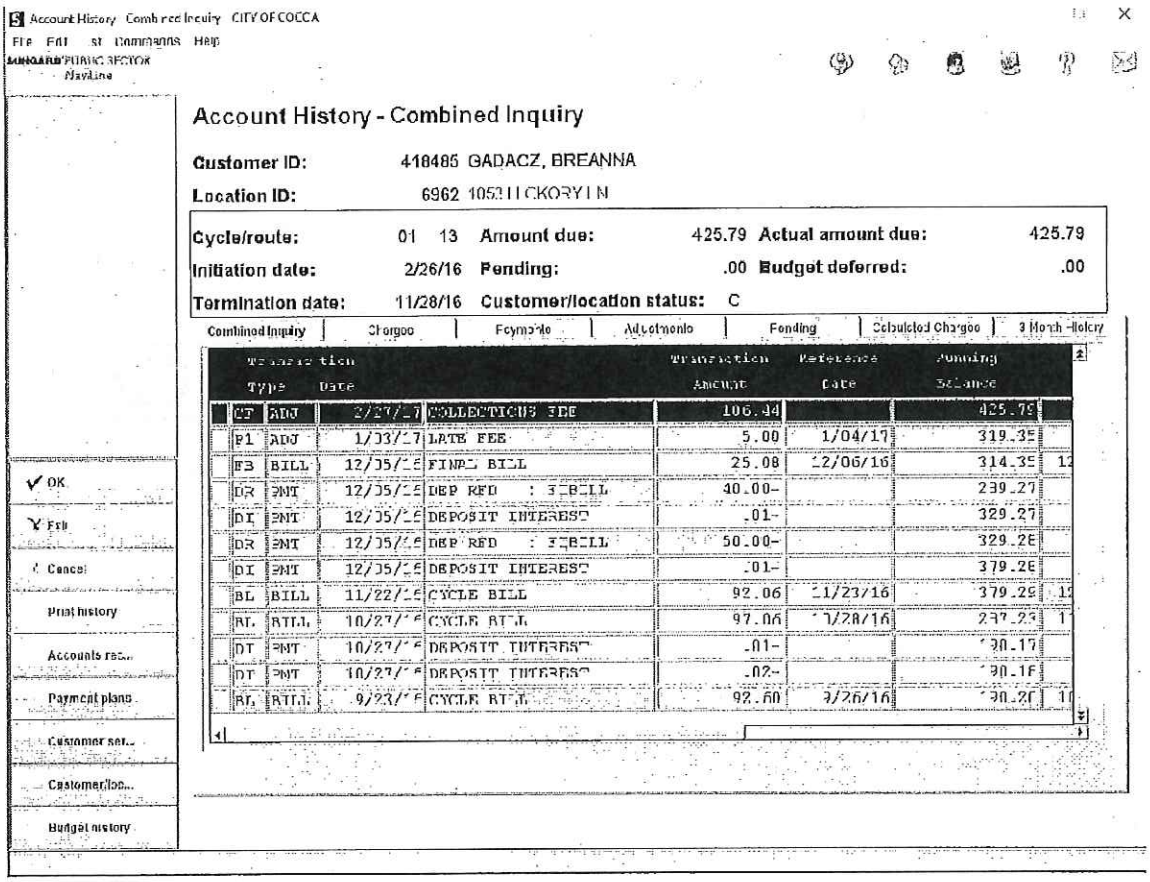
Payment Terms
30 days

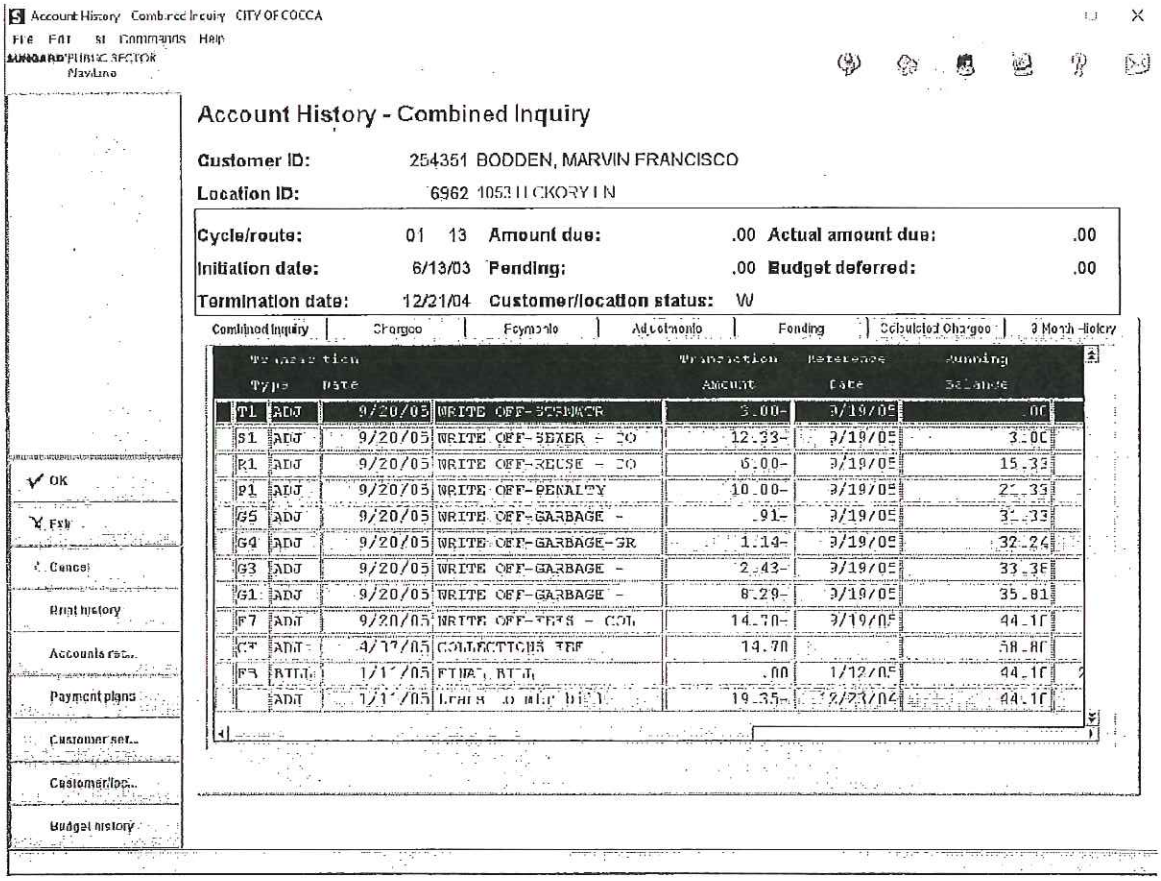
Quantity	Description	Unit Price	Line Total
1	Lien Search w/AH-Rush	$45.00	$45.00
	Property Address: 1053 Hickory Ln		
		Subtotal	$45.00
		TOTAL	$45.00

Make all checks payable to FRS Data, LLC and mail to the above address.

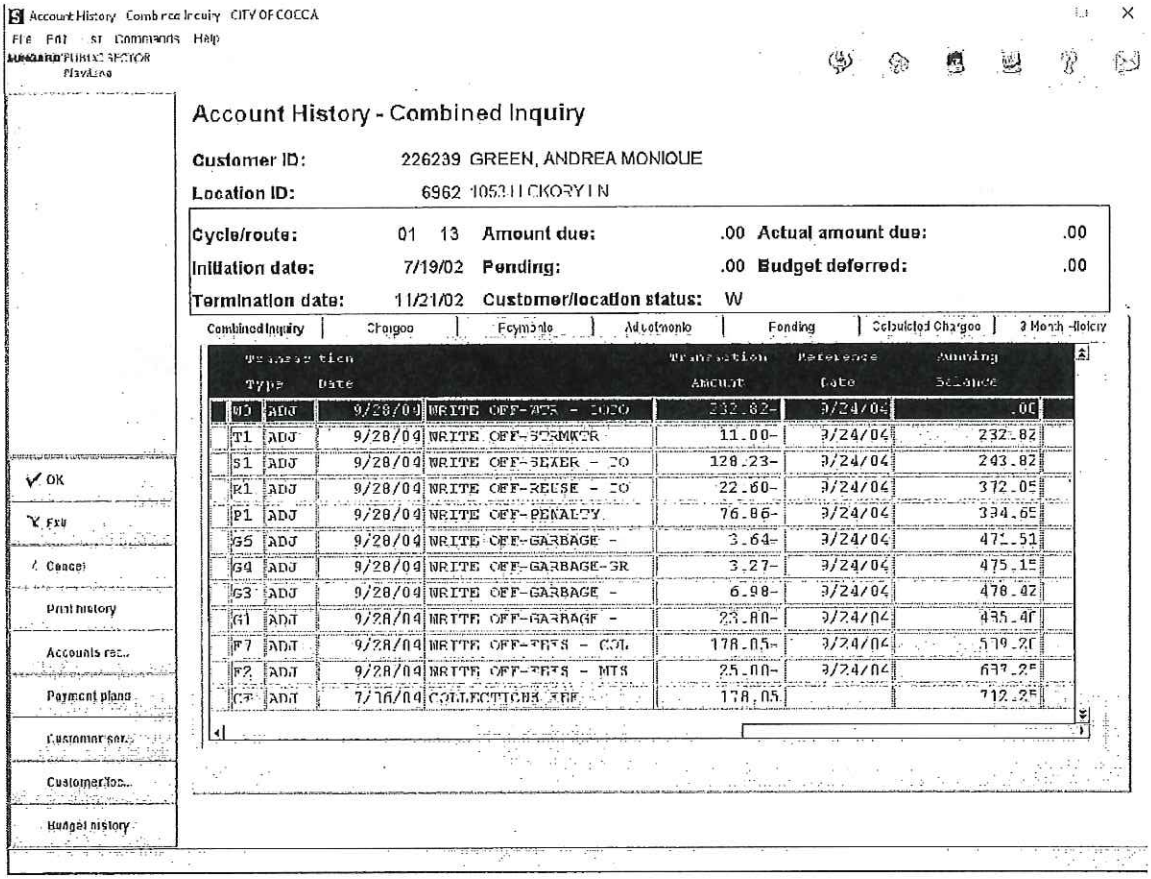


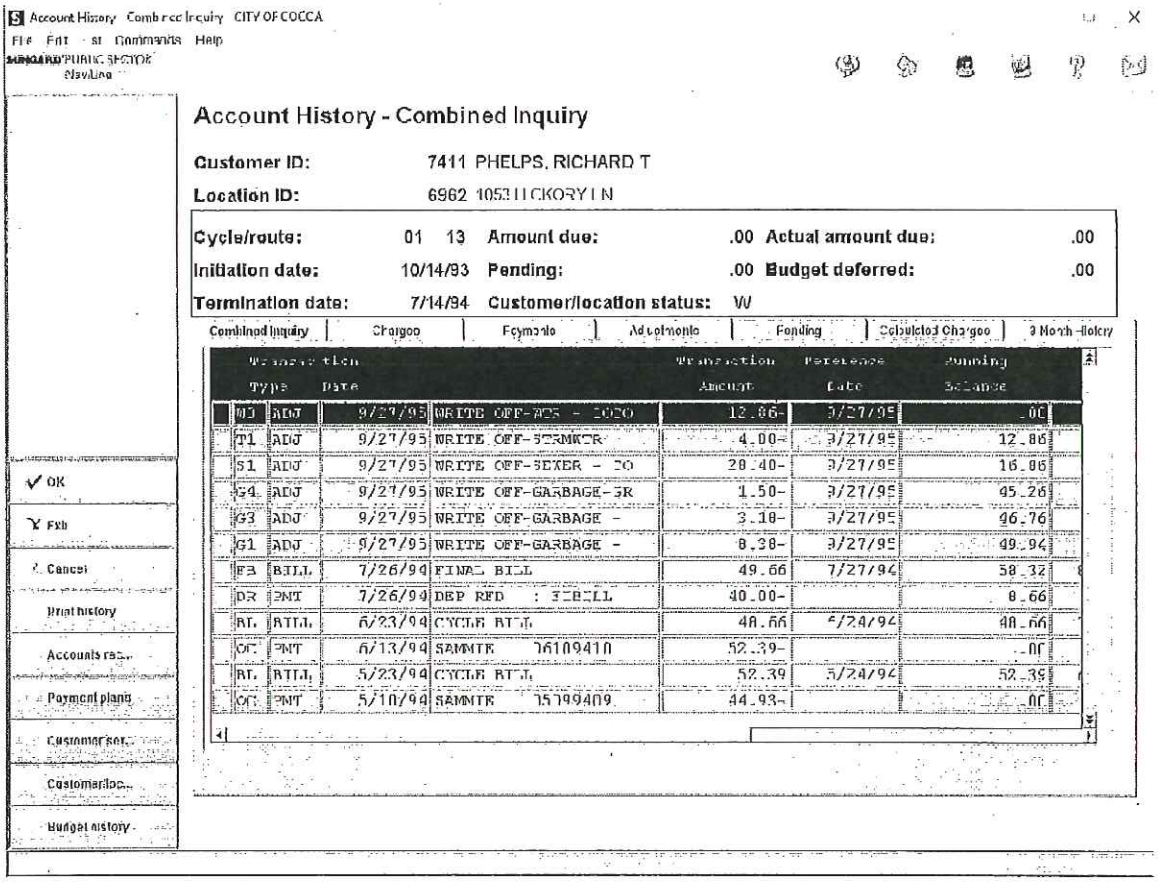
Transaction Type	Date		Transaction Amount	Reference Date	Running Balance
BL BILL	4/24/17	CYCLE BILL	77.51	4/25/17	77.51
LB PMT	4/10/17	COCOBRF 04171797	92.06-		.00
BL BILL	3/23/17	CYCLE BILL	92.06	3/24/17	92.06
LB PMT	3/20/17	COCOLAF 03171797	143.80-		.00
BL BILL	2/23/17	CYCLE BILL	77.51	2/24/17	143.80
LB PMT	2/16/17	COCOLAF 02151797	105.60-		66.29
TC TRFB	2/06/17	BALANCE TRANSFER	105.60		171.89
BL BILL	1/24/17	CYCLE BILL	66.29	1/25/17	66.29


Account History Combined Inquiry CITY OF COCCA
File Edit Commands Help
Navline
Account History - Combined Inquiry
Customer ID: 418485 GADACZ, BREANNA
Location ID: 6962 1052 HICKORY LN
Cycle/route: 01 13
Amount due: 425.79
Actual amount due: 425.79
Initiation date: 2/26/16
Pending: .00
Budget deferred: .00
Termination date: 11/28/16
Customer/location status: C
Combined Inquiry
Charges
Payments
Adjustments
Pending
Calculated Charges
3 Month History
Transaction Type
Transaction Date
Transaction Amount
Reference Date
Running Balance
CT ADJ 2/27/17 COLLECTIONS FEE 106.44 425.79
F1 ADJ 1/03/17 LATE FEE 5.00 1/04/17 319.35
FB BILL 12/05/16 FINAL BILL 25.08 12/06/16 314.35
DR PMT 12/05/16 DEP REQ : FEBILL 40.00- 289.27
DI PMT 12/05/16 DEPOSIT INTEREST .01- 329.27
DR PMT 12/05/16 DEP REQ : FEBILL 50.00- 329.28
DI PMT 12/05/16 DEPOSIT INTEREST .01- 379.28
BL BILL 11/22/16 CYCLE BILL 92.06 11/23/16 379.29
BL BILL 10/27/16 CYCLE BILL 97.06 10/28/16 287.23
DT PMT 10/27/16 DEPOSIT INTEREST .01- 190.17
DT PMT 10/27/16 DEPOSIT INTEREST .02- 190.18
BL BILL 9/23/16 CYCLE BILL 92.60 9/26/16 190.20
OK
Exit
Cancel
Print history
Accounts rec...
Payment plans
Customer ser...
Customer/loc...
Budget history



Transaction Type	Transaction Date		Transaction Amount	Reference Date	Running Balance
TL ADJ	9/20/05	WRITE OFF-SEWER	3.00-	9/19/05	0C
S1 ADJ	9/20/05	WRITE OFF-SEWER - CO	12.33-	9/19/05	3.0C
R1 ADJ	9/20/05	WRITE OFF-REUSE - CO	6.00-	9/19/05	15.33
P1 ADJ	9/20/05	WRITE OFF-PENALTY	10.00-	9/19/05	21.33
G5 ADJ	9/20/05	WRITE OFF-GARBAGE -	.91-	9/19/05	31.33
G4 ADJ	9/20/05	WRITE OFF-GARBAGE-GR	1.14-	9/19/05	32.24
G3 ADJ	9/20/05	WRITE OFF-GARBAGE -	2.43-	9/19/05	33.38
G1 ADJ	9/20/05	WRITE OFF-GARBAGE -	8.29-	9/19/05	35.81
F7 ADJ	9/20/05	WRITE OFF-FEES - COL	14.70-	9/19/05	44.1C
C7 ADJ	4/17/05	COLLECTIONS FEE	14.70		58.8C
F3 BILL	1/17/05	FINAL BILL	.00	1/12/05	44.1C
ADJ	1/17/05	Leans to mid bill	19.35-	12/23/04	44.1C


Account History Combined Inquiry CITY OF COCCA
File Edit Commands Help
Account History - Combined Inquiry
Customer ID: 226239 GREEN, ANDREA MONIQUE
Location ID: 6962 1053 11 CKORY LN
Cycle/route: 01 13
Amount due: .00
Actual amount due: .00
Initiation date: 7/19/02
Pending: .00
Budget deferred: .00
Termination date: 11/21/02
Customer/location status: W
Combined Inquiry
Charges
Payments
Adjustments
Pending
Calculated Charges
3 Month History
OK
Exit
Cancel
Print history
Accounts rec...
Payment plans
Customer ser...
Customer loc...
Budget history
Transaction Type
Transaction Date
Transaction Amount
Reference Date
Running Balance
WRITE OFF-WTR - 2020 232.82- 9/24/04 .00
WRITE OFF-SWIMMER 11.00- 9/24/04 232.82
WRITE OFF-SEWER - 20 128.23- 9/24/04 243.82
WRITE OFF-REUSE - 20 22.60- 9/24/04 372.05
WRITE OFF-PENALTY 76.86- 9/24/04 394.65
WRITE OFF-GARBAGE - 3.64- 9/24/04 471.51
WRITE OFF-GARBAGE-GR 3.27- 9/24/04 475.15
WRITE OFF-GARBAGE - 6.98- 9/24/04 478.42
WRITE OFF-GARBAGE - 23.80- 9/24/04 485.40
WRITE OFF-FETS - COL 178.05- 9/24/04 509.20
WRITE OFF-FETS - MTS 25.00- 9/24/04 687.25
COLLECTIONS FEE 178.05 712.25

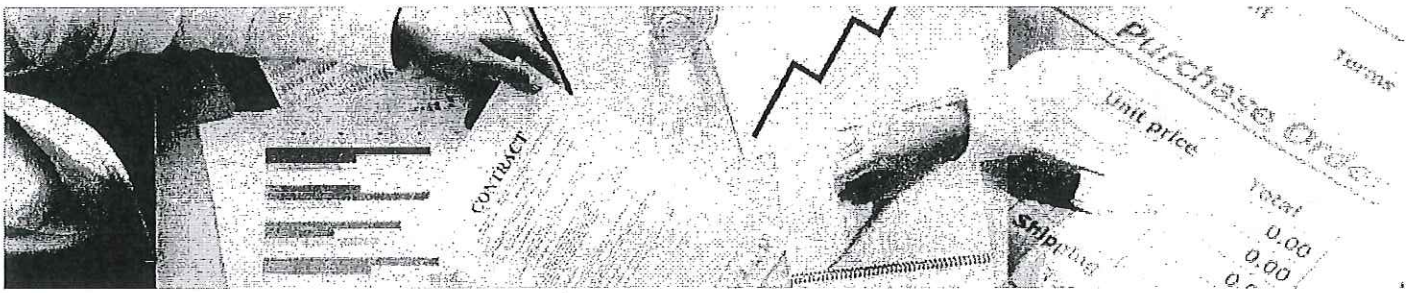

Account History - Combined Inquiry
Customer ID: 7411 PHELPS, RICHARD T
Location ID: 6962 1053 HICKORY LN
Cycle/route: 01 13
Amount due: .00
Actual amount due: .00
Initiation date: 10/14/93
Pending: .00
Budget deferred: .00
Termination date: 7/14/94
Customer/location status: W
Combined Inquiry
Charges
Payments
Adjustments
Pending
Calculated Charges
3 Month History
OK
Exit
Cancel
Print history
Accounts rec...
Payment plans
Customer ser...
Customer loc...
Budget history
Transaction Type
Date
Transaction Amount
Release Date
Running Balance
WO ADJ 9/27/95 WRITE OFF-WCS - 2020 12.86- 9/27/95 .00
T1 ADJ 9/27/95 WRITE OFF-SEWER 4.00- 9/27/95 12.86
S1 ADJ 9/27/95 WRITE OFF-SEWER - 20 20.40- 9/27/95 16.86
G4 ADJ 9/27/95 WRITE OFF-GARBAGE-SR 1.50- 9/27/95 45.26
G3 ADJ 9/27/95 WRITE OFF-GARBAGE - 3.10- 9/27/95 46.76
G1 ADJ 9/27/95 WRITE OFF-GARBAGE - 8.30- 9/27/95 49.94
FB BILL 7/26/94 FINAL BILL 49.66 7/27/94 58.32
DR PMT 7/26/94 DEP REF : FEBILL 40.00- 8.66
BL BILL 6/23/94 CYCLE BILL 48.66 6/24/94 48.66
OC PMT 6/13/94 SAMMIE 16109410 52.39- .00
BL BILL 5/23/94 CYCLE BILL 52.39 5/24/94 52.39
OC PMT 5/10/94 SAMMIE 15109409 44.93- .00

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This site provides for the searching and retrieval of building permits from 1990 to 2002 and other permits from 1990 to 2007.

Note: This search also applies to septic permits.

Permit Number	
Contractor's Last Name	
Owner's Name	
Property Street Number	1053
Property Street Name	HICKORY
Property City	
Property Zip Code	
Application Date	to * Please use calendars to populate date range

Search Permits | Clear Search

We have found **0** results for this search critera as of 5/17/2017 12:49:48 PM.

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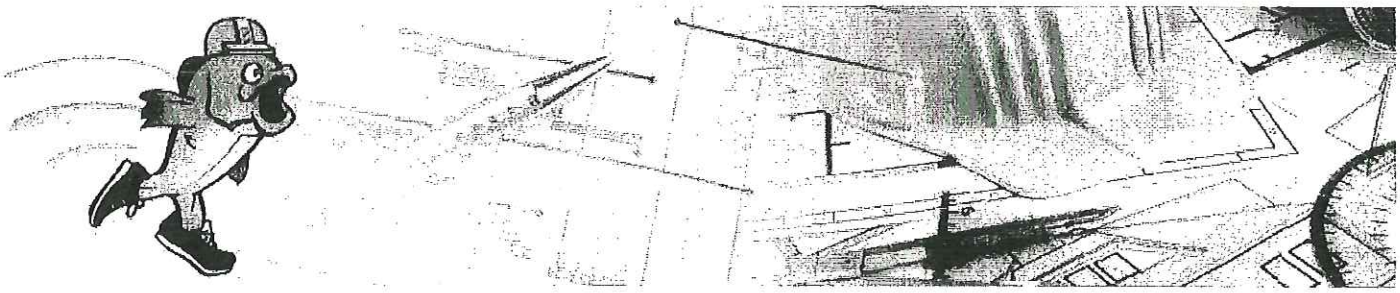
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Search Applications

Search for Building Permit Applications

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Any field with a "*" is a Required field.
Enter "%" to return all records in a particular search field.

Please note: If your search returns a list of 100, it is possible there are more records, please narrow your search for a more accurate return.

Search by Address — Search by Address

Street No.:	Direction:	Street Name:	Street Type:	Unit No.:
1053	--Select--	HICKORY	--Select--	

City: State: Zip:

Search Clear

Notice:
Your search returned no results. Please modify your search criteria and try again.

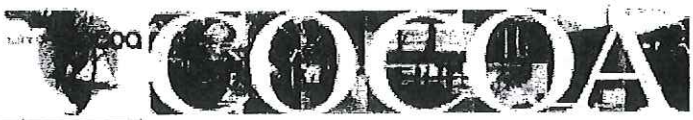
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Home
Select Permit
Select Permit by Address
Schedule / Cancel Inspections
Master Account
Create Master Account
Forgot Password
Forgot User Name
Email Us

Select Permit by Address

Street Number: 1053
Street Direction:
Street Name: HICKORY *required
Search Type: Begins With Contains
Street Suffix: LANE

Submit

COCOA

Home
Select Permit
Select Permit by Address
Schedule / Cancel Inspections
Master Account
Create Master Account
Forgot Password
Forgot User Name
Email Us

Select Permit by Address - Results

Permit Number	Address	Parcel	Contractor/Other Name	Application Type	Status
08-00005903	1101 HICKORY LN	24 --36 -29 -1 -15 -13 - - -	E K COGGIN PLUMBING INC	PLUMBING	EXPIRED
08-00005903	1101 HICKORY LN	24 --36 -29 -1 -15 -13 - - -	SOMMER, DELBERT O	PLUMBING	EXPIRED
09-00000225	1102 HICKORY LN	24 --36 -29 -1 -14 -10 - - -	KABRAN A/C & HEATING INC	HVAC	FINAL INSPECTION
09-00000225	1102 HICKORY LN	24 --36 -29 -1 -14 -10 - - -	ASIALA, RAYMOND C	HVAC	FINAL INSPECTION
08-00005743	1106 HICKORY LN	24 --36 -29 -1 -14 -8 - - -	HIPPO ROOFING & CONSTRUCTION	RE-ROOF	FINAL INSPECTION
08-00005743	1106 HICKORY LN	24 --36 -29 -1 -14 -8 - - -	BENKEN, LOUIS W	RE-ROOF	FINAL INSPECTION
10-00000435	1106 HICKORY LN	24 --36 -29 -1 -14 -8 - - -	LOWE'S (PETER CAFARO)	DOOR (NON-GARAGE)	FINAL INSPECTION
10-00000435	1106 HICKORY LN	24 --36 -29 -1 -14 -8 - - -	BENKEN, LOUIS W	DOOR (NON-GARAGE)	FINAL INSPECTION
14-00000792	1106 HICKORY LN	24 --36 -29 -1 -14 -8 - - -	BENKEN, LOUIS W	MASONRY WALL	ISSUED
16-00000387	1106 HICKORY LN	24 --36 -29 -1 -14 -8 - - -	COLMAN HEATING AND AIR	HVAC	APPROVED
16-00000387	1106 HICKORY LN	24 --36 -29 -1 -14 -8 - - -	CHRISTINE BENKEN	HVAC	APPROVED
17-00000172	1106 HICKORY LN	24 --36 -29 -1 -14 -8 - - -	LOWE'S (PETER CAFARO)	WINDOW REPLACEMENT	ISSUED
17-	1106	24 -	CHRISTINE	WINDOW	ISSUED

NOT OUR UNIT

00000172	HICKORY LN	-36 -29 -1 -14 -8 - - -	BENKEN	REPLACEMENT	
08-00005559	1109 HICKORY LN	24 -36 -29 -1 -15 -9 - - -	HINTERLAND GROUP, INC	RESIDENTIAL ALTERATION	FINAL INSPECTION
08-00005559	1109 HICKORY LN	24 -36 -29 -1 -15 -9 - - -	LEWIS, MAJOR D	RESIDENTIAL ALTERATION	FINAL INSPECTION
08-00005559	1109 HICKORY LN	24 -36 -29 -1 -15 -9 - - -	E K COGGIN PLUMBING INC	RESIDENTIAL ALTERATION	FINAL INSPECTION
08-00005559	1109 HICKORY LN	24 -36 -29 -1 -15 -9 - - -	ABLE AIR, INC	RESIDENTIAL ALTERATION	FINAL INSPECTION
08-00005559	1109 HICKORY LN	24 -36 -29 -1 -15 -9 - - -	SMITH DEVELPOMENT & CONST, INC	RESIDENTIAL ALTERATION	FINAL INSPECTION
08-00005559	1109 HICKORY LN	24 -36 -29 -1 -15 -9 - - -	HAMILTON ELECTRIC	RESIDENTIAL ALTERATION	FINAL INSPECTION
08-00005559	1109 HICKORY LN	24 -36 -29 -1 -15 -9 - - -	THE ROOFING COMPANY	RESIDENTIAL ALTERATION	FINAL INSPECTION
15-00000146	1111 HICKORY LN	24 -36 -29 -1 -15 -8 - - -	ALL CENTRAL FLORIDA ROOFING	RE-ROOF	FINAL INSPECTION
15-00000146	1111 HICKORY LN	24 -36 -29 -1 -15 -8 - - -	ANNE-MARIE CORELLOU	RE-ROOF	FINAL INSPECTION
15-00000282	1111 HICKORY LN	24 -36 -29 -1 -15 -8 - - -	EAST COAST FENCE & GUARDRAIL	FENCE	FINAL INSPECTION
15-00000282	1111 HICKORY LN	24 -36 -29 -1 -15 -8 - - -	ANNE-MARIE CORELLOU	FENCE	FINAL INSPECTION
09-00000508	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	ALAMAR ROOFING	RE-ROOF	FINAL INSPECTION
09-00000508	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	TURRILL, STEVEN WAYNE	RE-ROOF	FINAL INSPECTION
09-00000534	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	MACK'S ELECTRIC	ELECTRICAL	FINAL INSPECTION

09-00000534	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	TURRILL, STEVEN WAYNE	ELECTRICAL	FINAL INSPECTION
09-00000748	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	TURRILL, STEVEN WAYNE	RESIDENTIAL ALTERATION	EXPIRED
09-00000748	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	SPENCER'S A/C INC	RESIDENTIAL ALTERATION	EXPIRED
09-00000778	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	SPENCER'S A/C INC	HVAC	WITHDRAWN
09-00000778	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	TURRILL, STEVEN WAYNE	HVAC	WITHDRAWN
11-00000524	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	AUSTIN, DANIEL	SINGLE FAMILY DEMO	FINAL INSPECTION
16-00000226	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	DANIEL AUSTIN JR.	RE-ROOF	ISSUED

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Miami, FL. 33186

> REQUESTOR

Roxana I. Nasco, P.A.
2600 So Douglas Road
1007
miami , FL 33134
3058582615

LIEN SEARCH

Order: 613205

> PROPERTY INFORMATION

File Number: 17-503

Folio: 24-36-29-01-16-1

Seller: Innova Investment Group LLC and Vla Lam LLC

Closing Date: 05/22/2017

Order Date: 05/15/2017

Buyer: United Excel Investment Inc.

Needed Date: 05/18/2017

Turnaround: 05/30/2017

Address:
1053 Hickory Lane
Cocoa, FL 32922

County: Brevard

> LIEN SEARCH

Taxes: YES

Public Work: YES

Municipal Lien Letter: YES

Waste: YES

Code Enforcement: YES

Open / Expired Permit: YES

Utilities: YES

2017 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Apr 12, 2017
Secretary of State
CC0783464252

DOCUMENT# L11000100593

Entity Name: INNOVA INVESTMENT GROUP, LLC.

Current Principal Place of Business:

8603 SOUTH DIXIE HWY
SUITE 218
MIAMI, FL 33143

Current Mailing Address:

PO BOX 310686
MIAMI, FL 33231 US

FEI Number: APPLIED FOR

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ESTEVEZ, MATTHEW
8603 SOUTH DIXIE HWY
SUITE 218
MIAMI, FL 33143 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGRM
Name	BRAVO, A NICOLAS
Address	PO BOX 310686
City-State-Zip:	MIAMI FL 33231

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: A NICOLAS BRAVO MGRM 04/12/2017

Electronic Signature of Signing Authorized Person(s) Detail — Date

CFN 2016148067, OR BK 7674 Page 1809, Recorded 07/29/2016 at 02:21 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $212.80

4

This instrument was prepared by
and return to
Dudley Q. Sharp, Esq /AMS
South Milhausen, P A.
1000 Legion Place, Suite 1200
Orlando, Florida 32801
File # 6055-14

Red

DEED IN LIEU OF FORECLOSURE

Parcel I.D. # 24-36-29-01-00016.0-0001.00

KNOW ALL MEN BY THESE PRESENTS, That:

THIS DEED IN LIEU OF FORECLOSURE (hereinafter referred to as the "Deed"), is made and entered into as of the 2nd day of May, 2015, by KENNETH P. DAVENPORT and SUSAN H. DAVENPORT, husband and wife, whose address for purposes of this instrument is P.O. Box 678023, Orlando, FL 32867 (hereinafter collectively referred to as the "Grantor") to and in INNOVA INVESTMENT GROUP, LLC, a Florida limited liability company, and VIA LAM, LLC, a Florida limited liability company, whose address for purposes of this instrument is 701 Brickell Avenue, Suite 1650, Miami, Florida 33131(hereinafter collectively referred to as the "Grantee" and collectively with Grantor sometimes referred to herein as the "Parties");

W I T N E S S E T H:

WHEREAS, Kenneth P. Davenport executed and delivered in favor of Homecomings Financial Network, Inc. ("Original Lender") that certain Fixed/Adjustable Rate Note, dated July 19, 2005 in the original principal amount of Ninety Six Thousand and 00/100 Dollars ($96,000.00) (hereinafter referred to as the "Note"), secured by that certain Mortgage executed and delivered by Grantor, in favor of Original Lender, dated July 19, 2005, and recorded July 22, 2005, in Official Records Book 5504, Page 4494, as assigned by Assignment of Mortgage dated March 16, 2012, recorded in Official Records Book 6584, Page 1375, and further assigned by Assignment of Mortgage dated September 20, 2013 recorded in Official Records Book 7006, Page 1978, and further assigned by Assignment of Deed of Trust/Mortgage dated June 19, 2014 recorded in Official Records Book 7151, Page 157, all in the Public Records of Brevard County, Florida (hereinafter collectively referred to as the "Mortgage") and certain other loan documents related thereto (the Note, Mortgage and other loan documents are hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, the Grantor has requested that Grantee resolve the defaults under the Loan Documents by agreeing to accept a conveyance of the Property (as defined below) to Grantee in return for the satisfaction of Grantor's obligations under the Loan Documents, subject to the additional terms and conditions expressed herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in further consideration of the mutual promises and obligations herein contained, the Parties hereto agree as follows:

Incorporation of Recitals. The recitals set forth above are true and correct, are hereby incorporated herein, and form an integral part of this Deed.

Conveyance. Grantor by these presents, does grant, bargain, sell and convey unto Grantee all of the rights, title and interest in and to, the following described property and improvements, situated in Brevard County, Florida, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to-wit:

Lot 1, Block 16, Pineridge, according to the map or plat thereof, as recorded in Plat Book 11, Page(s) 100, of the Public Records of Brevard County, Florida.

TO HAVE AND TO HOLD the Property unto Grantee and unto its successors and assigns in fee simple.

AND said Grantor does hereby fully warrant the title of the Property and will defend same against the lawful claims of all persons and entities whomsoever, subject to:

1. Taxes for the year 2013 and all subsequent years.
2. Conditions, restrictions, limitations, reservations and easements of record.
3. Terms and conditions of any declaration or governing documents of record, the exhibits attached thereto and all amendments and supplements thereto, if any.
4. That certain Mortgage granted by Grantor to and in favor of Grantee as described above.

DEED PURPOSE. THE INTENT AND PURPOSE OF THIS DEED IS FOR TRANSFER OF TITLE AND NOT AS SECURITY. THIS DEED IS EXECUTED, DELIVERED AND ACCEPTED AS A DEED, BILL OF SALE AND ASSIGNMENT IN LIEU OF FORECLOSURE OF, AND NOT AS ADDITIONAL SECURITY FOR, THE MORTGAGE. THE PARTIES AGREE THAT THIS DEED SHALL HAVE THE EFFECT OF TRANSFERRING TO GRANTEE THE ABSOLUTE, FEE SIMPLE TITLE TO THE PROPERTY, FREE OF ANY STATUTORY OR EQUITABLE RIGHT OF REDEMPTION IN THE GRANTOR OR ANYONE CLAIMING BY OR THROUGH THE GRANTOR. **IT IS THE INTENT OF THE PARTIES HERETO THAT THE ABOVE-DESCRIBED MORTGAGE AND THE LIEN CREATED BY THE MORTGAGE SHALL NOT MERGE WITH GRANTEE'S TITLE TO AND INTERESTS IN THE PROPERTY AS ACQUIRED UNDER THIS DEED.** THE MORTGAGE SHALL REMAIN IN FULL FORCE AND EFFECT AS A FIRST LIEN ON THE PROPERTY AND GRANTEE SHALL HAVE AND RETAIN THE RIGHT TO FORECLOSE THE MORTGAGE UNTIL SUCH TIME AS GRANTEE SUBSEQUENTLY CONVEYS THE PROPERTY BY DEED RECORDED IN THE PUBLIC RECORDS. IT IS THE FURTHER INTENTION OF THE PARTIES THAT THE LIENS CREATED BY THE MORTGAGE WILL NOT MERGE INTO THE FEE TITLE AND ABSOLUTE OWNERSHIP OF THE PROPERTY ACQUIRED BY GRANTEE PURSUANT TO THIS DEED; AND NO SUCH MERGER WILL OCCUR UNTIL SUCH TIME AS GRANTEE OR OTHER HOLDER OF THE MORTGAGE EXECUTES AND RECORDS AN INSTRUMENT SPECIFICALLY EFFECTING SUCH MERGER OR RELEASING THE MORTGAGE. IN WHICH EVENT, THE MORTGAGE SHALL BE DEEMED SATISFIED AND EXTINGUISHED OF RECORD. UNLESS A MERGER OR RELEASE SHALL BE EFFECTED AS AFORESAID, THE MORTGAGE SHALL REMAIN IN EFFECT AND FULLY ENFORCEABLE IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, SUBJECT TO FORECLOSURE UNDER POWER OF SALE OR THROUGH JUDICIAL ACTION.

Consideration for Satisfaction. Subject to the requirement that Grantor perform all of the terms, conditions and warranties contained in this Deed and subject to the requirement that Grantor perform all of the terms, conditions and obligations established in that certain Settlement Agreement, dated an even date herewith and to which this Deed is attached as the Exhibit "C" thereto, Grantee shall conditionally accept the conveyance of the Property to Grantee in full, final and complete settlement, accord and satisfaction of the obligations due under the Loan Documents.

Absolute Conveyance. The Grantor acknowledges and agrees that: (a) the conveyance of the Property to Grantee pursuant to the terms of this Deed is an absolute conveyance of all of the Grantor's right, title and interest in and to the Property in fact as well as in form and the Deed is not intended to be a mortgage, trust conveyance, deed of trust or security interest of any kind; (b) the consideration for such conveyance is exactly as recited in this Deed; and (c) after the execution of this Deed, the Grantor will have no further interest (including rights of redemption) or claims in, to or against the Property or to the proceeds or profits that might be derived therefrom.

Severability. If any clause or provision of this Deed is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Deed will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and determined to be legal, valid and enforceable.

Headings. Paragraph or other headings contained in this Deed are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Deed.

Cooperation. Prior to and at all times following the Closing Date, Grantor agrees to timely execute and deliver, or to cause to be executed and delivered, such documents and to do, or cause to be done, such other acts and things as might reasonably be requested by any party or entity insuring title to the Property or any party to this Deed to assure that the benefits of this Deed are realized by the Parties.

Survival of Representations and Warranties of Grantor. All statements contained in this Deed by the Grantor or in connection with the transaction contemplated herein shall be deemed representations and warranties of and by the Grantor. All representations, warranties and agreements made by the Grantor shall survive the execution and delivery of this Deed.

Representation. The Parties executing this Deed acknowledge that they have had the benefit of counsel in executing this Deed, or they have had the opportunity to obtain counsel in executing this Deed but waived their right to seek such representation.

Binding Effect. This Deed will inure to the benefit of and bind the respective heirs, personal representatives, successors and permitted assigns of the Parties hereto.

Non-Homestead Property. Grantor states the forgoing Property is neither the homestead property nor contiguous to the homestead property of the Grantor within the meaning of Article X, Section 4 of the Florida Constitution.

IN WITNESS WHEREOF, the Grantor has caused these premises to be executed in manner and form sufficient to bind him as of the date first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

1. _____
(Witness Signature)

Matt Bakera
(Witness Print Name)

2. _____
(Witness Signature)

Giolietta Pepe
(Witness Print Name)

"Grantor"

_____
KENNETH P. DAVENPORT

_____
SUSAN H. DAVENPORT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22 day of May, 2015 by KENNETH P. DAVENPORT, who (a) _____ is personally known to me, or (b) ✓ has produced FLDL as identification.

LAURA JUNCO
Notary Public, State of Florida
Commission # EE 869168
My comm. expires Jan. 28, 2017

_____
NOTARY PUBLIC
Print Name: Laura Junco
My Commission Expires: Jan. 28, 2017

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22 day of May, 2015 by SUSAN H. DAVENPORT, who (a) _____ is personally known to me, or (b) ✓ has produced FLDL as identification.

LAURA JUNCO
Notary Public, State of Florida
Commission # EE 869168
My comm. expires Jan. 28, 2017

_____
NOTARY PUBLIC
Print Name: Laura Junco
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Legislation Details (With Text)

File #:	17-320	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	7/13/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Approve a preliminary subdivision consistent with Chapter 18 of the City of Cocoa Code for Lakeside Palms, LLC, a 105-lot subdivision consisting of approximately 26.28 acres located at 100 Clearlake Road. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	17-320 2016-79 Lakeside Civil_SITE PLAN_07.25.2017 17-320 2016-79 Lakeside Palms Plat 7-25-17 17-320 Revised 07272017Concurrency Analysis Lakeside Palms Addendum to PZ Staff Report Lakeside Palms Location Map -School Concurrency Letter				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 24, 2017
Agenda Date: August 8, 2017
Prepared By: Steven Biel, Senior Planner
Through: Nancy A. Bunt, Acting Community Services Director
Requested Action:
Approve a preliminary subdivision consistent with Chapter 18 of the City of Cocoa Code for Lakeside Palms, LLC, a 105-lot subdivision consisting of approximately 26.28 acres located at 100 Clearlake Road.

BACKGROUND:

The vacant subject property contains 26.28 acres, more or less, and is located at 100 Clearlake Rd.; on the east side of Clearlake Rd., approximately 0.25 mile south of SR 520. The applicant is proposing to subdivide the subject property, zoned RU-2-15 (Multiple Family Dwelling), into 105 lots for a single-family residential development to be called Lakeside Palms (Exhibit A).

The provisions of RU-2-15 zoning are intended to apply to an area of medium density residential development with a variety of housing types. Lot sizes and other restrictions are intended to promote and protect medium density residential development.

Single-family residential is a permitted use in the RU-2-15 zoning district but is regulated under the RU-2-10 zoning district as a permitted use. The following bulk regulations in the RU-2-10 for single-family use are as follows:

- Minimum Lot Width: 50 ft.
- Minimum Lot Depth: 100 ft.
- Minimum Lot Area: 5,000 SF
- Maximum Lot Coverage: 40%
- Maximum Height: 35 ft.

Chapter 18, Section 18-88 states that all lots fronting on a curve shall have a minimum width at the front lot line of not less than 25 feet. The lot sizes vary in dimensions and area. The proposed lots on curves are configured within a 35-foot by 125-foot lot dimension and all other lots are at least 50 feet wide.

The future land use designation is Medium Density Residential (MDR) and is consistent with the RU-2-15 zoning designation. The MDR future land use designation permits up to 15 dwelling units per acre. Based on the subject property containing 26.28 acres, approximately 390 lots could potentially be subdivided. The applicant is proposing 105 lots.

Medium density residential areas shall be regarded as areas of moderate density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium density residential areas:

A. Medium density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of a higher functional classification.
    - As noted on Map M-II-2: Functional Roadway Classification Map (City of Cocoa Comprehensive Plan 2010 - 2020, Clearlake Road is classified as an arterial street.

B. These areas should have convenient access to community services.
    - The subject property is located approximately 0.25 mile south of SR 520. Clearlake Road provides north-south access while SR 520 provides east-west access to community services. SCAT has a bus stop on the north side of SR 520, approximately 175 feet west of the SR 520/Clearlake Road intersection and a bus stop is located on the west side of Clearlake Road, approximately 115 feet south of the Clearlake Road/Lake Drive intersection.

C. New developments approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.
    - There is a proposed stormwater pond to be constructed that, according to the applicant, would not provide any amenities other than providing a water view. The City of Rockledge owns the property directly south of the subject property and is utilized as a stormwater facility as well as the Barks & Recreation Dog Park. This park could serve the residents of the proposed Lakeside Palms Subdivision.

Future Land Use Designation: Medium Density Residential

Zoning District: RU-2-15 (Multiple Family Dwelling)

Existing Land Use: Vacant

Council District: District 1 - Councilmember Clarence Whipple, Jr.

Overview of Surrounding Area:

	Future Land Use Designat	Zoning Districts	Land Uses
North	Neighborhood Commercia	RU-1-9 - Single-family Residential (County)	Single-family Residential
South	Recreational Public Mixed	R2 - Single-family Dwelling (Rockledge)	Stormwater Facility owned by City of Rockledge
East	Medium Density Residenti Residential	RU-1-7 (City) & AU - Agricultural Residential (County)	Vacant (City) & Residential Related Amenities (County)
West	Low Density Residential	RU-1-7	Vacant

The submitted preliminary subdivision has been reviewed by City staff for consistency with Chapter 18 of the City of Cocoa Code. The Fire Chief noted that there were an inadequate number of fire hydrants and recommended a second entrance. Utilities has requested the proposed lift station be relocated to the Clearlake Road right-of-way. FDOT requires the City of Cocoa to be the permittee for work performed in the FDOT right-of-way. Since the developer would be working under the City's FDOT permit, the City requires a right-of-way agreement between the city and the developer. A landscape plan also needs to be submitted that meets code requirements. There were several other comments provided by City staff, but overall, the proposed preliminary subdivision appears to be in substantial compliance.

Bob Packard of R.M. Packard & Associates has reviewed the associated preliminary plat (Exhibit B) and has noted several issues relating to form rather than substance and has requested the final plat be reviewed prior to approval by City Council.

Concurrency Management/Adequate Public Facilities

Section 15-22, Code of the City of Cocoa, provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

The applicant/developer will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to construction. No capacity issues related to the adopted level of services have been identified at the time of this report.

In 2005, the Florida Legislature adopted Senate Bill 360, amending Chapters 163 and 1013 of the Florida Statutes, making availability of public schools a prerequisite for approving residential plats and site plans ("school concurrency"). Residential projects are evaluated based on the impact to the 3 levels of schools (elementary, middle and high).

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, the applicant submitted a School Facility Planning & Concurrency Application to the School Board of Brevard County. The application has been reviewed and at this time Endeavor Elementary School is not projected to have enough capacity for the total projected and potential students in school years 2018-2019 through 2021-2022. Because there is a shortfall of available capacity in the concurrency service area of the Lakeside Palms property, the capacity of adjacent service areas are Cambridge Elementary School, Tropical elementary School, Golfview Elementary School, and Saturn Elementary School. According to the Brevard County School Board analysis (Exhibit C), considering these adjacent elementary school concurrency service areas, there is sufficient capacity for the total projected student membership to accommodate the proposed Lakeside Palms Subdivision.

The Planning & Zoning Board reviewed this project (proposed at 112 lots) and recommended approval to City Council at the Board's July 12, 2017 regular meeting. Subsequently, the applicant contacted City staff regarding the side setback requirements. The setbacks in the RU-2-15 zoning district for single-family dwellings are regulated under the RU-2-10 setbacks. The setbacks in the RU-2-10 are as follows:

- Front: 25 feet
- Side: 8 feet
- Side Corner: 15 feet
- Rear: 15 feet

According to the applicant the contract between the property owner and the developer, D.R. Horton, the homes constructed within the proposed subdivision would be 40-foot wide house on a 50-foot lot with side yard setbacks of 5 feet. These dimensions are for their typical D.R. Horton model, such as the homes constructed within Emerald Lakes Subdivision.

The applicant has redesigned the proposed subdivision in order to be able to build a 40-foot wide home and meet the required 8-foot side yard setback. The original design was for 112 lots and after the redesign there are 105 proposed lots. A special Planning and Zoning Board meeting is scheduled for August 3rd to seek approval for the redesigned preliminary subdivision. This agenda item is contingent upon Planning & Zoning Board approval. After the redesign, frontage of lots on curves range between 35 feet and 117 feet with all other lots at least 50 feet wide. The average lot area has been revised from 0.17 acres to 0.18 acres.

The Concurrency Management/Adequate Public Facilities Analysis Addendum (Exhibit D) affirms that capacities for wastewater, stormwater management, potable water, solid waste, transportation, recreation, and schools are sufficient.

Staff finds that the proposed Lakeside Palms Preliminary Subdivision is substantially consistent with the requirements of the City of Cocoa Code and with the City of Cocoa Comprehensive Plan; therefore, staff recommends City Council approve the Preliminary Subdivision, with the following conditions:

1. Water:
   A. Provide the $500.00 review fee.
   B. The water service lines should be single service, one (1) per lot.
   C. Show the valves on the plan: valves at the entrance intersection, add a line valve at the hydrant at Lot 99, add valves at both ends of the water main running through the easement.
   D. Provide a copy of the easement document for the offsite water main connection.
   E. Show all water, sewer, and reclaimed mains on the profiles.
   F. We would like to downsize the water main on the north end of the loop to assist with water quality. Make the water main 6" from the hydrant at Lot 106 to the hydrant at Lot 84.
   G. Provide a Hydraulic Report for the Peak Domestic Flows and the needed Fire Flow plus Max Day Flow.
2. Sewer:
   A. We would like to have the Lift Station adjacent to the Clearlake Road right-of-way. Please look at setting the Lift Station at the northwest corner of the property.
   B. Include the force main pressure chart in the Lift Station calculations.

3. FDOT:
   A. If any roadway facilities (i.e. pavement, sidewalk, etc.) within the FDOT right-of-way are disturbed connecting to the force main, then an FDOT permit will be required.
   B. A FDOT Right-of-Way Agreement shall be executed between the City of Cocoa and the developer prior to obtaining a building permit.

4. Building:
   A. Provide a signed and sealed survey with flood hazard areas per City of Cocoa, Code of Ordinances, Section 6-309.
   B. Show new flood map information on plans per City of Cocoa, Code of Ordinances, Section 6-300.
   C. Provide a copy of state or federal permit per City of Cocoa, Code of Ordinances, Section 6-329.
   D. Show wetlands and storm water systems protection details per 2014 Florida Building Code, Section 107.3.5 Building 1.

5. Fire:

A. There is an inadequate number of fire hydrants. There should be a fire hydrant every 350 feet. There should be one just inside the entrance.
B. All curves should be configured and of adequate size to allow the City's 100-foot ladder to negotiate easily.
C. Must maintain fire department access at all times to any temporary, portable, or permanent structures during site preparation and construction of houses.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

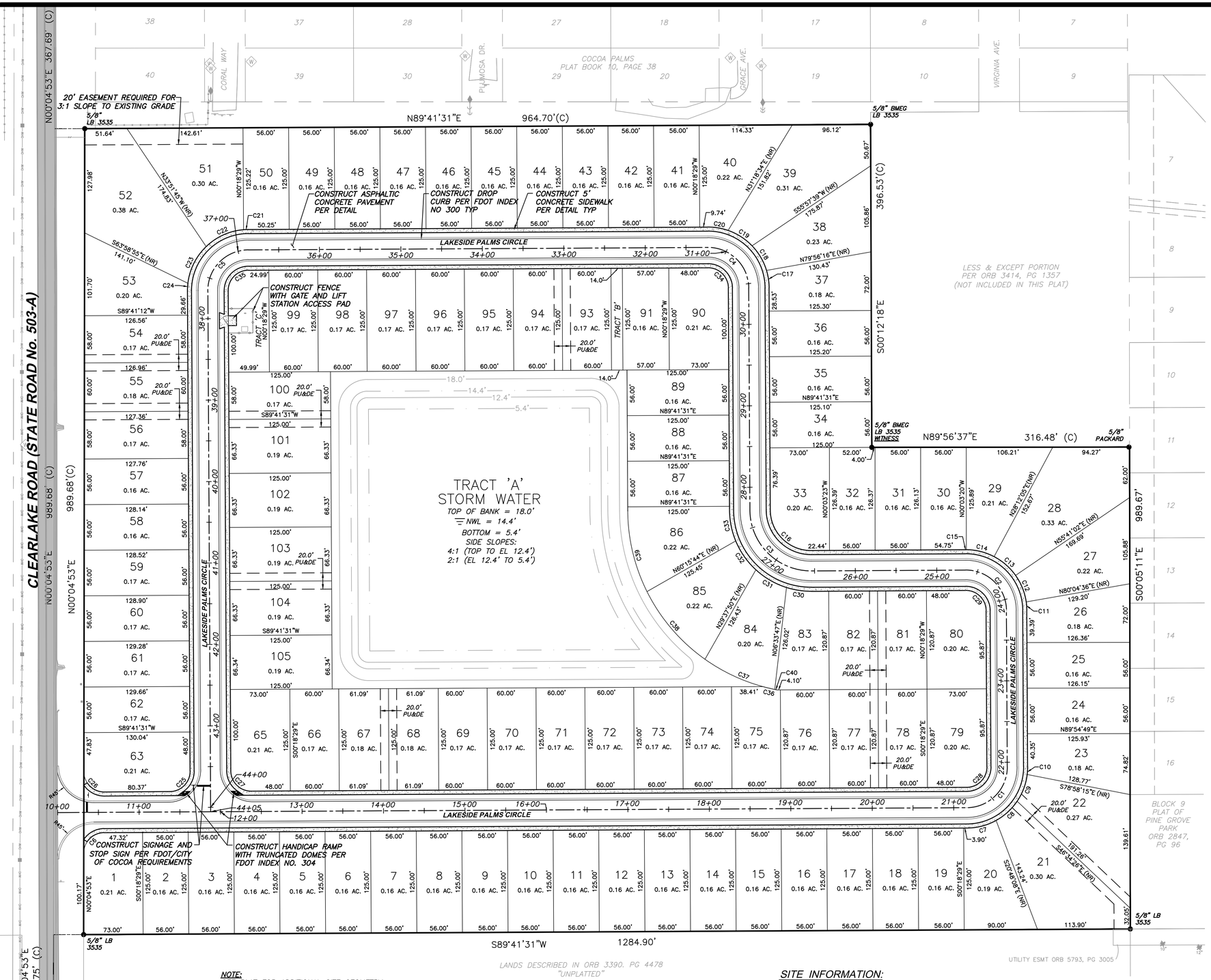
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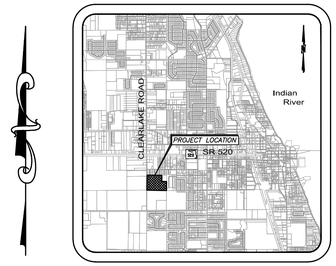
PREVIOUS ACTION:

The item is contingent upon Planning & Zoning Board recommending approval at its August 3, 2017 special meeting.

RECOMMENDED MOTION:

Approve a preliminary subdivision consistent with Chapter 18 of the City of Cocoa Code for Lakeside Palms, LLC, a 105-lot subdivision consisting of approximately 26.28 acres located at 100 Clearlake Road.





VICINITY MAP

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	78.54'	50.00'	090°00'00.00"	N44° 41' 31"E	70.71'
C2	78.54'	50.00'	090°00'00.00"	N45° 18' 29"W	70.71'
C3	117.81'	75.00'	090°00'00.00"	N45° 18' 29"W	106.07'
C4	78.54'	50.00'	090°00'00.00"	N45° 18' 29"W	70.71'
C5	78.54'	50.00'	090°00'00.00"	S44° 41' 31"W	70.71'
C6	39.10'	25.00'	089°36'38.00"	N44° 53' 12"E	35.23'
C7	37.49'	75.00'	028°38'21.48"	N75° 22' 20"E	41.91'
C8	35.33'	75.00'	026°59'12.47"	N47° 33' 33"E	35.00'
C9	35.33'	75.00'	026°59'12.47"	N20° 34' 21"E	35.00'
C10	9.67'	75.00'	007°23'13.57"	N3° 23' 07"E	21.76'
C11	10.58'	75.00'	008°04'54.08"	N4° 20' 56"W	10.57'
C12	35.33'	75.00'	026°59'12.47"	N21° 53' 00"W	40.07'
C13	35.33'	75.00'	026°59'12.47"	N48° 52' 12"W	35.00'
C14	35.33'	75.00'	026°59'12.47"	N75° 51' 25"W	35.00'
C15	1.25'	75.00'	000°57'28.51"	N89° 49' 45"W	19.54'
C16	78.54'	50.00'	089°59'57.84"	S45° 18' 30"E	70.71'
C17	21.67'	75.00'	016°33'27.96"	S8° 35' 13"E	29.10'
C18	35.33'	75.00'	026°59'12.47"	N30° 21' 33"W	35.00'
C19	35.33'	75.00'	026°59'12.47"	N57° 20' 46"W	35.00'
C20	25.48'	75.00'	019°28'07.09"	N80° 34' 26"W	31.99'
C21	5.76'	75.00'	004°23'55.47"	S87° 29' 33"W	20.33'
C22	51.32'	75.00'	039°12'32.06"	S65° 41' 19"W	50.33'
C23	51.25'	75.00'	039°09'15.77"	S26° 30' 25"W	50.26'
C24	9.47'	75.00'	007°14'16.70"	S3° 18' 39"W	21.68'
C25	39.27'	25.00'	090°00'00.00"	S44° 41' 31"W	35.36'
C26	39.44'	25.00'	090°23'22.00"	N45° 06' 48"W	35.48'
C27	39.27'	25.00'	090°00'00.00"	N45° 18' 29"W	35.36'
C28	39.27'	25.00'	090°00'00.00"	N44° 41' 31"E	35.36'
C29	39.27'	25.00'	090°00'00.00"	N45° 18' 29"W	35.36'
C30	31.10'	100.00'	017°49'17.10"	S81° 23' 51"E	30.98'
C31	43.79'	100.00'	025°05'24.37"	S59° 56' 30"E	43.44'
C32	43.56'	100.00'	024°57'36.50"	S34° 55' 00"E	43.22'
C33	38.62'	100.00'	022°07'42.03"	S11° 22' 20"E	38.38'
C34	39.27'	25.00'	090°00'00.00"	S45° 18' 29"E	35.36'
C35	39.27'	25.00'	090°00'00.00"	S44° 41' 31"W	35.36'
C36	15.15'	225.00'	003°51'32.72"	S76° 39' 52"E	15.15'
C37	78.90'	225.00'	020°05'29.43"	N64° 41' 21"W	78.50'
C38	110.52'	225.00'	028°08'37.10"	N40° 34' 18"W	109.41'
C39	102.85'	225.00'	026°11'29.80"	N13° 24' 14"W	103.63'
C40	2.82'	225.00'	000°43'08.19"	S78° 57' 13"E	18.71'

Revision	Date
REVISED LOT LAYOUT PER CITY OF COCOA COMMENTS	7/19/17
PER CITY OF COCOA COMMENTS	6/2/17
PER SJRWMD COMMENTS	5/23/17
Designed: AHK	Date: 4/7/2017
Drawn: TLW	Date: 4/7/2017
Checked: AHK	Date: 4/7/2017

LAKESIDE PALMS
COCOA, FL

SITE PLAN

MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - E.B. # 7903 / L.B. #7040
504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089

Project #: 2016-79
Drawing #: 2016-79
Scale:
Horiz. 1"=60'
Vert. N/A
Sheet #:

C-4
Sheet 4 of 24

NOTE:
SEE PLAT FOR ADDITIONAL SITE GEOMETRY.

SITE DATA

	AREA
TRACT A	3.47 AC.
TRACT B	0.4 AC.
TRACT C	0.14 AC.
LOTS 1 -105	18.93 AC.

AVERAGE LOT SIZE= 0.18 AC.

STORMWATER AREA CALCULATIONS
PAVEMENT = 2.17 AC.
SIDEWALK = 0.77 AC.
LOTS (65% IMPERVIOUS) = 12.30 AC.

TOTAL IMPERVIOUS AREA	= 15.24 AC.	58.0%
TOTAL PERVIOUS AREA	= 11.04 AC.	42.0%
TOTAL	= 26.28 AC.	100%

GENERAL STATEMENT

THE PROPOSED WORK CONSISTS OF NEW 105 LOT SUBDIVISION ON A 26.28 ACRE SITE.

DEVELOPER:
LAKESIDE PALMS, LLC
317 RIVERSIDE BOULEVARD SUITE 100
COCOA, FL 32922
(321) 435-4043

ENGINEER & SURVEYOR
MORGAN & ASSOCIATES CONSULTING ENGINEERS, INC.
504 NORTH HARBOR CITY BLVD
MELBOURNE, FL 32935
PHONE: (321) 751-6088 | FAX: (321) 751-6089

SITE INFORMATION:

PROPERTY DETAILS
FLOOD ZONE: X (MAP NUMBER 12009C0425G, REVISED MARCH 17, 2014.)
GEOGRAPHIC AREA: SEC 32, TWP 24 SOUTH, RNG 36E
ZONING: RU-2-15 MULTI-FAMILY RESIDENTIAL
FUTURE LAND USE: RESIDENTIAL
COUNTY: BREVARD
ADDRESS: TO BE DETERMINED
COCOA, FL

AREAS (WITHIN THE SUBJECT PROPERTY)
SITE AREA = 1,144,756 SF = 26.28 AC

BUILDING SETBACKS	REQUIRED	PROVIDED
FRONT	25 FT	25 FT
SIDE (CORNER)	15 FT	15 FT
SIDE (INTERIOR)	8 FT	8 FT
REAR	15 FT	15 FT

ZONING
SUBJECT PROPERTY: RU-2-15 MULTI-FAMILY RESIDENTIAL, REGULATED UNDER RU-2-10
NORTH: BREVARD COUNTY
SOUTH: ROCKLEDGE
EAST: RU-1-7 SINGLE FAMILY RESIDENTIAL
WEST: RU-1-7 SINGLE FAMILY RESIDENTIAL

NOTES
1. ELEVATIONS SHOWN HEREON BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
2. SEE PLAT FOR ADDITIONAL CURVE DATA AND EASEMENTS.

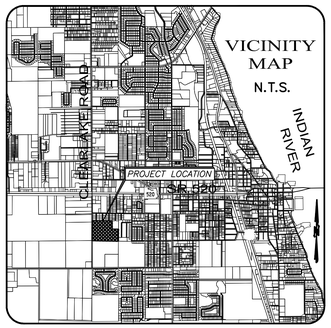
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Steven J. Morgan P.E. FL. Reg. #50632
Andreas H. Kirbach P.E. Fl. Reg. #49431
Date:

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LAKESIDE PALMS

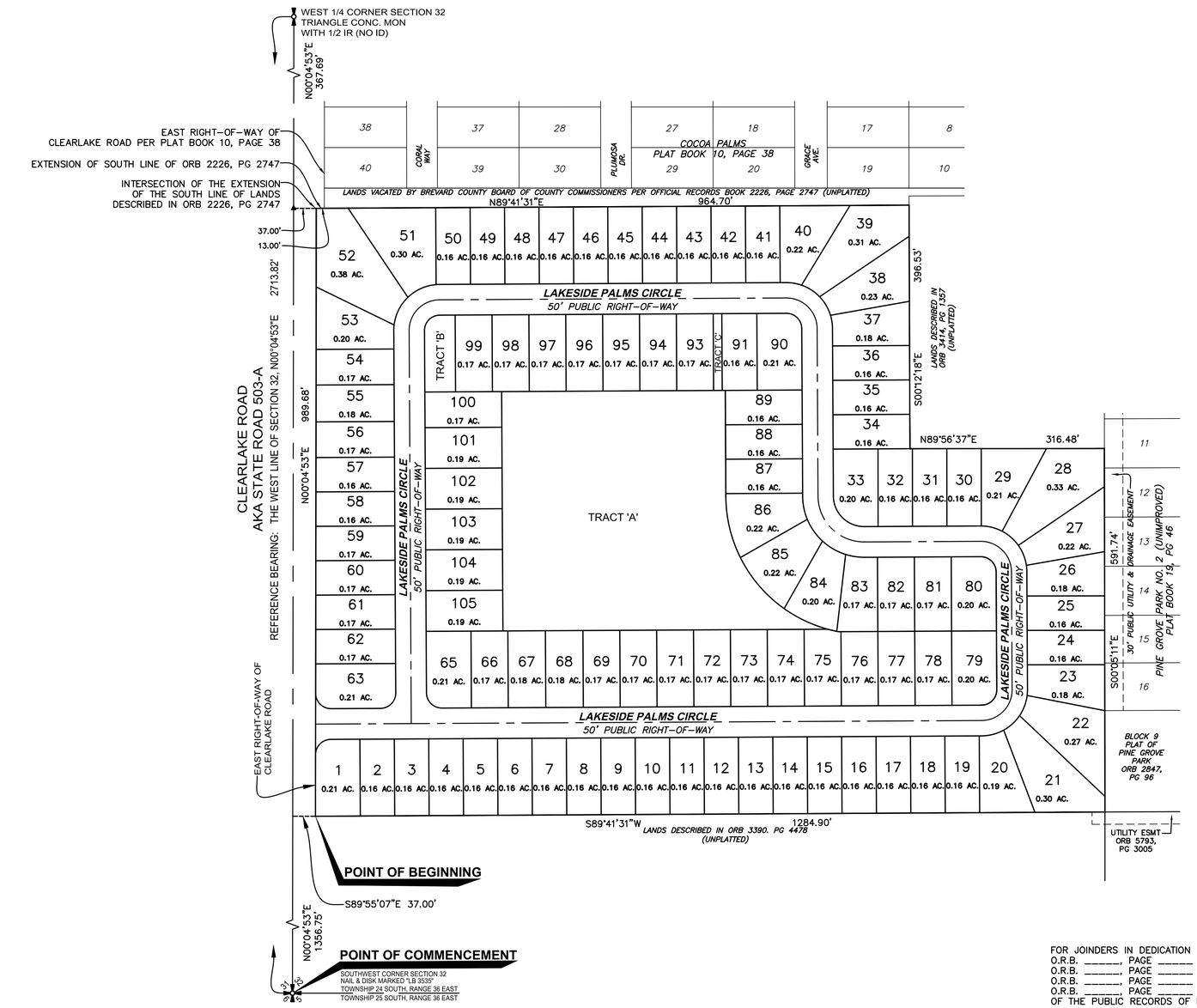
A SUBDIVISION LYING IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

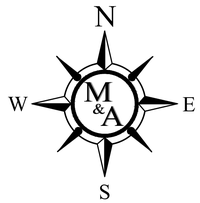


LEGAL DESCRIPTION (BY SURVEYOR):
A PARCEL OF LAND LYING IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32, AND RUN N00°04'53"E ALONG SAID SECTION LINE A DISTANCE OF 1356.75 FEET; THENCE DEPARTING SAID SECTION LINE RUN S89°55'07"E A DISTANCE OF 37.00 FEET TO THE EAST RIGHT-OF-WAY OF CLEARLAKE ROAD (A PUBLIC ROAD RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N00°04'53"E PARALLEL WITH SAID SECTION LINE AND ALONG SAID EAST RIGHT-OF-WAY OF CLEARLAKE ROAD A DISTANCE OF 989.68 FEET TO A POINT OF INTERSECTION WITH THE EXTENSION OF THE SOUTH LINE OF A PARCEL OF LAND VACATED BY THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS PER OFFICIAL RECORDS BOOK 2226, PAGE 2747; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN N89°41'31"E ALONG SAID SOUTH LINE A DISTANCE OF 964.70 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3414, PAGE 1357, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S00°12'18"E ALONG SAID WEST LINE A DISTANCE OF 396.53 FEET TO THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3414, PAGE 1357; THENCE RUN N89°56'37"E ALONG SAID SOUTH LINE A DISTANCE OF 316.48 FEET TO THE SOUTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 3414, SAID POINT ALSO BEING ON THE WEST LINE OF PINE GROVE PARK NO. 2, AN UNIMPROVED SUBDIVISION RECORDED IN PLAT BOOK 19, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S00°05'11"E ALONG SAID WEST LINE OF SAID PLAT 591.74 FEET TO THE SOUTHWEST CORNER OF BLOCK 9, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3390, PAGE 4478; THENCE RUN S89°41'31"W ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3390 A DISTANCE OF 1284.90 FEET TO THE EAST RIGHT-OF-WAY OF CLEARLAKE ROAD, AND THE POINT OF BEGINNING.

CONTAINING: 26.27 ACRES MORE OR LESS.





GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

1. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST LINE OF SECTION 32 AS BEING N00°04'53"E. SAID BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE, GEOID12A, NORTH AMERICAN DATUM OF 1983, NATIONAL ADJUSTMENT OF 2011 (NAD83/2011).

2. THE FOLLOWING EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC:

   A. A UTILITY EASEMENT 10 FEET IN WIDTH ALONG THE FRONT OF ALL LOTS AND TRACTS CONTIGUOUS WITH AND ADJACENT TO THE PUBLIC ROADWAY FOR THE INSTALLATION AND MAINTENANCE OF FLORIDA POWER AND LIGHT (F.P.&L.), AND OTHER PUBLIC UTILITIES.
   B. A UTILITY AND DRAINAGE EASEMENT 10 FEET IN WIDTH ALONG THE REAR LINE OF ALL LOTS AND TRACTS.
   C. A UTILITY AND DRAINAGE EASEMENT 10 FOOT IN WIDTH ALONG THE SIDE LOT LINES AS SHOWN HEREON SHALL BE FOR THE INSTALLATION, OPERATION, MAINTENANCE, AND ACCESS TO THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY.
   D. AN EASEMENT TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT OVER ALL DRAINAGE EASEMENTS AND TRACTS.

2. TRACTS:

   A. TRACTS A AND B ARE DEDICATED AS STORM WATER TRACTS AND ARE OWNED AND MAINTAINED BY THE LAKESIDE PALMS HOMEOWNERS ASSOCIATION OF BREVARD, INC. SAID TRACTS ARE PRIVATE AND TO BE USED FOR STORM WATER MANAGEMENT. SAID TRACTS WILL ALSO ALLOW FOR THE INGRESS AND EGRESS OF EMERGENCY, UTILITY, MAINTENANCE PERSONNEL, AND THEIR EQUIPMENT. SAID TRACTS ARE TO BE USED TO SERVICE THE PARCELS WITHIN THIS PLAT.
   B. TRACT C IS TO BE USED FOR THE INSTALLATION AND MAINTENANCE OF A SANITARY SEWER LIFT STATION. SAID TRACT IS PUBLIC AND TO BE MAINTAINED BY THE CITY OF COCOA.

3. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUES CHAPTER 177.091(7) AND 177.091(8).

4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR EASEMENTS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

6. THE OWNER HEREBY GRANTS TO CITY OF COCOA, BREVARD COUNTY GOVERNMENT, AND PROVIDERS OF LAW ENFORCEMENT, FIRE EMERGENCY, EMERGENCY MEDICAL, MAIL, PACKAGE DELIVERY, SOLID WASTE/SANITATION AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE LANDS SHOWN HEREON FOR INGRESS AND EGRESS OF THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

7. ALL LOT DRAINAGE IS PRIVATE. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE HOMEOWNER'S ASSOCIATION TO MAINTAIN SAID PRIVATE DRAINAGE WITHIN THEIR HOME SITE. THIS DOES NOT INCLUDE DRAINAGE PIPES WITHIN THE 10' WIDE PUBLIC DRAINAGE EASEMENTS AS SHOWN HEREON.

8. FOR PROTECTIVE COVENANTS AND DEED RESTRICTIONS SEE O.R.B. _____, PAGE _____, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

FOR JOINDERS IN DEDICATION SEE:
O.R.B. _____, PAGE _____
O.R.B. _____, PAGE _____
O.R.B. _____, PAGE _____
O.R.B. _____, PAGE _____
OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

Prepared By:
MORGAN & Associates
Consulting Engineers, Inc.
504 N. Harbor City Blvd. Melbourne, Fl. 32935
Phone (321) 751-6088 Fax (321) 751-6089
L.B. # 7040
Drawn By: Jonathan Hussey

PLAT BOOK _____ PAGE _____

SHEET 1 OF 2

SECTION 32 TWP. 24 S., RANGE 36 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, LAKESIDE PALMS LLC., BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN

LAKESIDE PALMS SUBDIVISION

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES DRAINAGE EASEMENTS, UTILITY EASEMENTS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC, ADDITIONAL TRACTS TO BE DEDICATED ARE LISTED IN SURVEYORS NOTES, AND IN WITNESS WHEREOF, THE BELOW NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON THIS ____ DAY OF _____, 2017

LAKESIDE PALMS, LLC.
317 RIVEREDGE BLVD., SUITE #100
COCOA, FL 32922

BY: _____
DONALD J LONG, MANAGING MEMBER

SIGNED AND SEALED IN THE PRESENCE OF:

_____ _____
WITNESS 1 PRINT NAME

_____ _____
WITNESS 2 PRINT NAME

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, THAT ON _____
BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED:
DONALD J. LONG
RESPECTIVELY AS MANAGING MEMBER OF THE ABOVE NAMED CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA, TO ME KNOWN TO BE THE INDIVIDUALS AND OFFICERS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS THEREUNTO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS DULY AFFIXED THERETO; AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THE ABOVE DATE.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CERTIFICATE OF SURVEYOR:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON JULY 5, 2017 HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT; AND THAT SAID PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION AND THAT SAID PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN BREVARD COUNTY, FLORIDA.

DATED: _____

_____
CHRISTOPHER S. BOWERS, P.S.M.
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 5990
MORGAN & ASSOCIATES
CONSULTING ENGINEERS, INC.
504 N. HARBOR CITY BLVD.
MELBOURNE, FLORIDA 32935
TEL.: (321) 751-6088
FLORIDA CORPORATE CERTIFICATE NO. 7040

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, THAT ON _____
THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA APPROVED THE FOREGOING PLAT

_____
HENRY U. PARRISH IIII, MAYOR

_____
CARIE SHEALY, CITY CLERK

CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF COCOA

I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES.

_____
ROBERT M. PACKARD, P.S.M.
REGISTRATION NO. 3867, STATE OF FLORIDA

DATE: _____

CERTIFICATE OF CLERK

THIS IS TO CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT, AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES AND WAS FILED FOR RECORD ON

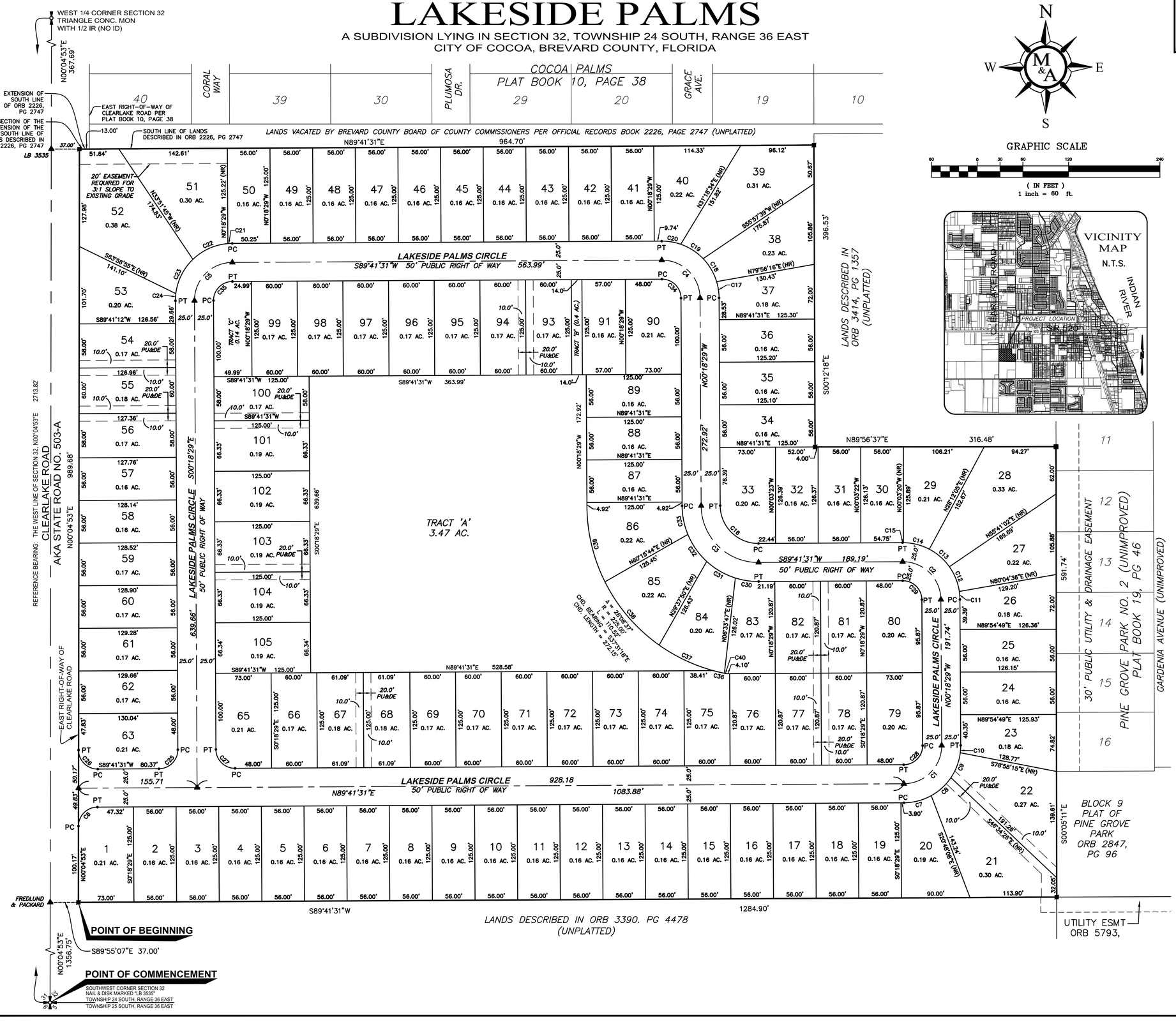
_____ AT _____. FILE NO._____

_____
SCOTT ELLIS
CLERK OF THE CIRCUIT COURT IN AND FOR BREVARD COUNTY, FLORIDA

LAKESIDE PALMS

A SUBDIVISION LYING IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 2 OF 2
SECTION 32 TWP. 24 S., RANGE 36 E.



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	78.54'	50.00'	90°00'00"	N44° 41' 31"E	70.71'
C2	78.54'	50.00'	90°00'00"	N45° 18' 29"W	70.71'
C3	117.81'	75.00'	90°00'10"	S45° 18' 30"E	106.07'
C4	78.54'	50.00'	90°00'00"	N45° 18' 29"W	70.71'
C5	78.54'	50.00'	90°00'00"	S44° 41' 31"W	70.71'
C6	39.10'	25.00'	89°36'38"	N44° 53' 12"E	35.23'
C7	37.49'	75.00'	28°38'21"	N75° 22' 20"E	41.91'
C8	35.33'	75.00'	26°59'12"	N47° 33' 33"E	35.00'
C9	35.33'	75.00'	26°59'12"	N20° 34' 21"E	35.00'
C10	9.67'	75.00'	7°23'14"	N3° 23' 07"E	21.76'
C11	10.58'	75.00'	8°04'54"	N4° 20' 56"W	10.57'
C12	35.33'	75.00'	26°59'12"	N21° 53' 00"W	40.07'
C13	35.33'	75.00'	26°59'12"	N48° 52' 12"W	35.00'
C14	35.33'	75.00'	26°59'12"	N75° 51' 25"W	35.00'
C15	1.25'	75.00'	0°57'29"	N89° 49' 45"W	19.54'
C16	78.54'	50.00'	89°59'58"	S45° 18' 30"E	70.71'
C17	21.67'	75.00'	16°33'28"	S8° 35' 13"E	29.10'
C18	35.33'	75.00'	26°59'12"	N30° 21' 33"W	35.00'
C19	35.33'	75.00'	26°59'12"	N57° 20' 46"W	35.00'
C20	25.48'	75.00'	19°28'07"	N80° 34' 26"W	31.99'
C21	5.76'	75.00'	4°23'55"	S87° 29' 33"W	20.33'
C22	51.32'	75.00'	39°12'32"	S65° 41' 19"W	50.33'
C23	51.25'	75.00'	39°09'16"	S26° 30' 25"W	50.26'
C24	9.47'	75.00'	7°14'17"	S3° 18' 39"W	21.68'
C25	39.27'	25.00'	90°00'00"	S44° 41' 31"W	35.36'
C26	39.44'	25.00'	90°23'22"	N45° 06' 48"W	35.48'
C27	39.27'	25.00'	90°00'00"	N45° 18' 29"W	35.36'
C28	39.27'	25.00'	90°00'00"	N44° 41' 31"E	35.36'
C29	39.27'	25.00'	90°00'00"	N45° 18' 29"W	35.36'
C30	31.10'	100.00'	17°49'17"	S81° 23' 51"E	30.98'
C31	43.79'	100.00'	25°05'24"	S59° 56' 30"E	43.44'
C32	43.56'	100.00'	24°57'37"	S34° 55' 00"E	43.22'
C33	38.62'	100.00'	22°07'42"	S11° 22' 20"E	38.38'
C35	39.27'	25.00'	90°00'00"	S44° 41' 31"W	35.36'
C36	15.15'	225.00'	3°51'33"	S76° 39' 52"E	15.15'
C37	78.90'	225.00'	20°05'29"	N64° 41' 21"W	78.50'
C38	110.52'	225.00'	28°08'37"	N40° 34' 18"W	109.41'
C39	102.85'	225.00'	26°11'30"	N13° 24' 14"W	103.63'
C40	2.82'	225.00'	0°43'08"	S78° 57' 13"E	18.71'

FOR JOINDERS IN DEDICATION SEE:
O.R.B. _____, PAGE _____
O.R.B. _____, PAGE _____
O.R.B. _____, PAGE _____
O.R.B. _____, PAGE _____
OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LEGEND:

- ■ = 4"x4" CONCRETE MONUMENT (SET) WITH NAIL & DISK STAMPED: "PRM PSM 5990"
- ▲ = PK NAIL AND DISK STAMPED: PCP PSM 5990" (SET)
- ● = POINT OF CURVATURE OR POINT OF TANGENCY

C## = CURVE NUMBER FOR CURVE TABLE
L## = LINE NUMBER FOR LINE TABLE
FND = FOUND
H.O.A. = HOMEOWNERS ASSOCIATION
L.S. = LICENSED SURVEYOR
N.T.S. = NOT TO SCALE
ORB = OFFICIAL RECORDS BOOK
P&M = PLAT AND MEASURED
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
PCP = PERMANENT CONTROL POINT
P.L.S. = PROFESSIONAL LAND SURVEYOR
PRM = PERMANENT REFERENCE MONUMENT
P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
PU&DE = PUBLIC UTILITY AND DRAINAGE EASEMENT
NR = NON-RADIAL
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY

Prepared By:
MORGAN & Associates
Consulting Engineers, Inc.
504 N. Harbor City Blvd. Melbourne, Fl. 32935
Phone (321) 751-6088 Fax (321) 751-6089
L.B. # 7040
Drawn By: Jonathan Hussey

Revised Addendum to PZ-0010001 (Lakeside Palms Subdivision)
Concurrency Management/Adequate Public Facilities Analysis

Wastewater

The Level of Service (LOS) for wastewater is 319 gallons per day per household, based on the 105 lots, the projected demand on the wastewater system is 33,495 gallons per day.

The Sellers Plant is currently permitted to treat 4.5 mgd of wastewater per day, and is currently operating at 2.25 mgd. The maximum per day over the past twelve months was 2.249 mgd. Thus, there is sufficient capacity for Wastewater.

Stormwater Management

The Level of Service (LOS) for Stormwater Management is as follows:

Design Storm Event:	25-year frequency/24-hour duration event
On-Site Stormwater Management:	Retention of the first one inch of rainfall for areas of more than one acre.
Stormwater Quantity:	Post development Stormwater runoff flow rates, quantities, peaks, and velocities shall be equal to or less than levels that existed prior to development.
Stormwater Quality:	No significant degradation of water quality in receiving water bodies.

There is an existing SJRWMD Permit (106760-3) for the site and the applicant has filed for a minor modification. Included in the permit modification, the design storm event is 25-year frequency/24 hour duration; retention of greater than the first one inch of rainfall runoff; the post development stormwater quantity will be equal to the levels that existed prior to development; and there is no significant degradation of water quality in receiving water bodies. Based on the foregoing, the project is consistent with the adopted LOS.

Potable Water

The LOS for potable water is 122 gallons per capita per day (gpcd) per household. Based on the City of Cocoa EAR Population Projections report, the average permanent resident per dwelling unit is 2.35 per occupied unit. Thus, the average demand per household is estimated at 287 gpcd, and based on the 105 proposed dwelling units the overall demand is 30,135 gpcd.

The Dyal Plant provides potable for the City of Cocoa service area and it is currently permitted to operate at 48 million gallons per day (mgd). The maximum provision over the past twelve months is 34 mgd. Thus, there is sufficient capacity for Potable Water.

Solid Waste

The Level of Service (LOS) for the City of Cocoa is 1.2 tons of solid waste disposal per capita per year, and residential collection LOS shall be 2 times per week per household with greenwaste and recyclables once

per week. The City contracts with Waste Management for the provision of solid waste, and the projected solid waste generated will be collected consistent with the adopted level of service standards.

Roadways (Transportation)

The minimum LOS for SR501 (Clearlake Road) is D.

The Space Coast TPO Traffic Counts Report for 2016, indicates for the SR520 to Pluckebaum segment of Clearlake Road, the average annual daily traffic trips is 4,590, and it classified as Urban Major Collector. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual (7th Edition), the average vehicle trips per dwelling unit (on a weekday) is 9.57. Based on the 105 dwelling units, the development is projected to generate 1,005 trips per day (on a weekday).

Based on the LOS of D and the Current Maximum Acceptable Volume (15,600) established by the SCTPO, there is sufficient capacity on SR501 (Clearklake Road) to support this development.

Recreation

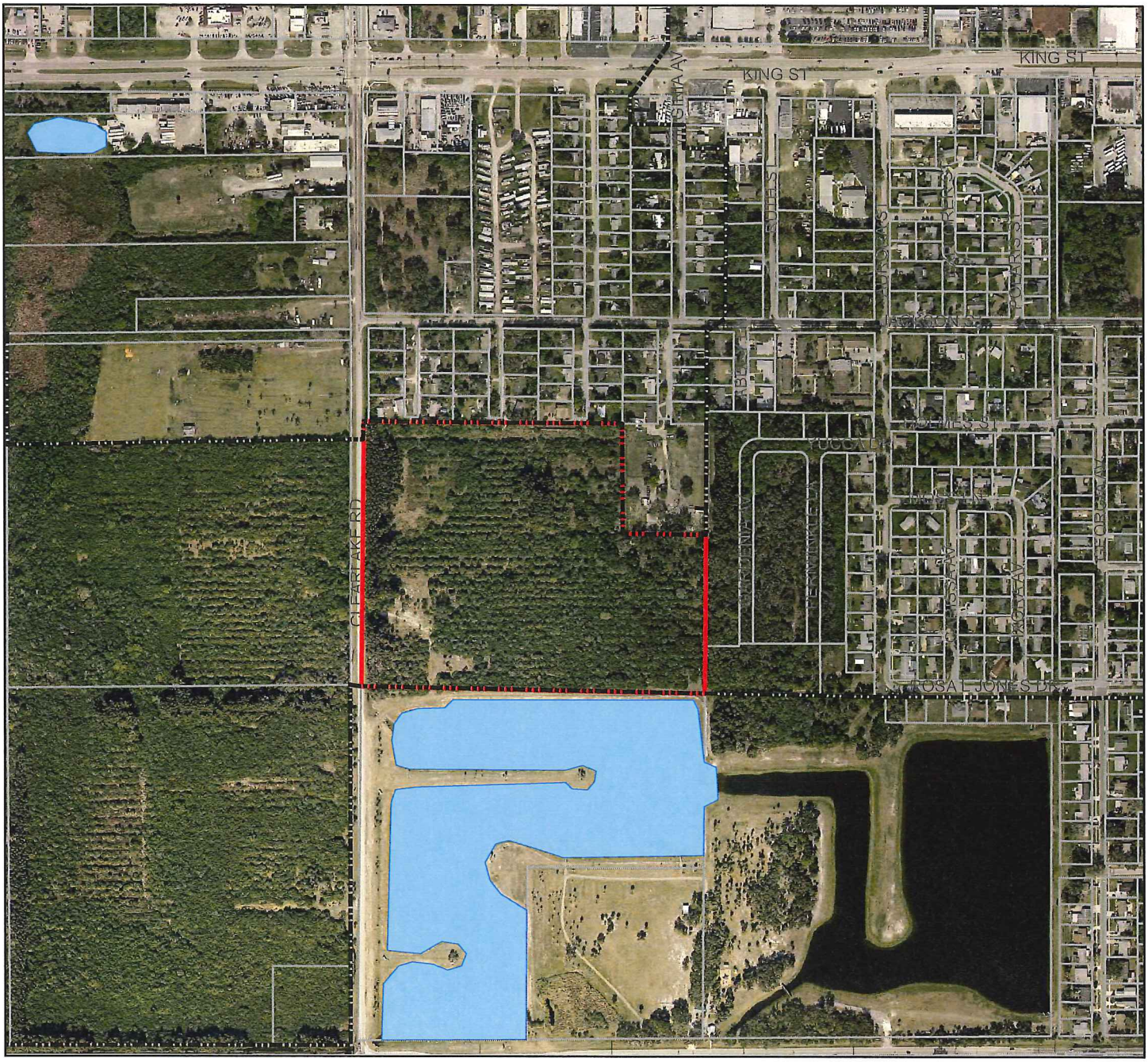
The Level of Service (LOS) for Recreation is 1.25 acres per 1,000 population.

Pursuant to the City of Cocoa Comprehensive Plan EAR (October 2010) Data and Analysis, there exists a surplus of 118.34 acres of parks, which was determined to be more than sufficient to meet the needs of the citizens through 2020. The City's current population is 18,833 which requires 23.54 acres of park and recreation facilities. The EAR identified the City as having 323.58 acres (including the 165.09 acres Cocoa Conservation Area) available for residents. Thus, the City has sufficient recreation/parks to support the project and maintain the adopted LOS.

Schools

The Brevard County School District performed an analysis and issued a School Capacity Availability Letter which is contained as an attachment to the Staff Report.

Location Map
100 Clearlake Road



Legend

- Subject Property
- Water Bodies
- Publish.GISDL.CityBoundary

N
W E
S

0 0.1 0.2 Miles

Disclaimer: Maps are for reference purposes only and do not replace official documents.

City of Cocoa GIS - 2017

Exhibit C

School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6699
Desmond K. Blackburn, Ph.D., Superintendent

June 7, 2017

Mr. Steven Biel
Planning & Development Department
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera, Florida 32940

RE: Proposed Lakeside Palms Subdivision – PZ-17-00100001
School Capacity Availability Determination Letter SCADL-2017-07

Dear Mr. Biel,

We received a completed *School Facility Planning & Concurrency Application* for the referenced development on June 1, 2017. The subject property consists of Parcel ID 24-36-32-00-502 (Tax Account 2424142), containing approximately 27.92 acres in Cocoa, Florida. The proposed subdivision includes 112 single family residential homes. The School Concurrency Determination of this proposed development has been undertaken and the following information is provided for your use.

The calculations used to analyze the prospective student impact are consistent with the methodology outlined in Section 13.2 of the *Interlocal Agreement for Public School Facility Planning & School Concurrency (ILA-2014)*. The following capacity analysis is performed using capacities/projected students as shown in years 2017-18 to 2021-22 of the *Brevard County Public Schools Financially Feasible Plan for School Years 2017-2018 to 2021-22* which is attached for reference.

Single Family Homes	112		
Students Generated	**Student Generation Rates**	**Calculated Students Generated**	**Rounded Number of Students Generated**
Elementary	0.28	31.36	31
Middle	0.08	8.96	9
High	0.16	17.92	18
Total	**0.52**		**58**

RECEIVED
JUN - 9 2017
BY:

Planning & Project Management
Facilities Services
Phone: (321) 633-1000 x450 • FAX: (321) 633-4646

An Equal Opportunity Employer

FISH Capacity (including relocatables) from the Financially Feasible Plan Data and Analysis for School Years 2017-18 to 2021-22

School		2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour		990	990	990	990	990
McNair		611	611	611	611	611
Rockledge		1,689	1,689	1,689	1,689	1,689

Projected Student Membership

School		2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour		892	941	980	981	990
McNair		455	443	471	461	466
Rockledge		1,470	1,515	1,522	1,485	1,458

Students Generated by Previously Issued SCADL Reservations

School		2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour		-	-	-	-	-
McNair		7	7	7	7	7
Rockledge		46	80	100	108	108

Cumulative Students Generated by Proposed Development

School		2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour		-	14	31	31	31
McNair		-	4	9	9	9
Rockledge		-	8	18	18	18

Total Projected Student Membership (includes Cumulative Impact of Proposed Development

School		2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour		892	955	1,011	1,012	1,021
McNair		462	454	487	477	482
Rockledge		1,516	1,603	1,640	1,611	1,584

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School		2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour		98	35	(21)	(22)	(31)
McNair		149	157	124	134	129
Rockledge		173	86	49	78	105

At this time, Endeavor Elementary is not projected to have enough capacity for the total projected and potential students in 2018-19 through 2021-2 using membership and available capacity figures projected for the Concurrency Service Areas. Because there is a shortfall of available capacity in the concurrency service area of the Lakeside Palms property, the capacity of adjacent concurrency service areas must be considered. The adjacent elementary school concurrency service areas are Cambridge Elementary School, Tropical Elementary School, Golfview Elementary School, and Saturn Elementary School. A table of capacities of an *Adjacent Elementary Schools Concurrency Service Area* is shown:

FISH Capacity (including relocatables) from the Financially Feasible Plan Data and Analysis for School Years 2017-18 to 2021-22

School		2017-18	2018-19	2019-20	2020-21	2021-22
Golfview		777	777	777	777	777

Projected Student Membership

School		2017-18	2018-19	2019-20	2020-21	2021-22
Golfview		635	650	681	707	727

Students Generated by Previously Issued SCADL Reservations

School		2017-18	2018-19	2019-20	2020-21	2021-22
Golfview		6	6	6	6	6

Cumulative Students Generated by Proposed Development

School		2017-18	2018-19	2019-20	2020-21	2021-22
Golfview		-	14	31	31	31

Total Projected Student Membership (includes Cumulative Impact of Proposed Development

School		2017-18	2018-19	2019-20	2020-21	2021-22
Golfview		641	670	718	744	764

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School		2017-18	2018-19	2019-20	2020-21	2021-22
Golfview		136	107	59	33	13

Considering the adjacent elementary school concurrency service areas, there is sufficient capacity for the total projected student membership to accommodate the Lakeside Palms Subdivision.

The School Capacity Reservation at Endeavor Elementary School, McNair Middle School and Rockledge High School is valid for 24 months from the date of this letter. At that time, if the project has not received approval from Brevard County, a Time Extension application can be submitted to the School Board through the Brevard County. A maximum of 2 additional years can be requested. If the final approval has not been completed after the 2 year Time Extension is granted, a new application for School Concurrency must be submitted.

Also in accordance with Section 13.2(f) of the ILA, so that the school district can track capacity reservations, please provide notification:

1. When this residential development has received a Concurrency Evaluation Finding of Nondeficiency or functional equivalent.
2. The date the development order expires, is extended or is revoked.
3. When the concurrency reservations become vested.
4. When the school impact fees have been paid.

We appreciate the opportunity to review this proposed project. Please let us know if you require additional information.

Sincerely,

David G. Lindemann, AICP
Manager - Facilities Planning & Intergovernmental Coordination
Planning & Project Management, Facilities Services

Enclosure: *Brevard County Public Schools Utilization 2017-18 to 2021-22*

Copy: Susan Hann, P.E., AICP, Director of Planning & Project Management
File SCADL-2017-07

Brevard County Public Schools

Financially Feasible Plan To Maintain Utilization Rates Lower than the 100% Level of Service

Data and Analysis for School Years 2016-17 to 2021-22

Summary	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Highest Utilization Elementary Schools:	98%	99%	100%	100%	99%	100%
Highest Utilization Middle Schools:	89%	87%	94%	97%	99%	99%
Highest Utilization Jr / Sr High Schools:	88%	90%	97%	100%	100%	100%
Highest Utilization High Schools:	99%	99%	100%	100%	100%	100%

				School Year 2016-17			School Year 2017-18			School Year 2018-19			School Year 2019-20			School Year 2020-21			School Year 2021-22		
School	Type	Grades	Utilization Factor	FISH Capacity	10/17/16 Member-ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
Elementary School Concurrency Service Areas																					
Allen	Elementary	PK-6	100%	751	632	84%	751	638	85%	751	667	89%	751	695	93%	751	707	94%	751	694	92%
Andersen	Elementary	K-6	100%	884	701	79%	884	704	80%	884	715	81%	884	726	82%	884	713	81%	884	686	78%
Apollo	Elementary	K-6	100%	902	815	90%	902	805	89%	902	815	90%	902	850	94%	902	837	93%	902	841	93%
Atlantis	Elementary	PK-6	100%	703	648	92%	703	661	94%	703	694	99%	703	689	98%	703	692	98%	725	722	100%
Audubon	Elementary	PK-6	100%	761	599	79%	761	593	78%	761	583	77%	761	598	79%	761	590	78%	761	589	77%
Cambridge	Elementary	PK-6	100%	765	640	84%	765	658	86%	765	674	88%	765	694	91%	765	717	94%	765	735	96%
Cape View	Elementary	PK-6	100%	548	426	78%	548	421	77%	548	421	77%	548	413	75%	548	420	77%	548	422	77%
Carroll	Elementary	K-6	100%	751	660	88%	751	641	85%	751	629	84%	751	634	84%	751	652	87%	751	632	84%
Challenger 7	Elementary	PK-6	100%	573	525	92%	573	532	93%	573	554	97%	573	570	99%	595	580	97%	595	583	98%
Columbia	Elementary	PK-6	100%	751	544	72%	751	507	68%	751	538	72%	751	539	72%	751	524	70%	751	540	72%
Coquina	Elementary	K-6	100%	693	523	75%	693	531	77%	693	543	78%	693	546	79%	693	545	79%	693	551	80%
Creel	Elementary	PK-6	100%	1,154	940	81%	1,154	936	81%	1,154	973	84%	1,154	1,001	87%	1,154	1,029	89%	1,154	1,066	92%
Croton	Elementary	PK-6	100%	795	615	77%	795	619	78%	795	644	81%	795	669	84%	795	694	87%	795	719	90%
Discovery	Elementary	PK-6	100%	980	625	64%	980	634	65%	980	619	63%	980	611	62%	980	618	63%	980	634	65%
Endeavour	Elementary	PK-6	100%	990	890	90%	990	892	90%	990	941	95%	990	980	99%	990	981	99%	990	990	100%
Enterprise	Elementary	K-6	100%	729	543	74%	729	530	73%	729	499	68%	729	473	65%	729	450	62%	729	441	60%
Fairglen	Elementary	PK-6	100%	753	703	93%	753	707	94%	753	755	**100%**	819	820	**100%**	885	878	99%	951	927	97%
Gemini	Elementary	K-6	100%	711	451	63%	711	418	59%	711	407	57%	711	394	55%	711	390	55%	711	372	52%
Golfview	Elementary	PK-6	100%	777	619	80%	777	635	82%	777	650	84%	777	681	88%	777	707	91%	777	727	94%
Harbor City	Elementary	PK-6	100%	629	401	64%	629	387	62%	629	411	65%	629	427	68%	629	426	68%	629	431	69%
Holland	Elementary	PK-6	100%	605	466	77%	605	450	74%	605	462	76%	605	482	80%	605	517	85%	605	539	89%
Imperial Estates	Elementary	K-6	100%	729	718	98%	729	677	93%	729	678	93%	729	671	92%	729	673	92%	729	683	94%
Indialantic	Elementary	K-6	100%	798	751	94%	798	730	91%	798	735	92%	798	729	91%	798	736	92%	798	743	93%
Jupiter	Elementary	PK-6	100%	930	793	85%	930	781	84%	930	808	87%	930	822	88%	930	824	89%	930	825	89%
Lockmar	Elementary	PK-6	100%	892	728	82%	892	728	82%	892	743	83%	892	747	84%	892	739	83%	892	746	84%
Longleaf	Elementary	PK-6	100%	790	683	86%	790	700	89%	790	721	91%	790	720	91%	790	712	90%	790	716	91%
Manatee	Elementary	K-6	100%	954	864	91%	954	864	91%	954	943	99%	954	938	98%	954	940	99%	954	924	97%
McAuliffe	Elementary	PK-6	100%	918	786	86%	918	784	85%	918	800	87%	918	783	85%	918	761	83%	918	768	84%
Meadowlane Intermediate	Elementary	3-6	100%	1,114	1,010	91%	1,114	1,000	90%	1,114	1,017	91%	1,114	1,028	92%	1,114	1,058	95%	1,136	1,121	99%
Meadowlane Primary	Elementary	K-6	100%	824	748	91%	824	742	90%	824	827	**100%**	890	883	99%	912	905	99%	912	912	100%
Mila	Elementary	PK-6	100%	707	534	76%	707	538	76%	707	554	78%	707	563	80%	707	571	81%	707	596	84%
Mims	Elementary	PK-6	100%	725	485	67%	725	501	69%	725	520	72%	725	549	76%	725	577	80%	725	611	84%
Oak Park	Elementary	PK-6	100%	950	922	97%	950	944	99%	972	966	99%	1,016	1,004	99%	1,038	1,029	99%	1,060	1,047	99%
Ocean Breeze	Elementary	PK-6	100%	654	519	79%	654	525	80%	654	509	78%	654	485	74%	654	483	74%	654	475	73%
Palm Bay	Elementary	PK-6	100%	1,005	799	80%	1,005	796	79%	1,005	822	82%	1,005	820	82%	1,005	810	81%	1,005	791	79%
Pinewood	Elementary	PK-6	100%	551	530	96%	551	544	99%	595	576	97%	639	606	95%	639	632	99%	683	670	98%
Port Malabar	Elementary	PK-6	100%	852	741	87%	852	744	87%	852	780	92%	852	775	91%	852	764	90%	852	782	92%
Quest	Elementary	PK-6	100%	950	900	95%	1,016	1,000	98%	1,060	1,059	100%	1,126	1,125	100%	1,148	1,133	99%	1,148	1,098	96%
Riviera	Elementary	PK-6	100%	777	647	83%	777	655	84%	777	735	95%	777	768	99%	799	784	98%	799	801	**100%**
Roosevelt	Elementary	K-6	100%	599	359	60%	599	360	60%	599	361	60%	599	361	60%	599	348	58%	599	360	60%
Sabal	Elementary	PK-6	100%	785	550	70%	785	546	70%	785	554	71%	785	569	72%	785	572	73%	785	587	75%
Saturn	Elementary	PK-6	100%	976	763	78%	976	750	77%	976	747	77%	976	761	78%	976	769	79%	976	759	78%
Sea Park	Elementary	PK-6	100%	461	339	74%	461	322	70%	461	306	66%	461	314	68%	461	312	68%	461	306	66%
Sherwood	Elementary	PK-6	100%	609	485	80%	609	480	79%	609	482	79%	609	499	82%	609	506	83%	609	488	80%
Sunrise	Elementary	PK-6	100%	895	841	94%	895	858	96%	895	849	95%	895	823	92%	895	799	89%	895	787	88%
Suntree	Elementary	K-6	100%	755	657	87%	755	654	87%	755	619	82%	755	572	76%	755	548	73%	755	519	69%
Surfside	Elementary	K-6	100%	523	475	91%	523	468	89%	523	469	90%	523	483	92%	523	494	94%	523	513	98%
Tropical	Elementary	K-6	100%	910	787	86%	910	798	88%	910	815	90%	910	820	90%	910	839	92%	910	841	92%
Turner	Elementary	PK-6	100%	874	631	72%	874	636	73%	874	655	75%	874	640	73%	874	624	71%	874	592	68%
University Park	Elementary	PK-6	100%	811	546	67%	811	544	67%	811	653	81%	811	708	87%	811	711	88%	811	722	89%
Westside	Elementary	K-6	100%	857	712	83%	857	719	84%	857	723	84%	857	692	81%	857	656	77%	857	632	74%
Williams	Elementary	PK-6	100%	715	581	81%	715	581	81%	715	592	83%	715	596	83%	715	599	84%	715	617	86%
Elementary Totals				**41,095**	**33,850**		**41,161**	**33,868**		**41,271**	**34,812**		**41,557**	**35,346**		**41,733**	**35,575**		**41,909**	**35,873**	

School	Type	Grades	Utilization Factor	School Year 2016-17			School Year 2017-18			School Year 2018-19			School Year 2019-20			School Year 2020-21			School Year 2021-22		
				FISH Capacity	10/17/16 Member-ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
ool Concurrency Service Areas																					
Central	Middle	8-Jul	90%	1,525	1,098	72%	1,525	1,129	74%	1,525	1,213	80%	1,525	1,325	87%	1,525	1,381	91%	1,525	1,354	89%
DeLaura	Middle	8-Jul	90%	941	703	75%	941	728	77%	941	740	79%	941	774	82%	941	769	82%	941	757	80%
Hoover	Middle	8-Jul	90%	659	509	77%	659	515	78%	659	460	70%	659	456	69%	659	474	72%	659	484	73%
Jackson	Middle	8-Jul	90%	654	584	89%	654	566	87%	654	613	94%	654	636	97%	654	635	97%	654	614	94%
Jefferson	Middle	8-Jul	90%	854	606	71%	854	610	71%	854	669	78%	854	711	83%	854	733	86%	854	735	86%
Johnson	Middle	8-Jul	90%	1,000	791	79%	1,000	791	79%	1,000	802	80%	1,000	810	81%	1,000	883	88%	1,000	868	87%
Kennedy	Middle	8-Jul	90%	813	632	78%	813	633	78%	813	645	79%	813	679	84%	813	741	91%	813	767	94%
Madison	Middle	8-Jul	90%	743	444	60%	743	450	61%	743	480	65%	743	533	72%	743	565	76%	743	562	76%
McNair	Middle	8-Jul	90%	611	456	75%	611	455	74%	611	443	73%	611	471	77%	611	461	75%	611	466	76%
Southwest	Middle	8-Jul	90%	1,177	880	75%	1,177	892	76%	1,177	895	76%	1,177	987	84%	1,177	1,041	88%	1,177	985	84%
Stone	Middle	8-Jul	90%	1,013	839	83%	1,013	800	79%	1,013	841	83%	1,013	877	87%	1,033	1,025	99%	1,072	1,059	99%
Middle Totals				9,990	7,542		9,990	7,569		9,990	7,801		9,990	8,259		10,010	8,708		10,049	8,651	
gh School Concurrency Service Areas																					
Cocoa	Jr / Sr High	PK, 7-12	90%	1,782	1,572	88%	1,782	1,599	90%	1,782	1,724	97%	1,850	1,858	100%	2,007	2,012	100%	2,142	2,147	100%
Cocoa Beach	Jr / Sr High	12-Jul	90%	1,466	1,064	73%	1,466	1,017	69%	1,466	976	67%	1,466	969	66%	1,466	961	66%	1,466	956	65%
Space Coast	Jr / Sr High	12-Jul	90%	1,812	1,519	84%	1,812	1,520	84%	1,812	1,485	82%	1,812	1,526	84%	1,812	1,590	88%	1,812	1,606	89%
Jr / Sr High Totals				5,060	4,155		5,060	4,136		5,060	4,185		5,128	4,353		5,285	4,563		5,420	4,709	
chool Concurrency Service Areas																					
Astronaut	High	12-Sep	95%	1,446	1,132	78%	1,446	1,124	78%	1,446	1,125	78%	1,446	1,159	80%	1,446	1,233	85%	1,446	1,314	91%
Bayside	High	12-Sep	95%	2,235	1,712	77%	2,235	1,684	75%	2,235	1,733	78%	2,235	1,697	76%	2,235	1,705	76%	2,235	1,789	80%
Eau Gallie	High	PK, 9-12	95%	2,186	1,672	76%	2,186	1,639	75%	2,186	1,693	77%	2,186	1,784	82%	2,186	1,834	84%	2,186	1,900	87%
Heritage	High	12-Sep	95%	2,314	1,855	80%	2,314	1,784	77%	2,314	1,778	77%	2,314	1,769	76%	2,314	1,848	80%	2,314	1,928	83%
Melbourne	High	12-Sep	95%	2,317	2,304	99%	2,317	2,300	99%	2,365	2,374	100%	2,460	2,471	100%	2,460	2,466	100%	2,602	2,601	100%
Merritt Island	High	PK, 9-12	95%	1,915	1,574	82%	1,915	1,575	82%	1,915	1,516	79%	1,915	1,583	83%	1,915	1,646	86%	1,915	1,739	91%
Palm Bay	High	PK, 9-12	95%	2,613	1,637	63%	2,613	1,635	63%	2,613	1,659	63%	2,613	1,786	68%	2,613	1,820	70%	2,613	1,897	73%
Rockledge	High	12-Sep	95%	1,689	1,460	86%	1,689	1,470	87%	1,689	1,515	90%	1,689	1,522	90%	1,689	1,485	88%	1,689	1,458	86%
Satellite	High	PK, 9-12	95%	1,516	1,356	89%	1,516	1,325	87%	1,516	1,345	89%	1,516	1,332	88%	1,516	1,357	90%	1,516	1,404	93%
Titusville	High	12-Sep	95%	1,872	1,394	74%	1,872	1,395	75%	1,872	1,437	77%	1,872	1,429	76%	1,872	1,468	78%	1,872	1,488	79%
Viera	High	PK, 9-12	95%	2,253	2,117	94%	2,253	2,150	95%	2,253	2,188	97%	2,253	2,233	99%	2,253	2,235	99%	2,348	2,337	100%
High Totals				22,356	18,213		22,356	18,081		22,404	18,363		22,499	18,765		22,499	19,097		22,736	19,855	
e (Not Concurrency Service Areas)																					
Freedom 7	Elementary	K-6	100%	475	409	86%	475	414	87%	475	414	87%	475	414	87%	475	414	87%	475	414	87%
Stevenson	Elementary	K-6	100%	569	484	85%	569	508	89%	569	508	89%	569	508	89%	569	508	89%	569	508	89%
West Melbourne	Elementary	K-6	100%	618	550	89%	618	552	89%	618	552	89%	618	552	89%	618	552	89%	618	552	89%
Edgewood	Jr / Sr High	12-Jul	90%	1,072	948	88%	1,072	950	89%	1,072	950	89%	1,072	950	89%	1,072	950	89%	1,072	950	89%
West Shore	Jr / Sr High	12-Jul	90%	1,264	955	76%	1,264	956	76%	1,264	956	76%	1,264	956	76%	1,264	956	76%	1,264	956	76%
Schools of Choice				3,998	3,346		3,998	3,380		3,998	3,380		3,998	3,380		3,998	3,380		3,998	3,380	
Brevard Totals				82,499	67,106		82,565	67,034		82,723	68,541		83,172	70,103		83,525	71,323		84,112	72,468	

Notes

1. FISH Capacity is the sum of the factored permanent capacity and the factored relocatable capacity. Permanent and relocatable capacities for 2016-17 are reported from the FISH database as of December 13, 2016.
2. Student Membership is reported from the Fall Final Membership Count (10/17/16).
3. Davis Demographics SchoolSite Enrollment Forecasting Extension for ArcGIS estimates future student populations by analyzing the following data:
   - Development Projections from Brevard County Local Government Jurisdictions
   - Brevard County School Concurrency Student Generation Multipliers (SGM)
   - Fall Membership student addresses and corresponding concurrency service areas
   - Student Mobility Rates / Cohort Survival
   - Brevard County Birth rates by zip code
4. Davis Demographics estimates are then adjusted using the following factors:
   - PK (Pre-Kindengarten) and AH (daycare for students with infants) enrollment number are assumed to be constant
   - Current From/To attendance patterns are assumed to remain constant.
   - Nongeocoded student addresses are assumed to continue in their attendance schools.
   - Charter School Growth.
5. In order to maintain utilization rates lower than the 100% Level of Service, Relocatable Classrooms are assumed to add future student stations as necessary.
   - Primary relocatable classrooms (Grades K-3) = 18 student stations, Intermediate (Grades 4-8) relocatable classrooms = 22 student stations, and High School (Grades 9-12) relocatable classrooms = 25 student stations
   - Intermediate relocatable classrooms are proposed to be added at Atlantis Elementary, Challenger 7 Elementary, Fairglen Elementary, Meadowlane Intermediate, Meadowlane Primary, Oak Park Elementary, Pinewood Elementary, Quest Elementary, Riviera Elementary, and Stone Middle (Total of 38 Classrooms).
   - High school relocatable classrooms are proposed to be added at Melbourne High, Cocoa Jr/Sr High, and Viera High (Total of 32 Classrooms)

Legislation Details (With Text)

File #:	17-323	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	7/17/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Ordinance No. 11-2017/1st Reading: Amending Chapter 19, Article II - Public Service Tax; Electing the option to levy a Public Service Tax on water service. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-2017 Public Service Tax - Water.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2017
Agenda Date: August 8, 2017
Prepared By: Teri Butler, CGFO, Finance Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM
Requested Action:
Approve the 1st Reading of Ordinance 11-2017, Amending Chapter 19, Article II - Public Service Tax; Electing the option to levy a Public Service Tax on water service.

BACKGROUND:

On May 19, 2015, a City Council Budget Workshop was held for the purpose of the FY2016 Budget as well as a discussion on future budgetary issues. The City's Strategic Plan identifies strategic issues, goals and objectives and one strategic issue is Fiscal Sustainability. Under this issue, one objective is to diversify and enhance the revenue base available to fund city operations. One way to accomplish this objective is to evaluate and consider alternate and new revenue sources such as implementing a Public Service Tax on water service within the City. The diversification of City revenue sources allows for reduced reliance on volatile property values; prevents a disproportionate shift of the tax burden to higher valued residential and or non-residential property; and it promotes greater equity and fairness in that all residents and consumers of municipal services are sharing in the costs for the services.

As part of the City's Strategic Plan, it is the City's goal to provide essential and critical services, maintain the adequate funding of reserves and provide resources to promote affordable and sustainable growth in the City. During the 2015 Budget Workshop there was a discussion on available revenue sources to local governments as well as an assessment of the City's revenue base. City Council, based on projected future revenue needs (along with targeted reductions in operating costs), determined that imposing a Public Service Tax on the sale of water service as

allowed by section 166.231, Florida Statutes. Since, and through continued annual financial analysis and updates to the Burton and Associates fiscal sustainability model, it was confirmed during the Fiscal Year 2018 City Council Budget Priorities Workshop that the imposition in Fiscal Year 2018 was necessary beginning in Fiscal Year 2018 to ensure and maintain the existing levels of service being provided by the City.

At the Fiscal Year 2018 Budget Priorities Workshop, in lieu of increasing the millage rate to cover the revenue shortfall, City Council directed the millage rate remain at the current fiscal year rate and the Public Service Tax be imposed for Fiscal Year 2018. This will enable the City to further attain its goal of being long-term fiscally sustainable.

The proposed Ordinance sets the rate at ten percent (10%) of water services and establishes the effective date for the tax as October 1, 2017. The Ordinance also provides for certain exemptions for governmental agencies, religious and educational institutions.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability - Objective 1.2, Diversify and enhance the revenue base available to fund city operations.

BUDGETARY IMPACT:

It is estimated that a Public Service Tax on water service within the City of Cocoa will generate approximately $334,667 during FY2018.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve the 1st Reading of Ordinance 11-2017, Amending Chapter 19, Article II - Public Service Tax; Electing the option to levy a Public Service Tax on water service.

ORDINANCE NO. 11 -2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 19, ARTICLE II – PUBLIC SERVICE TAX; ELECTING THE OPTION TO LEVY A PUBLIC SERVICE TAX ON WATER SERVICE; MAKING OTHER CONFORMING AND TECHNICAL AMENDMENTS TO CHAPTER 19, ARTICLE II; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Section 166.231, Florida Statutes, grants municipalities the authority to tax various services, including certain purchases of water service; and

WHEREAS, the City Council elects the option to levy a public service tax on water service pursuant to Section 166.231, Florida Statutes; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Chapter 19, Article II – Public Service Tax is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions):

ARTICLE II. - PUBLIC SERVICE TAX

Sec. 19-13. - Applicability of article generally.

(a) The provisions of this article shall apply to all persons, corporations, partnerships, joint adventures, or other bodies or firms selling or purchasing within the city any electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), fuel oil, water service, or

communications services (communications services are defined by F.S. ch. 202), as may be amended, regardless of the place of residence or place of business of any such seller or purchaser, and the tax imposed by this article shall apply to each and every purchase of such utility service or commodities in the city, except those specifically exempted by this article or by law.

(b) To the extent that any provision of this article conflicts with, and is preempted by, general law, the conflicting provisions of general law shall apply and govern.

Sec. 19-14. - Levied; amount.

(a) There is hereby imposed and levied by the city on each and every purchase in the city of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water service, or fuel oil a tax based upon the charge made by the seller to the purchaser for such utility service or commodities at the rate of ten percent (10%) of such charge.

(b) There is hereby imposed and levied by the city, in accordance with F.S. ch. 202, as may be amended, for the period beginning January 1, 2003, a communications services tax upon the sale of communications services at a rate of five and one-tenth percent (5.1%). This rate does not include the add-on election rate provided by F.S. ch. 337, and adopted below in section 19-32 of this Code.

Sec. 19-15. - ~~Reserved.~~ City as seller of water services; Effective date. Notwithstanding any other conflicting provision in this article, the following provisions shall apply to the City:

(a) The City is hereby deemed a seller under this article for the provision of water service, and the City shall have all of the rights, obligations and remedies of a seller under the public service tax laws and this article unless expressly provided otherwise in this article.

(b) The tax levied under this article on water service shall be due and collected effective October 1, 2017, and shall be paid or remitted as provided in the City's utility billing requirements set forth within the City Code and the City of Cocoa Utilities Handbook, as adopted by the city council pursuant to Section 22-51 of the City Code ("Utilities Handbook")

(c) Notwithstanding any other provision set forth in this article, the tax collected by the City for water service shall be administratively collected through the City's water utility system and deposited into the City's main operating bank account in accordance with Section 19-31 of this Code.

(d) If any purchaser of water service taxed by this article fails to pay or remit any taxes required by this article, the purchaser's account shall be deemed in default and subject to applicable interest, penalties, and collection remedies as set forth in the City Code and the Utilities Handbook.

(e) The tax levied on City water service accounts pursuant to this article shall be computed on

the total charge for services including fixed and consumption based charges.

Sec. 19-16. - Limit on tax on fuel oil.

Notwithstanding the provisions of section 19-14 above, the tax imposed on fuel oil purchases thereby shall not exceed two and four-tenths cents ($0.024) per gallon.

Sec. 19-17. - Applicability to telephone service; telegraph excluded.

(a) The tax levied by this article on sales of telephone service shall apply to all charges made for such services as provided by F.S. ch. 202, as may be amended.

(b) The tax levied by this article shall not apply to long distance telephone service or to telegraph service.

Sec. 19-18. - Exemption for governmental agencies.

The purchase of electricity, gas, fuel oil, water service, or communications services, by the United States, the state, the county, the city, the school district ~~board of public instruction of the county~~, and any other governmental subdivision of any of such governing bodies shall be exempt from the taxes levied under this article. However, governmental bodies which sell or resell taxable service to nonexempt end users must collect and remit the tax levies under this article.

Sec. 19-19. - Exemption for Churches ~~religious or educational institutions~~.

The purchase of electricity, gas, fuel oil, water service, or communications services, by any recognized church in this state for use exclusively for church purposes, ~~educational or worship facilities,~~ including one (1) parsonage per church, shall be exempt from the taxes levied under this article.

Sec. 19-20. - Purchases for separate premises, deemed separate purchases.

The purchase of such electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), fuel oil, water service, or communications services, for each dwelling, separate apartment in an apartment house, or duplex house, or dwelling house divided into separate living apartments, hotel, rooming house, restaurant, store, office, manufacturing plant, or other place of business, manufacture, service, or residence shall be considered a separate purchase for the purpose of computing the maximum tax to be paid for the purchases during each month, regardless of the ownership, management, control or occupancy of such dwellings, apartments, stores, offices or other places of business, service, manufacture, or residence hereinabove enumerated, and the monthly purchase of each such place of dwelling or business shall be computed separately, even though more than one (1) of the same may be owned, occupied, managed or controlled by the same

person. Notwithstanding, property being serviced and invoiced for utility services through a master meter shall be considered a separate purchase for the purpose of computing the maximum tax to be paid for the purchases during the month.

Sec. 19-21. - When tax effective; taxing periods.

(a) The tax levied by this article shall be effective upon each and every sale in the city of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water service, or fuel oil, ~~from and after the first day of October, 1945,~~ and in all cases where the seller shall collect the price thereof for monthly periods, such monthly periods shall be computed on the basis of twelve (12) billing cycles per ~~the~~ calendar ~~month~~year; provided, however, that any seller may elect to compute the tax on the basis of a monthly period other than a calendar month, if such seller shall file with the city finance director ~~treasurer~~ a written designation of the monthly period to be used by the seller, and upon such designation the seller may use the monthly period so designated as the basis for the computation of monthly charges. Such period may be changed by such seller from time to time by fixing a different monthly period and if by such change the period shall be lengthened or extended, the maximum tax for any period of less than or more than one (1) month resulting from the change of period shall be computed by increasing or reducing the maximum proportionately to the excess or fraction of a month resulting from such change.

(b) Effective October 1, 2001, the tax levied by this article upon communications services shall be due and collected in accordance with F.S. ch. 202, as may be amended.

Sec. 19-22. - Computation of tax.

(a) In all cases where the seller of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water service, or fuel oil shall collect the price thereof at monthly periods, or periods of less than one (1) month, the tax levied by this article may be computed on the aggregate amount of the sales during such period; provided, that the tax to be collected shall be the nearest whole cent to the amount computed.

(b) Effective October 1, 2001, the seller of communications services shall collect and account for the tax due under this section in accordance with F.S. ch. 202, as may be amended.

Sec. 19-23. - Purchaser to pay to seller when charge paid.

(a) The tax imposed by section 19-14 shall in every case be paid by the purchaser for the use of the city to the seller of such electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water service, or fuel oil, at the time of paying the charge therefor to the seller thereof, but not less often than monthly.

(b) Effective October 1, 2001, the tax imposed by section 19-14 upon communications services shall be paid or remitted as provided within F.S. ch. 202, as may be amended.

Sec. 19-24. - Seller to collect, report, pay over tax monthly.

(a) It shall be the duty of every seller of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water service, or fuel oil, to collect from the purchaser, for the use of the city, the tax levied by this article at the time of collecting the selling price charged for each transaction, and to report and pay over, on or before the fifteenth day following the end of the month, either calendar or elective of the seller, to the finance director ~~treasurer~~ of the city, all such taxes levied and collected during the preceding month. The reporting and payment deadline required by this subsection shall not apply to the extent that the seller is the City levying the tax.

(b) Effective October 1, 2001, the seller of communications services shall collect from the purchaser the tax levied by this article in conformance with F.S. ch. 202, as may be amended.

Sec. 19-25. - Collecting for service without collecting tax.

(a) It shall be unlawful for any seller or any officer, agent or employee of any seller to collect the price for any purchase of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water service, or fuel oil, without, at the same time, collecting the tax levied by this article in respect to such purchase. Any seller who shall fail to collect such tax at the time of collecting the price of any such purchase shall be liable to the city for the amount of such tax in like manner as if the same had been actually paid to the seller.

(b) Effective October 1, 2001, the seller of communications services shall be liable for uncollected taxes as provided in F.S. ch. 202, as may be amended.

(c) This section shall not apply to the extent that the seller is the City levying the tax.

Sec. 19-26. - Effect of failure of seller to pay taxes to city.

If any seller of services or commodities taxed by this article, and not subject to F.S. ch. 202, as may be amended, shall fail to pay any taxes collected by him pursuant to this article within ten (10) days after he shall be required to pay the same to the city, he shall be liable to and shall pay in addition to such tax a penalty equal to one percent (1%) per day for each day such payment shall be in default after the first ten (10) days. If any seller shall be in default for more than ten (10) days, the finance director ~~treasurer~~ of the city shall be authorized and empowered, and he is hereby directed, to certify the fact of such default to the city attorney, and thereupon the city attorney shall be, and he is hereby, directed to enforce payment from such seller of the amount of such tax due to the city by action at law or suit in equity, and if the same shall be collected by action or suit the seller shall pay, as an additional penalty, such reasonable attorney's fees as may be fixed by the court in which such action or suit is brought to reimburse the city for the expenses incurred for the services of the city attorney in enforcing collection; provided, however, that in no event shall any

seller be liable to the city for the payment of any tax upon any uncollected bills. This section shall not apply to the extent that the seller is the City levying the tax.

Sec. 19-27. - Paying for service without paying tax.

It shall be unlawful for any purchaser to pay to any seller the price charged by such seller for the purchase of any utility service or commodities taxed by this article without, at the same time and in the same transaction, paying to the seller the tax levied by this article on such purchase, with the exception of payment provisions for water service approved by the City pursuant to applicable provisions of the City Code and City of Cocoa Utilities Handbook.

Sec. 19-28. - Penalty for nonpayment of tax by purchaser.

Any purchaser who shall fail to pay the tax imposed by this article at the same time and in the same transaction with the payment to the seller for the utility service or commodities purchased, which are not subject to F.S. ch. 202, as may be amended, shall be liable to the city for a penalty equal to one percent (1%) of the total charge for the utility service or commodities for each day of the default, but not to exceed an amount equal to the tax not paid, which penalty shall be collected by the seller and paid over to the city. Penalties for nonpayment of water service provided by the City shall be governed by applicable provisions of the City Code and the Utilities Handbook.

Sec. 19-29. - Discontinuing service for nonpayment.

If any purchaser shall fail, neglect or refuse to pay to the seller the seller's charge for the sale to the purchaser of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water services, fuel oil, or communications services, and the tax imposed by this article on account of the purchase for which such charge is made, to the extent allowable under the law, the seller shall be authorized to and is hereby vested with authority to immediately discontinue the further sale or furnishing to any such purchaser of any such utility service or commodities until the tax and the seller's charge shall have been paid in full, including the tax. Discontinuance of water service provided by the City shall be governed by applicable provisions of the City Code and the Utilities Handbook.

Sec. 19-30. - Seller to keep records; right of city to inspect.

(a) It shall be the duty of every seller of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water service, or fuel oil, to keep complete records showing all purchases in the city of such utility service or commodities, which records shall show the price charged upon each purchase, the date thereof, and the date of payment thereof, and such records shall be kept open for inspection by the finance director ~~treasurer~~ of the city or any duly authorized agent of the city during all business hours on all business days. Pursuant to Section 166.234,

Florida Statutes, as may be amended, ~~T~~the city finance director ~~treasurer~~, or any duly authorized agent of the city, shall have the right, power and authority to inspect and audit such records and make transcripts thereof during such times as they may desire; provided, that the right of inspection shall be exercised, as far as possible, so as to not interfere with the orderly arrangement and conduct of the books and records of the seller.

(b) Effective October 1, 2001, the seller of communications services, shall collect and account for the tax due under this section in accordance with F.S. ch. 202, as may be amended.

(c) This section shall not apply to the extent that the seller is the City levying the tax.

Sec. 19-31. - Disposition, appropriation and use of revenues.

All revenues received, collected or derived from the taxes levied by this article, and not subject to F.S. ch. 202, as may be amended, shall be paid by the sellers to the finance director ~~treasurer~~ of the city and shall be deposited by the finance director ~~treasurer~~ of the city in its general operating account, and shall be used and are hereby appropriated for the payment of the necessary operating expenses of the city in the exercise of its governmental, public, proprietary, and corporate purposes, for the payment of the salaries of the officers, agents and employees of the city, for the purchase of supplies, property, real estate and other articles required for the operation of the functions of the city; and the revenues received, collected or derived from such taxes may be appropriated for the payment of principal and interest on revenue bonds provided by ~~Article XXVI of~~ the city charter or other applicable law~~, as contained in Chapter 61-2019, Laws of Florida~~. All taxes levied subject to F.S. ch. 202, as may be amended, shall be used and appropriated as provided in F.S. § 202.19, as may be amended.

Sec. 19-32. - Rights-of-way permitting election.

(a) *Intent.* It is the intent of the city council for the city to make an election under F.S. § 337.401(3)(c)1., as amended by section 34, 2001-140 General Laws of Florida, regarding the city's decision on whether to require and collect permit fees from any providers of communications services that use or occupy municipal roads or rights-of-way for the provision of communications services.

(b) *Election not to require and collect permit fees.* The city elects not to require and collect permit fees from any provider of communications services that uses or occupies municipal roads or rights-of-way for the provision of communications services. As provided in F.S. § 337.401(3)(c)1., this election shall take effect October 1, 2001.

(c) *Election to increase local communications services tax.* Pursuant to F.S. § 337.401(3)(c)1., the city elects to increase its total rate for the local communications services tax as provided within section 19-14(b) of the city Code, by an amount of twelve-hundredths percent (0.012%), and this

election shall take effect January 1, 2003.

Secs. 19-33—19-39. - Reserved.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2017.

_____
HENRY U. PARRISH, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____

Effective Date: _____

Legislation Details (With Text)

File #:	17-332	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	7/25/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Approve the purchase of a 2017 FLHTP Electra Glide Solid Black Harley Davidson Motor Cycle with Emergency Equipment from Bruce Rossmeyer's Harley Davidson using the 2017 Florida Sheriff's Association State Contract (FSA16-VEL24.0); Approve a Budget Resolution amending the FY17 budget. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2017 Cocoa Purchase Proposal FLHTP Electa Glide Harley.pdf FSA_Vehicle_Bid_Award_System_-_Light_Bid_Award_Summary.pdf M-1 URF - Leitch 4.30.17.pdf Bid Number FSA16-VEL24.0 Police Rated Motor.pdf Budget Resolution 2017.pdf BAF-PD-Insurance Proceeds HD (8-8-17) Agenda 17-332.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 25, 2017
Agenda Date: August 8, 2017
Prepared By: Susan L. Austin, Administrative Assistant
Through: Michael P. Cantaloupe, Department Director
Requested Action:
Council approve the purchase of a 2017 FLHTP Electra Glide Solid Black Harley Davidson Motor Cycle with Emergency Equipment from Daytona Harley Davidson using the 2017 Florida Sheriff's Association State Contract (FSA16-VEL24.0), and approve a Budget Resolution amending the FY17 budget.

BACKGROUND:

On April 30, 2017, while performing his lawful duties, a Cocoa Police Motor Officer became a victim in a hit and run traffic crash wherein the damage to the police motorcycle and equipment were a total loss.

Insurance proceeds for the loss of the motorcycle have been received by the City of Cocoa in the amount of $22, 475. It is our intention to replace the motorcycle and its equipment to return the vehicle to service the community.

Utilizing funds from account 001-2100-521.64-00, the Police Department requests to purchase a 2017 FLHTP Electra Glide Solid Black Harley Davidson Motorcycle with emergency equipment $23,120.

STRATEGIC PLAN CONNECTION:

Crime Awareness and Prevention - Traffic Enforcement/Education efforts are greatly enhanced through the deployment of police motorcycles.

BUDGETARY IMPACT:

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

Amount Requested	$ 23,120.00
Account Number	_001-0000-369.96-00
Account Name	_Insurance Refund/Proceeds

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
__X__ Transfer Acct #:_001-2100-521.64-00

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council approve the purchase of a 2017 FLHTP Electra Glide Solid Black Harley Davidson Motor Cycle with Emergency Equipment from Daytona Harley Davidson using the 2017 Florida Sheriff's Association State Contract (FSA16-VEL24.0), and approve a Budget Resolution amending the FY17 budget.

BRUCE ROSSMEYER'S HARLEY-DAVIDSON POLICE & FLEET SALES

Barry T. Kuhnly
Manager

May 10, 2017

Mr. Tony Jones
Fleet Manager
City of Cocoa
301 Shearer Blvd
Cocoa, FL 32922

Tony:

Thank you for taking the time from your busy schedule to speak with me and discuss topics of mutual interest regarding the current fleet and related topics. Please consider this letter as a follow-up to our conversation and an open proposal offered for your review and consideration.

Rossmeyer Daytona Motorcycles, Inc. DBA Bruce Rossmeyer Daytona Harley-Davidson, 1637 North US Highway 1, Ormond Beach, FL 32174 has been awarded the 2017 Florida Sheriff's Association State Contract, (FSA16-VEL24.0) for the purchase of Harley-Davidson police motorcycles. Their site can be accessed by going to www.flsheriffs.org. Pages 112-119.This is our 19th year of being awarded this contract.

The 2017 model year police motorcycle has the all new 1746cc Milwaukee-Eight 107 cubic inch, pushrod-operated, overhead value with hydraulic, self-adjusting lifters, four values per cylinder featuring (EITMS) producing minimal vibration frequencies and magnitudes with new reflex braking system and new front and rear suspension.

Daytona Harley-Davidson does have a new 2017 FLHTP Electra Glide solid black in color in bound the beginning of June for immediate delivery. A simple letter of intent is all that is needed to hold this bike for your agency and order the necessary additional police emergency equipment. A purchase order could come at a later date.

Daytona Harley-Davidson • 1637 North US Hwy 1 • Ormond Beach, FL 32174
Cell: 954.257.2073 • Fax: 386.671.7077 • E-mail: bkuhnly@brhd.com

The following are the FSA prices for the 2017 FLHTP Electra Glide police motorcycle solid black in color for the central zone with the installed police emergency equipment you have requested. Installation includes all extra wiring, hardware, flashers, and brackets required.

2017 FLHTP Electra Glide solid black		$18,000.00
54180-10	Black Light Box	1,500.00
69940-10	Blue LED lights (3) ($300ea)	900.00
72641-10	Chrome flanges (3) ($25ea)	75.00
53196-09	Adapter Plate	125.00
65989-97C	Auxiliary battery	175.00
68000137	Wiring kit	60.00
69000057	Siren, amplifier, microphone	1,300.00
90200561	Saddlebag rails	350.00
FDFP11BR	Blue LED lights with white driving (2) ($300)	600.00
140553	Three outlet power supply mounted inside box	35.00
	Total Cost	**$23,120.00**

If you have any further questions please feel free to contact me at any time.

Sincerely,

Barry T Kuhnly
Manager, Police and Fleet Sales
Rossmeyer Daytona Motorcycles Inc
DBA Bruce Rossmeyer Daytona Harley-Davidson
1637 North US Highway 1
Ormond Beach, FL 32174
Phone: 954-257-2073
Email: bkuhnly@brhd.com

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

DATE: November 9, 2016

TO: ALL PROSPECTIVE PARTICIPANTS

FROM: Steve Casey, Executive Director; Peggy Goff, Deputy Executive Director; Drew Terpak, Business Operations Manager; Annette Grissom, Cooperative Bid Coordinator

RE: Bid Number: FSA16-VEL24.0 Police Rated, Administrative, Utiity Vehicles, Trucks & Vans - Revised November 21, 2016

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 24th statewide competitive bid for vehicles which includes police rated, administrative, motorcycles, utility vehicles, trucks & vans. This contract is effective beginning October 1, 2016 through September 30, 2017, as long as vehicles are available through fleet sales.

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All awarded Vendors/Dealers are governed by their manufacturer's agreement.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

CONTRACT ORDERING INSTRUCTIONS

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. FSA16-VEL24.0**. They will assist you with the placement of your order and answer any questions you may have regarding the vehicles purchased through this program. **You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).**

   Agencies ordering a Ford, General Motors, Chysler, or Toyota product, please be advised that you must use the appropriate FIN Code/FAN Code for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN Code/FAN Code as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	Type Code	FSA Code	Fleet Center Contact Numbers	
Ford	FIN Code	QE065	1-800-34-FLEET	(1-800-343-5338)
General Motors	FAN Code	917872	1-800-FLEET OP	(1-800-353-3867)
Chrysler	FAN Code	48830	1-800-999-FLEET	(1-800-999-3533)
Toyota	FIN Code	GE159	1-800-732-2798	

2. **Basic information required on all purchase orders** is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. NOTE: The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.

   Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.

   The purchase order should include FSA's Contract Number FSA16-VEL24.0 as well as the specification number, make and model of each item purchased. Please attach the dealer quote when available.

3. **Purchasers must send a copy of the original purchase order sent to the participating dealer in pdf format to: COOP@flsheriffs.org.**

4. Dealers have already included a three-quarter of one percent (.0075) administrative fee in their base pricing and all add options that are listed. Dealers' quotes to purchasers should not include the FSA administrative fee indicated as a separate line item on any purchase order.

   No other administrative fee(s) will be applicable to any transaction relative to the contract.

5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association, in writing, regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific zone. Superscripts will be numbered between 1 and 4, and will correspond as follows:

   1 = Western zone dealer 2 = Northern zone dealer

   3 = Central zone dealer 4 = Southern zone dealer

   If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numeric number that applies to their awarded zones. For example: If a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a "2" superscript.

Name of Dealership	Type of Vehicle	Zone	Base Price
CHEVROLET CAPRICE POLICE RATED SEDAN - RWD (Specification #01)			
Stingray Chevrolet	2017 Chevrolet Caprice (1EW19/1SB/PPV)	Western	$25,535.00
Stingray Chevrolet	2017 Chevrolet Caprice (1EW19/1SB/PPV)	Northern	$25,536.00
Stingray Chevrolet	2017 Chevrolet Caprice (1EW19/1SB/PPV)	Central	$25,425.00
Stingray Chevrolet	2017 Chevrolet Caprice (1EW19/1SB/PPV)	Southern	$25,430.00

Name of Dealership	Type of Vehicle	Zone	Base Price
DODGE CHARGER POLICE RATED SEDAN - RWD (Specification #02)			
AutoNation CDJR Pembroke Pines	2017 Dodge Charger (LDDE48)	Western	$21,216.00
AutoNation CDJR Pembroke Pines	2017 Dodge Charger (LDDE48)	Northern	$20,939.00
AutoNation CDJR Pembroke Pines	2017 Dodge Charger (LDDE48)	Central	$21,099.00
AutoNation CDJR Pembroke Pines	2017 Dodge Charger (LDDE48)	Southern	$21,149.00

Name of Dealership	Type of Vehicle	Zone	Base Price
DODGE CHARGER POLICE RATED SEDAN - AWD (Specification #03)			
AutoNation CDJR Pembroke Pines	2017 Dodge Charger AWD (LDEE48)	Western	$22,789.00
AutoNation CDJR Pembroke Pines	2017 Dodge Charger AWD (LDEE48)	Northern	$22,689.00
AutoNation CDJR Pembroke Pines	2017 Dodge Charger AWD (LDEE48)	Central	$22,889.00
AutoNation CDJR Pembroke Pines	2017 Dodge Charger AWD (LDEE48)	Southern	$22,639.00

Name of Dealership	Type of Vehicle	Zone	Base Price
FORD INTERCEPTOR POLICE RATED SEDAN - AWD (Specification #04)			
HUB CITY FORD	2017 Ford Interceptor (P2M)	Western	$23,039.00
HUB CITY FORD	2017 Ford Interceptor (P2M)	Northern	$23,039.00
HUB CITY FORD	2017 Ford Interceptor (P2M)	Central	$23,139.00
HUB CITY FORD	2017 Ford Interceptor (P2M)	Southern	$23,239.00
FORD INTERCEPTOR POLICE RATED SEDAN - FWD (Specification #05)			
HUB CITY FORD	2017 Ford Interceptor (P2L)	Western	$22,039.00
HUB CITY FORD	2017 Ford Interceptor (P2L)	Northern	$22,039.00
DUVAL FORD LLC	2017 Ford Interceptor (P2L)	Central	$22,137.00
HUB CITY FORD	2017 Ford Interceptor (P2L)	Southern	$22,239.00

Name of Dealership	Type of Vehicle	Zone	Base Price
FORD INTERCEPTOR POLICE RATED UTILITY - AWD (Specification #06)			
HUB CITY FORD	2017 Ford Interceptor Utility (K8A)	Western	$26,079.00
HUB CITY FORD	2017 Ford Interceptor Utility (K8A)	Northern	$26,079.00
DUVAL FORD LLC	2017 Ford Interceptor Utility (K8A)	Central	$26,118.00
DUVAL FORD LLC	2017 Ford Interceptor Utility (K8A)	Southern	$26,259.00

Name of Dealership	Type of Vehicle	Zone	Base Price
CHEVROLET TAHOE 1500 POLICE RATED UTILITY - RWD (Specification #07)			
Garber Chevrolet Buick GMC Inc.	2017 Chevrolet Tahoe 1500 (CC15706/9C1)	Western	$30,748.00
Garber Chevrolet Buick GMC Inc.	2017 Chevrolet Tahoe 1500 (CC15706/9C1)	Northern	$30,548.00
Stingray Chevrolet	2017 Chevrolet Tahoe 1500 (CC15706/9C1)	Central	$30,590.00
Stingray Chevrolet	2017 Chevrolet Tahoe 1500 (CC15706/9C1)	Southern	$30,590.00

Name of Dealership	Type of Vehicle	Zone	Base Price
CHEVROLET TAHOE 1500 POLICE RATED UTILITY - 4WD (Specification #08)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Chevrolet Tahoe 1500 4WD (CK15706/9C1)	Western	$33,697.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Chevrolet Tahoe 1500 4WD (CK15706/9C1)	Northern	$33,447.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Chevrolet Tahoe 1500 4WD (CK15706/9C1)	Central	$33,447.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Chevrolet Tahoe 1500 4WD (CK15706/9C1)	Southern	$33,447.00
HARLEY-DAVIDSON POLICE MOTORCYCLE (Specification #09)			
Daytona Harley-Davidson	2017 Harley Davidson Road King (FLHP)	Western	$17,750.00
Daytona Harley-Davidson	2017 Harley Davidson Road King (FLHP)	Northern	$17,500.00
Daytona Harley-Davidson	2017 Harley Davidson Road King (FLHP)	Central	$17,500.00
Daytona Harley-Davidson	2017 Harley Davidson Road King (FLHP)	Southern	$17,750.00
Daytona Harley-Davidson	2017 Harley Davidson Electra Glide (FLHTP)	Western	$18,250.00
Daytona Harley-Davidson	2017 Harley Davidson Electra Glide (FLHTP)	Northern	$18,000.00
Daytona Harley-Davidson	2017 Harley Davidson Electra Glide (FLHTP)	Central	$18,000.00
Daytona Harley-Davidson	2017 Harley Davidson Electra Glide (FLHTP)	Southern	$18,250.00
Name of Dealership	**Type of Vehicle**	**Zone**	**Base Price**
FULL SIZE 4-DOOR SPECIAL SERVICE VEHICLES UTILITY - 4X2 (Specification #10)			
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SSV (WDDE75)	Western	$25,238.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SSV (WDDE75)	Northern	$25,138.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SSV (WDDE75)	Central	$25,138.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SSV (WDDE75)	Southern	$25,138.00

HUB CITY FORD	2017 Ford Expedition SSV (U1F/102A)	Western	$27,899.00
HUB CITY FORD	2017 Ford Expedition SSV (U1F/102A)	Northern	$27,899.00
HUB CITY FORD	2017 Ford Expedition SSV (U1F/102A)	Central	$27,999.00
HUB CITY FORD	2017 Ford Expedition SSV (U1F/102A)	Southern	$28,099.00

Name of Dealership	Type of Vehicle	Zone	Base Price
FULL SIZE 4-DOOR SPECIAL SERVICE VEHICLES UTILITY - 4X4 OR AWD (Specification #11)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 4WD (CK15706/1FL/5W4)	Western	$32,621.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 4WD (CK15706/1FL/5W4)	Northern	$32,396.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 4WD (CK15706/1FL/5W4)	Central	$32,396.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 4WD (CK15706/1FL/5W4)	Southern	$32,618.00
Garber Chrysler Dodge Truck Inc	2017 Dodge Durango 4WD (WDEE75)	Western	$27,758.00
Garber Chrysler Dodge Truck Inc	2017 Dodge Durango 4WD (WDEE75)	Northern	$27,558.00
Garber Chrysler Dodge Truck Inc	2017 Dodge Durango 4WD (WDEE75)	Central	$27,658.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango 4WD (WDEE75)	Southern	$27,723.00
HUB CITY FORD	2017 Ford Expedition 4WD (U1G/102A)	Western	$30,499.00
HUB CITY FORD	2017 Ford Expedition 4WD (U1G/102A)	Northern	$30,499.00
HUB CITY FORD	2017 Ford Expedition 4WD (U1G/102A)	Central	$30,599.00
HUB CITY FORD	2017 Ford Expedition 4WD (U1G/102A)	Southern	$30,699.00

Name of Dealership	Type of Vehicle	Zone	Base Price
1/2 TON CREW CAB SPECIAL SERVICE PICKUP TRUCK 4X2 (Specification #12)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado1500 SSV (CC15543/5W4)	Western	$24,687.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado1500 SSV (CC15543/5W4)	Northern	$24,857.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 1500 SSV (CC15543/5W4)	Central	$24,777.00

Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Silverado 1500 SSV (CC15543/5W4)	Southern	$24,835.00
HUB CITY FORD	2017 Ford F-150 Special Service Vehicle (66S)	Western	$23,230.00
HUB CITY FORD	2017 Ford F-150 Special Service Vehicle (66S)	Northern	$23,230.00
HUB CITY FORD	2017 Ford F-150 Special Service Vehicle (66S)	Central	$23,330.00
DUVAL FORD LLC	2017 Ford F-150 Special Service Vehicle (66S)	Southern	$23,418.00

Name of Dealership	Type of Vehicle	Zone	Base Price
1/2 TON CREW CAB SPECIAL SERVICE PICKUP TRUCK 4X4 (Specification #13)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 1500 (CK15543/5W4)	Western	$27,134.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 1500 (CK15543/5W4)	Northern	$26,834.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 1500 (CK15543/5W4)	Central	$26,834.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 1500 (CK15543/5W4)	Southern	$26,933.00
HUB CITY FORD	2017 Ford F-150 Special Service Vehicle (66S)	Western	$26,099.00
HUB CITY FORD	2017 Ford F-150 Special Service Vehicle (66S)	Northern	$26,099.00
DUVAL FORD LLC	2017 Ford F-150 Special Service Vehicle (66S)	Central	$26,193.00
DUVAL FORD LLC	2017 Ford F-150 Special Service Vehicle (66S)	Southern	$26,193.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 Special Service Vehicle (DS6T98))	Western	$27,712.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 SpecialService Vehicle (DS6T98))	Northern	$27,512.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 SpecialService Vehicle (DS6T98))	Central	$27,612.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 SpecialService Vehicle (DS6T98))	Southern	$27,712.00

Name of Dealership	Type of Vehicle	Zone	Base Price
1/2 TON EXTENDED CAB PICKUP TRUCK SPECIAL SERVICE VEHICLE 4X2 (Specification #14)			
HUB CITY FORD	2017 Ford F-150 Special Service Vehicle (66S)	Western	$20,699.00
HUB CITY FORD	2017 Ford F-150 Special Service Vehicle (66S)	Northern	$20,699.00

HUB CITY FORD	2017 Ford F-150 Special Service Vehicle (66S)	Central	$20,799.00
DUVAL FORD LLC	2017 Ford F-150 Special Service Vehicle (66S)	Southern	$20,842.00

Name of Dealership	Type of Vehicle	Zone	Base Price
1/2 TON EXTENDED CAB PICKUP TRUCK SPECIAL SERVICE VEHICLE 4X4 (Specification #15)			
HUB CITY FORD	2017 Ford F-150 Special Service Vehicle (66S)	Western	$23,840.00
HUB CITY FORD	2017 Ford F-150 Special Service Vehicle (66S)	Northern	$23,840.00
DUVAL FORD LLC	2017 Ford F-150 Special Service Vehicle (66S)	Central	$23,935.00
DUVAL FORD LLC	2017 Ford F-150 Special Service Vehicle (66S)	Southern	$23,935.00

Name of Dealership	Type of Vehicle	Zone	Base Price
FULL SIZE 4-DOOR ADMINISTRATIVE VEHICLES (Specification #17)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Impala (1GX69)	Western	$20,685.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Impala (1GX69)	Northern	$20,485.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Impala (1GX69)	Central	$20,485.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Impala (1GX69)	Southern	$20,517.00
AutoNation CDJR Pembroke Pines	2017 Dodge Charger (LDDM48)	Western	$21,539.00
AutoNation CDJR Pembroke Pines	2017 Dodge Charger (LDDM48)	Northern	$21,456.00
AutoNation CDJR Pembroke Pines	2017 Dodge Charger (LDDM48)	Central	$21,456.00
AutoNation CDJR Pembroke Pines	2017 Dodge Charger (LDDM48)	Southern	$21,456.00
HUB CITY FORD	2017 Ford Taurus (P2D)	Western	$19,999.00
HUB CITY FORD	2017 Ford Taurus (P2D)	Northern	$19,999.00
HUB CITY FORD	2017 Ford Taurus (P2D)	Central	$20,099.00
HUB CITY FORD	2017 Ford Taurus (P2D)	Southern	$20,199.00
ALAN JAY NISSAN, INC.	2017 Nissan Maxima (16117)	Western	$26,338.00
DeLand Nissan	2017 Nissan Maxima (16117)	Northern	$26,197.00
ALAN JAY NISSAN, INC.	2017 Nissan Maxima (16117)	Central	$26,188.00

ALAN JAY NISSAN, INC.	2017 Nissan Maxima (16117)	Southern	$26,188.00
ALAN JAY TOYOTA	2017 Toyota Avalon XLE (3544)	Western	$29,098.00
ALAN JAY TOYOTA	2017 Toyota Avalon XLE (3544)	Northern	$28,948.00
ALAN JAY TOYOTA	2017 Toyota Avalon XLE (3544)	Central	$28,848.00
ALAN JAY TOYOTA	2017 Toyota Avalon XLE (3544)	Southern	$28,948.00

Name of Dealership	Type of Vehicle	Zone	Base Price
MID-SIZE 4-DOOR ADMINISTRATIVE VEHICLES (Specification #18)			
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Malibu (1ZC69)	Western	$18,282.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Malibu (1ZC69)	Northern	$18,174.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Malibu (1ZC69)	Central	$18,094.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Malibu (1ZC69)	Southern	$18,101.00
	2017 Chrysler 200 (UFCE41)	Western	-- NB --
	2017 Chrysler 200 (UFCE41)	Northern	-- NB --
	2017 Chrysler 200 (UFCE41)	Central	-- NB --
	2017 Chrysler 200 (UFCE41)	Southern	-- NB --
DUVAL FORD LLC	2017 Ford Fusion (P0G)	Western	$17,032.00
DUVAL FORD LLC	2017 Ford Fusion (P0G)	Northern	$16,865.00
DUVAL FORD LLC	2017 Ford Fusion (P0G)	Central	$17,032.00
DUVAL FORD LLC	2017 Ford Fusion (P0G)	Southern	$17,057.00
Rountree-Moore Nissan	2017 Nissan Altima (13117)	Western	$17,087.00
Rountree-Moore Nissan	2017 Nissan Altima (13117)	Northern	$16,990.00
DeLand Nissan	2017 Nissan Altima (13117)	Central	$17,036.00
ALAN JAY NISSAN, INC.	2017 Nissan Altima (13117)	Southern	$17,044.00
Rountree-Moore Toyota	2017 Toyota Camry (2532)	Western	$19,998.00
Rountree-Moore Toyota	2017 Toyota Camry (2532)	Northern	$19,796.00

ALAN JAY TOYOTA	2017 Toyota Camry (2532)	Central	$19,831.00
Rountree-Moore Toyota	2017 Toyota Camry (2532)	Southern	$19,998.00

Name of Dealership	Type of Vehicle	Zone	Base Price
COMPACT 2-DOOR ADMINISTRATIVE VEHICLES (Specification #19)			
Mercedes-Benz of Orlando	2017 MBUSA Smart Car	Western	$12,900.00
Mercedes-Benz of Orlando	2017 MBUSA Smart Car	Northern	$12,900.00
Mercedes-Benz of Orlando	2017 MBUSA Smart Car	Central	$12,900.00
Mercedes-Benz of Orlando	2017 MBUSA Smart Car	Southern	$12,900.00

Name of Dealership	Type of Vehicle	Zone	Base Price
COMPACT 4-DOOR ADMINISTRATIVE VEHICLES (Specification #20)			
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Cruze (1BR69/1SB)	Western	$16,968.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Cruze (1BR69/1SB)	Northern	$16,928.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Cruze (1BR69/1SB)	Central	$17,032.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Cruze (1BR69/1SB)	Southern	$16,936.00
DUVAL FORD LLC	2017 Ford Focus (P3F)	Western	$14,887.00
DUVAL FORD LLC	2017 Ford Focus (P3F)	Northern	$14,786.00
DUVAL FORD LLC	2017 Ford Focus (P3F)	Central	$14,887.00
DUVAL FORD LLC	2017 Ford Focus (P3F)	Southern	$14,912.00
REED NISSAN CLERMONT	2017 Nissan Sentra (12017)	Western	$14,684.00
REED NISSAN CLERMONT	2017 Nissan Sentra (12017)	Northern	$14,634.00
REED NISSAN CLERMONT	2017 Nissan Sentra (12017)	Central	$14,584.00
REED NISSAN CLERMONT	2017 Nissan Sentra (12017)	Southern	$14,634.00
Rountree-Moore Toyota	2017 Toyota Corolla (1832)	Western	$17,068.00
Rountree-Moore Toyota	2017 Toyota Corolla (1832)	Northern	$16,730.00
ALAN JAY TOYOTA	2017 Toyota Corolla (1832)	Central	$16,868.00
Rountree-Moore Toyota	2017 Toyota Corolla (1832)	Southern	$17,059.00

Name of Dealership	Type of Vehicle	Zone	Base Price
ELECTRIC ADMINISTRATIVE VEHICLES (Specification #21) Revised 11/21/16			
	2017 Chevrolet Bolt (1RF48)	Western	-- NB --
	2017 Chevrolet Bolt (1RF48)	Northern	-- NB --
	2017 Chevrolet Bolt (1RF48)	Central	-- NB --
	2017 Chevrolet Bolt (1RF48)	Southern	-- NB --
HUB CITY FORD	2017 Ford Focus Hatchback (P3R)	Western	$27,199.00
HUB CITY FORD	2017 Ford Focus Hatchback (P3R)	Northern	$27,299.00
HUB CITY FORD	2017 Ford Focus Hatchback (P3R)	Central	$27,399.00
HUB CITY FORD	2017 Ford Focus Hatchback (P3R)	Southern	$27,499.00
Rountree-Moore Nissan	2017 Nissan LEAF (17117)	Western	$22,929.00
Rountree-Moore Nissan	2017 Nissan LEAF (17117)	Northern	$22,351.00
Auto Nation Nissan	2017 Nissan LEAF (17117)	Central	$22,597.00
Auto Nation Nissan	2017 Nissan LEAF (17117)	Southern	$22,397.00
Rountree-Moore Toyota	2017 Toyota Prius Prime III (1235)	Western	$23,260.00
Rountree-Moore Toyota	2017 Toyota Prius Prime III (1235)	Northern	$22,960.00
Rountree-Moore Toyota	2017 Toyota Prius Prime III (1235)	Central	$23,140.00
Rountree-Moore Toyota	2017 Toyota Prius Prime III (1235)	Southern	$23,260.00

Name of Dealership	Type of Vehicle	Zone	Base Price
HYBRID 4-DOOR ADMINISTRATIVE VEHICLES (Specification #22)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Malibu Hybrid (1ZE69)	Western	$26,550.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Malibu Hybrid (1ZE69)	Northern	$26,349.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Malibu Hybrid (1ZE69)	Central	$26,348.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Malibu Hybrid (1ZE69)	Southern	$26,186.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Volt (1RF68)	Western	$29,843.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Volt (1RF68)	Northern	$29,643.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Volt (1RF68)	Central	$29,743.00

Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Volt (1RF68)	Southern	$29,672.00
HUB CITY FORD	2017 Ford C-Max (P5A)	Western	$21,799.00
HUB CITY FORD	2017 Ford C-Max (P5A)	Northern	$21,799.00
HUB CITY FORD	2017 Ford C-Max (P5A)	Central	$21,899.00
HUB CITY FORD	2017 Ford C-Max (P5A)	Southern	$21,999.00
HUB CITY FORD	2017 Ford Fusion (P0U)	Western	$22,199.00
HUB CITY FORD	2017 Ford Fusion (P0U)	Northern	$22,199.00
HUB CITY FORD	2017 Ford Fusion (P0U)	Central	$22,299.00
HUB CITY FORD	2017 Ford Fusion (P0U)	Southern	$22,399.00
Rountree-Moore Toyota	2017 Toyota Camry (2559)	Western	$23,313.00
Rountree-Moore Toyota	2017 Toyota Camry (2559)	Northern	$23,041.00
ALAN JAY TOYOTA	2017 Toyota Camry (2559)	Central	$23,147.00
ALAN JAY TOYOTA	2017 Toyota Camry (2559)	Southern	$23,247.00
ALAN JAY TOYOTA	2017 Toyota Prius c (1203)	Western	$18,607.00
ALAN JAY TOYOTA	2017 Toyota Prius c (1203)	Northern	$18,357.00
ALAN JAY TOYOTA	2017 Toyota Prius c (1203)	Central	$18,357.00
ALAN JAY TOYOTA	2017 Toyota Prius c (1203)	Southern	$18,607.00

Name of Dealership	Type of Vehicle	Zone	Base Price
SMALL 2 PASSENGER ELECTRIC VEHICLES (Specification #23)			
GreenTech Automotive, Inc	2017 GreenTech Automotive MyCar	Western	$20,250.00
GreenTech Automotive, Inc	2017 GreenTech Automotive MyCar	Northern	$20,250.00
GreenTech Automotive, Inc	2017 GreenTech Automotive MyCar	Central	$20,250.00
GreenTech Automotive, Inc	2017 GreenTech Automotive MyCar	Southern	$20,250.00
Beck Auto Sales Inc	2017 GEM (e2)	Western	$9,494.00
Beck Auto Sales Inc	2017 GEM (e2)	Northern	$9,494.00
Beck Auto Sales Inc	2017 GEM (e2)	Central	$9,494.00
Beck Auto Sales Inc	2017 GEM (e2)	Southern	$9,494.00

Name of Dealership	Type of Vehicle	Zone	Base Price
SMALL 4 WHEELED ELECTRIC UTILITY VEHICLE WITH FULLY ENCLOSED BODY (Specification #24)			
GreenTech Automotive, Inc	2017 GreenTech Automotive Utility Van (C-1600)	Western	$31,750.00
GreenTech Automotive, Inc	2017 GreenTech Automotive Utility Van (C-1600)	Northern	$31,750.00
GreenTech Automotive, Inc	2017 GreenTech Automotive Utility Van (C-1600)	Central	$31,750.00
GreenTech Automotive, Inc	2017 GreenTech Automotive Utility Van (C-1600)	Southern	$31,750.00
GreenTech Automotive, Inc	2017 GreenTech Automotive Utility Truck (T-1600)	Western	$31,750.00
GreenTech Automotive, Inc	2017 GreenTech Automotive Utility Truck (T-1600)	Northern	$31,750.00
GreenTech Automotive, Inc	2017 GreenTech Automotive Utility Truck (T-1600)	Central	$31,750.00
GreenTech Automotive, Inc	2017 GreenTech Automotive Utility Truck (T-1600)	Southern	$31,750.00

Name of Dealership	Type of Vehicle	Zone	Base Price
THREE WHEELED UTILITY VEHICLE, WITH ENCLOSED CAB (Specification #25)			
It-s	2017 Westward GO4 (Gas)	Western	$27,000.00
It-s	2017 Westward GO4 (Gas)	Northern	$27,000.00
It-s	2017 Westward GO4 (Gas)	Central	$27,000.00
It-s	2017 Westward GO4 (Gas)	Southern	$27,000.00
It-s	2017 Westward GO4 (Electric)	Western	$38,500.00
It-s	2017 Westward GO4 (Electric)	Northern	$38,500.00
It-s	2017 Westward GO4 (Electric)	Central	$38,500.00
It-s	2017 Westward GO4 (Electric)	Southern	$38,500.00

Name of Dealership	Type of Vehicle	Zone	Base Price
SMALL SIZE UTILITY VEHICLE - 4X4 (Specification #26)			
Alan Jay Chrysler Jeep Dodge of Wauchula	2017 Jeep Wrangler Sport 4x4 (JKJL72)	Western	$25,270.00
Alan Jay Chrysler Jeep Dodge of Wauchula	2017 Jeep Wrangler Sport 4x4 (JKJL72)	Northern	$25,170.00
Alan Jay Chrysler Jeep Dodge of Wauchula	2017 Jeep Wrangler Sport 4x4 (JKJL72)	Central	$25,020.00
Alan Jay Chrysler Jeep Dodge of Wauchula	2017 Jeep Wrangler Sport 4x4 (JKJL72)	Southern	$25,270.00
Alan Jay Chrysler Jeep Dodge of Wauchula	2017 Jeep Wrangler Rubicon 4x4 (JKJS72)	Western	$31,960.00
Alan Jay Chrysler Jeep Dodge of Wauchula	2017 Jeep Wrangler Rubicon 4x4 (JKJS72)	Northern	$32,110.00
Alan Jay Chrysler Jeep Dodge of Wauchula	2017 Jeep Wrangler Rubicon 4x4 (JKJS72)	Central	$31,960.00
Alan Jay Chrysler Jeep Dodge of Wauchula	2017 Jeep Wrangler Rubicon 4x4 (JKJS72)	Southern	$32,210.00

Name of Dealership	Type of Vehicle	Zone	Base Price
HYBRID 4-DOOR UTILITY VEHICLES - 4X4 OR AWD (Specification #27)			
Rountree-Moore Toyota	2017 Toyota Rav-4 Hybrid (4436)	Western	$25,332.00
Rountree-Moore Toyota	2017 Toyota Rav-4 Hybrid (4436)	Northern	$25,251.00
Rountree-Moore Toyota	2017 Toyota Rav-4 Hybrid (4436)	Central	$25,298.00
Rountree-Moore Toyota	2017 Toyota Rav-4 Hybrid (4436)	Southern	$25,399.00
Rountree-Moore Toyota	2017 Toyota Highlander Hybid LE (6964)	Western	$35,998.00
Rountree-Moore Toyota	2017 Toyota Highlander Hybid LE (6964)	Northern	$35,718.00
Rountree-Moore Toyota	2017 Toyota Highlander Hybid LE (6964)	Central	$35,819.00
Rountree-Moore Toyota	2017 Toyota Highlander Hybid LE (6964)	Southern	$35,998.00

Name of Dealership	Type of Vehicle	Zone	Base Price
SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X2 (Specification #28)			
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Equinox (1LF26)	Western	$20,079.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Equinox (1LF26)	Northern	$19,854.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Equinox (1LF26)	Central	$19,854.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Equinox (1LF26)	Southern	$19,854.00

Garber Chrysler Dodge Truck Inc	2017 Dodge Journey (JCDH49)	Western	$18,578.00
Garber Chrysler Dodge Truck Inc	2017 Dodge Journey (JCDH49)	Northern	$18,478.00
Garber Chrysler Dodge Truck Inc	2017 Dodge Journey (JCDH49)	Central	$18,528.00
Garber Chrysler Dodge Truck Inc	2017 Dodge Journey (JCDH49)	Southern	$18,578.00
HUB CITY FORD	2017 Ford Escape (U0F)	Western	$17,860.00
HUB CITY FORD	2017 Ford Escape (U0F)	Northern	$17,860.00
HUB CITY FORD	2017 Ford Escape (U0F)	Central	$17,960.00
HUB CITY FORD	2017 Ford Escape (U0F)	Southern	$18,060.00
Gainesville Buick GMC	2017 GMC Terrain (TLF26)	Western	$21,261.00
Gainesville Buick GMC	2017 GMC Terrain (TLF26)	Northern	$21,098.00
Gainesville Buick GMC	2017 GMC Terrain (TLF26)	Central	$21,189.00
Gainesville Buick GMC	2017 GMC Terrain (TLF26)	Southern	$21,276.00
AutoNation CDJR Pembroke Pines	2017 Jeep Cherokee (KLTL74)	Western	$20,031.00
AutoNation CDJR Pembroke Pines	2017 Jeep Cherokee (KLTL74)	Northern	$19,956.00
AutoNation CDJR Pembroke Pines	2017 Jeep Cherokee (KLTL74)	Central	$19,956.00
AutoNation CDJR Pembroke Pines	2017 Jeep Cherokee (KLTL74)	Southern	$19,956.00
REED NISSAN CLERMONT	2017 Nissan Rogue S (22117)	Western	$18,775.00
Rountree-Moore Nissan	2017 Nissan Rogue S (22117)	Northern	$18,666.00
REED NISSAN CLERMONT	2017 Nissan Rogue S (22117)	Central	$18,675.00
REED NISSAN CLERMONT	2017 Nissan Rogue S (22117)	Southern	$18,725.00
Rountree-Moore Toyota	2017 Toyota Rav4 (4430)	Western	$22,299.00
Rountree-Moore Toyota	2017 Toyota Rav4 (4430)	Northern	$22,233.00
Rountree-Moore Toyota	2017 Toyota Rav4 (4430)	Central	$22,261.00
Rountree-Moore Toyota	2017 Toyota Rav4 (4430)	Southern	$22,461.00

Name of Dealership	Type of Vehicle	Zone	Base Price
SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X4 OR AWD (Specification #29			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Equinox (1LG26)	Western	$21,684.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Equinox (1LG26)	Northern	$21,446.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Equinox (1LG26)	Central	$21,446.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Equinox (1LG26)	Southern	$21,446.00
AutoNation CDJR Pembroke Pines	2017 Dodge Journey (JCEH49)	Western	$21,819.00
AutoNation CDJR Pembroke Pines	2017 Dodge Journey (JCEH49)	Northern	$21,739.00
AutoNation CDJR Pembroke Pines	2017 Dodge Journey (JCEH49)	Central	$21,739.00
AutoNation CDJR Pembroke Pines	2017 Dodge Journey (JCEH49)	Southern	$21,739.00
DUVAL FORD LLC	2017 Ford Escape (U9G)	Western	$20,638.00
DUVAL FORD LLC	2017 Ford Escape (U9G)	Northern	$20,678.00
DUVAL FORD LLC	2017 Ford Escape (U9G)	Central	$20,748.00
DUVAL FORD LLC	2017 Ford Escape (U9G)	Southern	$20,831.00
Gainesville Buick GMC	2017 GMC Terrain (TLG26)	Western	$22,891.00
Gainesville Buick GMC	2017 GMC Terrain (TLG26)	Northern	$22,771.00
Gainesville Buick GMC	2017 GMC Terrain (TLG26)	Central	$22,871.00
Gainesville Buick GMC	2017 GMC Terrain (TLG26)	Southern	$22,876.00
AutoNation CDJR Pembroke Pines	2017 Jeep Cherokee (KLJL74)	Western	$21,688.00
AutoNation CDJR Pembroke Pines	2017 Jeep Cherokee (KLJL74)	Northern	$21,613.00
AutoNation CDJR Pembroke Pines	2017 Jeep Cherokee (KLJL74)	Central	$21,613.00
AutoNation CDJR Pembroke Pines	2017 Jeep Cherokee (KLJL74)	Southern	$21,613.00
Rountree-Moore Nissan	2017 Nissan Rogue S (22217)	Western	$18,841.00
Rountree-Moore Nissan	2017 Nissan Rogue S (22217)	Northern	$18,591.00
Rountree-Moore Nissan	2017 Nissan Rogue S (22217)	Central	$18,788.00
Rountree-Moore Nissan	2017 Nissan Rogue S (22217)	Southern	$18,945.00

Rountree-Moore Toyota	2017 Toyota Rav4 (4432)	Western	$23,725.00
Rountree-Moore Toyota	2017 Toyota Rav4 (4432)	Northern	$23,481.00
Rountree-Moore Toyota	2017 Toyota Rav4 (4432)	Central	$23,673.00
ALAN JAY TOYOTA	2017 Toyota Rav4 (4432)	Southern	$23,597.00

Name of Dealership	Type of Vehicle	Zone	Base Price
MID-SIZE 4-DOOR UTILITY VEHICLES - 4X2 (Specification #30)			
Stingray Chevrolet	2017 Chevrolet Traverse (CR14526)	Western	$23,616.00
Stingray Chevrolet	2017 Chevrolet Traverse (CR14526)	Northern	$23,516.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Traverse (CR14526)	Central	$23,795.00
Stingray Chevrolet	2017 Chevrolet Traverse (CR14526)	Southern	$23,424.00
DUVAL FORD LLC	2017 Ford Explorer (K7B)	Western	$23,783.00
DUVAL FORD LLC	2017 Ford Explorer (K7B)	Northern	$24,034.00
DUVAL FORD LLC	2017 Ford Explorer (K7B)	Central	$24,034.00
DUVAL FORD LLC	2017 Ford Explorer (K7B)	Southern	$24,234.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Acadia (TNB26)	Western	$28,164.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Acadia (TNB26)	Northern	$28,014.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Acadia (TNB26)	Central	$27,964.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Acadia (TNB26)	Southern	$28,064.00
AutoNation CDJR Pembroke Pines	2017 Jeep Grand Cherokee Laredo (WKTH74)	Western	$25,529.00
AutoNation CDJR Pembroke Pines	2017 Jeep Grand Cherokee Laredo (WKTH74)	Northern	$25,449.00
AutoNation CDJR Pembroke Pines	2017 Jeep Grand Cherokee Laredo (WKTH74)	Central	$25,449.00
AutoNation CDJR Pembroke Pines	2017 Jeep Grand Cherokee Laredo (WKTH74)	Southern	$25,449.00
Weston Nissan	2017 Nissan Pathfinder (25117)	Western	$23,018.00
DeLand Nissan	2017 Nissan Pathfinder (25117)	Northern	$22,947.00
Weston Nissan	2017 Nissan Pathfinder (25117)	Central	$22,913.00
Weston Nissan	2017 Nissan Pathfinder (25117)	Southern	$22,873.00

ALAN JAY TOYOTA	2017 Toyota Highlander LE (6942)	Western	$28,452.00
ALAN JAY TOYOTA	2017 Toyota Highlander LE (6942)	Northern	$28,257.00
ALAN JAY TOYOTA	2017 Toyota Highlander LE (6942)	Central	$28,152.00
ALAN JAY TOYOTA	2017 Toyota Highlander LE (6942)	Southern	$28,252.00

Name of Dealership	Type of Vehicle	Zone	Base Price
MID-SIZE 4-DOOR UTILITY VEHICLES - 4X4 OR AWD (Specification #31)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Traverse (CV14526)	Western	$25,828.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Traverse (CV14526)	Northern	$25,694.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Traverse (CV14526)	Central	$25,650.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Traverse (CV14526)	Southern	$25,652.00
DUVAL FORD LLC	2017 Ford Explorer (K8B)	Western	$25,737.00
DUVAL FORD LLC	2017 Ford Explorer (K8B)	Northern	$25,986.00
DUVAL FORD LLC	2017 Ford Explorer (K8B)	Central	$25,986.00
DUVAL FORD LLC	2017 Ford Explorer (K8B)	Southern	$26,188.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Acadia (TNJ26)	Western	$30,030.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Acadia (TNJ26)	Northern	$29,880.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Acadia (TNJ26)	Central	$29,830.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Acadia (TNJ26)	Southern	$29,930.00
AutoNation CDJR Pembroke Pines	2017 Jeep Grand Cherokee Laredo (WKJH74)	Western	$25,739.00
AutoNation CDJR Pembroke Pines	2017 Jeep Grand Cherokee Laredo (WKJH74)	Northern	$25,659.00
AutoNation CDJR Pembroke Pines	2017 Jeep Grand Cherokee Laredo (WKJH74)	Central	$25,659.00
AutoNation CDJR Pembroke Pines	2017 Jeep Grand Cherokee Laredo (WKJH74)	Southern	$25,659.00

Weston Nissan	2017 Nissan Pathfinder(25017)	Western	$24,589.00
DeLand Nissan	2017 Nissan Pathfinder (25017)	Northern	$24,443.00
Weston Nissan	2017 Nissan Pathfinder (25017)	Central	$24,414.00
Weston Nissan	2017 Nissan Pathfinder (25017)	Southern	$24,374.00
ALAN JAY TOYOTA	2017 Toyota Highlander LE (6948)	Western	$31,057.00
ALAN JAY TOYOTA	2017 Toyota Highlander LE (6948)	Northern	$30,862.00
ALAN JAY TOYOTA	2017 Toyota Highlander LE (6948)	Central	$30,757.00
ALAN JAY TOYOTA	2017 Toyota Highlander LE (6948)	Southern	$30,857.00

Name of Dealership	Type of Vehicle	Zone	Base Price
FULL SIZE 4-DOOR UTILITY VEHICLES - 4X2 (Specification #32)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 Commercial (CC15706/1FL)	Western	$33,744.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 Commercial (CC15706/1FL)	Northern	$33,594.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 Commercial (CC15706/1FL)	Central	$33,494.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 Commercial (CC15706/1FL)	Southern	$33,794.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SXT (WDDL75)	Western	$24,627.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SXT (WDDL75)	Northern	$24,527.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SXT (WDDL75)	Central	$24,527.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SXT (WDDL75)	Southern	$24,527.00
HUB CITY FORD	2017 Ford Expedition (U1F/100A)	Western	$29,899.00
HUB CITY FORD	2017 Ford Expedition (U1F/100A)	Northern	$29,899.00
HUB CITY FORD	2017 Ford Expedition (U1F/100A)	Central	$29,999.00
HUB CITY FORD	2017 Ford Expedition (U1F/100A)	Southern	$30,099.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon (TC15706)	Western	$36,993.00

Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon (TC15706)	Northern	$36,893.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon (TC15706)	Central	$36,843.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon (TC15706)	Southern	$36,993.00
DeLand Nissan	2017 Nissan Armada (26117)	Western	$37,128.00
Rountree-Moore Nissan	2017 Nissan Armada (26117)	Northern	$36,965.00
DeLand Nissan	2017 Nissan Armada (26117)	Central	$37,046.00
DeLand Nissan	2017 Nissan Armada (26117)	Southern	$37,171.00
	2017 Toyota Sequoia (7917)	Western	-- NB --
	2017 Toyota Sequoia (7917)	Northern	-- NB --
	2017 Toyota Sequoia (7917)	Central	-- NB --
	2017 Toyota Sequoia (7917)	Southern	-- NB --

Name of Dealership	Type of Vehicle	Zone	Base Price
FULL SIZE 4-DOOR UTILITY VEHICLES - 4X4 (Specification #33)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 Commercial 4WD (CK15706/1FL)	Western	$36,647.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 Commercial 4WD (CK15706/1FL)	Northern	$36,547.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 Commercial 4WD (CK15706/1FL)	Central	$36,447.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 Commercial 4WD (CK15706/1FL)	Southern	$36,669.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SXT 4WD (WDEL75)	Western	$27,129.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SXT 4WD (WDEL75)	Northern	$27,029.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SXT 4WD (WDEL75)	Central	$27,029.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SXT 4WD (WDEL75)	Southern	$27,029.00
HUB CITY FORD	2017 Ford Expedition 4WD (U1G/100A)	Western	$32,499.00

HUB CITY FORD	2017 Ford Expedition 4WD (U1G/100A)	Northern	$32,499.00
HUB CITY FORD	2017 Ford Expedition 4WD (U1G/100A)	Central	$32,599.00
HUB CITY FORD	2017 Ford Expedition 4WD (U1G/100A)	Southern	$32,699.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon 4WD (TK15706)	Western	$39,665.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon 4WD (TK15706)	Northern	$39,465.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon 4WD (TK15706)	Central	$39,465.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon 4WD (TK15706)	Southern	$39,515.00
DeLand Nissan	2017 Nissan Armada 4WD (26217)	Western	$39,721.00
Rountree-Moore Nissan	2017 Nissan Armada 4WD (26217)	Northern	$39,556.00
DeLand Nissan	2017 Nissan Armada 4WD (26217)	Central	$39,642.00
DeLand Nissan	2017 Nissan Armada 4WD (26217)	Southern	$39,792.00
	2017 Toyota Sequoia 4WD (7919)	Western	-- NB --
	2017 Toyota Sequoia 4WD (7919)	Northern	-- NB --
	2017 Toyota Sequoia 4WD (7919)	Central	-- NB --
	2017 Toyota Sequoia 4WD (7919)	Southern	-- NB --

Name of Dealership	Type of Vehicle	Zone	Base Price
1/2 TON 4-DOOR EXTENDED WHEELBASE 6 PASSENGER UTILITY VEHICLES - 4X2 (Specification #34)			
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Suburban 1500 (CC15906/1FL)	Western	$37,411.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Suburban 1500 (CC15906/1FL)	Northern	$37,261.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Suburban 1500 (CC15906/1FL)	Central	$37,135.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Suburban 1500 (CC15906/1FL)	Southern	$37,411.00
HUB CITY FORD	2017 Ford Expedition EL (K1F/100A)	Western	$34,199.00
HUB CITY FORD	2017 Ford Expedition EL (K1F/100A)	Northern	$34,199.00

HUB CITY FORD	2017 Ford Expedition EL (K1F/100A)	Central	$34,299.00
HUB CITY FORD	2017 Ford Expedition EL (K1F/100A)	Southern	$34,399.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon XL (TC15906)	Western	$39,881.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon XL (TC15906)	Northern	$39,781.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon XL (TC15906)	Central	$39,681.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon XL (TC15906)	Southern	$39,831.00

Name of Dealership	Type of Vehicle	Zone	Base Price
1/2 TON 4-DOOR EXTENDED WHEELBASE 6 PASSENGER UTILITY VEHICLES - 4X4 (Specification #35)			
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Suburban 1500 (CK15906/1FL)	Western	$40,141.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Suburban 1500 (CK15906/1FL)	Northern	$39,995.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Suburban 1500 (CK15906/1FL)	Central	$39,862.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Suburban 1500 (CK15906/1FL)	Southern	$40,139.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Suburban HD (CK35906)	Western	$74,619.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Suburban HD (CK35906)	Northern	$74,469.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Suburban HD (CK35906)	Central	$74,369.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Suburban HD (CK35906)	Southern	$74,444.00
HUB CITY FORD	2017 Ford Expedition EL (K1G/100A)	Western	$36,799.00
HUB CITY FORD	2017 Ford Expedition EL (K1G/100A)	Northern	$36,799.00
HUB CITY FORD	2017 Ford Expedition EL (K1G/100A)	Central	$36,899.00
HUB CITY FORD	2017 Ford Expedition EL (K1G/100A)	Southern	$36,999.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon XL 1500 (TK15906)	Western	$42,641.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon XL 1500 (TK15906)	Northern	$42,541.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon XL 1500 (TK15906)	Central	$42,441.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon XL 1500 (TK15906)	Southern	$42,541.00

Name of Dealership	Type of Vehicle	Zone	Base Price
CARGO MINI VAN - FWD (Specification #36)			
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet City Express Cargo Van FWD (15S60)	Western	$20,017.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet City Express Cargo Van FWD (15S60)	Northern	$19,817.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet City Express Cargo Van FWD (15S60)	Central	$19,882.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet City Express Cargo Van FWD (15S60)	Southern	$20,017.00
DUVAL FORD LLC	2017 Ford Transit Connect (S6E)	Western	$19,374.00
DUVAL FORD LLC	2017 Ford Transit Connect (S6E)	Northern	$19,374.00
DUVAL FORD LLC	2017 Ford Transit Connect (S6E)	Central	$19,374.00
DUVAL FORD LLC	2017 Ford Transit Connect (S6E)	Southern	$19,586.00
ALAN JAY NISSAN, INC.	2017 Nissan NV 200 (67117)	Western	$16,977.00
ALAN JAY NISSAN, INC.	2017 Nissan NV 200 (67117)	Northern	$16,977.00
ALAN JAY NISSAN, INC.	2017 Nissan NV 200 (67117)	Central	$16,827.00
ALAN JAY NISSAN, INC.	2017 Nissan NV 200 (67117)	Southern	$16,827.00
AutoNation CDJR Pembroke Pines	2017 Ram Promaster City (VMDL51)	Western	$20,594.00
AutoNation CDJR Pembroke Pines	2017 Ram Promaster City (VMDL51)	Northern	$20,519.00
AutoNation CDJR Pembroke Pines	2017 Ram Promaster City (VMDL51)	Central	$20,519.00
AutoNation CDJR Pembroke Pines	2017 Ram Promaster City (VMDL51)	Southern	$20,519.00

Name of Dealership	Type of Vehicle	Zone	Base Price
UTILITY CARGO VAN (Specification #37)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Express Cargo Van (CG23405)	Western	$20,591.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Express Cargo Van (CG23405)	Northern	$20,297.00

Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Express Cargo Van (CG23405)	Central	$20,128.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Express Cargo Van (CG23405)	Southern	$20,624.00
DUVAL FORD LLC	2017 Ford Transit T-150 Cargo Van (E1Z)	Western	$20,586.00
DUVAL FORD LLC	2017 Ford Transit T-150 Cargo Van (E1Z)	Northern	$20,586.00
DUVAL FORD LLC	2017 Ford Transit T-150 Cargo Van (E1Z)	Central	$20,586.00
DUVAL FORD LLC	2017 Ford Transit T-150 Cargo Van (E1Z)	Southern	$20,586.00
Gainesville Buick GMC	2017 GMC Savana Cargo Van (TG23405)	Western	$20,774.00
Gainesville Buick GMC	2017 GMC Savana Cargo Van (TG23405)	Northern	$20,496.00
Gainesville Buick GMC	2017 GMC Savana Cargo Van (TG23405)	Central	$20,524.00
Gainesville Buick GMC	2017 GMC Savana Cargo Van (TG23405)	Southern	$20,624.00
Weston Nissan	2017 Nissan NV Cargo Van (61117)	Western	$23,350.00
Weston Nissan	2017 Nissan NV Cargo Van (61117)	Northern	$23,250.00
Weston Nissan	2017 Nissan NV Cargo Van (61117)	Central	$23,125.00
Weston Nissan	2017 Nissan NV Cargo Van (61117)	Southern	$23,085.00
AutoNation CDJR Pembroke Pines	2017 Ram Promaster Van (VF1L11)	Western	$21,360.00
AutoNation CDJR Pembroke Pines	2017 Ram Promaster Van (VF1L11)	Northern	$21,285.00
Alan Jay Chrysler Jeep Dodge of Wauchula	2017 Ram Promaster Van (VF1L11)	Central	$21,228.00
AutoNation CDJR Pembroke Pines	2017 Ram Promaster Van (VF1L11)	Southern	$21,285.00

Name of Dealership	Type of Vehicle	Zone	Base Price
7 PASSENGER MINI VAN - FWD (Specification #38)			
AutoNation CDJR Pembroke Pines	2017 Dodge Grand Caravan (RTKH53)	Western	$21,514.00
Garber Chrysler Dodge Truck Inc	2017 Dodge Grand Caravan (RTKH53)	Northern	$21,366.00
AutoNation CDJR Pembroke Pines	2017 Dodge Grand Caravan (RTKH53)	Central	$21,439.00
AutoNation CDJR Pembroke Pines	2017 Dodge Grand Caravan (RTKH53)	Southern	$21,439.00

HUB CITY FORD	2017 Ford Transit Connect LWB (S9E)	Western	$21,499.00
HUB CITY FORD	2017 Ford Transit Connect LWB (S9E)	Northern	$21,499.00
HUB CITY FORD	2017 Ford Transit Connect LWB (S9E)	Central	$21,599.00
HUB CITY FORD	2017 Ford Transit Connect LWB (S9E)	Southern	$21,699.00
DeLand Nissan	2017 Nissan Quest (44117)	Western	$25,389.00
DeLand Nissan	2017 Nissan Quest (44117)	Northern	$25,259.00
DeLand Nissan	2017 Nissan Quest (44117)	Central	$25,297.00
ALAN JAY NISSAN, INC.	2017 Nissan Quest (44117)	Southern	$25,394.00
Rountree-Moore Toyota	2017 Toyota Sienna (5328)	Western	$26,197.00
Rountree-Moore Toyota	2017 Toyota Sienna (5328)	Northern	$26,047.00
Rountree-Moore Toyota	2017 Toyota Sienna (5328)	Central	$26,167.00
Rountree-Moore Toyota	2017 Toyota Sienna (5328)	Southern	$26,267.00

Name of Dealership	Type of Vehicle	Zone	Base Price
8 PASSENGER VAN - RWD (Specification #39)			
HUB CITY FORD	2017 Ford T-150 Transit Wagon (K1Z)	Western	$23,799.00
HUB CITY FORD	2017 Ford T-150 Transit Wagon (K1Z)	Northern	$23,799.00
HUB CITY FORD	2017 Ford T-150 Transit Wagon (K1Z)	Central	$23,499.00
HUB CITY FORD	2017 Ford T-150 Transit Wagon (K1Z)	Southern	$23,599.00

Name of Dealership	Type of Vehicle	Zone	Base Price
12 PASSENGER VAN (Specification #40)			
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Express 2500 (CG23406)	Western	$24,711.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Express 2500 (CG23406)	Northern	$24,561.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Express 2500 (CG23406)	Central	$24,361.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Express 2500 (CG23406)	Southern	$24,661.00

HUB CITY FORD	2017 Ford T-350 Transit Wagon (X2Z)	Western	$26,999.00
HUB CITY FORD	2017 Ford T-350 Transit Wagon (X2Z)	Northern	$26,999.00
HUB CITY FORD	2017 Ford T-350 Transit Wagon (X2Z)	Central	$27,099.00
HUB CITY FORD	2017 Ford T-350 Transit Wagon (X2Z)	Southern	$27,199.00
Orlando Freightliner	2017 Freightliner Sprinter (F2PV170)	Western	$43,654.00
Orlando Freightliner	2017 Freightliner Sprinter (F2PV170)	Northern	$43,654.00
Orlando Freightliner	2017 Freightliner Sprinter (F2PV170)	Central	$43,654.00
Orlando Freightliner	2017 Freightliner Sprinter (F2PV170)	Southern	$43,654.00
Gainesville Buick GMC	2017 GMC Savana 2500 (TG23406)	Western	$24,711.00
Gainesville Buick GMC	2017 GMC Savana 2500 (TG23406)	Northern	$24,561.00
Gainesville Buick GMC	2017 GMC Savana 2500 (TG23406)	Central	$24,361.00
Gainesville Buick GMC	2017 GMC Savana 2500 (TG23406)	Southern	$24,661.00
REED NISSAN CLERMONT	2017 Nissan NVP (65117)	Western	$28,143.00
REED NISSAN CLERMONT	2017 Nissan NVP (65117)	Northern	$28,093.00
REED NISSAN CLERMONT	2017 Nissan NVP (65117)	Central	$28,043.00
REED NISSAN CLERMONT	2017 Nissan NVP (65117)	Southern	$28,093.00

Name of Dealership	Type of Vehicle	Zone	Base Price
15 PASSENGER VAN (Specification #41)			
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Express 3500 (CG33706)	Western	$26,982.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Express 3500 (CG33706)	Northern	$26,882.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Express 3500 (CG33706)	Central	$26,932.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Express 3500 (CG33706)	Southern	$27,221.00
HUB CITY FORD	2017 Ford T-350 Transit Wagon (X2Z)/765	Western	$28,269.00
HUB CITY FORD	2017 Ford T-350 Transit Wagon (X2Z)/765	Northern	$28,269.00
HUB CITY FORD	2017 Ford T-350 Transit Wagon (X2Z)/765	Central	$28,369.00

HUB CITY FORD	2017 Ford T-350 Transit Wagon (X2Z)/765	Southern	$28,469.00
Gainesville Buick GMC	2017 GMC Savana 3500 (TG33706)	Western	$26,892.00
Gainesville Buick GMC	2017 GMC Savana 3500 (TG33706)	Northern	$26,882.00
Gainesville Buick GMC	2017 GMC Savana 3500 (TG33706)	Central	$26,932.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Savana 3500 (TG33706)	Southern	$27,525.00

Name of Dealership	Type of Vehicle	Zone	Base Price
12,000 LB GVWR COMPOSITE BODY, WALK-IN VAN DUAL REAR WHEEL (Specification #43)			
DeLand Truck Center, Inc.	2017 Isuzu Utilimaster Reach (NW3)	Western	$68,781.00
DeLand Truck Center, Inc.	2017 Isuzu Utilimaster Reach (NW3)	Northern	$68,681.00
DeLand Truck Center, Inc.	2017 Isuzu Utilimaster Reach (NW3)	Central	$68,681.00
DeLand Truck Center, Inc.	2017 Isuzu Utilimaster Reach (NW3)	Southern	$68,781.00

Name of Dealership	Type of Vehicle	Zone	Base Price
14,500 LB. GVWR WALK-IN VAN (DUAL REAR WHEEL) - 4X2 (Specification #44)			
HUB CITY FORD	2017 Ford F-550 (F5K)	Western	$39,996.00
HUB CITY FORD	2017 Ford F-550 (F5K)	Northern	$39,996.00
HUB CITY FORD	2017 Ford F-550 (F5K)	Central	$40,096.00
HUB CITY FORD	2017 Ford F-550 (F5K)	Southern	$40,196.00
Orlando Freightliner	2017 Freightliner MT45G	Western	$44,875.00
Orlando Freightliner	2017 Freightliner MT45G	Northern	$44,875.00
Orlando Freightliner	2017 Freightliner MT45G	Central	$44,875.00
Orlando Freightliner	2017 Freightliner MT45G	Southern	$44,875.00

Name of Dealership	Type of Vehicle	Zone	Base Price
COMPACT EXTENDED CAB PICKUP TRUCK - 4X2 (Specification #45)			
Stingray Chevrolet	2017 Chevrolet Colorado 2WD (12M53)	Western	$20,114.00
Stingray Chevrolet	2017 Chevrolet Colorado 2WD (12M53)	Northern	$20,114.00
Stingray Chevrolet	2017 Chevrolet Colorado 2WD (12M53)	Central	$19,999.00
Stingray Chevrolet	2017 Chevrolet Colorado 2WD (12M53)	Southern	$20,014.00

Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Canyon 2WD (T2M53)	Western	$21,444.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Canyon 2WD (T2M53)	Northern	$21,106.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Canyon 2WD (T2M53)	Central	$21,106.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Canyon 2WD (T2M53)	Southern	$21,220.00
DeLand Nissan	2017 Nissan Frontier KC (31117)	Western	$17,121.00
Rountree-Moore Nissan	2017 Nissan Frontier KC (31117)	Northern	$16,996.00
ALAN JAY NISSAN, INC.	2017 Nissan Frontier KC (31117)	Central	$17,022.00
ALAN JAY NISSAN, INC.	2017 Nissan Frontier KC (31117)	Southern	$17,022.00

Name of Dealership	Type of Vehicle	Zone	Base Price

COMPACT EXTENDED CAB PICKUP TRUCK - 4X4 (Specification #46)

Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Colorado 4WD (12M53)	Western	$25,486.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Colorado 4WD (12M53)	Northern	$25,144.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Colorado 4WD (12M53)	Central	$25,144.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Colorado 4WD (12M53)	Southern	$25,248.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Canyon 4WD (T2M53)	Western	$26,194.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Canyon 4WD (T2M53)	Northern	$25,852.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Canyon 4WD (T2M53)	Central	$25,852.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Canyon 4WD (T2M53)	Southern	$26,065.00
ALAN JAY NISSAN, INC.	2017 Nissan Frontier KC (31417)	Western	$22,203.00
Rountree-Moore Nissan	2017 Nissan Frontier KC (31417)	Northern	$21,992.00
ALAN JAY NISSAN, INC.	2017 Nissan Frontier KC (31417)	Central	$22,053.00
ALAN JAY NISSAN, INC.	2017 Nissan Frontier KC (31417)	Southern	$22,153.00

Name of Dealership	Type of Vehicle	Zone	Base Price
COMPACT 4-DOOR CREW CAB PICKUP TRUCK - 4X2 (Specification #47)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Colorado 2WD (12M43)	Western	$22,107.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Colorado 2WD (12M43)	Northern	$21,769.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Colorado 2WD (12M43)	Central	$21,769.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Colorado 2WD (12M43)	Southern	$21,821.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Canyon 2WD (T2M43)	Western	$22,625.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Canyon 2WD (T2M43)	Northern	$22,287.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Canyon 2WD (T2M43)	Central	$22,287.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Canyon 2WD (T2M43)	Southern	$22,401.00
Rountree-Moore Nissan	2017 Nissan Frontier (32117)	Western	$20,016.00
DeLand Nissan	2017 Nissan Frontier (32117)	Northern	$19,867.00
ALAN JAY NISSAN, INC.	2017 Nissan Frontier (32117)	Central	$19,883.00
ALAN JAY NISSAN, INC.	2017 Nissan Frontier (32117)	Southern	$19,883.00

Name of Dealership	Type of Vehicle	Zone	Base Price
COMPACT 4-DOOR CREW CAB PICKUP TRUCK - 4X4 (Specification #48)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Colorado 4WD (12M43)	Western	$27,166.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Colorado 4WD (12M43)	Northern	$26,828.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Colorado 4WD (12M43)	Central	$26,828.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Colorado 4WD (12M43)	Southern	$26,942.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Canyon 4WD (T2M43)	Western	$31,136.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Canyon 4WD (T2M43)	Northern	$30,798.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Canyon 4WD (T2M43)	Central	$30,798.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Canyon 4WD (T2M43)	Southern	$30,912.00

REED NISSAN CLERMONT	2017 Nissan Frontier (32017)	Western	$22,168.00
REED NISSAN CLERMONT	2017 Nissan Frontier (32017)	Northern	$22,118.00
REED NISSAN CLERMONT	2017 Nissan Frontier (32017)	Central	$22,068.00
REED NISSAN CLERMONT	2017 Nissan Frontier (32017)	Southern	$22,118.00

Name of Dealership	Type of Vehicle	Zone	Base Price
1/2 TON PICKUP TRUCK - 4X2 (Specification #49)			
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Silverado 1500 (CC15703/1WT)	Western	$18,463.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Silverado 1500 (CC15703/1WT)	Northern	$18,373.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 1500 (CC15703/1WT)	Central	$18,456.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Silverado 1500 (CC15703/1WT)	Southern	$18,344.00
HUB CITY FORD	2017 Ford F-150 (F1C)	Western	$18,099.00
HUB CITY FORD	2017 Ford F-150 (F1C)	Northern	$18,099.00
HUB CITY FORD	2017 Ford F-150 (F1C)	Central	$18,199.00
HUB CITY FORD	2017 Ford F-150 (F1C)	Southern	$18,299.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 1500 (TC15703/1SA)	Western	$18,911.00
Garber Chevrolet Buick GMC Inc.	2017 GMC Sierra 1500 (TC15703/1SA)	Northern	$18,786.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 1500 (TC15703/1SA)	Central	$18,815.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 1500 (TC15703/1SA)	Southern	$18,815.00
Rountree-Moore Nissan	2017 Nissan Titan S (36117)	Western	$23,945.00
DeLand Nissan	2017 Nissan Titan S (36117)	Northern	$23,789.00
DeLand Nissan	2017 Nissan Titan S (36117)	Central	$23,843.00
Rountree-Moore Nissan	2017 Nissan Titan S (36117)	Southern	$23,945.00
AutoNation CDJR Pembroke Pines	2017 Ram 1500 (DS1L61)	Western	$18,359.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 (DS1L61)	Northern	$18,218.00
AutoNation CDJR Pembroke Pines	2017 Ram 1500 (DS1L61)	Central	$18,279.00
AutoNation CDJR Pembroke Pines	2017 Ram 1500 (DS1L61)	Southern	$18,279.00

Rountree-Moore Toyota	2017 Toyota Tundra Long Bed (8229)	Western	$25,285.00
Rountree-Moore Toyota	2017 Toyota Tundra Long Bed (8229)	Northern	$25,180.00
Rountree-Moore Toyota	2017 Toyota Tundra Long Bed (8229)	Central	$25,280.00
Rountree-Moore Toyota	2017 Toyota Tundra Long Bed (8229)	Southern	$25,430.00

Name of Dealership	Type of Vehicle	Zone	Base Price
1/2 TON PICKUP TRUCK - 4X4 (Specification #50)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 1500 (CK15703/1WT)	Western	$21,796.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 1500 (CK15703/1WT)	Northern	$21,684.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 1500 (CK15703/1WT)	Central	$21,684.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Silverado 1500 (CK15703/1WT)	Southern	$21,611.00
DUVAL FORD LLC	2017 Ford F-150 (F1E)	Western	$21,236.00
DUVAL FORD LLC	2017 Ford F-150 (F1E)	Northern	$21,135.00
DUVAL FORD LLC	2017 Ford F-150 (F1E)	Central	$21,407.00
DUVAL FORD LLC	2017 Ford F-150 (F1E)	Southern	$21,407.00
Gainesville Buick GMC	2017 GMC Sierra 1500 (TK15703/1SA)	Western	$21,999.00
Gainesville Buick GMC	2017 GMC Sierra 1500 (TK15703/1SA)	Northern	$21,904.00
Gainesville Buick GMC	2017 GMC Sierra 1500 (TK15703/1SA)	Central	$22,004.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 1500 (TK15703/1SA)	Southern	$22,082.00
Rountree-Moore Nissan	2017 Nissan Titan S (36017)	Western	$26,798.00
Rountree-Moore Nissan	2017 Nissan Titan S (36017)	Northern	$26,598.00
Rountree-Moore Nissan	2017 Nissan Titan S (36017)	Central	$26,748.00
Rountree-Moore Nissan	2017 Nissan Titan S (36017)	Southern	$26,848.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 (DS6L61)	Western	$20,656.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 (DS6L61)	Northern	$20,556.00
Garber Chrysler Dodge Truck	2017 Ram 1500 (DS6L61)	Central	$20,606.00

Inc			
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 (DS6L61)	Southern	$20,656.00
Rountree-Moore Toyota	2017 Toyota Tundra Long Bed (8327)	Western	$28,344.00
Rountree-Moore Toyota	2017 Toyota Tundra Long Bed (8327)	Northern	$28,159.00
Rountree-Moore Toyota	2017 Toyota Tundra Long Bed (8327)	Central	$28,259.00
Rountree-Moore Toyota	2017 Toyota Tundra Long Bed (8327)	Southern	$28,498.00

Name of Dealership	Type of Vehicle	Zone	Base Price
1/2 TON EXTENDED CAB PICKUP TRUCK - 4X2 (Specification #51)			
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Silverado 1500 (CC15753)	Western	$20,250.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Silverado 1500 (CC15753)	Northern	$20,196.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 1500 (CC15753)	Central	$20,293.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Silverado 1500 (CC15753)	Southern	$20,131.00
HUB CITY FORD	2017 Ford F-150 (X1C)	Western	$19,299.00
HUB CITY FORD	2017 Ford F-150 (X1C)	Northern	$19,299.00
HUB CITY FORD	2017 Ford F-150 (X1C)	Central	$19,399.00
HUB CITY FORD	2017 Ford F-150 (X1C)	Southern	$19,499.00
Gainesville Buick GMC	2017 GMC Sierra 1500 (TC15753)	Western	$20,316.00
Gainesville Buick GMC	2017 GMC Sierra 1500 (TC15753)	Northern	$20,215.00
Gainesville Buick GMC	2017 GMC Sierra 1500 (TC15753)	Central	$20,314.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 1500 (TC15753)	Southern	$20,374.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 (DS1L41)	Western	$20,348.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 (DS1L41)	Northern	$20,198.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 (DS1L41)	Central	$20,298.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 (DS1L41)	Southern	$20,348.00
Rountree-Moore Toyota	2017 Toyota Tundra Double Cab (8239)	Western	$25,558.00
Rountree-Moore Toyota	2017 Toyota Tundra Double Cab (8239)	Northern	$25,348.00

Rountree-Moore Toyota	2017 Toyota Tundra Double Cab (8239)	Central	$25,798.00
Rountree-Moore Toyota	2017 Toyota Tundra Double Cab (8239)	Southern	$25,746.00

Name of Dealership	Type of Vehicle	Zone	Base Price
1/2 TON EXTENDED CAB PICKUP TRUCK - 4X4 (Specification #52)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 1500 (CK15753)	Western	$23,718.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Silverado 1500 (CK15753)	Northern	$23,536.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 1500 (CK15753)	Central	$23,565.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Silverado 1500 (CK15753)	Southern	$23,384.00
HUB CITY FORD	2017 Ford F-150 (X1E)	Western	$22,599.00
HUB CITY FORD	2017 Ford F-150 (X1E)	Northern	$22,599.00
HUB CITY FORD	2017 Ford F-150 (X1E)	Central	$22,699.00
HUB CITY FORD	2017 Ford F-150 (X1E)	Southern	$22,799.00
Gainesville Buick GMC	2017 GMC Sierra 1500 (TK15753)	Western	$23,564.00
Gainesville Buick GMC	2017 GMC Sierra 1500 (TK15753)	Northern	$23,444.00
Gainesville Buick GMC	2017 GMC Sierra 1500 (TK15753)	Central	$23,544.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 1500 (TK15753)	Southern	$23,563.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 Quad Cab 4WD (DS6L41)	Western	$22,974.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 Quad Cab 4WD (DS6L41)	Northern	$22,874.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 Quad Cab 4WD (DS6L41)	Central	$22,924.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 Quad Cab 4WD (DS6L41)	Southern	$22,974.00
Rountree-Moore Toyota	2017 Toyota Tundra Double Cab (8339)	Western	$28,264.00
Rountree-Moore Toyota	2017 Toyota Tundra Double Cab (8339)	Northern	$27,216.00
Rountree-Moore Toyota	2017 Toyota Tundra Double Cab (8339)	Central	$28,334.00
Rountree-Moore Toyota	2017 Toyota Tundra Double Cab (8339)	Southern	$28,434.00

	Type of Vehicle	Zone	
1/2 TON 4-DOOR CREW CAB PICKUP TRUCK - 4X2 (Specification #53)			
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Silverado 1500 (CC15543)	Western	$23,284.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Silverado 1500 (CC15543)	Northern	$23,129.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Silverado 1500 (CC15543)	Central	$23,169.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Silverado 1500 (CC15543)	Southern	$23,147.00
HUB CITY FORD	2017 Ford F-150 (W1C)	Western	$21,899.00
HUB CITY FORD	2017 Ford F-150 (W1C)	Northern	$21,899.00
HUB CITY FORD	2017 Ford F-150 (W1C)	Central	$21,999.00
HUB CITY FORD	2017 Ford F-150 (W1C)	Southern	$22,099.00
Gainesville Buick GMC	2017 GMC Sierra 1500 (TC15543)	Western	$23,378.00
Gainesville Buick GMC	2017 GMC Sierra 1500 (TC15543)	Northern	$23,268.00
Gainesville Buick GMC	2017 GMC Sierra 1500 (TC15543)	Central	$23,368.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 1500 (TC15543)	Southern	$23,461.00
DeLand Nissan	2017 Nissan Titan S (38117)	Western	$28,845.00
DeLand Nissan	2017 Nissan Titan S (38117)	Northern	$28,638.00
DeLand Nissan	2017 Nissan Titan S (38117)	Central	$28,696.00
DeLand Nissan	2017 Nissan Titan S (38117)	Southern	$28,806.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 (DS1L98)	Western	$21,498.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 (DS1L98)	Northern	$21,298.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 (DS1L98)	Central	$21,398.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 (DS1L98)	Southern	$21,498.00
Rountree-Moore Toyota	2017 Toyota Tundra Crew Max (8259)	Western	$29,547.00
Rountree-Moore Toyota	2017 Toyota Tundra Crew Max (8259)	Northern	$29,392.00
Rountree-Moore Toyota	2017 Toyota Tundra Crew Max (8259)	Central	$29,492.00
Rountree-Moore Toyota	2017 Toyota Tundra Crew Max (8259)	Southern	$29,719.00

Name of Dealership	Type of Vehicle	Zone	Base Price
1/2 TON 4-DOOR CREW CAB PICKUP TRUCK - 4X4 (Specification #54)			
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Silverado 1500 (CK15543)	Western	$25,756.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 1500 (CK15543)	Northern	$25,530.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 1500 (CK15543)	Central	$25,530.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 1500 (CK15543)	Southern	$25,530.00
HUB CITY FORD	2017 Ford F-150 (W1E)	Western	$24,799.00
HUB CITY FORD	2017 Ford F-150 (W1E)	Northern	$24,799.00
HUB CITY FORD	2017 Ford F-150 (W1E)	Central	$24,899.00
HUB CITY FORD	2017 Ford F-150 (W1E)	Southern	$24,999.00
Gainesville Buick GMC	2017 GMC Sierra 1500 (TK15543)	Western	$25,859.00
Gainesville Buick GMC	2017 GMC Sierra 1500 (TK15543)	Northern	$25,729.00
Gainesville Buick GMC	2017 GMC Sierra 1500 (TK15543)	Central	$25,829.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 1500 (TK15543)	Southern	$25,911.00
DeLand Nissan	2017 Nissan Titan S (38017)	Western	$37,389.00
DeLand Nissan	2017 Nissan Titan S (38017)	Northern	$37,204.00
DeLand Nissan	2017 Nissan Titan S (38017)	Central	$37,298.00
DeLand Nissan	2017 Nissan Titan S (38017)	Southern	$37,406.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 (DS6L98)	Western	$25,366.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 (DS6L98)	Northern	$25,266.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 (DS6L98)	Central	$25,316.00
Garber Chrysler Dodge Truck Inc	2017 Ram 1500 (DS6L98)	Southern	$25,366.00
Rountree-Moore Toyota	2017 Toyota Tundra Short Bed (8359)	Western	$32,408.00
Rountree-Moore Toyota	2017 Toyota Tundra Short Bed (8359)	Northern	$32,011.00
Rountree-Moore Toyota	2017 Toyota Tundra Short Bed (8359)	Central	$32,211.00
Rountree-Moore Toyota	2017 Toyota Tundra Short Bed (8359)	Southern	$32,408.00

Name of Dealership	Type of Vehicle	Zone	Base Price
3/4 TON PICKUP TRUCK - 4X2 (Specification #55)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD (CC25903)	Western	$22,927.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD (CC25903)	Northern	$22,777.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD (CC25903)	Central	$22,777.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD (CC25903)	Southern	$22,927.00
DUVAL FORD LLC	2017 Ford F-250 SD (F2A)	Western	$20,044.00
DUVAL FORD LLC	2017 Ford F-250 SD (F2A)	Northern	$20,006.00
DUVAL FORD LLC	2017 Ford F-250 SD (F2A)	Central	$20,308.00
HUB CITY FORD	2017 Ford F-250 SD (F2A)	Southern	$20,699.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD (TC25903)	Western	$22,769.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD (TC25903)	Northern	$22,619.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD (TC25903)	Central	$22,619.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD (TC25903)	Southern	$22,769.00
ALAN JAY NISSAN, INC.	2017 Nissan Titan XD (54117)	Western	$25,327.00
DeLand Nissan	2017 Nissan Titan XD (54117)	Northern	$25,181.00
ALAN JAY NISSAN, INC.	2017 Nissan Titan XD (54117)	Central	$25,177.00
ALAN JAY NISSAN, INC.	2017 Nissan Titan XD (54117)	Southern	$25,277.00
AutoNation CDJR Pembroke Pines	2017 Ram 2500 (DJ2L62)	Western	$21,662.00
AutoNation CDJR Pembroke Pines	2017 Ram 2500 (DJ2L62)	Northern	$21,562.00
AutoNation CDJR Pembroke Pines	2017 Ram 2500 (DJ2L62)	Central	$21,562.00
AutoNation CDJR Pembroke Pines	2017 Ram 2500 (DJ2L62)	Southern	$21,562.00

Name of Dealership	Type of Vehicle	Zone	Base Price
3/4 TON PICKUP TRUCK - 4X4 (Specification #56)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD (CK25903	Western	$25,131.00

Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD (CK25903)	Northern	$24,993.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD (CK25903)	Central	$24,993.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD (CK25903)	Southern	$25,130.00
DUVAL FORD LLC	2017 Ford F-250 SD (F2B)	Western	$22,801.00
DUVAL FORD LLC	2017 Ford F-250 SD (F2B)	Northern	$22,797.00
DUVAL FORD LLC	2017 Ford F-250 SD (F2B)	Central	$23,114.00
DUVAL FORD LLC	2017 Ford F-250 SD (F2B)	Southern	$23,628.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD (TK25903)	Western	$24,833.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD (TK25903)	Northern	$24,695.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD (TK25903)	Central	$24,695.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD (TK25903)	Southern	$24,832.00
ALAN JAY NISSAN, INC.	2017 Nissan Titan XD (54017)	Western	$28,138.00
ALAN JAY NISSAN, INC.	2017 Nissan Titan XD (54017)	Northern	$28,138.00
ALAN JAY NISSAN, INC.	2017 Nissan Titan XD (54017)	Central	$27,988.00
ALAN JAY NISSAN, INC.	2017 Nissan Titan XD (54017)	Southern	$28,088.00
AutoNation CDJR Pembroke Pines	2017 Ram 2500 (DJ7L62)	Western	$24,229.00
AutoNation CDJR Pembroke Pines	2017 Ram 2500 (DJ7L62)	Northern	$24,129.00
AutoNation CDJR Pembroke Pines	2017 Ram 2500 (DJ7L62)	Central	$24,129.00
AutoNation CDJR Pembroke Pines	2017 Ram 2500 (DJ7L62)	Southern	$24,129.00

Name of Dealership	Type of Vehicle	Zone	Base Price
3/4 TON EXTENDED CAB PICKUP TRUCK - 4X2 (Specification #57)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 2WD (CC25953)	Western	$24,931.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 2WD (CC25953)	Northern	$24,793.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 2WD (CC25953)	Central	$24,793.00

Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 2WD (CC25953)	Southern	$24,930.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2A)	Western	$22,440.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2A)	Northern	$22,439.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2A)	Central	$22,748.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2A)	Southern	$23,265.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 2WD (TC25953)	Western	$24,724.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 2WD (TC25953)	Northern	$24,586.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 2WD (TC25953)	Central	$24,586.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 2WD (TC25953)	Southern	$24,723.00

Name of Dealership	Type of Vehicle	Zone	Base Price
3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 (Specification #58)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)	Western	$26,895.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)	Northern	$26,757.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)	Central	$26,757.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)	Southern	$26,894.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2B)	Western	$25,250.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2B)	Northern	$25,250.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2B)	Central	$25,563.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2B)	Southern	$26,077.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)	Western	$26,732.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)	Northern	$26,594.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)	Central	$26,594.00
	2017 GMC Sierra 2500 HD		

Alan Jay Chevrolet Buick GMC Cadillac	Double Cab 4WD (TK25953)	Southern	$26,731.00

Name of Dealership	Type of Vehicle	Zone	Base Price
3/4 TON 4-DOOR CREW CAB PICKUP TRUCK - 4X2 (Specification #59)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD (CC25943)	Western	$26,606.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD (CC25943)	Northern	$26,356.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD (CC25943)	Central	$26,356.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Silverado 2500 HD (CC25943)	Southern	$26,213.00
DUVAL FORD LLC	2017 Ford F-250 SD (W2A)	Western	$23,153.00
DUVAL FORD LLC	2017 Ford F-250 SD (W2A)	Northern	$23,153.00
DUVAL FORD LLC	2017 Ford F-250 SD (W2A)	Central	$23,465.00
DUVAL FORD LLC	2017 Ford F-250 SD (W2A)	Southern	$23,979.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD (TC25943)	Western	$26,307.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD (TC25943)	Northern	$26,057.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD (TC25943)	Central	$26,057.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD (TC25943)	Southern	$26,307.00
ALAN JAY NISSAN, INC.	2017 Nissan Titan XD (53117)	Western	$30,137.00
DeLand Nissan	2017 Nissan Titan XD (53117)	Northern	$30,008.00
ALAN JAY NISSAN, INC.	2017 Nissan Titan XD (53117)	Central	$29,987.00
ALAN JAY NISSAN, INC.	2017 Nissan Titan XD (53117)	Southern	$30,087.00
AutoNation CDJR Pembroke Pines	2017 Ram 2500 (DJ2L92)	Western	$24,664.00
AutoNation CDJR Pembroke Pines	2017 Ram 2500 (DJ2L92)	Northern	$24,564.00
AutoNation CDJR Pembroke Pines	2017 Ram 2500 (DJ2L92)	Central	$24,564.00
AutoNation CDJR Pembroke Pines	2017 Ram 2500 (DJ2L92)	Southern	$24,564.00

Name of Dealership	Type of Vehicle	Zone	Base Price
3/4 TON 4-DOOR CREW CAB PICKUP TRUCK - 4X4 (Specification #60)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD (CK25943)	Western	$28,718.00

Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD (CK25943)	Northern	$28,468.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD (CK25943)	Central	$28,468.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Silverado 2500 HD (CK25943)	Southern	$28,319.00
DUVAL FORD LLC	2017 Ford F-250 SD (W2B)	Western	$25,965.00
DUVAL FORD LLC	2017 Ford F-250 SD (W2B)	Northern	$25,965.00
DUVAL FORD LLC	2017 Ford F-250 SD (W2B)	Central	$26,279.00
DUVAL FORD LLC	2017 Ford F-250 SD (W2B)	Southern	$26,279.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD (TK25943)	Western	$28,407.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD (TK25943)	Northern	$28,157.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD (TK25943)	Central	$28,157.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD (TK25943)	Southern	$28,407.00
ALAN JAY NISSAN, INC.	2017 Nissan Titan XD (53017)	Western	$32,934.00
ALAN JAY NISSAN, INC.	2017 Nissan Titan XD (53017)	Northern	$32,934.00
ALAN JAY NISSAN, INC.	2017 Nissan Titan XD (53017)	Central	$32,784.00
ALAN JAY NISSAN, INC.	2017 Nissan Titan XD (53017)	Southern	$32,884.00
AutoNation CDJR Pembroke Pines	2017 Ram 2500 (DJ7L92)	Western	$27,779.00
AutoNation CDJR Pembroke Pines	2017 Ram 2500 (DJ7L92)	Northern	$27,679.00
AutoNation CDJR Pembroke Pines	2017 Ram 2500 (DJ7L92)	Central	$27,679.00
AutoNation CDJR Pembroke Pines	2017 Ram 2500 (DJ7L92)	Southern	$27,679.00

Name of Dealership	Type of Vehicle	Zone	Base Price

1 TON PICKUP TRUCK (DUAL REAR WHEEL) - 4X2 (Specification #61)

Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CC35903)	Western	$25,178.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CC35903)	Northern	$24,928.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CC35903)	Central	$24,928.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Silverado 3500 HD (CC35903)	Southern	$24,792.00

DUVAL FORD LLC	2017 Ford F-350 SD (F3C)	Western	$23,463.00
DUVAL FORD LLC	2017 Ford F-350 SD (F3C)	Northern	$23,463.00
DUVAL FORD LLC	2017 Ford F-350 SD (F3C)	Central	$23,493.00
DUVAL FORD LLC	2017 Ford F-350 SD (F3C)	Southern	$23,871.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TC35903)	Western	$24,881.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TC35903)	Northern	$24,631.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TC35903)	Central	$24,631.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TC35903)	Southern	$24,881.00
AutoNation CDJR Pembroke Pines	2017 Ram 3500 (D23L92)	Western	$24,799.00
AutoNation CDJR Pembroke Pines	2017 Ram 3500 (D23L92)	Northern	$24,699.00
AutoNation CDJR Pembroke Pines	2017 Ram 3500 (D23L92)	Central	$24,699.00
AutoNation CDJR Pembroke Pines	2017 Ram 3500 (D23L92)	Southern	$24,699.00

Name of Dealership	Type of Vehicle	Zone	Base Price
1 TON PICKUP TRUCK (DUAL REAR WHEEL) - 4X4 (Specification #62)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CK35903)	Western	$27,291.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CK35903)	Northern	$27,041.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CK35903)	Central	$27,041.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Silverado 3500 HD (CK35903)	Southern	$26,897.00
DUVAL FORD LLC	2017 Ford F-350 SD (F3D)	Western	$26,441.00
DUVAL FORD LLC	2017 Ford F-350 SD (F3D)	Northern	$26,441.00
DUVAL FORD LLC	2017 Ford F-350 SD (F3D)	Central	$26,515.00
DUVAL FORD LLC	2017 Ford F-350 SD (F3D)	Southern	$26,842.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TK35903)	Western	$26,993.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TK35903)	Northern	$26,743.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TK35903)	Central	$26,743.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TK35903)	Southern	$26,993.00

AutoNation CDJR Pembroke Pines	2017 Ram 3500 (D28L62)	Western	$26,466.00
AutoNation CDJR Pembroke Pines	2017 Ram 3500 (D28L62)	Northern	$26,366.00
AutoNation CDJR Pembroke Pines	2017 Ram 3500 (D28L62)	Central	$26,366.00
AutoNation CDJR Pembroke Pines	2017 Ram 3500 (D28L62)	Southern	$26,366.00

Name of Dealership	Type of Vehicle	Zone	Base Price
1 TON EXTENDED CAB PICKUP TRUCK (DUAL REAR WHEEL) - 4X2 (Specification #63)			
DUVAL FORD LLC	2017 Ford F-350 SD (X3C)	Western	$25,503.00
DUVAL FORD LLC	2017 Ford F-350 SD (X3C)	Northern	$25,503.00
DUVAL FORD LLC	2017 Ford F-350 SD (X3C)	Central	$25,563.00
DUVAL FORD LLC	2017 Ford F-350 SD (X3C)	Southern	$25,911.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CC35953)	Western	$27,503.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CC35953)	Northern	$27,239.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CC35953)	Central	$27,239.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Silverado 3500 HD (CC35953)	Southern	$27,093.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TC35953)	Western	$27,193.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TC35953)	Northern	$26,929.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TC35953)	Central	$26,929.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TC35953)	Southern	$27,167.00

Name of Dealership	Type of Vehicle	Zone	Base Price
1 TON EXTENDED CAB PICKUP TRUCK (DUAL REAR WHEEL) - 4X4 (Specification #64)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CK35953)	Western	$29,615.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CK35953)	Northern	$29,351.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CK35953)	Central	$29,351.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Silverado 3500 HD (CK35953)	Southern	$29,199.00

DUVAL FORD LLC	2017 Ford F-350 SD (X3D)	Western	$29,003.00
DUVAL FORD LLC	2017 Ford F-350 SD (X3D)	Northern	$29,003.00
DUVAL FORD LLC	2017 Ford F-350 SD (X3D)	Central	$29,133.00
DUVAL FORD LLC	2017 Ford F-350 SD (X3D)	Southern	$29,478.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TK35953)	Western	$29,326.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TK35953)	Northern	$29,062.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TK35953)	Central	$29,062.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TK35953)	Southern	$29,300.00

Name of Dealership	Type of Vehicle	Zone	Base Price
1 TON 4-DOOR CREW CAB PICKUP TRUCK (DUAL REAR WHEEL) - 4X2 (Specification #65)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CC35943)	Western	$28,821.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CC35943)	Northern	$28,557.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CC35943)	Central	$28,557.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Silverado 3500 HD (CC35943)	Southern	$28,418.00
DUVAL FORD LLC	2017 Ford F-350 SD (W3C)	Western	$26,910.00
DUVAL FORD LLC	2017 Ford F-350 SD (W3C)	Northern	$26,910.00
DUVAL FORD LLC	2017 Ford F-350 SD (W3C)	Central	$26,940.00
DUVAL FORD LLC	2017 Ford F-350 SD (W3C)	Southern	$27,321.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TC35943)	Western	$28,523.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TC35943)	Northern	$28,259.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TC35943)	Central	$28,259.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TC35943)	Southern	$28,497.00
AutoNation CDJR Pembroke Pines	2017 Ram 3500 (D23L92)	Western	$25,489.00
AutoNation CDJR Pembroke Pines	2017 Ram 3500 (D23L92)	Northern	$25,389.00
AutoNation CDJR Pembroke Pines	2017 Ram 3500 (D23L92)	Central	$25,389.00
AutoNation CDJR Pembroke Pines	2017 Ram 3500 (D23L92)	Southern	$25,389.00

Name of Dealership	Type of Vehicle	Zone	Base Price
1 TON 4-DOOR CREW CAB PICKUP TRUCK (DUAL REAR WHEEL) - 4X4 (Specification #66)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CK35943)	Western	$30,934.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CK35943)	Northern	$30,670.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 3500 HD (CK35943)	Central	$30,670.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Silverado 3500 HD (CK35943)	Southern	$30,524.00
DUVAL FORD LLC	2017 Ford F-350 SD (W3D)	Western	$29,670.00
DUVAL FORD LLC	2017 Ford F-350 SD (W3D)	Northern	$29,670.00
DUVAL FORD LLC	2017 Ford F-350 SD (W3D)	Central	$29,670.00
DUVAL FORD LLC	2017 Ford F-350 SD (W3D)	Southern	$30,150.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TK35943)	Western	$30,636.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TK35943)	Northern	$30,372.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TK35943)	Central	$30,372.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 3500 HD (TK35943)	Southern	$30,610.00
AutoNation CDJR Pembroke Pines	2017 Ram 3500 (D28L92)	Western	$31,427.00
AutoNation CDJR Pembroke Pines	2017 Ram 3500 (D28L92)	Northern	$31,327.00
AutoNation CDJR Pembroke Pines	2017 Ram 3500 (D28L92)	Central	$31,327.00
AutoNation CDJR Pembroke Pines	2017 Ram 3500 (D28L92)	Southern	$31,327.00

City of Cocoa Safety and Loss Control Program

Universal Report Form

HR Date Rec'd Stamp

1. **CHECK REPORT TYPE:**
☑ Accident ☐ Incident ☐ Lost/Damaged Property ☐ Hazardous Condition ☐ Citizen Claim

2. **DATE OF OCCURRENCE:** 4/30/2017 (MM/DD/YYYY) 3. **TIME OF OCCURRENCE:** 1035 ☑ am ☐ pm

4. **ACTUAL LOCATION OF OCCURRENCE:** U.S.-1 and Rosa L. Jones

5. **NAME OF EMPLOYEE INVOLVED:** Rickford Leitch

6. **EMPLOYEE JOB TITLE:** Officer

7. **DIVISION:** Patrol/Motor

8. **NAMES, TITLES, & DIVISIONS OF OTHER EMPLOYEES INVOLVED IN THE OCCURRENCE:** ☑ N/A

9. **NAME, ADDRESS, & TELEPHONE NUMBER OF CITIZEN(S) INVOLVED IN THE OCCURRENCE:** ☑ N/A

10. **NAME OF INJURED AND DESCRIPTION OF INJURIES:** ☐ N/A

Officer Rickford Leitch- mulitple soft tissue injuries to hands and body. Possible head injury

10a. **IF INJURIES WERE INDICATED IN #10, CHECK WHAT LEVEL OF TREATMENT:**

☐ No Treatment Required ☐ First Aid Only ☑ Professional Medical Treatment

11. **DESCRIPTION OF PROPERTY INVOLVED:**

☐ NONE (GO TO #14) ☑ VEHICLE (GO TO #11a) ☐ OTHER PROPERTY (GO TO #11b)

11a. **VEHICLE DATA:**

YEAR: 2015 **MAKE:** Harley **VIN#** 1HD1FMM16FB621154

MODEL: FLHTP **CITY PROPERTY TAG #** CY05244

VEHICLE # M-1 **NAME OF DRIVER:** Rickford Lietch

11b. **PROPERTY DATA:**

MAKE: **MODEL:**

SERIAL # **CITY PROPERTY TAG #**

12. **DESCRIBE VEHICLE DAMAGE OR LOST/DAMAGED PROPERTY:** ☐ N/A
Heavy front end damage, multiple scratches

13. **ESTIMATE OF REPAIR OR REPLACEMENT COSTS:$** 15000 .00

14. **DESCRIBE HOW THE EVENT (ACCIDENT, INCIDENT,...) OCCURRED:**
Be sure to answer Who?; What?; When?; Where?; Why?; and How?

While escorting the Vietnam moving wall a blue Jeep Grand Cherokee drove into Officer Lietch's lane of travel. Officer Lietch was traveling South on US-1 and Rosa L. Jones and was unable to avoid the Grand Cherokee. Officer Lietch struck the drivers door of the Grand Cherokee and was thrown from his motor. The driver (unknown) of the Grand Cherokee fled the scene shortly after. Officer Lietch was flown via Life flight to Holmes Regional to receive medical treatment.

Rockledge PD responded to work the traffic crash investigation- RPD Case Number-2017-00014865- Vehicle M-1 was towed by Tron's to RPD Storage bay for processing.

15. **CASUAL FACTORS:**
Events and conditions that contributed to the occurrence. Include those identified through the use of the National Safety Council's "Guide for Identifying Causal Factors and Corrective Actions" located in **Section 6** of the *City of Cocoa Safety and Loss Control Program Safety Manual."*

N/A

16. **CORRECTIVE ACTIONS:**
Actions that have been or will be taken to prevent reoccurrence. Include those identified through the use of the National Safety Council's "Guide for Identifying Causal Factors and Corrective Actions" located in **Section 6** of the City of Cocoa Safety and Loss Control Program Safety Manual."

N/A

Any person who, knowingly and with intent to injure, defraud, or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of a felony of the third degree. I have reviewed, understand and acknowledge the above statement.

17. **EMPLOYEE SIGNATURE:** N/A **DATE:**

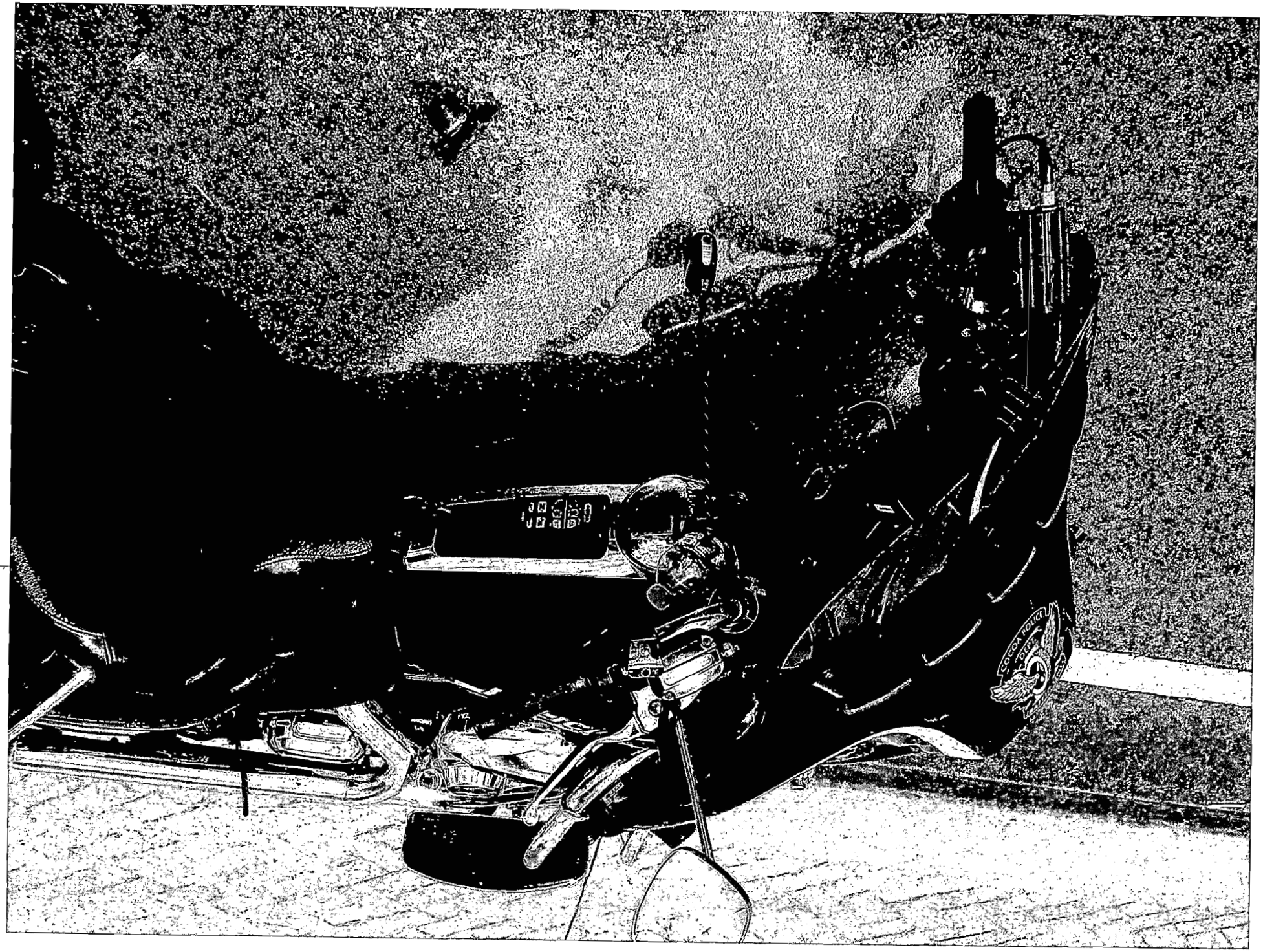
18. **PREPARED BY:** Sergeant M. Turre **TITLE:** SERGEANT

DIVISION: PD **DATE:** 4/30/17

APPROVED BY: **TITLE:**

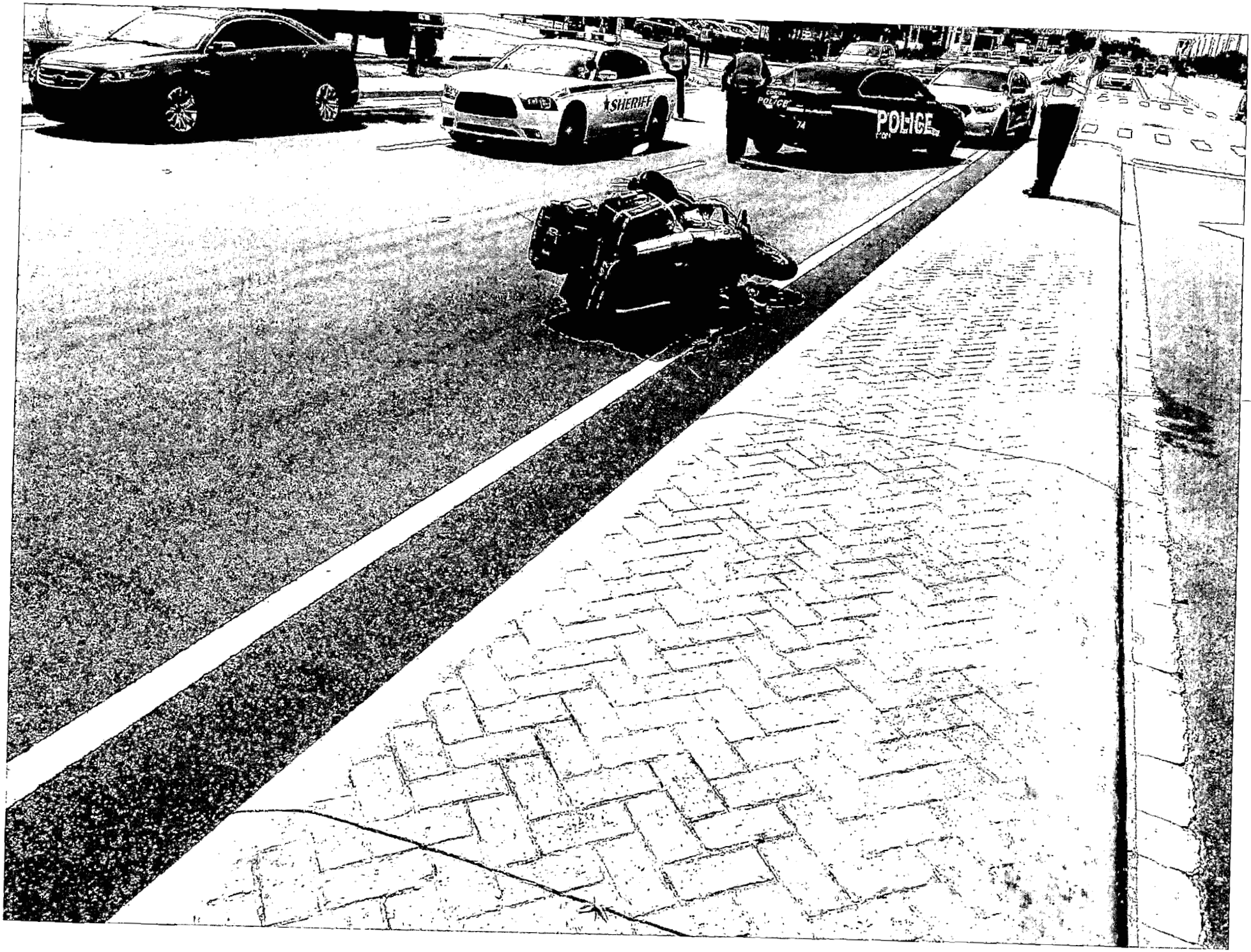
DIVISION: **DATE:**

SEND THE ORIGINAL COMPLETED FORM TO DEANE MILLS THE SAFETY COORDINATOR WITHIN 24 HOURS.
IF A VEHICLE IS INVOLVED, FAX A COPY TO TONY JONES IN FLEET @ 7672 WITHIN 24 HOURS.

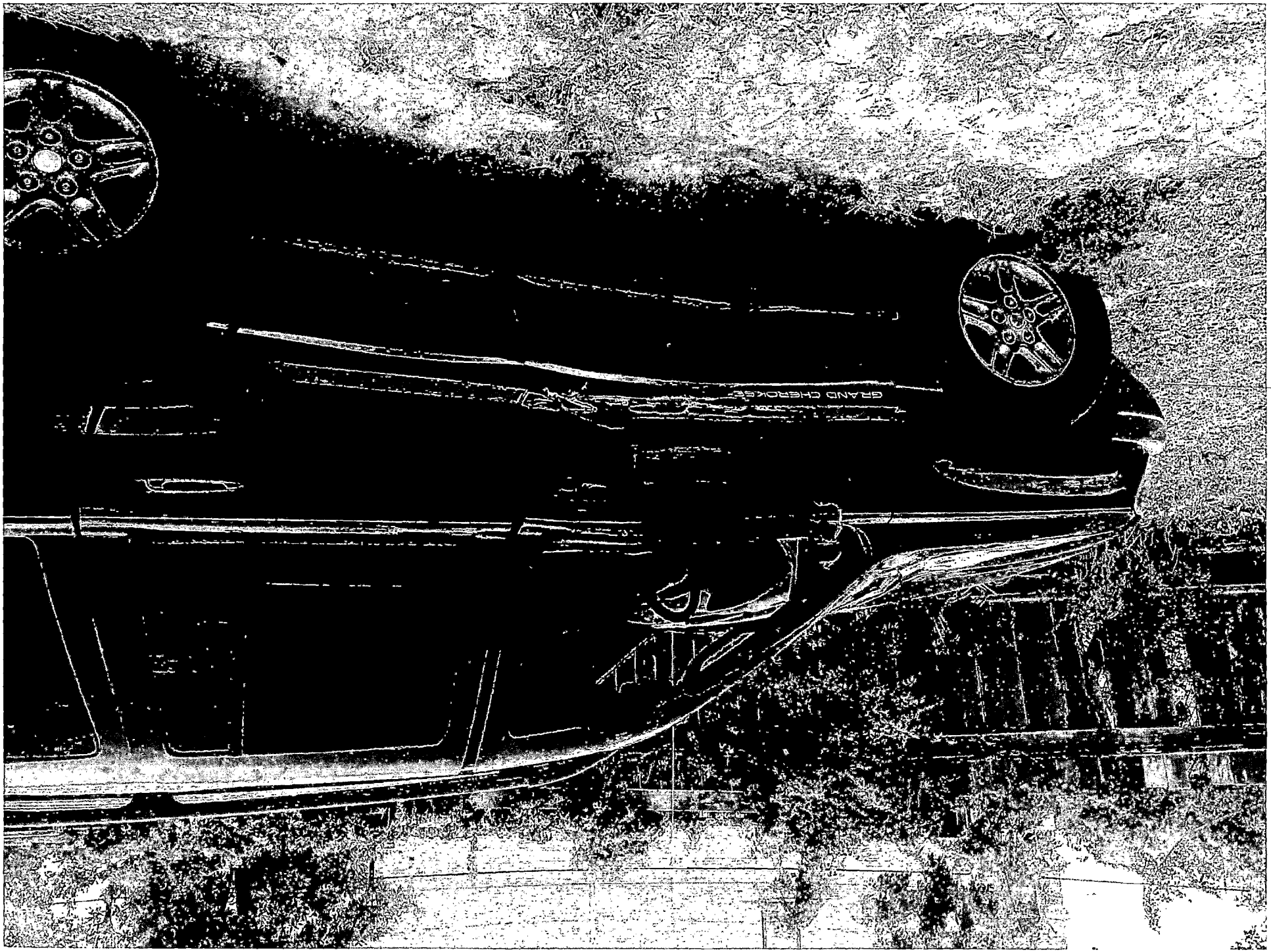

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FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

DATE: November 9, 2016

TO: ALL PROSPECTIVE PARTICIPANTS

FROM:

Steve Casey, Executive Director	Peggy Goff, Deputy Executive Director	Drew Terpak, Business Operations Manager	Annette Grissom, Cooperative Bid Coordinator

RE: Bid Number: FSA16-VEL24.0 Police Rated, Administrative, Utiity Vehicles, Trucks & Vans - Revised November 21, 2016

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 24th statewide competitive bid for vehicles which includes police rated, administrative, motorcycles, utility vehicles, trucks & vans. This contract is effective beginning October 1, 2016 through September 30, 2017, as long as vehicles are available through fleet sales.

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All awarded Vendors/Dealers are governed by their manufacturer's agreement.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

CONTRACT ORDERING INSTRUCTIONS

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. FSA16-VEL24.0**. They will assist you with the placement of your order and answer any questions you may have regarding the vehicles purchased through this program. **You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).**

   Agencies ordering a Ford, General Motors, Chysler, or Toyota product, please be advised that you must use the appropriate FIN Code/FAN Code for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN Code/FAN Code as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	Type Code	FSA Code	Fleet Center Contact Numbers	
Ford	FIN Code	QE065	1-800-34-FLEET	(1-800-343-5338)
General Motors	FAN Code	917872	1-800-FLEET OP	(1-800-353-3867)
Chrysler	FAN Code	48830	1-800-999-FLEET	(1-800-999-3533)
Toyota	FIN Code	GE159	1-800-732-2798	

2. **Basic information required on all purchase orders** is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. NOTE: The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.

   Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.

   The purchase order should include FSA's Contract Number FSA16-VEL24.0 as well as the specification number, make and model of each item purchased. Please attach the dealer quote when available.

3. **Purchasers must send a copy of the original purchase order sent to the participating dealer in pdf format to: COOP@flsheriffs.org.**

4. Dealers have already included a three-quarter of one percent (.0075) administrative fee in their base pricing and all add options that are listed. Dealers' quotes to purchasers should not include the FSA administrative fee indicated as a separate line item on any purchase order.

   No other administrative fee(s) will be applicable to any transaction relative to the contract.

5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association, in writing, regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific zone. Superscripts will be numbered between 1 and 4, and will correspond as follows:

   1 = Western zone dealer 2 = Northern zone dealer

   3 = Central zone dealer 4 = Southern zone dealer

   If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numeric number that applies to their awarded zones. For example: If a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a "2" superscript.

Name of Dealership	Type of Vehicle	Zone	Base Price
CHEVROLET CAPRICE POLICE RATED SEDAN - RWD (Specification #01)			
Stingray Chevrolet	2017 Chevrolet Caprice (1EW19/1SB/PPV)	Western	$25,535.00
Stingray Chevrolet	2017 Chevrolet Caprice (1EW19/1SB/PPV)	Northern	$25,536.00
Stingray Chevrolet	2017 Chevrolet Caprice (1EW19/1SB/PPV)	Central	$25,425.00
Stingray Chevrolet	2017 Chevrolet Caprice (1EW19/1SB/PPV)	Southern	$25,430.00

Name of Dealership	Type of Vehicle	Zone	Base Price
DODGE CHARGER POLICE RATED SEDAN - RWD (Specification #02)			
AutoNation CDJR Pembroke Pines	2017 Dodge Charger (LDDE48)	Western	$21,216.00
AutoNation CDJR Pembroke Pines	2017 Dodge Charger (LDDE48)	Northern	$20,939.00
AutoNation CDJR Pembroke Pines	2017 Dodge Charger (LDDE48)	Central	$21,099.00
AutoNation CDJR Pembroke Pines	2017 Dodge Charger (LDDE48)	Southern	$21,149.00

Name of Dealership	Type of Vehicle	Zone	Base Price
DODGE CHARGER POLICE RATED SEDAN - AWD (Specification #03)			
AutoNation CDJR Pembroke Pines	2017 Dodge Charger AWD (LDEE48)	Western	$22,789.00
AutoNation CDJR Pembroke Pines	2017 Dodge Charger AWD (LDEE48)	Northern	$22,689.00
AutoNation CDJR Pembroke Pines	2017 Dodge Charger AWD (LDEE48)	Central	$22,889.00
AutoNation CDJR Pembroke Pines	2017 Dodge Charger AWD (LDEE48)	Southern	$22,639.00

Name of Dealership	Type of Vehicle	Zone	Base Price
CHEVROLET TAHOE 1500 POLICE RATED UTILITY - 4WD (Specification #08)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Chevrolet Tahoe 1500 4WD (CK15706/9C1)	Western	$33,697.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Chevrolet Tahoe 1500 4WD (CK15706/9C1)	Northern	$33,447.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Chevrolet Tahoe 1500 4WD (CK15706/9C1)	Central	$33,447.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Chevrolet Tahoe 1500 4WD (CK15706/9C1)	Southern	$33,447.00
HARLEY-DAVIDSON POLICE MOTORCYCLE (Specification #09)			
Daytona Harley-Davidson	2017 Harley Davidson Road King (FLHP)	Western	$17,750.00
Daytona Harley-Davidson	2017 Harley Davidson Road King (FLHP)	Northern	$17,500.00
Daytona Harley-Davidson	2017 Harley Davidson Road King (FLHP)	Central	$17,500.00
Daytona Harley-Davidson	2017 Harley Davidson Road King (FLHP)	Southern	$17,750.00
Daytona Harley-Davidson	2017 Harley Davidson Electra Glide (FLHTP)	Western	$18,250.00
Daytona Harley-Davidson	2017 Harley Davidson Electra Glide (FLHTP)	Northern	$18,000.00
Daytona Harley-Davidson	2017 Harley Davidson Electra Glide (FLHTP)	Central	$18,000.00
Daytona Harley-Davidson	2017 Harley Davidson Electra Glide (FLHTP)	Southern	$18,250.00
Name of Dealership	Type of Vehicle	Zone	Base Price
FULL SIZE 4-DOOR SPECIAL SERVICE VEHICLES UTILITY - 4X2 (Specification #10)			
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SSV (WDDE75)	Western	$25,238.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SSV (WDDE75)	Northern	$25,138.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SSV (WDDE75)	Central	$25,138.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SSV (WDDE75)	Southern	$25,138.00

RESOLUTION NO. 2017-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; 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 2016-2017 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of August, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 07/25/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 23,120	001-0000-369.96-00		Insurance Refunds/Proceeds	$ 0	$ 0	$ 23,120	($ 92,106)
$ 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
$ 23,120	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 23,120	001-2100-521.64-00		Law Enforcement/Capital	$ 76,496	$ 61,348	$ 84,468	$ 23,120
$ 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
$ 23,120	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This budget amendment is necessary to purchase a new 2017 Harley Davidson motorcycle with emergency equipment to outfit it to replace the loss on 4/30/17. Agenda 17-332

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 08/08/17 *RESOLUTION #:* 2017-71

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

7/25/17	Susan Austin (Digitally signed by Susan Austin Date: 2017.07.27 11:44:27 -04'00')	7/27/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.07.27 16:46:03 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
7/27/17	Michael Cantaloupe (Digitally signed by Michael Cantaloupe Date: 2017.07.27 14:56:03 -04'00')	7/27/17	Anne Quesada (Digitally signed by Anne Quesada Date: 2017.07.27 17:28:47 -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 #:	17-338	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	7/26/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Approve a Resolution to amend the 2017 Budget to Purchase a used vehicle for Inmate transport for the PW Grounds Maintenance Division and to approve a Budget Amendment to transfer funds. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution August 8th BAF-PW-3540 Van Purchase (8-8-2017) 17-338.pdf Van quote 1				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 26, 2017
Agenda Date: August 8, 2017
Prepared By: Rhonda Dingman
Through: Everett Wegerif, Public Works Director
Requested Action:
Approve a resolution to amend the 2017 Budget to Purchase a used vehicle for Inmate transport for the PW Grounds Maintenance Division and to approve a Budget Amendment to transfer funds.

BACKGROUND:

In the past, the city operated three vans to provide transportation for two 8-person inmate crews to provide labor for the PW Grounds Maintenance Division. Two primary vans were required, as well as a back-up vehicle. In 2016, the city entered into an agreement with ABS (Alternative Behavioral Services) to provide staffing and oversight of the Offender Re-entry Program that provides contract lawn care services with a four-man crew in lieu of using an inmate crew. One van was retired due to high repair costs, and a surplus crew-cab truck was used in lieu of the van for the Re-entry program. The crew-cab truck is now being surplused due to high maintenance costs and end of life. The purchase of a third 8 passenger van will allow public works staff to provide flexibility and redundancy for less downtime. This replacement vehicle was not budgeted, however sufficient funding was identified in other areas of the Public Works budget to purchase a used van. It is requested that council approve the budget transfer necessary to purchase the van.

STRATEGIC PLAN CONNECTION:

This project will maintain the image of the City as well as improve safety for users of the SR520 Corridor through Cocoa.

BUDGETARY IMPACT:

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

Amount Requested	$12,900
Account Number	_001-3520-572-64-00
Account Name	_Machinery and Equipment

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a resolution to amend the 2017 Budget to Purchase a used vehicle for Inmate transport for the Beautification Division and to approve a Budget Amendment to transfer funds

RESOLUTION NO. 2017-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; 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 2016-2017 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of August, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3520 | DATE PREPARED: 07/25/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 2,000)	001-3540-519.64-00		Machinery & Equipment	$ 28,062	$ 28,562	$ 26,562	$ 2,112
($ 2,000)	001-3510-541.46-03		Repair & Maint. - Vehicles	$ 16,835	$ 16,835	$ 14,835	$ 10,292
($ 2,000)	001-3520-572.46-00		Repair & Maint.	$ 11,500	$ 9,500	$ 7,500	$ 2,387
($ 6,900)	001-3560-519.64-00		Machinery & Equip	$ 81,250	$ 81,250	$ 74,350	$ 8,870
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 12,900)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 12,900	001-3520-572.64-00		Machinery & Equipment	$ 23,766	$ 71,852	$ 84,752	$ 12,902
$ 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
$ 12,900	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of purchasing a used 2008, 15 passenger van for the Beautification Division to use for inmate grounds crew transportation (per Assistant CM).
Agenda 17-338

City COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 08/08/17 RESOLUTION #: 2017-72

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

7/25/17	Rhonda Dingman Digitally signed by Rhonda Dingman Date: 2017.07.25 12:53:27 -04'00'	7/27/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.07.27 13:27:32 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
7/25/17	Everett J. Wegerif Digitally signed by Everett J. Wegerif DN: dc=org, dc=cocoal, ou=Public Works, cn=Everett J Wegerif, email=ewegerif@cocoafl.org Date: 2017.07.25 16:15:28 -04'00'	7/27/17	Anne Quesada Digitally signed by Anne Quesada Date: 2017.07.27 12:44:31 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Vidalia Ford Lincoln
2607 East 1st Street
Vidalia, GA 30474

Phone: (912) 537-3673

SOLD TO: **Tony Jones City of Cocoa**

ADDRESS:

SOLD TO:

ADDRESS:

DATE	STOCK NO.	SALESMAN
07/18/2017	**COCOA**	**Tonjai Gaffney**

	DESCRIPTION	SALE	
1	LIST PRICE OF VEHICLE	**12,900**	**00**
2	TOTAL ACCESSORIES *SEE MEMO		
3	TOTAL LIST PRICE OF VEHICLE & ACC.	**12,900**	**00**
4	TRADE-IN ALLOWANCE OR DISCOUNT NET		
5	DIFFERENCE TO BE PAID BY CUSTOMER	**12,900**	**00**
6	CUSTOMER SERVICES		
7	TOTAL TAXABLE SALE	**12,900**	**00**
8	SALES TAX		
9	LUXURY TAX		
10	**SUBTOTAL**	**12,900**	**00**
11	PAYOFF ON TRADE		
12	GMVWRA		
13	TITLE		
14	OTHER (SPECIFY) A:		
15	**TOTAL CASH PRICE**	**12,900**	**00**
16	SERVICE CONTRACT (ESP. OR EASYCARE)		
17	TERM **1** MOS. **5,000** MILES		
18	GAP INSURANCE		
19	LIFE PREMIUM		
20	A&H PREMIUM		
21	VSI		
22	OTHER (SPECIFY) B:		
23	FINANCE CHARGE	**12,900**	**00**
24	**TOTAL UNPAID BALANCE**		
25	DEPOSIT		
26	REBATE		
27	CASH ON DELIVERY		
28	AMOUNT PAID BY OTHERS		
29	OTHER (SPECIFY) C:		
30	SUMMARY **TOTAL PAID**		
31			
	TOTAL OF PAYMENTS		
32	**1** MONTHS @ $ **12,900.00**		
33	**TOTAL TIME PRICE**	**12,900**	**00**
34	**ANNUAL PERCENTAGE RATE**		**%**

RESIDENCE PHONE	BUSINESS PHONE

NEW/USED	YEAR	MAKE	MODEL
NEW USED	**2008**	**Ford**	**E-350 Super Duty**

BODY TYPE	COLOR
XL Wagon	

VIN #	MILEAGE
1FBSS31LX8DA19998	**78178**

KEY # FA:	FB:	KIS:

LIENHOLDER:

USED VEHICLE TRADED

YEAR	MAKE	MODEL	BODY TYPE

VIN #	MILEAGE	COLOR

TRADE-IN
LIENHOLDER:

MEMO

DISCLAIMER OF WARRANTIES

THE SELLER, VIDALIA FORD LINCOLN, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND VIDALIA FORD LINCOLN NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE.

PURCHASER'S SIGNATURE _____

CONDITIONAL SALES CONTRACT

I HEREBY AGREE THAT ANY STATEMENT MADE BY A SALESMAN OR AGENT OF SAID COMPANY, UNLESS EXPRESSED IN THIS AGREEMENT, SHALL NOT BE BINDING UPON SAID COMPANY. IT IS UNDERSTOOD BY ME THAT THE COMPANY DOES NOT GUARANTEE THE CORRECTNESS OF THE SPEEDOMETER READING, GAS MILEAGE OR MODEL OF SAID CAR, AND I DO ACCEPT SAID CAR IN ITS PRESENT MECHANICAL CONDITION.

IT IS AGREED THAT THE TITLE OF OWNERSHIP OF SAID CAR ABOVE DESCRIBED DOES NOT PASS TO ME UNTIL THE FINAL CASH PAYMENT IS MADE

AS A PART OF THE CONSIDERATION OF SAID CAR WHICH I AM PURCHASING FROM SAID COMPANY, I CERTIFY AND REPRESENT THAT THE CAR I AM TRADING IN, IS FREE FROM ALL ENCUMBRANCES WHATSOEVER, EXCEPT THOSE SHOWN HEREIN, AND THAT I AM THE LEGAL OWNER OF THE SAME AND HAVE THE LEGAL RIGHT TO SELL THE SAME, AND THAT I AM EIGHTEEN YEARS OF AGE.

IT IS UNDERSTOOD THAT THE ABOVE SALE IS MADE SUBJECT TO APPROVAL BY AN OFFICER OF SAID COMPANY AND SUBJECT TO MY CREDIT AS A PURCHASER, BEING APPROVED BY THE FINANCE COMPANY THROUGH WHOM THE SAME IS TO BE FINANCED.

WITH RESPECT TO THE VEHICLE SOLD UNDER THIS AGREEMENT, SELLER MAKES NO WARRANTY OF MERCHANTABILITY, NO WARRANTY THAT IT IS FIT FOR ANY PARTICULAR PURPOSE AND NO EXPRESS WARRANTY EXCEPT AS OTHERWISE STATED HEREIN.

"The information you see on the window form for this vehicle is part of this contract. Information in the window form overrides any contrary provisions in the contract of sale."

REMARKS _____

THIS WILL CERTIFY THAT I HAVE THIS DAY PURCHASED FROM VIDALIA FORD LINCOLN THE AUTOMOBILE HEREINAFTER DESCRIBED UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH.

PURCHASER _____

WITNESS _____

Legislation Details (With Text)

File #:	17-324	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	7/18/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Consider approval of a multi-year contract between the United States Post Office and the City of Cocoa for renewal of the post office mailbox for receiving utility payments by mail for September 1, 2017, through August 31, 2018, pending approval of the FY2018 Budget, and four additional fiscal years FY2018, FY2019, FY2020, and FY2021.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	USPS PO Box Rental Application Redacted				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 18, 2017
Agenda Date: August 8, 2017
Prepared By: Jessica Dovale, Utility Customer Service Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Consider approval of a multi-year contract between the United States Post Office and the City of Cocoa for renewal of the post office mailbox for receiving utility payments by mail for September 1, 2017, through August 31, 2018, pending approval of the FY2018 Budget, and four additional fiscal years FY2018, FY2019, FY2020, and FY2021.

BACKGROUND:

Staff desires the annual renewal of the rental agreement to provide a post office mailbox for receiving utility payments by mail. This is a multi-year contract that begins on September 1, 2017 and ends on August 30, 2018.

Staff is requesting Council's approval of this multi-year contract for four additional years pending final approval of the City of Cocoa's budget in each respective fiscal year.

September 1, 2018 and ends on August 30, 2019 - FY2018.
September 1, 2019 and ends on August 30, 2020 - FY2019.
September 1, 2020 and ends on August 30, 2021 - FY2020.
September 1, 2021 and ends on August 30, 2022 - FY2021.

It is anticipated there may be a minimal rate increase on the rental renewal each year. If approved,

the appropriate amount will be budgeted each subsequent fiscal year.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

This is a Multi-Year Contract

Budgeted - Yes

FY2017 (September 1, 2017 and ends on August 30, 2018)

Amount Requested	$520
Account Number	001-1510-536.44-00
Account Name	Rental and Leases

FUTURE FISCAL YEAR IMPACTS:

FY2018 (September 1, 2018 and ends on August 30, 2019)

Amount Requested	$540
Account Number	001-1510-536.44-00
Account Name	Rental and Leases

FY2019 (September 1, 2019 and ends on August 30, 2020)

Amount Requested	$560
Account Number	001-1510-536.44-00
Account Name	Rental and Leases

FY2020 (September 1, 2020 and ends on August 30, 2021)

Amount Requested	$580
Account Number	001-1510-536.44-00
Account Name	Rental and Leases

FY2021 (September 1, 2021 and ends on August 30, 2022)

Amount Requested	$600
Account Number	001-1510-536.44-00
Account Name	Rental and Leases

TOTAL COST FOR MULTI YEAR CONTRACT: $ 2,800.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Consider approval of a multi-year contract between the United States Post Office and the City of Cocoa for renewal of the post office mailbox for receiving utility payments by mail for September 1, 2017, through August 31, 2018, pending approval of the FY2018 Budget, and four additional fiscal years FY2018, FY2019, FY2020, and FY2021.

Application for Post Office Box or Caller Service – Part 1

Customer: Complete Items 1, 3-6, 14-16, and 18-19. Post Office: Complete Items 2, 7-13, 17 and 20.

1. Name(s) to Which Box Number(s) Is (are) Assigned
City of Cocoa

2. Box or Caller Numbers
1270
_____ through _____

3. Name of Person Applying, Title *(if representing an organization)*, and Name of Organization *(If Different From Item 1)*
Lora Howell, Utility Accounting Manager

4a. Will This Box Be Used for:
☒ Organization/Business Use
☐ Residential/Personal Use *(Required)*

4b. Email Address *(Optional)*
lhowell@cocoafl.org

5. Address *(Number, street, apt. no., city, state, and ZIP Code™)*. When address changes, cross out address here and put new address on back.
65 STONE ST Cocoa, FL. 32922

6. Telephone Number *(Include area code)*
321-433-8422

7. Date Application Received
3/14/11

8. Box Size Needed
BX 14

9. ID and Physical Address Verified by *(Initials)*

10. Dates of Service
_____ through _____

11. Two types of identification are required. One must contain a photograph of the adressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. Write in identifying information. Subject to verification.

12. Check Eligibility for Carrier Delivery
☐ a. City ☐ b. Rural ☐ c. HCR ☐ d. None

13. Service assigned
☐ a. Box ☐ b. Caller ☐ c. Reserve No.

14. List name(s) of minors or names of other persons receiving mail in individual box. Other persons must present two forms of valid ID. If applicant is a firm, name each member receiving mail. Each member must have verifiable ID upon request. *(Continue on reverse side.)*

WARNING: The furnishing of false or misleading information on this form or omission of information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties.) (18 U.S.C. 1001)

15. Signature of Applicant *(Same as Item 3)*. I agree to comply with all Postal Service® rules regarding Post Office box or caller services.
Lora Howell

Use a separate form for each number or consecutive group of numbers, and type of service. File part 1 alphabetically by customer's name.

PS Form **1093**, July 2007 *(Page 1 of 2)* (PSN 7530-02-000-7165)

Application for Post Office™ Box or Caller Service – Part 2

Special Orders

16. Postmaster: The following named persons or representatives of the organization listed below are authorized to accept mail addressed to this (these) Post Office box(es) or caller number(s). All names listed must have verifiable ID. *(Continue on reverse side.)*

a. Name of Box Customer *(Same as Item 1)*

b. Name(s) of Applicant(s) *(Same as Item 3)*
Lora Howell Bethan. Farley

c. Other Authorized Representative
Hans Holtkamp
Martha Charvet

d. Other Authorized Representative
Tim Gaboll
Tracy Ballington

Customer Note:
The Postal Service® may consider it valid evidence that a person is authorized to remove mail from the box if that person possesses a key or combination to the box.

20. Post Office Date Stamp
COCOA FL MAR 15 2011 32922

17. Box or Caller Number to Which This Card Applies
1270

18. Will this box be used for Express Mail® reshipment? *(Check one)*
a. Yes ☐ b. No ☐

WARNING: The furnishing of false or misleading information on this form or omission of material may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties.) (18 U.S.C. 1001)

19. Signature of Applicant *(Same as Item 3)*. I agree to comply with all Postal Service® rules regarding Post Office box or caller services.
Lora Howell

Use a separate form for each number or consecutive group of numbers, and type of service. File part 2 by box or caller number.

PS Form **1093**, July 2007 *(Detached from Page 1 of 2)* (PSN 7530-02-000-7165)

Legislation Details (With Text)

File #:	17-326	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/19/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	June 2017 Fire Incident Summary Report. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fire Incident Summary Report June 2017 (003).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 19, 2017
Agenda Date: July 25, 2017
Prepared By: Jonathan D. Lamm, Deputy Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Enter text here

BACKGROUND:

Fire Incident Summary Report for June 2017

STRATEGIC PLAN CONNECTION:

Public Safety-Enhancing the public awareness to the calls for service provided by the Cocoa Fire Department for the month of June.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

Fire Incident Summary Report

Print Date/Time: 07/19/2017 07:47
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 06/01/2017
To Date: 06/30/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

General Information

Total Number of Calls	**Fire:**	8	**EMS:**	282	**Unknown:**	28	**All**	424
Average Calls per Day	**Fire:**	0.28	**EMS:**	9.72	**All:**	14.62		
Total Number of Arson Calls	**All:**	1						
Estimated Dollar Loss	**Fire:**	$4,500.00	**Other:**	$0.00	**All:**	$4,500.00	**Arson:**	$0.00
Estimated Value	**Fire:**	$85,000.00	**Other:**	$0.00	**All:**	$85,000.00	**Arson:**	$0.00
Percentage Saved	**Fire:**	9,500.00%	**Other:**	0.00%	**All:**	9,500.00%	**Arson:**	0.00%
Total Injuries	**Fire Service:**	0	**Civilian Fire:**	0	**EMS:**	0	**Arson:**	0
Total Fatalities	**Fire Service:**	0	**Civilian Fire:**	0	**Arson:**	0		
Total Apparatus Responses	**All:**	484						
Average Responses per Day	**All:**	14.62						
Average Apparatus per Call	**Fire:**	2.25	**EMS:**	1.09	**All:**	1.14		
Average Turnout Time	**All:**	00:02:03						
Average Response Time	**All:**	00:04:35						
Average Contain Time	**All:**	00:04:25						
Average Total Time	**All:**	00:15:49						
Average Personnel per Call	**Fire:**	5.13	**EMS:**	3.11	**All:**	3.13		
Total Aid Given Calls	**All:**	62						
Total Aid Received Calls	**All:**	9						

Total Calls By Incident Group	Count	Average Response Time	Aid Given
100 - 199 Fire	8	00:05:08	3
200 - 299 Overpressure rupture, explosion, overheat - No fire	0		0
300 - 399 Rescue AND Emergency Medical Service incidents	282	00:04:21	32
400 - 499 Hazardous Conditions(No Fire)	7	00:04:00	0
500 - 599 Service Call	16	00:04:39	1
600 - 699 Good Intent Call	68	00:06:16	24
700 - 799 False Alarm AND False Call	14	00:05:21	1
800 - 899 Severe Weather & Natural Disaster	0		0
900 - 999 Special Incident Type	1	00:05:28	1

Fire Incident Summary Report

Print Date/Time: 07/19/2017 07:47
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 06/01/2017
To Date: 06/30/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

Total Calls By Incident Type	Count	Aid Given	Aid Received
100 100 Fire, other	1	1	0
110 110 Structure fire, other (conversion only)	3	2	1
113 113 Cooking fire, confined to container	1	0	0
118 118 Trash or rubbish fire, contained	2	0	0
151 151 Outside rubbish, trash or waste fire	1	0	1
311 311 Medical assist, assist EMS crew	1	0	0
320 320 Emergency medical service, other (conversion only)	2	0	0
321 3213 Invalid Assist	9	0	0
321 3212 BLS Medical	177	23	5
321 3211 ALS Medical	73	8	0
322 3222 Vehicle Accident w/inj BLS	5	0	0
322 3221 Vehicle Accident w/inj ALS	1	1	0
322 322 Motor vehicle accident with injuries	2	0	0
323 323 Motor vehicle/pedestrian accident (MV Ped)	1	0	0
324 324 Motor vehicle accident with no injuries.	10	0	0
353 353 Removal of victim(s) from stalled elevator	1	0	0
400 400 Hazardous condition, other	1	0	0
411 411 Gasoline or other flammable liquid spill	1	0	0
412 412 Gas leak (natural gas or LPG)	2	0	0
413 413 Oil or other combustible liquid spill	1	0	0
444 444 Power line down	2	0	0
520 520 Water problem, other	1	1	0
542 542 Animal rescue	1	0	0
550 550 Public service assistance, other	4	0	0
551 551 Assist police or other governmental agency	1	0	0
552 552 Police matter	5	0	0
553 553 Public service	1	0	0
554 554 Assist invalid	3	0	0
600 600 Good intent call, other	3	1	0
611 611 Dispatched & canceled en route	43	20	1
622 622 No incident found on arrival at dispatch address	21	3	0
651 651 Smoke scare, odor of smoke	1	0	0
700 700 False alarm or false call, other	4	0	1
733 733 Smoke detector activation due to malfunction	2	0	0
735 735 Alarm system sounded due to malfunction	3	0	0
740 740 Unintentional transmission of alarm, other	1	0	0
743 743 Smoke detector activation, no fire - unintentional	1	0	0
745 745 Alarm system activation, no fire - unintentional	3	1	0
911 911 Citizen complaint	1	1	0

Fire Incident Summary Report

Print Date/Time: 07/19/2017 07:47
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 06/01/2017
To Date: 06/30/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

Total Calls By Property Use	Count	Arson

Total Calls By Station	Count	Aid Given
31	93	4
32	175	42
33	155	16

Total Calls By Shift	Count
A-Shift	118
B-Shift	128
C-Shift	136

Apparatus Totals

Apparatus	Responses	Average per Day
AA	24	0.83
D30	32	1.10
E30	6	0.21
E31	37	1.28
E32	182	6.28
E33	132	4.55
F01	1	0.03
F02	4	0.14
MRV1	8	0.28
S30	6	0.21
TWR31	63	2.17

Legislation Details (With Text)

File #:	17-334	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/25/2017			**In control:**	City Council
On agenda:	8/8/2017			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for Council Information. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Mar 2017 Council Report by District April 2017 Council Report by District				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 25, 2017
Agenda Date: August 8, 2017
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event Statistics for Council Information

BACKGROUND:

Council requested a monthly breakdown of event statistics by District. This report illustrates total incidents, reports written and Patrol checks. It also shows incidents and case reports by shift, hour of the day and the total crime that are Uniform Crime reportable. Attached are the March 2017 and April 2017 reports.

STRATEGIC PLAN CONNECTION:

Crime

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information

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Cocoa Police Department

Council Report

March 2017

Prepared by Dailaity Henson

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Incidents and Case Reports by Hour 11
Total UCR Offenses by Month – 2017 ,2016, & 2015 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

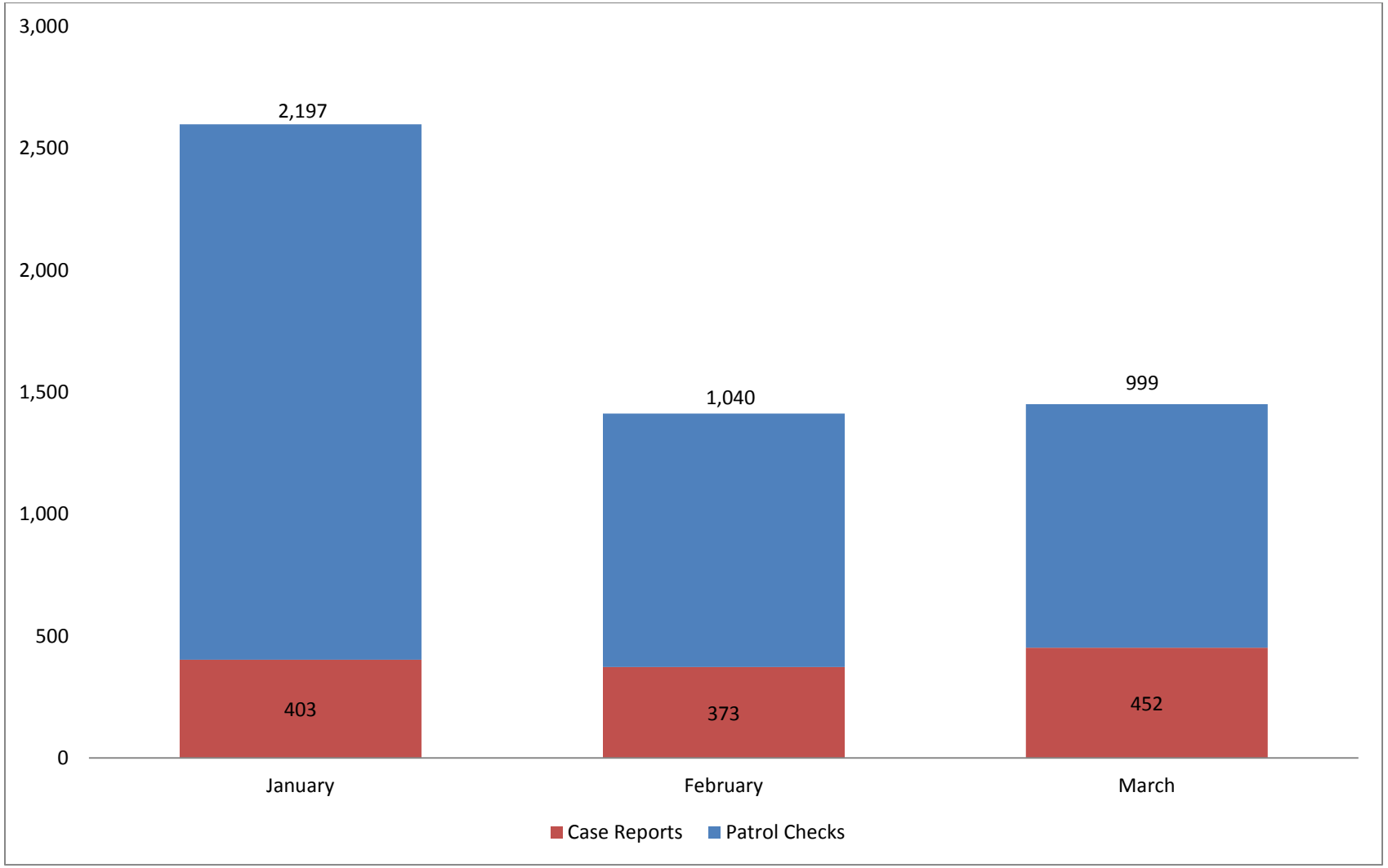
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for March 2017. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2015, 2016 and 2017.

- 4,018 incidents
- 452 Case Reports (11% of incidents)
    - 271 Criminal Case Reports (60% of all case reports)
    - 181 Non-Criminal Case Reports (40% of case reports)
    - 104 Criminal Case Reports were closed by Arrests/Capias Requests (38% of criminal case reports)
    - 15 Non-Criminal Case Reports were closed by Arrests/Capias Request (8% of non-criminal cases reports)
- 1,951 incidents were initiated by police officers (49%)
- District 2 experienced the most cases with a total of 171
- District 3 experienced the fewest cases with a total of 49
- Robbery Offenses have ***decreased*** by a 25% from the previous month
- Burglary Offenses have ***increaded*** by a 100% from the previous month
- Assaults Offenses have ***increased*** by 33% from the previous month
- Overall, UCR offenses have ***increased*** from the previous month by an 24%

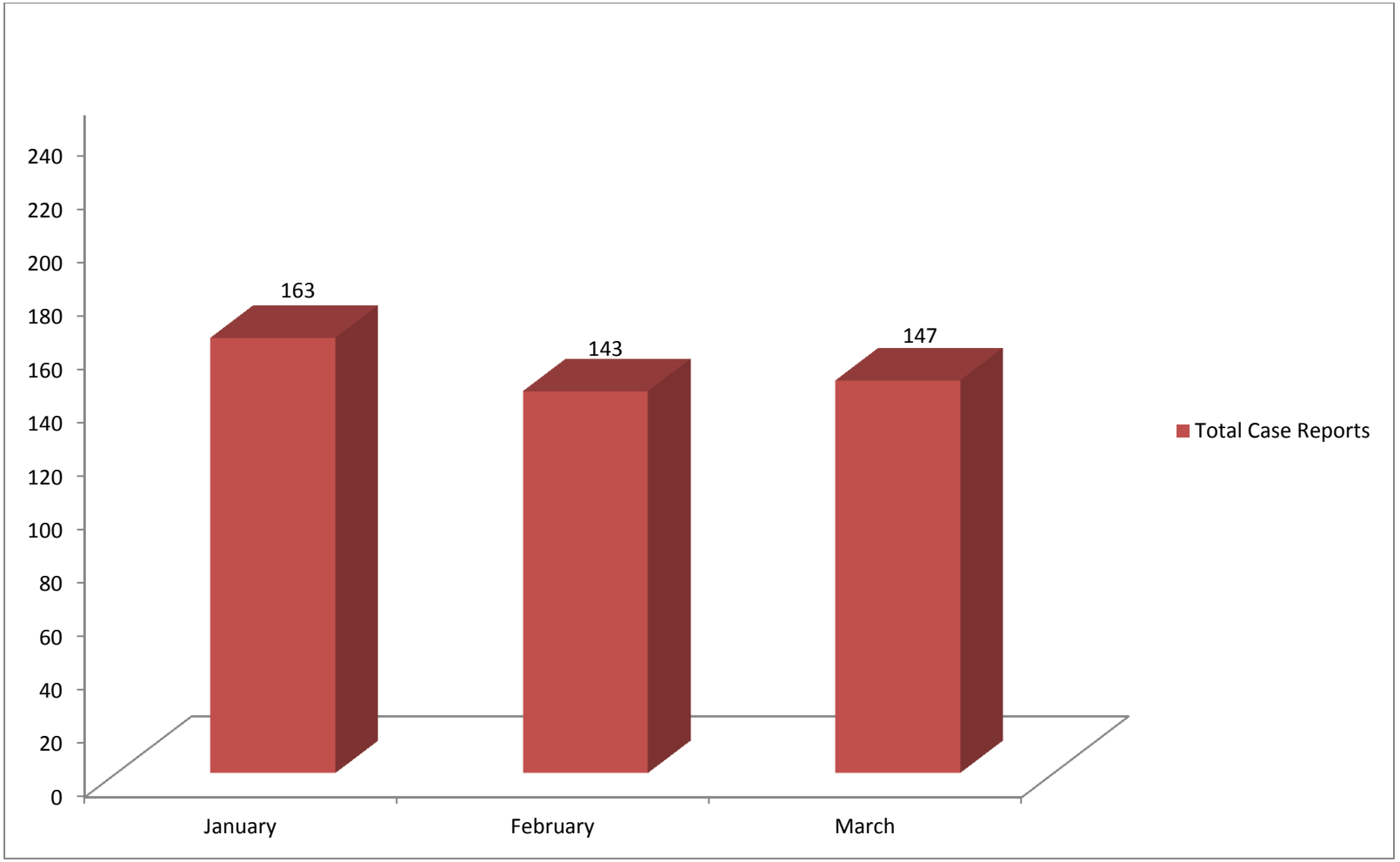
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



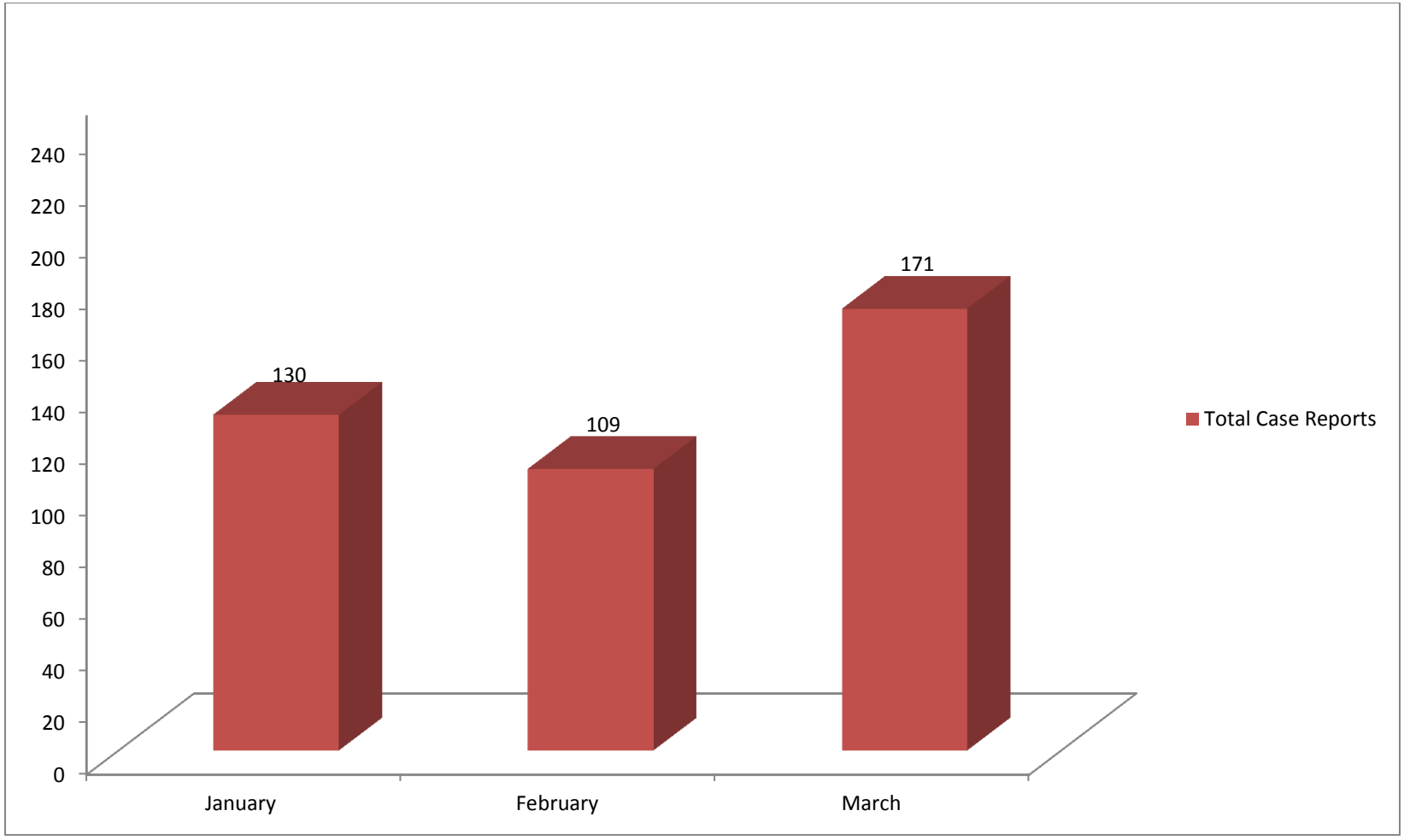
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



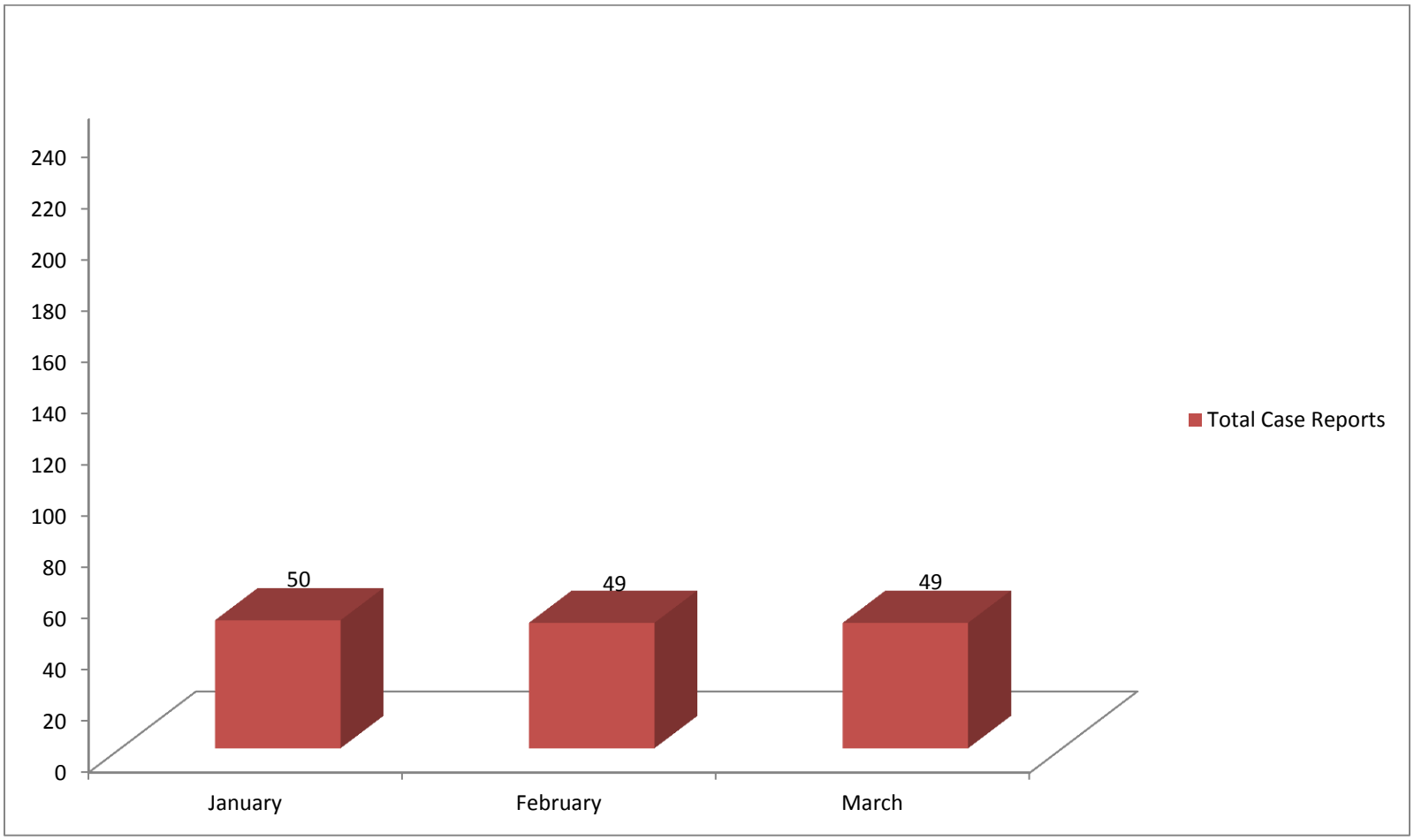
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



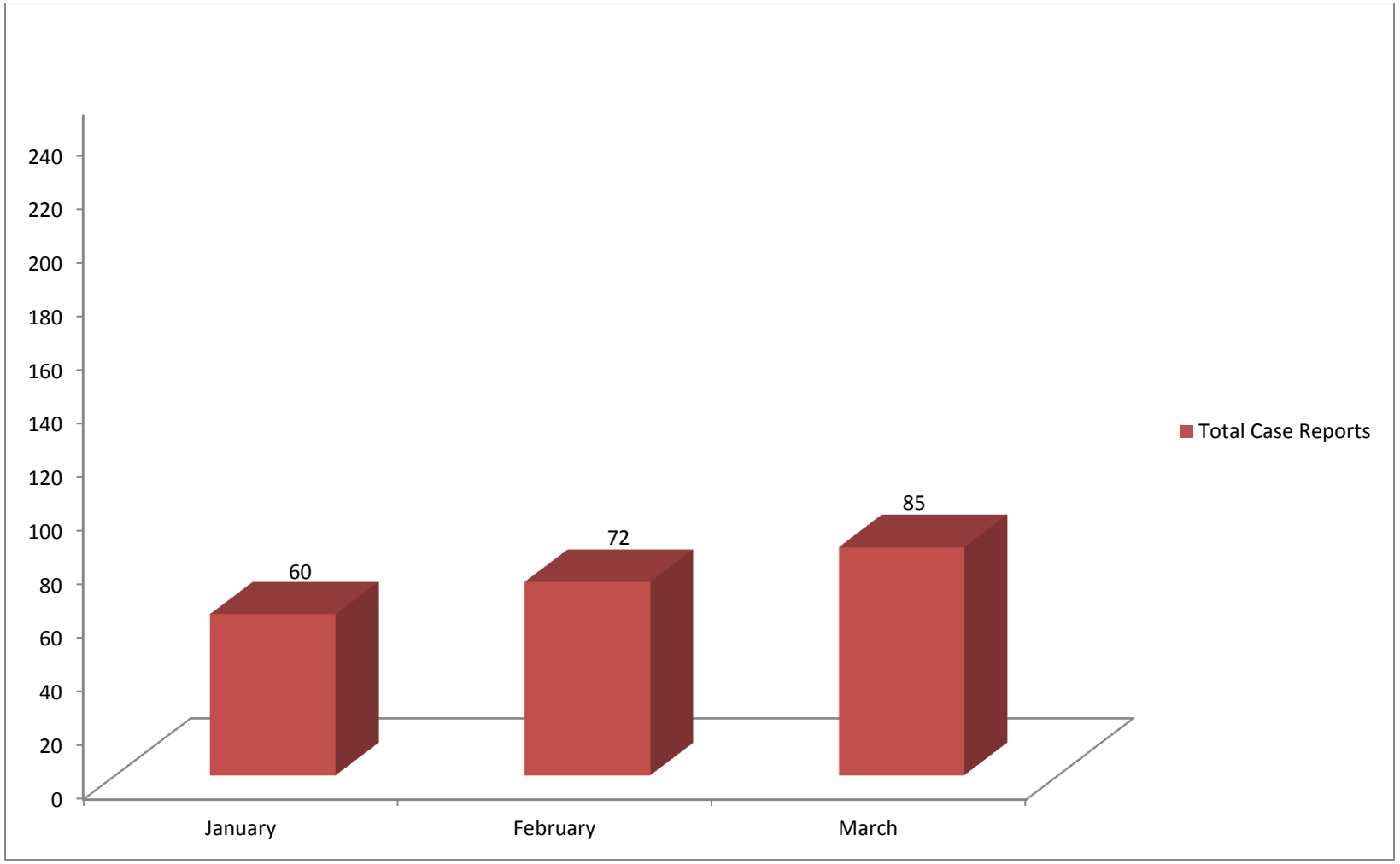
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

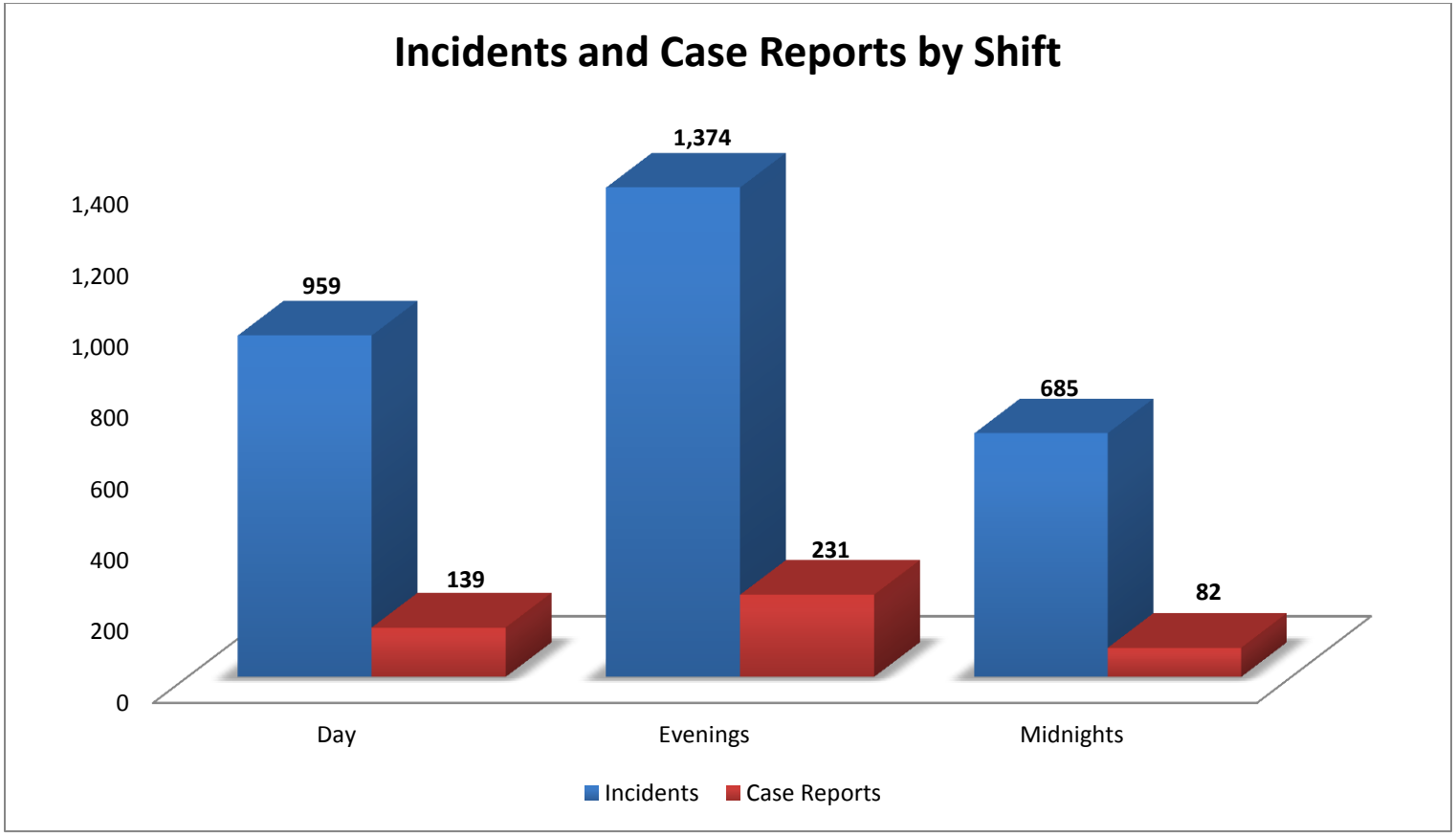
The table below illustrates the total of Incidents and Cases from March 1, 2017 thought March 31, 2017 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	63	18
900 Friday Rd	48	1
1407 Dixon Blvd	33	19
1514 Clearlake Rd	25	8
1080 N. Fiske	12	8
1010 N. Fiske Blvd	7	3
800 N. Fiske	6	3
1524 Clearlake Rd	6	0
TOTAL	**200**	**60**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



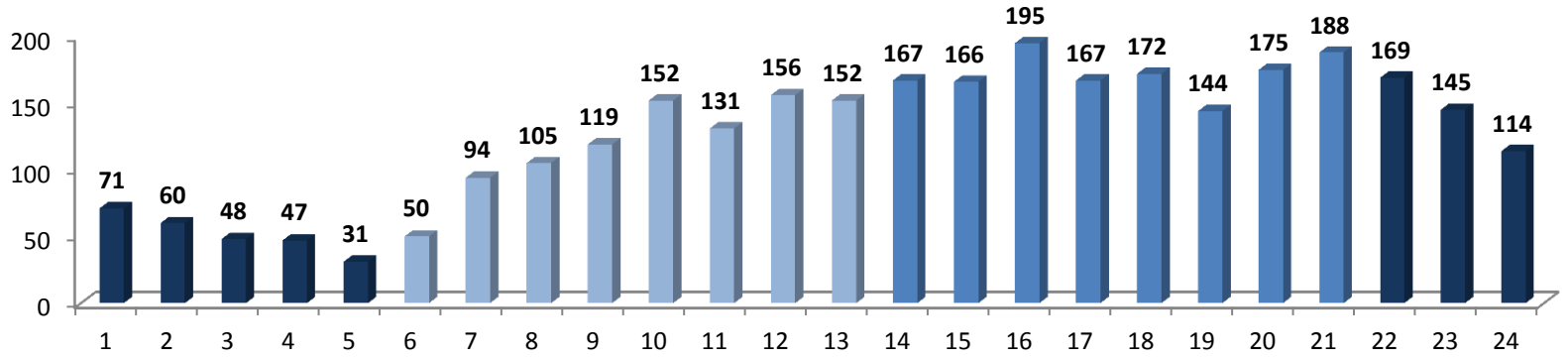
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

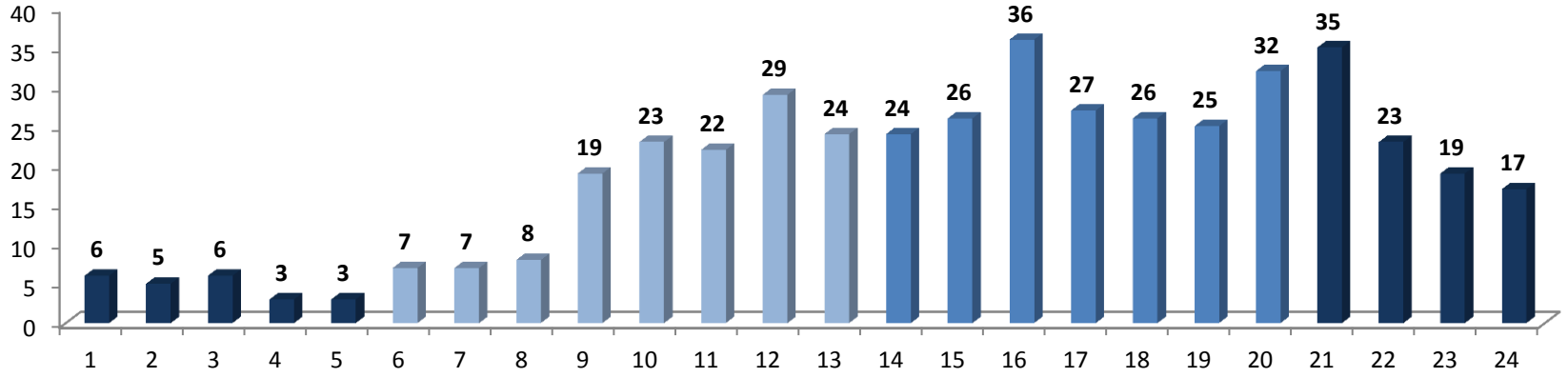
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day including Patrol Checks.

Incidents by Hour

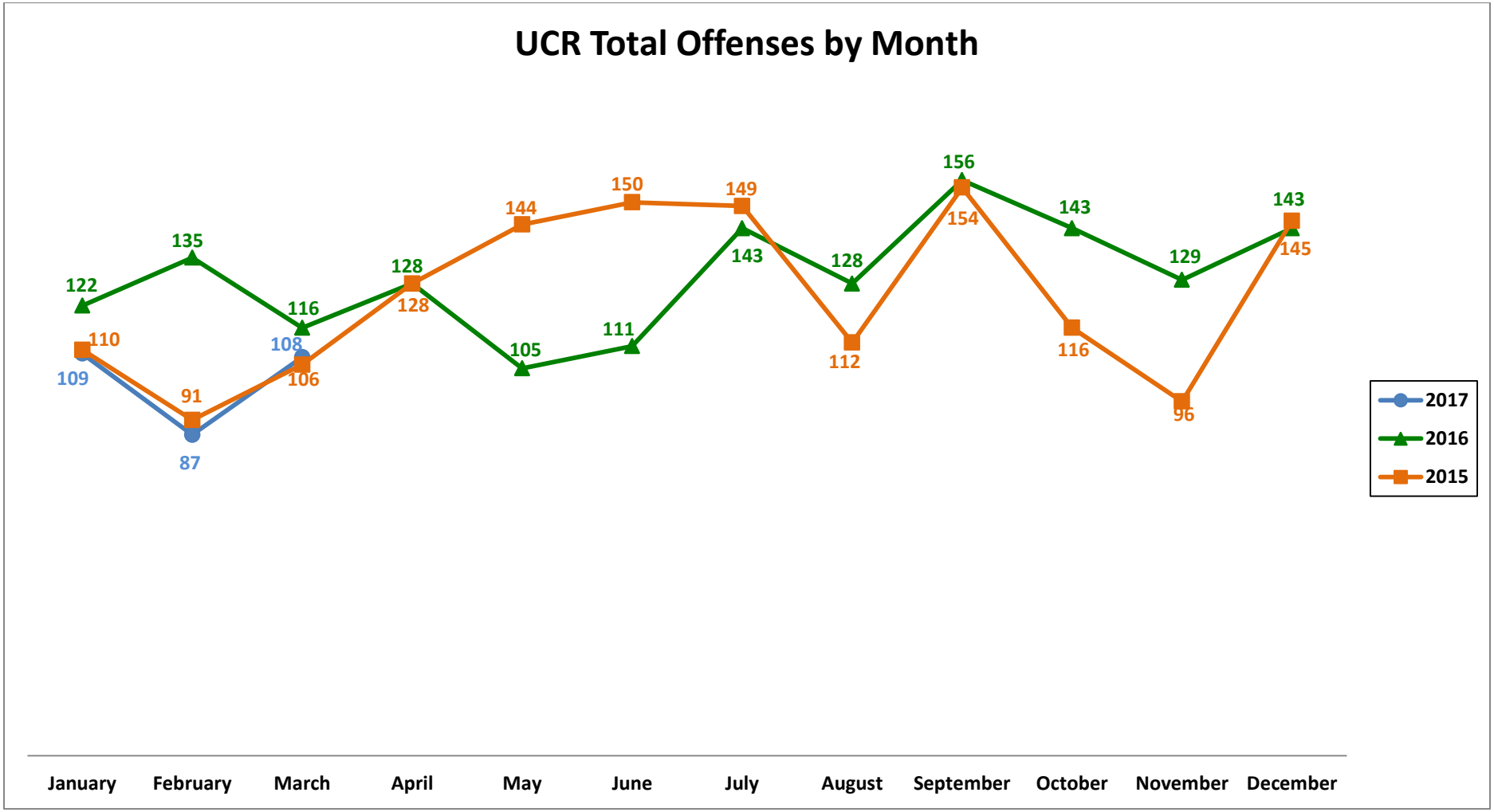


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2017, 2016 & 2015



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2017 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department
Council Report

April 2017

Prepared by Dailaity Henson

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Originator: Dalaity Henson, Law Enforcement Analyst

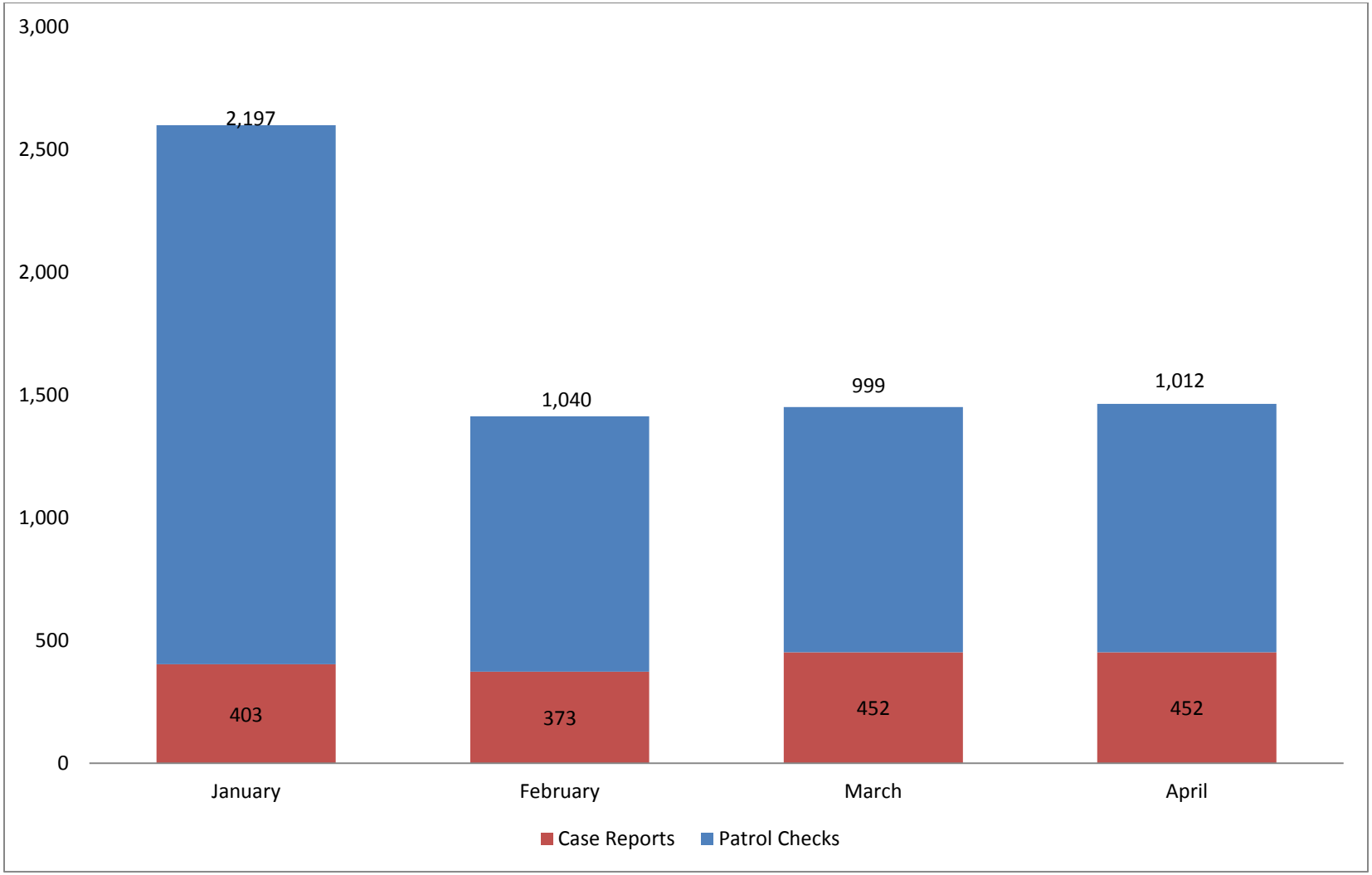
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for April 2017. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2015, 2016 and 2017.

- 4,113 incidents
- 452 Case Reports (11% of incidents)
  - 273 Criminal Case Reports (60% of all case reports)
  - 177 Non-Criminal Case Reports (39% of case reports)
  - 116 Criminal Case Reports were closed by Arrests/Capias Requests (25% of criminal case reports)
  - 9 Non-Criminal Case Reports were closed by Arrests/Capias Request (2% of non-criminal cases reports)
- 2,234 incidents were initiated by police officers (54%)
- District 1 experienced the most cases with a total of 165
- District 3 experienced the fewest cases with a total of 43
- Stolen Vehicle Offenses have ***decreased*** by a 29% from the previous month
- Burglary Offenses have ***decreased*** by a 35% from the previous month
- Larceny Offenses have ***increased*** by 23% from the previous month
- Overall, UCR offenses have ***increased*** from the previous month by an 12%

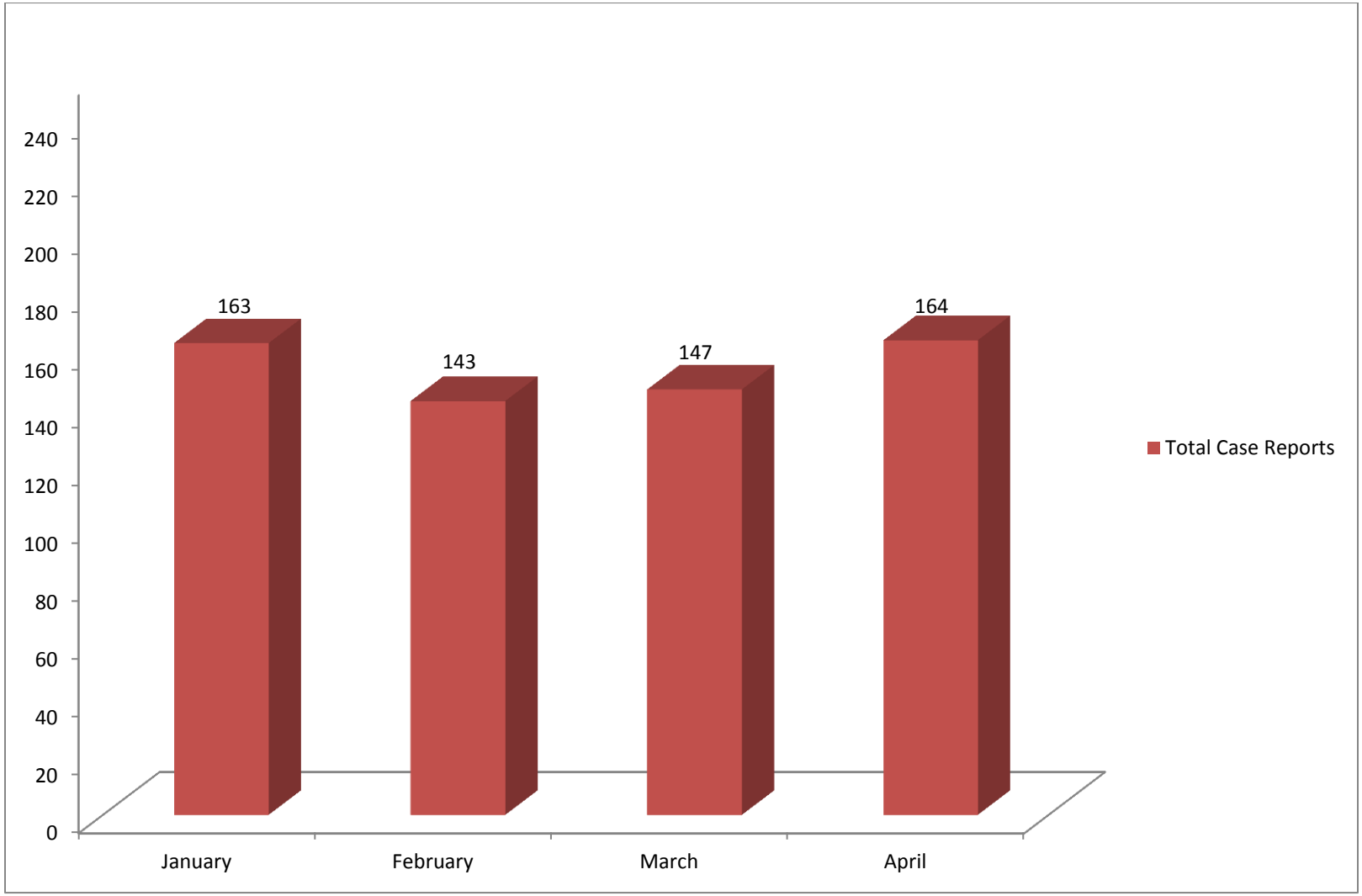
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



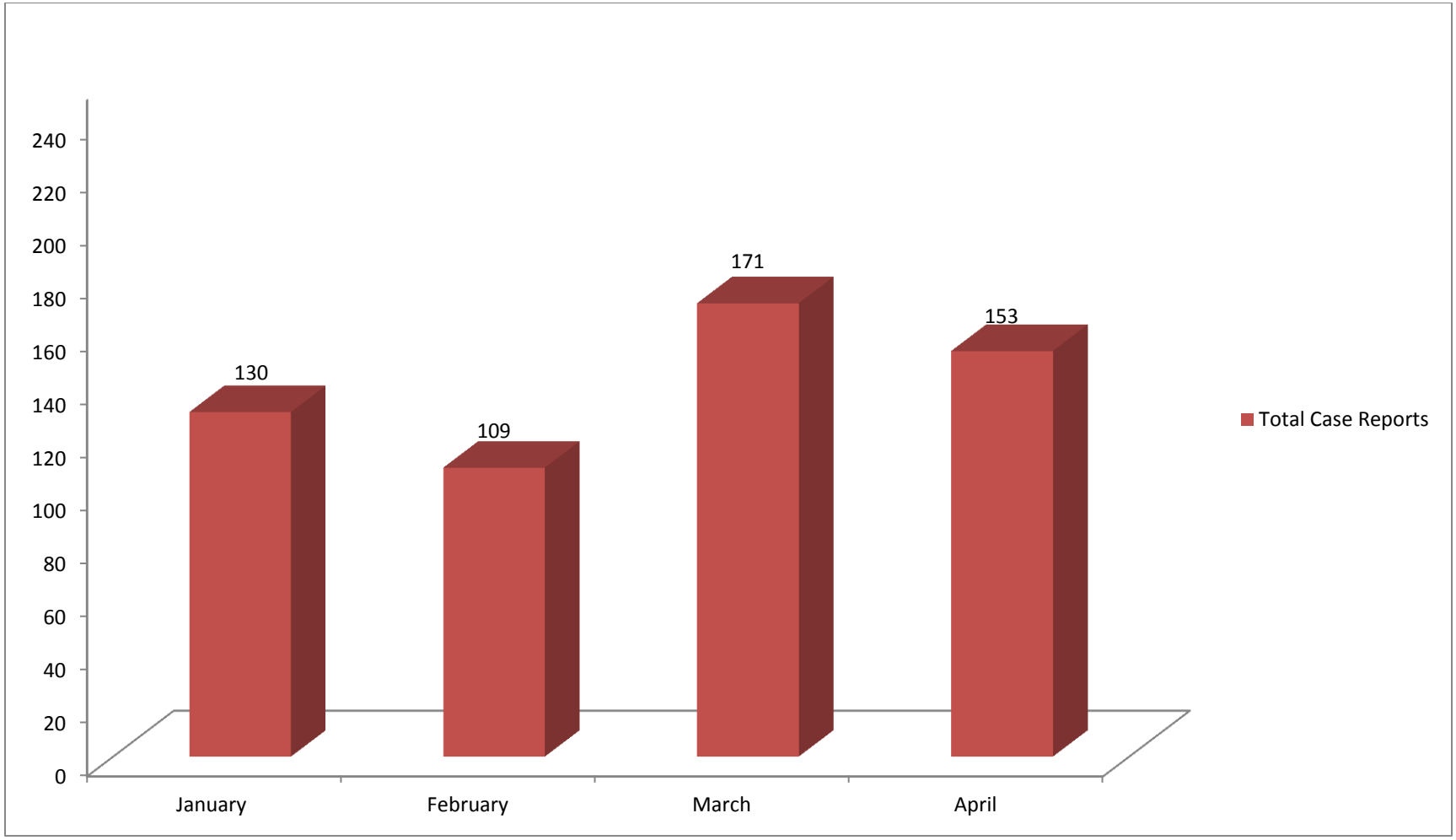
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



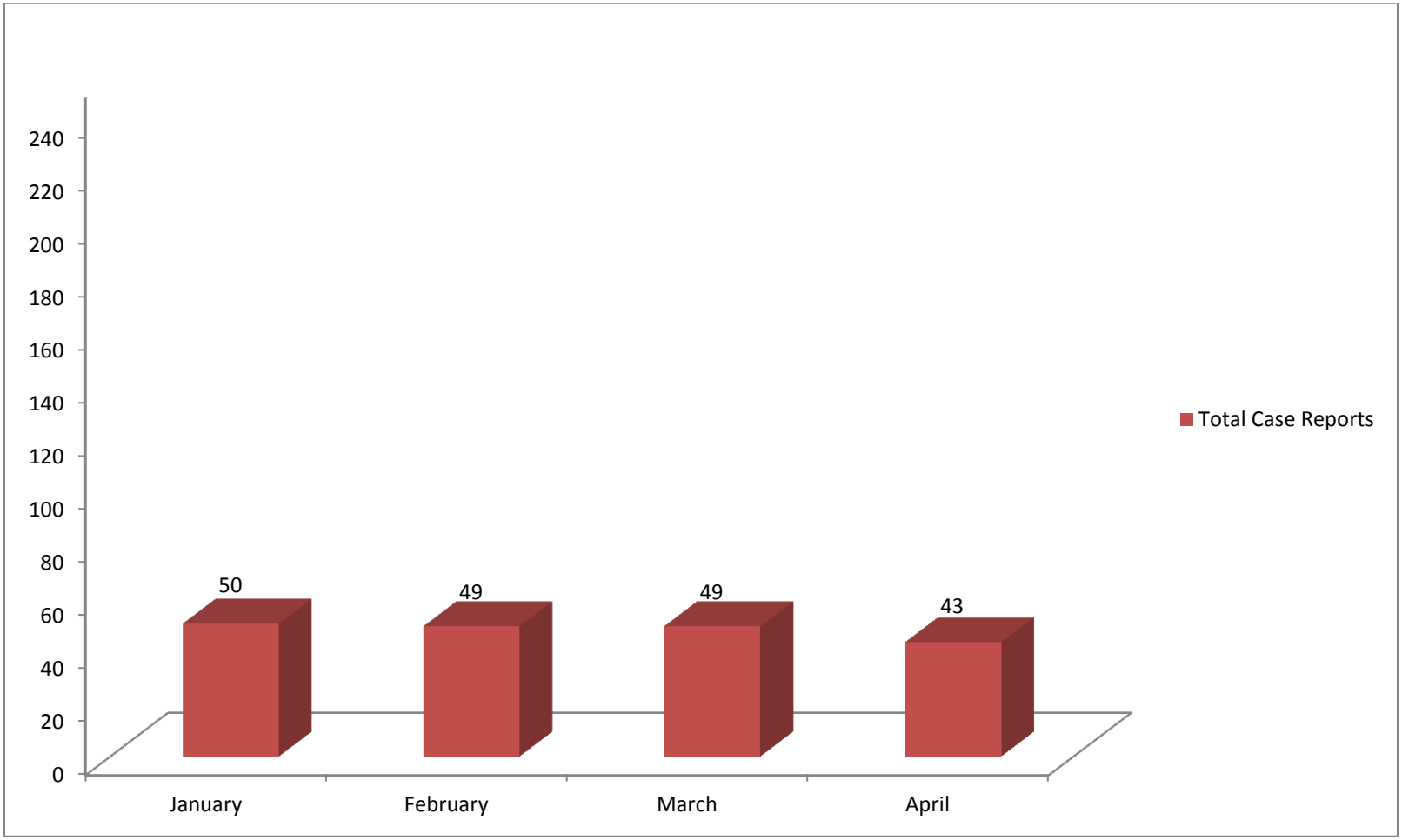
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



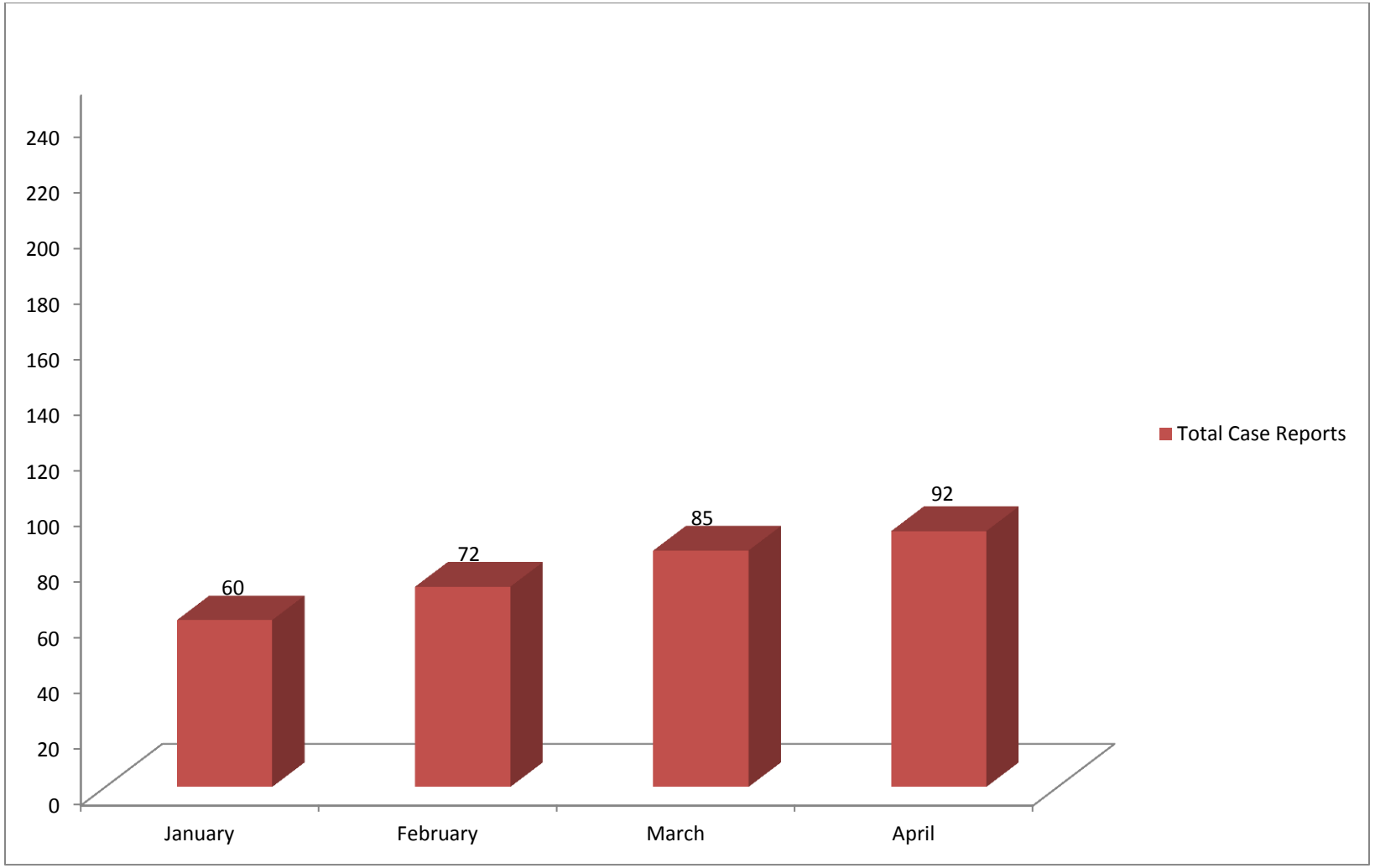
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

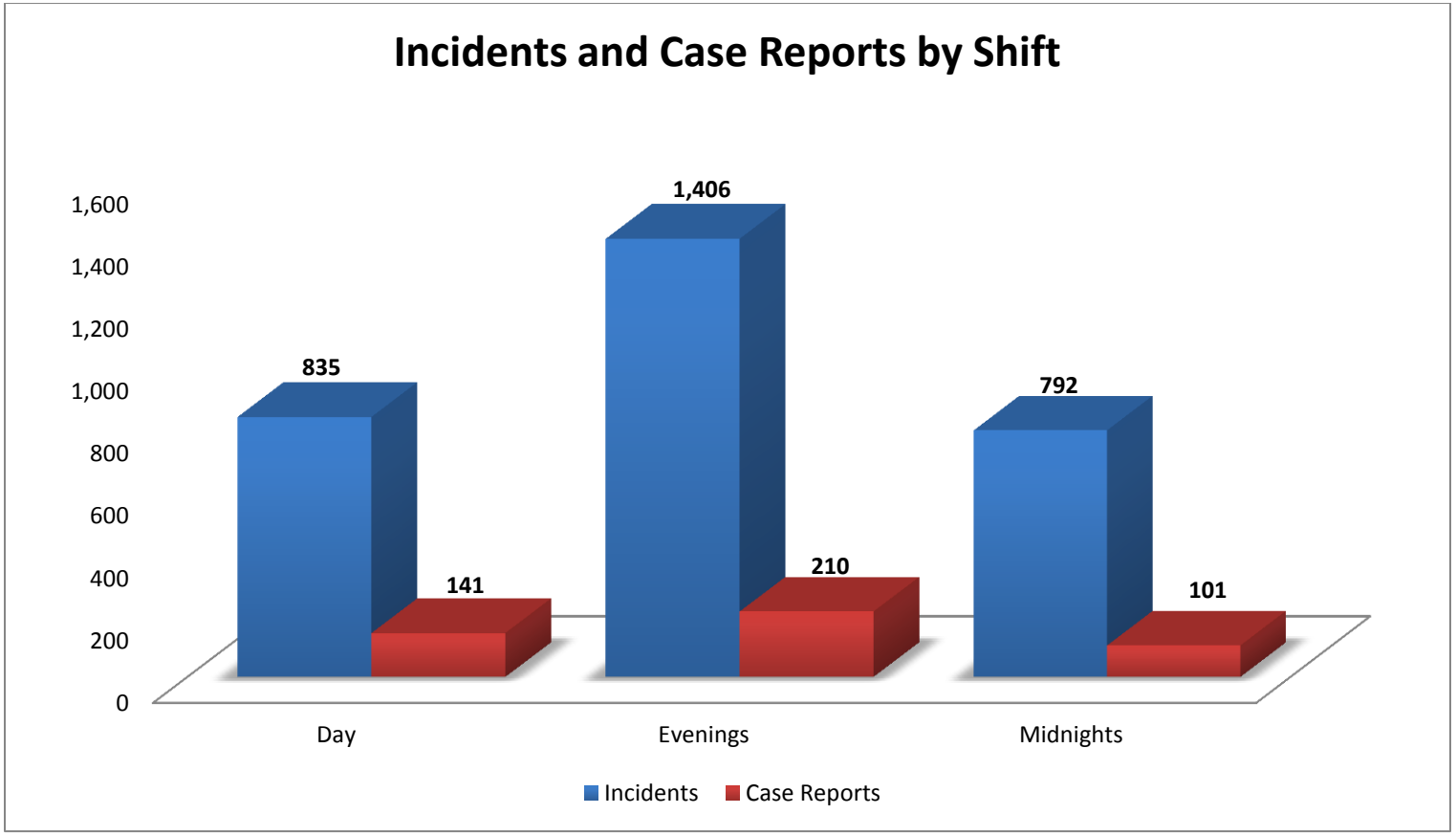
The table below illustrates the total of Incidents and Cases from April 1, 2017 thought April 30, 2017 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	66	21
1407 Dixon Blvd	66	30
800 N. Fiske	31	8
1514 Clearlake Rd	25	8
900 Friday Rd	20	2
1080 N. Fiske	20	6
1010 N. Fiske Blvd	14	3
1524 Clearlake Rd	5	1
TOTAL	**247**	**79**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



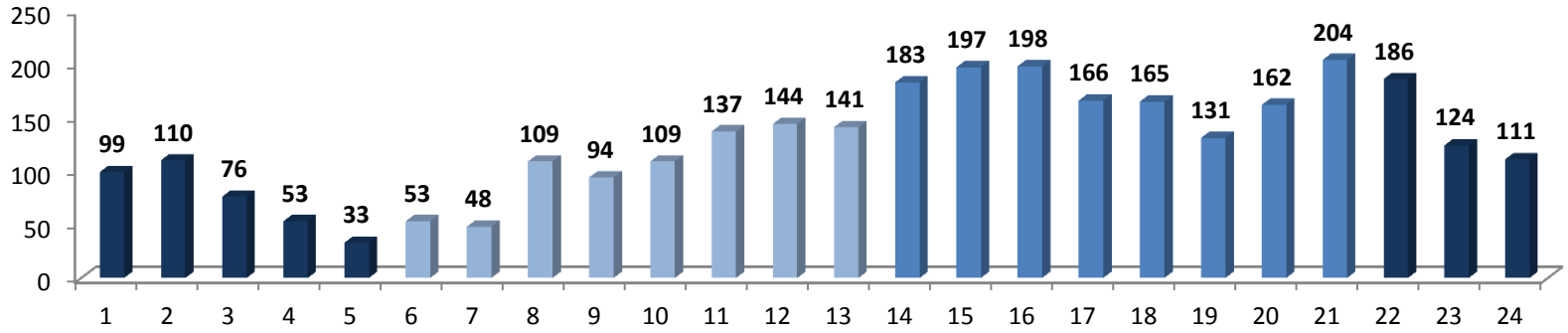
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

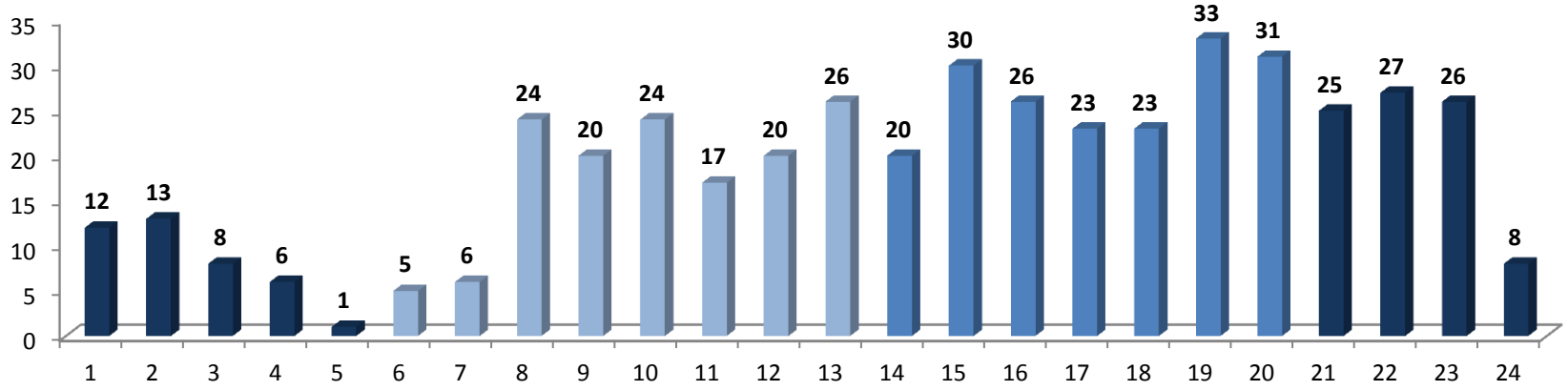
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day including Patrol Checks.

Incidents by Hour

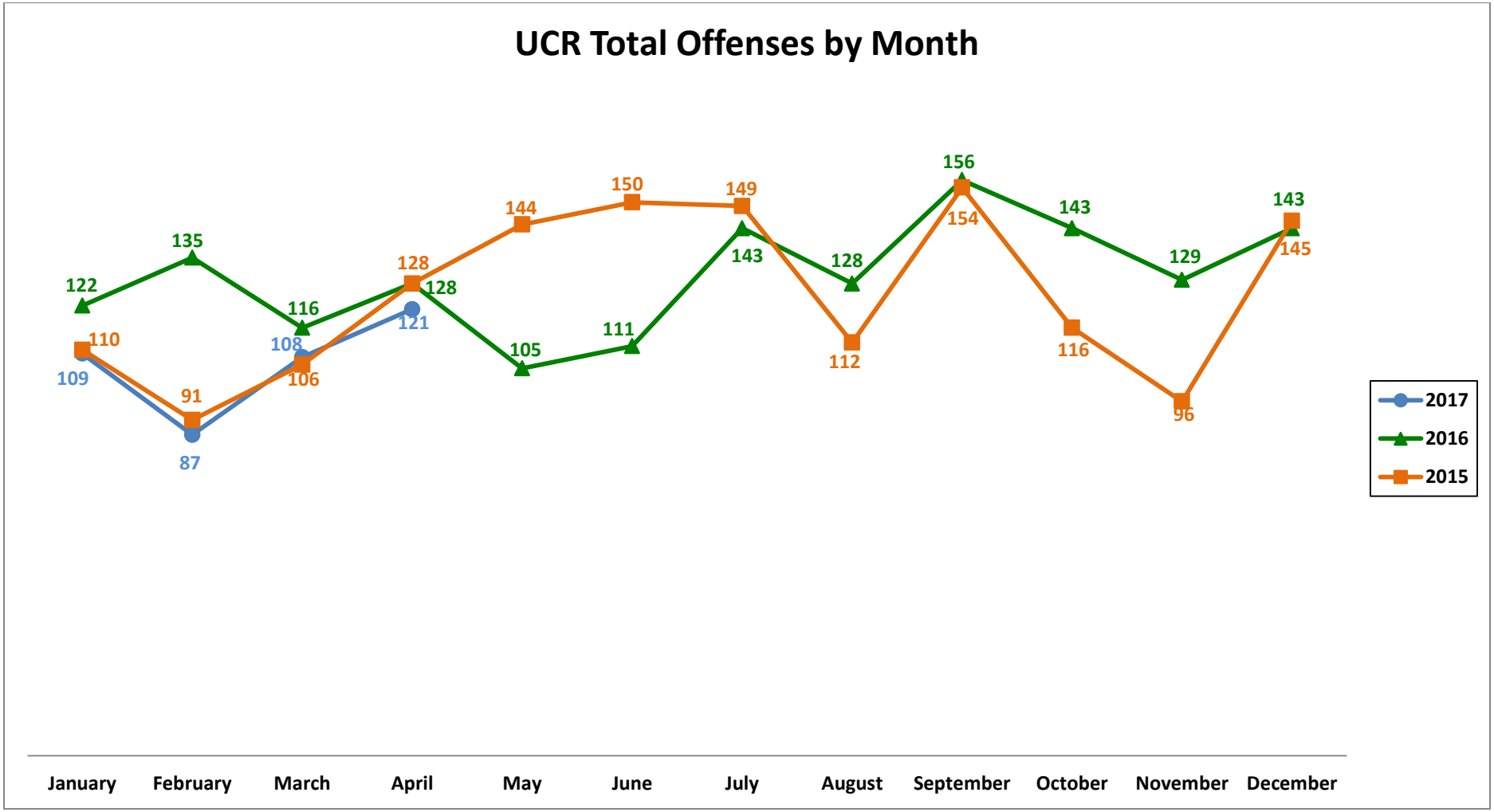


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2017, 2016 & 2015



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2017 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst