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 AA@ 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 Sheely, City Clerk



CARTER ENVIRONMENTAL SERVICES, INC.
CES
www.carterenv.com

Wetland Delineation Assessment Map

Disbrow Cocoa

Brevard County, Florida

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 ⟸ Proposed Rate
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

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?

COCOA
FLORIDA



CITY OF COCOA

INSURANCE RENEWAL AND CLINIC UPDATE



PRESENTED BY:
Shawn Fleming, CSFS® –
Senior Benefits Consultant
July 11th, 2017

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

EXHIBIT C: INSURANCE RENEWAL AND CLINIC UPDATE

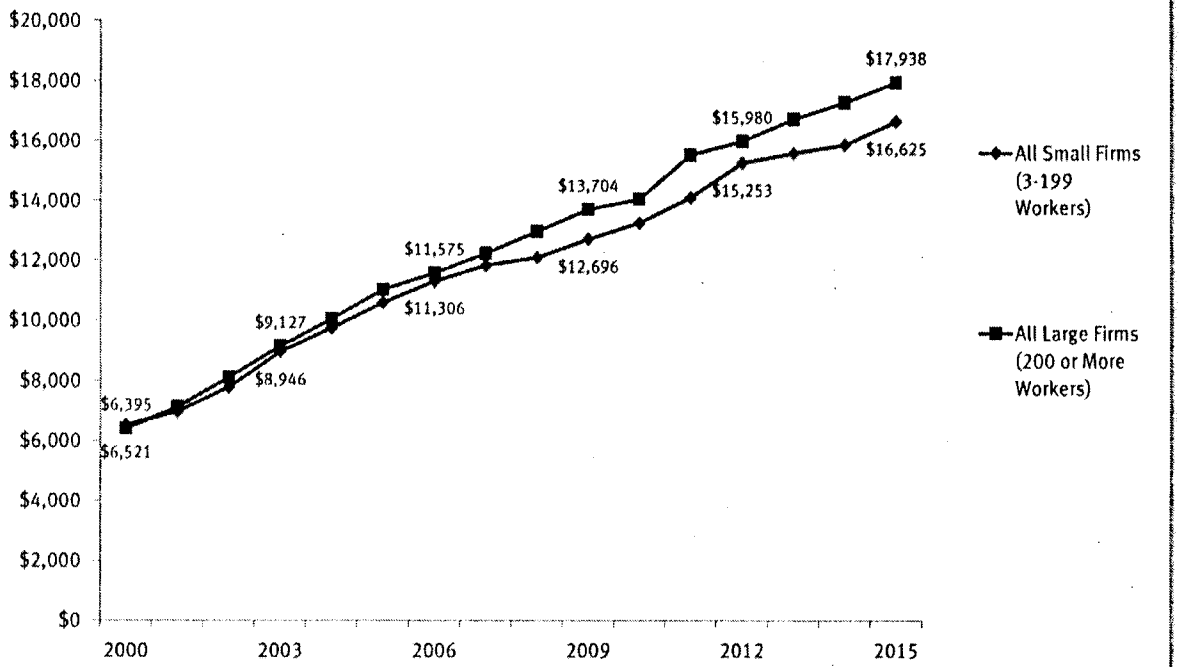
Discussion Topics

- 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%

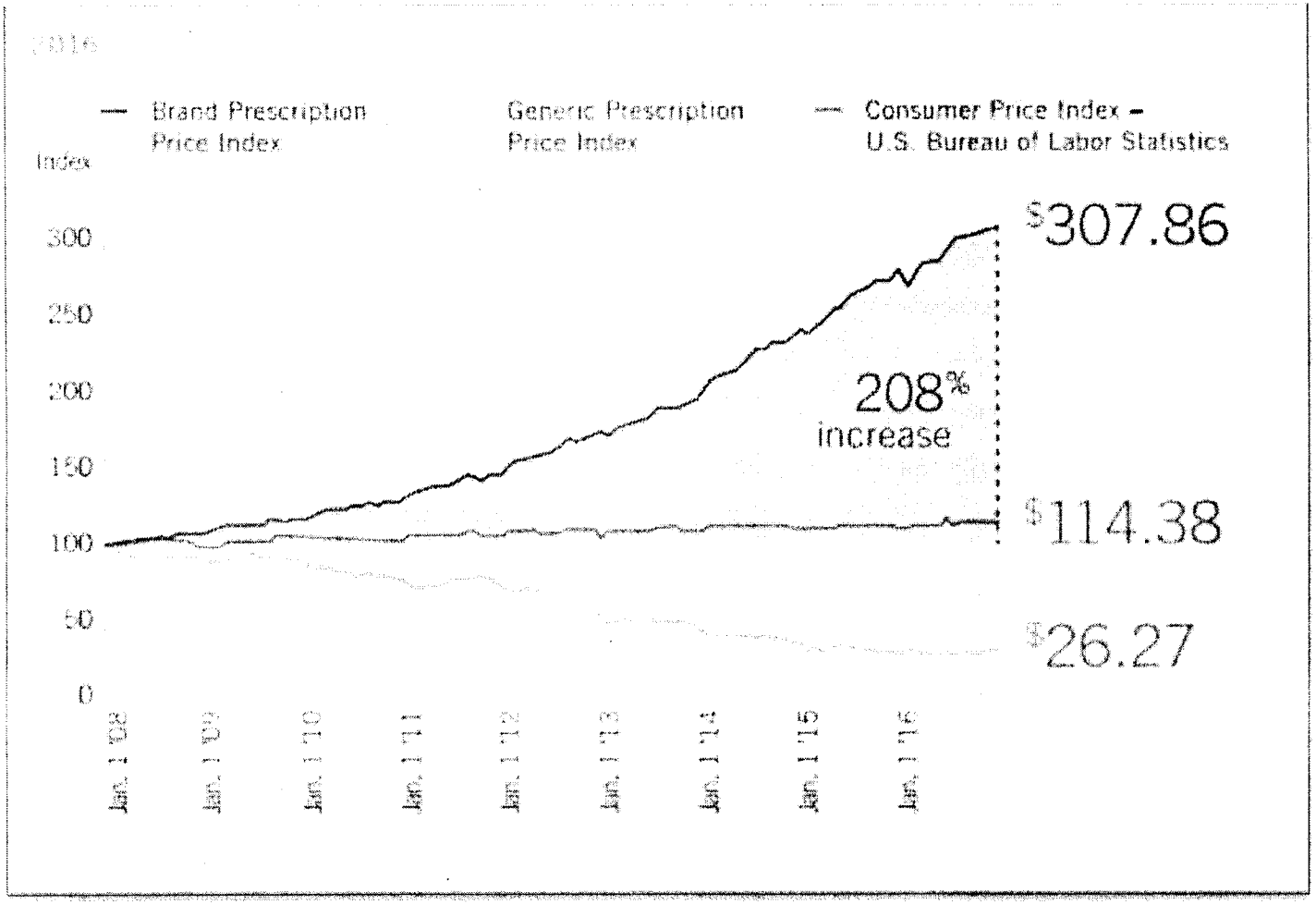
Average Annual Premiums for Covered Workers with Family Coverage, by Firm Size, 2000-2015



Source: Kaiser/HRET Survey of Employer-Sponsored Health Benefits, 2000-2015.

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



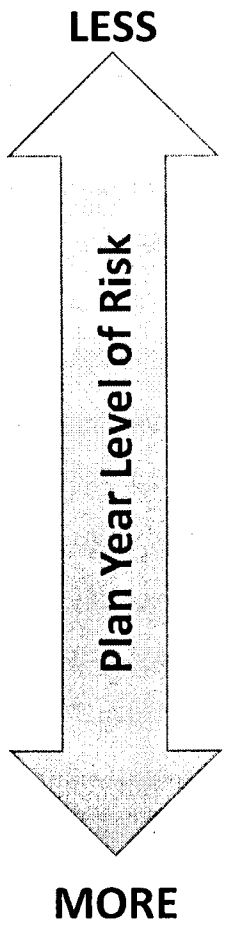
Background

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

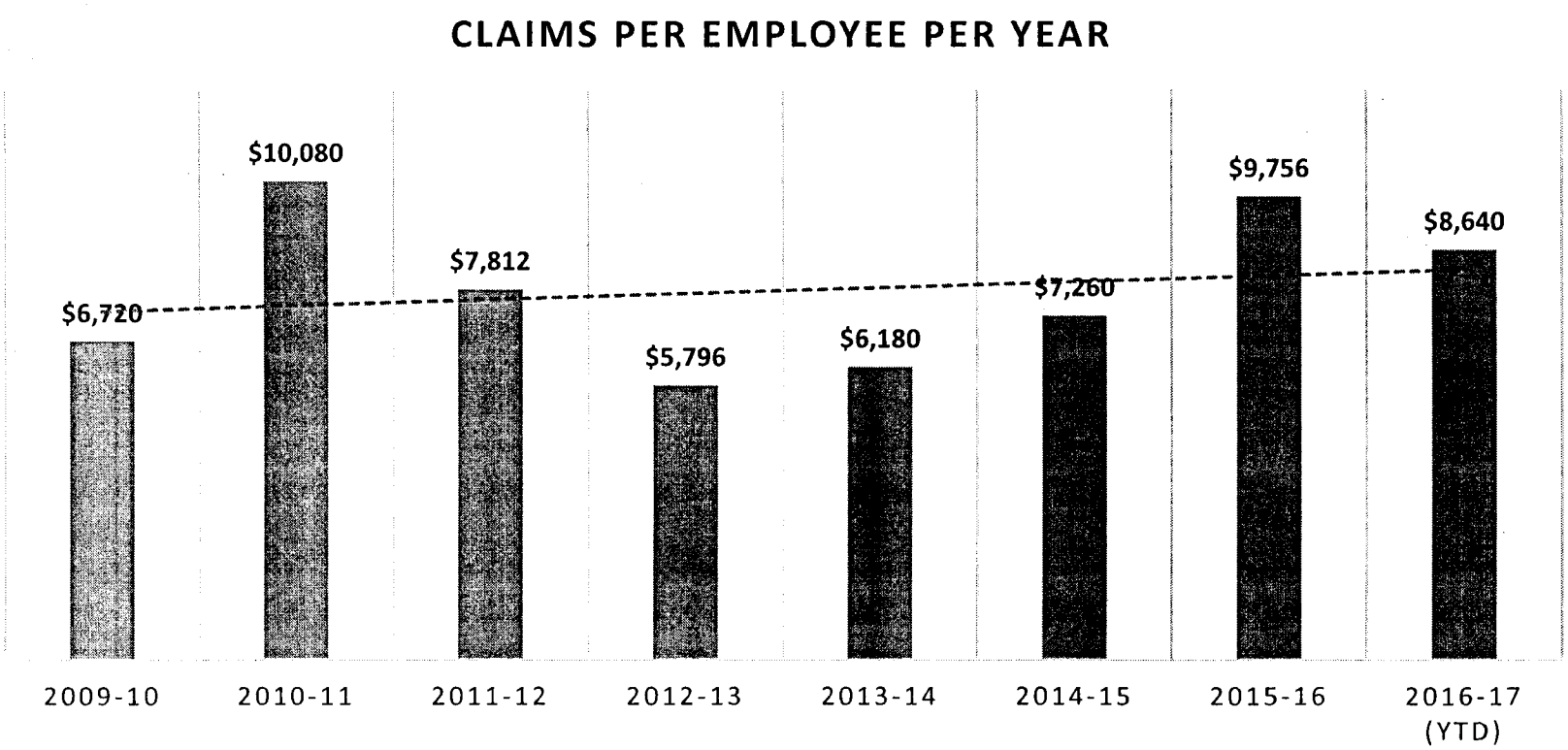
How does going to bid change with Self-Funding?

- 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).

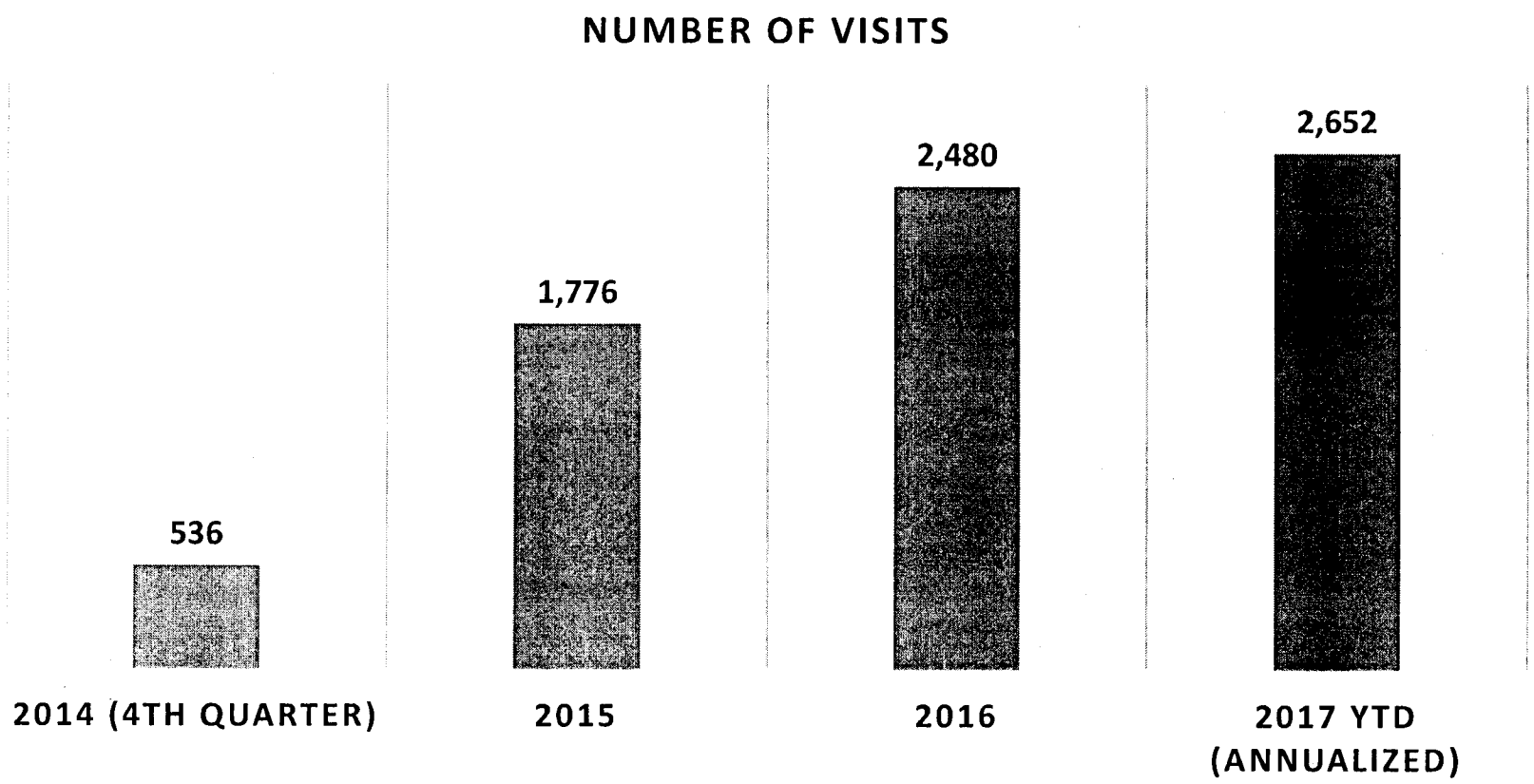
Medical Renewal

- 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

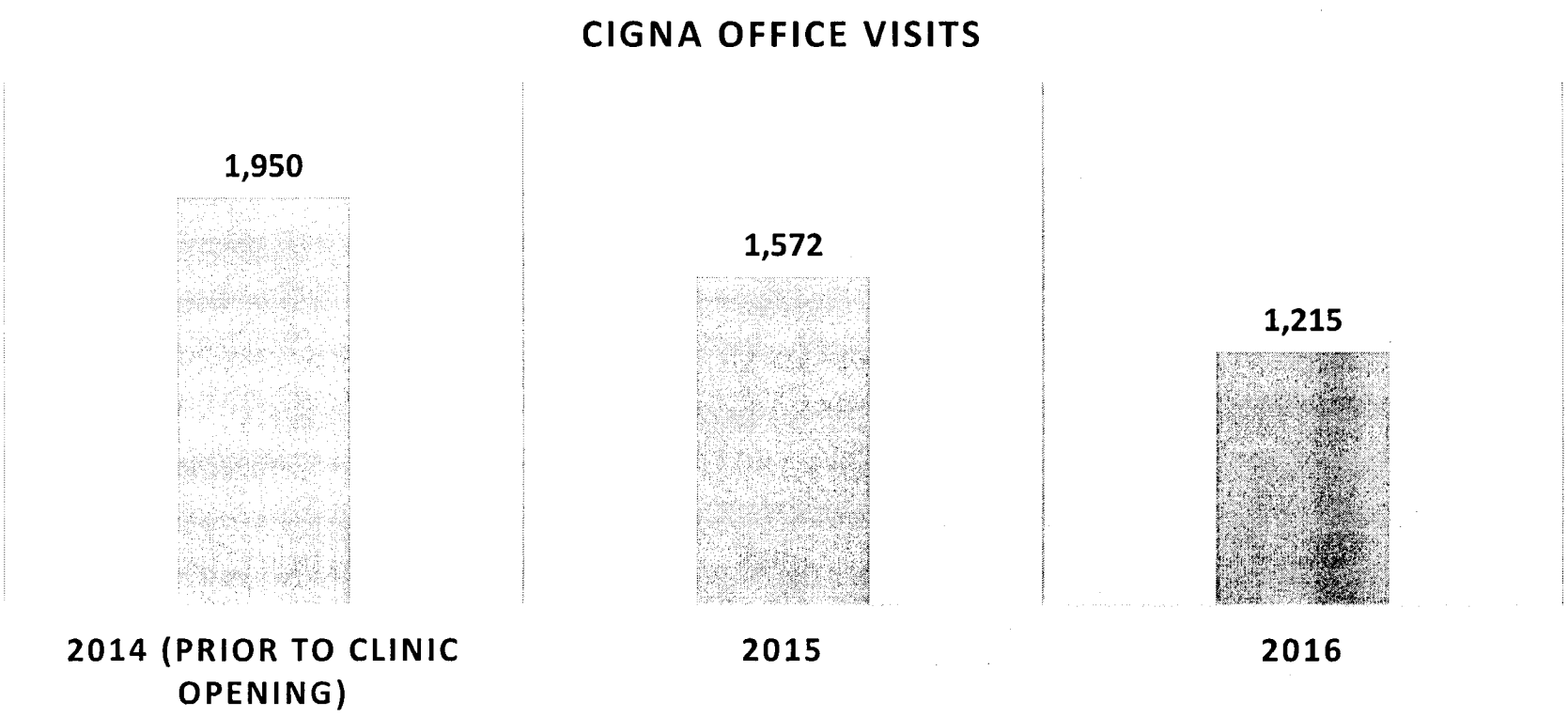
Line of Coverage	Comments/ Recommendation
Dental	No increase proposed from Cigna.
Vision Insurance	4.3% increase ($2,947 annually) from Humana. This represents a monthly increase of $0.24 for employees with family coverage.
Basic Life Insurance	No increase proposed from Cigna.
Voluntary Life Insurance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

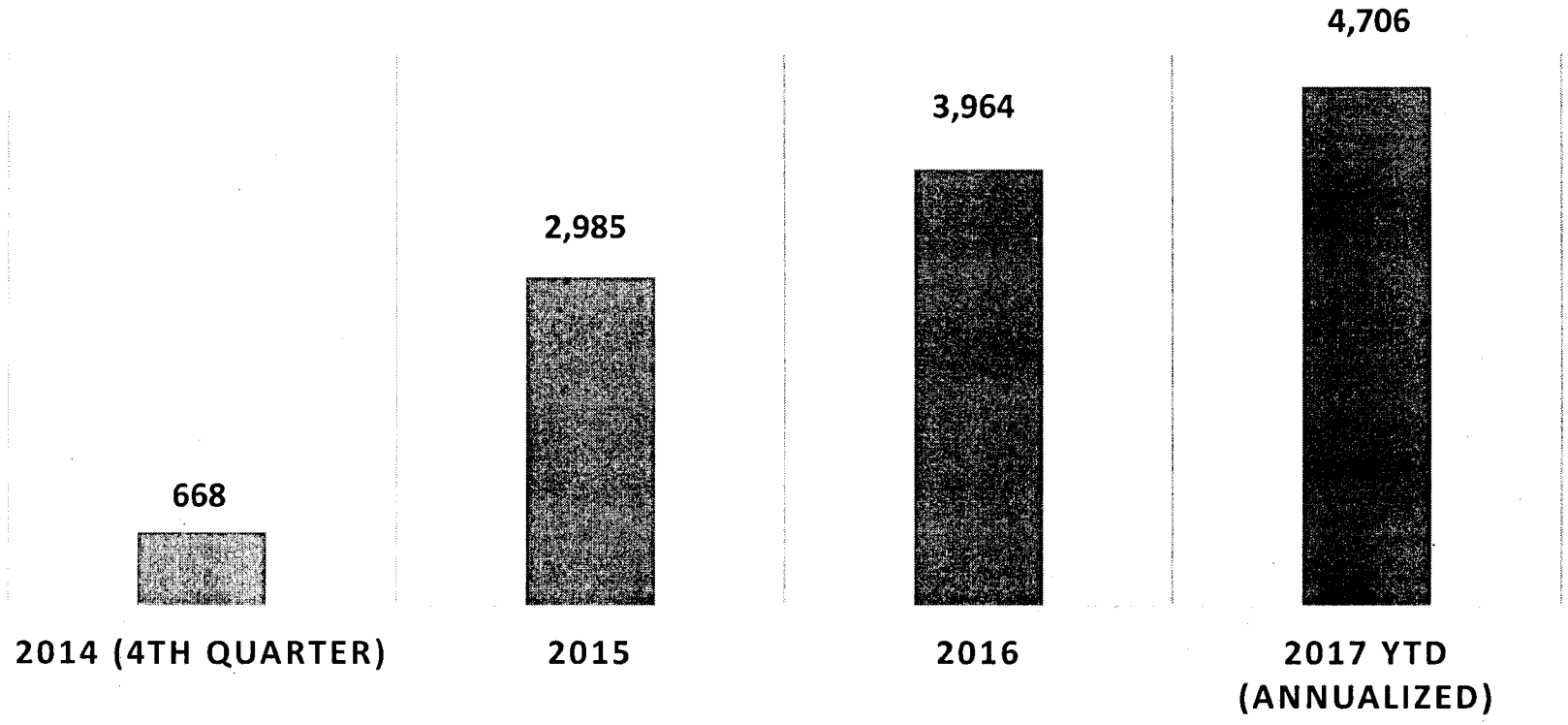
Plan Utilization



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

Health Center Utilization

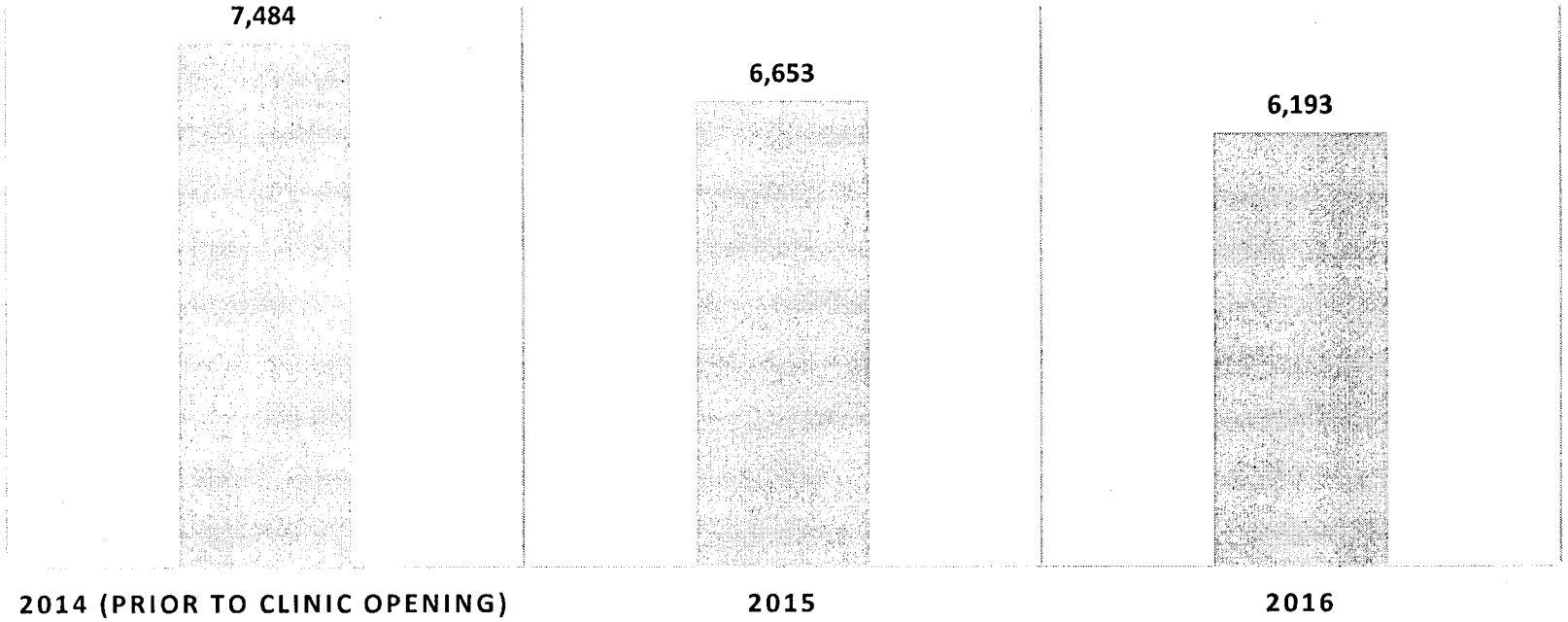
PRESCRIPTION UTILIZATION



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

Plan Utilization

CIGNA PHARMACY 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**		