City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, July 9, 2024

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 24-391 Approval of the July 9, 2024 Regular City Council Meeting Agenda as written or with amendments.

Attachments: 07-09-2024 Short Agenda.pdf

MINUTES:

II.2(a) 24-368 Approval of the March 5, 2024 Special City Council Meeting Minutes as written or with amendments.

Attachments: 03-05-2024 Minutes ADA.pdf
Exhibit A _ Council Priorities Presentation.pdf

II.2(b) 24-369 Approve the March 26, 2024 Regular City Council Meeting Minutes as written or with amendments.

Attachments: 03-26-2024 Minutes ADA.pdf
Exhibit A: CityManagerContractandAddendums
City Manager Contract E-Comments

II.2(c) 24-375 Approve the April 9, 2024 Regular City Council Meeting Minutes as written or with amendments.

Attachments: 04-09-2024 Minutes ADA.pdf
Exhibit A - SCTPO SRA City of Cocoa Presentation_FINAL (1).pdf
Exhibit B - City of Cocoa Final Presentation to Council.pdf
Exhibit C - Oak Meadow Council Presentation - 4.9.pdf

II.2(d) 24-376 Approve the April 23, 2024 Regular City Council Meeting Minutes as written or with amendments.

Attachments: 04-23-2024 Minutes ADA.pdf
Exhibit A - Packet from Jay Thakkar.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 24-308 Council Approval to Apply for the Institute of Police Technology and Management (IPTM) Florida Department of Transportation (FDOT) High Visibility Enforcement Effort (HVE) Grant and Approval for the City Manager to Enter into a Memorandum of Understanding with IPTM.

Attachments: 5-15-2024 Proposed funding for HVE Grant.pdf
2024 BPV Grant Application.pdf

V.2 24-338 Approve Ex Post Facto, the Police Department to Apply for the FY2024 Bulletproof Vest Partnership (BVP) Program.

Attachments: BPV Submission 06-10-24.pdf
2024 BPV Grant Application.pdf

V.3 24-340 Approval to Participate in a Public Offering for the HUD Section 108 Loan to Convert to a Fixed Interest Rate and for the City Manager to Sign Related Documents

V.4 24-346 Approval to Participate in the Florida Department of Emergency Management's F-ROC Program for FY2025; Approval to delegate authority for the City Manager to Opt-In to the F-ROC Program for FY2025 via Resolution #2024-060.

Attachments: DRA After Abatement 4-30-24 for FY24.pdf
Screen Shot FY2025 Opt-In Info.docx
Budget Resolution FY 2024-060 F-ROC FY25 Opt-In Authority.docx

V.5 **24-347** To Approve a Resolution Amending the FY24 Budget (BAF#24-100-T) in the amount of $32,180.00.

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

Attachments: Quote - 00018594 - City of Cocoa Budgetary Quote June 2024 1 (1).pdf
FW_ Confidential Purchase Orders.msg
Budget Resolution FY 2024-061 ADA Compliant.docx
BAF 24-100-T Hach WIMS Upgrade & Rep. & Maint. (07-09-24) Agenda 24-347

MULTI-YEAR CONTRACTS:

V.6(b) 24-221 To Approve and Authorize the City Manager to Execute Task Order 2024-01 with Kimley-Horn and Associates, Inc. for Engineering Services for the South Courtenay Parkway Water Main Replacement Project; To Approve as a Multi-Year Contract from FY2024 through FY2025; Approve a Resolution Amending the FY2024 Budget, BAF#24-103-T, transferring funds between projects in the amount of $169,107.

Attachments: Budget Resolution FY 2024-054 ADA Compliant.docx
BAF 24-103-T-UT Subaqueous Pipe Fnds to WM Replacement (07-09-24) Ager
TO-KIMLEY HORN 2024-01 $169,106.67 - UT-ENG.pdf
Task Order 2024-01 - Courtenay Parkway Water Main Relocation (Rev 1).pdf
Good Faith Estimate.pdf
Q-23-12-COC-B CONTINUING SERVICE AGREEMENT.pdf
EXHIBIT A - KIMLEY HORN RATE SHEET.pdf
EXHIBIT B - RFQ Q-23-12-COC.pdf
EXHIBIT C - KIMLEY HORN SUBMITTAL.pdf
COI Exp 4-1-25.pdf

V.7(b) 24-295

To Approve a Purchase Order and Agreement with Tech Systems, Inc. for a new roof system on Wewahootee Pump Station piggybacking a Brevard County Continuing Roofing Contracting Services contract, RFQ 6-22-13, Effective May 12, 2023 through May 12, 2025; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $10,683.40 (10% of the Contract Amount) for a Total Combined Project Cost of $117,517.37

Attachments:

Wewahootee Roof Replacement 2024 - updated.docx

Resolution 2024-056 - Project Contingency (Tech Systems).doc

First Renewal Continuing Roofing Contracts.pdf

RFQ-6-22-13 Roofing Contract TechSystems-EXE-20230512.pdf

FULLY EXECUTED 1st Amendment Renewal Contract No RFQ-6-22-13.pdf

Cocoa_TCR_WewaPump_Roof_Rehab_Bid_Docs_rev2.pdf

SIGNED E-Verify Contractor Affidavit.pdf

Tech Systems, Inc Auto COI Exp.07.01.2024.pdf

Tech Systems, Inc. Auto COI 2 Exp.09.01.2024.pdf

Tech Systems, Inc. Auto COI Exp.09.01.2024.pdf

Tech Systems, Inc. COI Exp.07.01.2024.pdf

V.8(b) 24-336 To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71 Effective August 8, 2023 through August 7, 2026; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $17,970.90 (10% of the Contract Amount) for a Total Combined Project Cost of $197,679.90; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Agreement

Attachments:
- Resolution - Project Contingency (Danus Utilities).doc
- PARTIALLY EXCUTED Standard Form for Piggyback Contract No. 2023-071.pc
- City of Clermont Agreement No. 2023-071 (Danus Utilities).pdf
- City of Clermont Contract Pricing (2023-071).pdf
- Danus Quote No. 030724-4R $15200.00 (LS 9).pdf
- Danus Quote No. 030724-5R $18725.00 (LS 7).pdf
- Danus Quote No. 030724-7R $41445.00 (LS 22).pdf
- Danus Quote No. 030724-8R $45115.00 (LS 37).pdf
- Danus Quote No. 030724-9R $59224.00 (LS 30).pdf
- Permission Piggyback Contract No. 2023-071 Sanitary Sewer Manhole, Vault, a
- SIGNED E-Verify MOU.pdf
- Danus COI Exp 7-2-25.pdf

V.9(b) 24-348 To consider approval of a multi-year contract between the School Board of Brevard County, and the City of Cocoa for the renewal of up to three (3) school resource officers for the school year 2024-2025, beginning July 1, 2024, and ending June 30, 2025, and authorize the City Manager and City Attorney to finalize and execute the contracts with the Brevard County School Board. Also authorize the City Manager and City Attorney to finalize and execute the contract and MOU with Emma Jewel Charter Academy for one (1) school resource officer. Budgetary impact for FY25, pending the approval of the adoption of the FY25 budget.

Attachments:
- Emma Jewel and City of Cocoa - MOU for SRO - 2024-2025.pdf
- Cocoa MOU SRO 2024-25 DRAFT 5.21.24 (002) PG rev 5-28-24.pdf

VI. PUBLIC HEARINGS:

VI.1 24-357 Conduct Public Hearing and approve granting easements to Florida Power & Light Company (FPL) for the purposes of constructing, operating and maintaining a fiber optic line in Lee Wenner Park.

Attachments:
- Easement (Fiber) - City of Cocoa - Lee Warner Park
- Cocoa Fiber Permanent Easement Exhibit B
- Temporary Construction Easement - City of Cocoa - Lee Warner Park
- Cocoa TCE Exhibit B

VI.2 24-382 Consideration of a Land Development Code Text Amendment to Appendix A, Article XI, Section 19 of the Code of Ordinances of the City of Cocoa to add truck parking facilities to the list of permitted uses in the M-2 zoning district and to provide a definition of truck parking facilities.

Attachments:
- Ordinance 07-2024 - Zoning Text Amend M-2 Truck Parking Facilities.pdf
- PZ-24-02000002 Application Coraluzzo Text Amendment.pdf
- Legal Ad 07-2024 10242705 Affadavit .pdf

VI.3 24-384 Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the July 23, 2024 City Council Meeting.

Attachments:
- 301 S Cocoa Blvd Location.pdf
- 301 S Cocoa Blvd FLU.pdf
- 301 S Cocoa Blvd Zoning.pdf
- Exhibit D Relevant Excerpt Comp Plan Data and Analysis 2010 (1)
- Exhibit E - City of Cocoa Entry Signs.pdf
- Exhibit F - Relevant Excerpt Cocoa Redeveopment Agency Minutes 5-2002 (1).
- 24-0200001 Application ZMA 301 S Cocoa Blvd.pdf
- FLU MAP FROM 2010 EAR.pdf
- P&Z Legal Ad Feb 7_final.pdf

VII. COUNCIL BUSINESS:

VII.1 24-177 Consider the Appointment of Frank Manfredi, Tamisha Findlay and Merrybeth Burgess to Fill One of Four (4) Regular member Vacancies on the Planning and Zoning Board.

Attachments:
- Planning Roster.pdf
- Manfredi Application.pdf
- Tamisha Findlay.pdf

VII.2 24-208 Consider the reappointment of Robert Dyar as a member of the Board of Adjustment through May, 2027.

Attachments: Dyar BOA Reappt.pdf
Board of Adjustment Roster.pdf

VII.3 24-285 Consider the reappointment of Ms. Janne Etz as a member of the Cocoa CRA through April, 2028.

Attachments: Intent to Reapply Letter.pdf
Board Roster.pdf

VII.4 24-355 Consider the reappointment of Shari Scott, Lloyd Roberts, Dik Muller and Josue Otero, and the appointment of Gloria Weatherspoon as members of the Code Enforcement Board through June 30, 2027.

Attachments: Code Roster.pdf
Josue Otero.pdf
Lloyd Roberts.pdf
Shari Scott.pdf
Weatherspoon Application.pdf

VII.5 24-306 Approve the current Code Enforcement Lien for the property located at *215 Riverside Dr*, be reduced to *$50,000.00* as recommended by the Code Enforcement Board.

Attachments: 1. Council Staff Report(2).pdf
Cost Aff -215.xlsx
LR App.pdf
BCPAO.pdf
2. Rpt NOH.docx
2. Rpt NOH (2).docx
Facts 18-620.docx
CE-18-620 Order.pdf
5. Order.pdf
BCPAO(2).pdf
Perm(2).pdf

VII.6 24-307 Approve the current Code Enforcement Lien for the property located at 3629 E Malory Ct., be reduced to ***$3,078.65*** as recommended by the Code Enforcement Board.

Attachments:
0. Council Staff Report.docx
LR Appl.pdf
LR Staff Report.docx
Cost Aff -3629.xlsx
1. BCPAO.pdf
1. Entity.pdf
1. NOV.docx
1. NOV (A).docx
1. NOV(AP).docx
3. NOH.docx
3. NOH(A).docx
BO.pdf
5. NOHNC.docx
5. NOHNC(A).docx
Order.pdf

VIII. CITY BUSINESS:

VIII.1 24-245 To Approve a Resolution Amending the FY2024 Budget, BAF#24-084-A to Accept Grant Funding for the Sellers WRF Advanced Wastewater Treatment project.

Attachments:
Agreement LG005 (Executed).pdf
Budget Resolution FY 2024-055 ADA Compliant.docx
Reverse BAF 24-043-A-UT-IRP, IPS, and TPS Replacement (1-23-24) Agenda
BAF 24-084-A-UT-Sellers Advanced WW Treatment Grant (07-09-24) Agenda 2

VIII.2 24-320 Approve an interlocal agreement with the Cocoa CRA to provide funding for the Lee Wenner Park Parking Improvements Project, in the amount of $2,187,121. Award construction contract B-24-06-COC to Doug Wilson Enterprises, Inc. in the amount of $1,822,601 for the Lee Wenner Park Parking Improvements with funding authorized by the Cocoa CRA. Approve Construction Contingency Resolution authorizing the City Manager to approve construction change orders not to exceed $364,520 for the total costs not to exceed $2,187,121. Approve a Resolution Amending the FY24 Budget, BAF # 24-102-IFT for an interfund transfer from the Cocoa CRA to fund the project.

Attachments:
- Lee Wenner Park Parking Improvements - Interlocal Agreement v2
- B-24-06-COC Construction Agreement_Partially_Executed.pdf
- DWE Bid Attachment E- Bid Price Schedule REV 5-13-24 - signed.pdf
- B-24-06-COC Notification of Intent to Award.pdf
- COC024 - Lee Wenner Pkg Improvements - Recommendation of Award Letter 2
- Contingency Resolution 2024-057 Agenda 24-320.docx
- Budget Resolution FY 2024-058 ADA Compliant.docx
- BAF 24-102-IFT-PW Lee Wenner Park Proj. (7-9-24)Agenda 24-320.pdf

VIII.3 24-365 Approve a Resolution Amending the FY24 Budget BAF#24-104A, accepting a Donation Ex-Post Facto of a Rear Canine Kennel.

Attachments:
- Budget Resolution FY 2024-062 ADA Compliant.docx
- BAF 24-104-A-PD Vehicle K9 Kennel Donation (07-09-24) Agenda 24-365.pdf

IX. INFORMATIONAL AGENDA:

IX.1 24-362 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

Attachments:
- !! Budget Classification Report Worksheet.pdf

IX.2 24-363 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

Attachments:
- Change Orders-CM Authorized May 2024.pdf
- Visualization Change Order Authorizations.pdf

IX.3 **24-370** Bi-weekly Report from June 3 - July 5, 2024.

Attachments: Council bi-weekly report template (1) (10).pdf

IX.4 24-374 Informational Only - The City of Cocoa's Open Board Vacancies.

IX.5 24-385 Informational Only - Planning & Zoning Project Updates Report.

Attachments: Current Development Projects Summary July-2024.pdf
Cocoa Place Location Map.png
Pine Grove Park C-G ZMA Location Screenshot.png

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	24-391	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/5/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Approval of the July 9, 2024 Regular City Council Meeting Agenda as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-09-2024 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 5, 2024
Agenda Date: July 9, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the July 9, 2024 Regular City Council Meeting Agenda as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the July 9, 2024 Regular City Council Meeting Agenda as written or with amendments.

Agenda
City of Cocoa
Special Meeting of The City Council

Date: July 9, 2024
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of July 9, 2024. (24-391).

2. Minutes: (a) Special City Council Meeting Minutes of March 5, 2024 (24-368).
(b) Regular City Council Meeting Minutes of March 26, 2024. (24-369).
(c) Regular City Council Meeting Minutes of April 9, 2024. (24-375).
(d) Regular City Council Meeting Minutes of April 23, 2024. (24-376).

III. Awards and Presentations:

IV. Delegations:

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

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking

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

V. Consent Agenda:

(A) General Consent Items:

1. Council Approval to Apply for the Institute of Police Technology and Management (IPTM) Florida Department of Transportation (FDOT) High Visibility Enforcement Effort (HVE) Grant and Approval for the City Manager to Enter into a Memorandum of Understanding with IPTM. (24-308). (Police Chief)

2. Approve Ex Post Facto, the Police Department to Apply for the FY2024 Bulletproof Vest Partnership (BVP) Program. (24-338). (Police Chief)

3. Approval to Participate in a Public Offering for the HUD Section 108 Loan to Convert to a Fixed Interest Rate and for the City Manager to Sign Related Documents. (24-340). (Finance Director)

4. Approval to Participate in the Florida Department of Emergency Management's F-ROC Program for FY2025; Approval to delegate authority for the City Manager to Opt-In to the F-ROC Program for FY2025 via Resolution #2024-060. (Finance Director) (24-346). (Finance Director)

5. To Approve a Resolution Amending the FY24 Budget (BAF#24-100-T) in the amount of $32,180.00. (24-347). (Utilities Director)

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

(B) Multi-Year Contracts:

6. To Approve and Authorize the City Manager to Execute Task Order 2024-01 with Kimley-Horn and Associates, Inc. for Engineering Services for the South Courtenay Parkway Water Main Replacement Project; To Approve as a Multi-Year Contract from FY2024 through FY2025; Approve a Resolution Amending the FY2024 Budget, BAF#24-103-T, transferring funds between projects in the amount of $169,107. (24-221). (Utilities Director)

7. To Approve a Purchase Order and Agreement with Tech Systems, Inc. for a new roof system on Wewahootee Pump Station piggybacking a Brevard County Continuing Roofing Contracting Services contract, RFQ 6-22-13, Effective May 12, 2023 through May 12, 2025; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed

$10,683.40 (10% of the Contract Amount) for a Total Combined Project Cost of $117,517.37. (24-295). (Utilities Director)

8. To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71 Effective August 8, 2023 through August 7, 2026; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $17,970.90 (10% of the Contract Amount) for a Total Combined Project Cost of $197,679.90; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Agreement. (24-336). (Utilities Director)

9. To consider approval of a multi-year contract between the School Board of Brevard County, and the City of Cocoa for the renewal of up to three (3) school resource officers for the school year 2024-2025, beginning July 1, 2024, and ending June 30, 2025, and authorize the City Manager and City Attorney to finalize and execute the contracts with the Brevard County School Board. Also authorize the City Manager and City Attorney to finalize and execute the contract and MOU with Emma Jewel Charter Academy for one (1) school resource officer. Budgetary impact for FY25, pending the approval of the adoption of the FY25 budget. (24-348). (Police Chief)

VI. Public Hearings:

1. Conduct Public Hearing and approve granting easements to Florida Power & Light Company (FPL) for the purposes of constructing, operating and maintaining a fiber optic line in Lee Wenner Park. (24-357). (Community Services Director)

2. Consideration of a Land Development Code Text Amendment to Appendix A, Article XI, Section 19 of the Code of Ordinances of the City of Cocoa to add truck parking facilities to the list of permitted uses in the M-2 zoning district and to provide a definition of truck parking facilities. (24-382). (Planning Consultant)

3. Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the July 23, 2024 City Council Meeting. (24-384). (City Manager)

VII. Council Business:

1. Consider the Appointment of Frank Manfredi, Tamisha Findlay and Merrybeth Burgess to Fill One of Four (4) Regular member Vacancies on the Planning and Zoning Board. (24-177). (Administrative Services Director)

2. Consider the reappointment of Robert Dyar as a member of the Board of Adjustment through May, 2027. (24-208). (Administrative Services Director)

3. Consider the reappointment of Ms. Janne Etz as a member of the Cocoa CRA through April, 2028. (24-285). (Administrative Services Director)

4. Consider the reappointment of Shari Scott, Lloyd Roberts, Dik Muller and Josue Otero, and the appointment of Gloria Weatherspoon as members of the Code Enforcement Board through June 30, 2027. (24-355). (Administrative Services Director)

5. Approve the current lien for the property located at 215 Riverside Dr to $50,000.00, as recommended by the Code Enforcement Board. On August 17, 2023 the property owner was found to be in violation of: Permit Required, App. A Art. 15 Sec. 2 (a) (d); For the unpermitted alterations to the windows, exterior walls, plumbing, and door. The fine period was from July 5, 2023 to December 27, 2023 (5 Mos.) and the lien ran at $500.00 per day leaving (repeat violation) leaving a total fine balance of: $87,510.00. (24-306). (Police Chief)

6. Approve the current Code Enforcement Lien for the property located at 3629 E Malory Ct., be reduced to $3,078.65 as recommended by the Code Enforcement Board. (24-307). (Police Chief)

VIII. City Business:

1. To Approve a Resolution Amending the FY2024 Budget, BAF#24-084-A to Accept Grant Funding for the Sellers WRF Advanced Wastewater Treatment project. (24-245). (Utilities Director)

2. Approve an interlocal agreement with the Cocoa CRA to provide funding for the Lee Wenner Park Parking Improvements Project, in the amount of $2,187,121. Award construction contract B-24-06-COC to Doug Wilson Enterprises, Inc. in the amount of $1,822,601 for the Lee Wenner Park Parking Improvements with funding authorized by the Cocoa CRA. Approve Construction Contingency Resolution authorizing the City Manager to approve construction change orders not to exceed $364,520 for the total costs not to exceed $2,187,121. Approve a Resolution Amending the FY24 Budget, BAF # 24-102-IFT for an interfund transfer from the Cocoa CRA to fund the project. (24-320). (Community Services Director)

3. Approve a Resolution Amending the FY24 Budget BAF#24-104A, accepting a Donation Ex-Post Facto of a Rear Canine Kennel. (24-365). (Police Chief)

IX. Informational Agenda:

1. Data showing the relation between the estimated and actual income and expenses to date. (24-362). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (24-363). (Finance Director)

3. Bi-weekly Report from June 3 - July 5, 2024. (City Manager)

4. Informational Only – The City of Cocoa's Open Board Vacancies. (24-374). (City Clerk)

5. Planning & Zoning Project Updates Report. (24-385). (City Manager)

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

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

(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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

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

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

This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	24-368	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	6/27/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Approval of the March 5, 2024 Special City Council Meeting Minutes as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-05-2024 Minutes ADA.pdf Exhibit A_ Council Priorities Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 27, 2024
Agenda Date: July 9, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Approval of the March 5, 2024 Special City Council Meeting Minutes as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the March 5, 2024 Special City Council Meeting Minutes as written or with amendments.

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MINUTES
City of Cocoa
Council Priorities Workshop

March 5, 2024

A City Council Priorities Workshop was held on Tuesday, March 5, 2024, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 5:04 p.m.

Pastor Scott Billue provided the invocation and Assistant City Attorney Eick led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Matthew Barringer	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Kristin Eick	Asst. City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Samantha Senger, Communications & Economic Development Director; Mitchell Lawyer, Systems Support Manager; and Lisa Richardson, Help Desk Support Tech.

II. Workshop Topics:

*** CONSENSUS by Council to allow public input after each item.**

City Manager Whitten reviewed the agenda[1] for the evening and reviewed the topics to be discussed.

1. Affordable Housing

City Manager Whitten discussed the upcoming affordable housing projects, including:

- Michael C. Blake Subdivision
- 203 Orange St. (Consent Decree Area/CRA)
- Approximately 21 infill lots surplused for affordable housing
- Orchid Lakes Apartments – 90 units
- Allegra Apartments – 10% of units dedicated to affordable housing

City Manager Whitten noted that the HUD sales price is $269,000 or less. The buydown of the market appraised value is $310,000 to $320,000. This reduces or eliminates the ROI to reseed the program.

Additionally, the cities of Jacksonville, Fort Myers and St. Petersburg are developing a program for placing affordable housing lots in the market. These are the cities that staff are looking at as an example. City Manager Whitten shared some of the stipulations that the other cities require for the program.

Discussion was held on the steps that would need to take place if the home was foreclosed on.

Rose Flowers and Reagan Louis, asked Council to consider including special needs equipment and ramps at the local parks which will help to bridge the gap among all children. There are a lot of children in the area that are special needs and there are no ramps or playground equipment that they can use.

Additionally, Ms. Flowers asked how to go about asking for signs to be put up in neighborhoods that house special needs children because they are having issues with speeding. In response, Mayor Blake shared that he agrees, and is sure the City Manager and/or the Public Works Director can assist with this.

*** MOTION by Mayor Blake; Seconded by Councilmember Goins, to direct staff to prioritize special needs equipment at the parks with funding to come**

[1] Exhibit A: FY2025 Council Priorities & Planning

either through the District 4 Special Taxing District revenues or through the General Fund.

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

It was pointed out that this motion is for direction only, and not a final decision. This discussion will come back before Council so that further information can be provided, and specific park locations can be determined for the special needs equipment.

Deputy Mayor Hearn asked if Council would consider inviting some developers in to provide information on affordable housing. In response, Councilmember Goins noted that he would be in favor of that. Additionally, Councilmember Barringer shared that he would be open to staff bringing back more information. Mayor Blake added that he is open to the conversation, however he has some questions and concerns about it.

Further discussion was held on tiny homes and the vetting process. City Manager Whitten pointed out that certain things such as zoning changes would come into play should Council decide that they want to pursue the option of tiny homes, container homes, or other types of similar housing.

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

Kristin Lortie, Cocoa, thanked Council for allowing public comment after each item rather than at the end of the meeting. She spoke to a point made during the presentation about single family homes being a priority for these parcels but she has done a lot of reading and it seems that the trajectory of the country is to try and have more density on the lots, such as duplexes or triplexes. She added that she is curious as to why single family homes are being considered a priority over multi-family homes.

She also wished to make a point that she wished Council would allow for public input prior to a vote being taken.

Ms. Lortie spoke in regard to the special needs equipment at the parks that Council is considering, and noted that while everyone loves parks and she herself enjoys them, she would like to see more public input and mentioned the workshop that took place in 2021 where money was allocated on the splash pad when there was not a lot of public participation. Additionally, she wants to make sure all needs are balanced and feels that Council is now prioritizing something that should have been in the Parks Plan.

Aleck Greenwood, 640 Brevard Ave., Cocoa, wished to share that he is tired of people showing up late to these meetings and demanding that staff and Council do things differently. He feels it is a waste of everyone's time and he is tired of people putting down staff and the City Manager.

Mr. Greenwood explained that his reason for speaking tonight is to speak on affordable housing and inquire about expanding the idea of each unit into a condominium. He would like to see Council consider this an option as well.

2. Brightline Train Station

City Manager Whitten talked about the Brightline Station, noting that he didn't want to expound too much on it so as not to give away any strategic information. Several years ago, the TPO commissioned a study to determine the best location for a Brevard station. The number one spot was in Cocoa and the second spot was the old FEC station that borders on both Cocoa and Rockledge.

He talked about the announcement that was recently made which is that Brightline will be opening a Treasure Coast Station in the City of Stewart and he shared what those numbers look like. He talked in furtherance about what the City of Cocoa's numbers look like at this time.

He is hopeful that an announcement will be made at any time announcing that Cocoa will be getting the station.

Councilmember Barringer pointed out that this is a very large scale, complex project and a large sum of money is being discussed and it would be foolish to think the City could do it alone. His added that his only threshold is that whatever the City is encumbering will not have a negative impact to whatever the City's bond rating might be in the next several years.

City Manager Whitten shared that this is in fact a commitment to Brightline that the City of Cocoa will earmark 5 million dollars within the next two to three fiscal years.

City Manager Whitten talked about the draw of the station and used the Port as an example.

* **MOTION by Mayor Blake; Seconded by Councilmember Koss, to authorize the City Manager and staff to build the earmark for five million dollars by FY25-26; to express concurrent direction to Brightline; and grant the ability to pursue grant opportunities.**

Councilmember Goins wished to add that Council will need to consider all sides of the project. The train will bring a lot of noise and there are some citizens feel that they will never ride the train, however their taxes will be applied towards this project.

Councilmember Koss wished to point out that one of the benefits of the station is that everyone's property values will increase.

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

Aleck Greenwood, 640 Brevard Ave., shared that the Commercial Property Group is in support of the Brightline Train station. This is the biggest catalyst that the city could see that will help this area.

Kristin Lortie, complimented staff on bringing this project forward and thinks it is a great idea. She doesn't know enough about the dollar amounts to speak too much on that now but she thinks the city should continue to move forward. She is wondering how a partnership with the County could come into play.

She also reiterated the importance of public input and would like to see everyone be respectful to each other throughout the meeting.

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Priority Areas

Ms. Senger reviewed the City's priority areas. These include:

- Public Safety & Community Standards
- Public Infrastructure
- Economic & Community Development
- Community Outreach & Engagement
- Organizational Effectiveness

She provided a step-by-step on how to access the City's performance indicators on the City's website including budget information and the City's goals and objectives.

There being no further questions from Council, Mayor Blake opened the discussion to the public.

Kristin Lortie, talked about the strategic plan and shared that she went and looked at Tallahassee's online and found it is a very user-friendly tool. She noted that she objects to these priority areas because they were put forward by staff and adopted by Council without taking public input into account.

Councilmember Goins shared that there are always things that every city can work on to do better. He is at a loss because he feels there is no way to please everyone but he would like to see the city continue to move forward.

City Manager Whitten wished to announce that the city is hopeful to secure $1.5 million dollars in funding from the State to apply towards the old Dr. Joe Lee Smith Center as well as $4 million dollars towards the J&K septic to sewer project which has been added to the budget for Governor DeSantis to approve.

City Manager Whitten thanked the City's lobbyists and shared that he is very proud of these two significant projects. His last hope is that the Governor will not veto these items out of the budget.

Ms. Bowman shared that right now staff is in the early stages of preparing next year's budget. She shared the estimated increases in expenses and pointed out that Union negotiations will take place in 2025.

She added that staff is not anticipating a lot of new construction to hit the tax rolls until FY26 so they are looking at some shortfalls for this fiscal year.

Ms. Gemmati shared information about the upcoming Union negotiations that take place every three years. She noted that staff will keep Council apprised on those negotiations which include PBA, IAFF, LIUNA, Police Lieutenants and District Chiefs.

4. Council Priorities

Councilmember Barringer shared his priorities which are:

- Markers at the Cocoa Conservation area
- Trail improvements and signs for existing paths at the Cocoa Conservation area

- Four education program grants (One for Endeavor, Cambridge, Saturn, and the Museum)
- Junny Rios Park and the bidding process
- Water delivery service to areas outside of Cocoa
- Single office space use for veterans in an existing City facility
- Continuing the enhancement of fleet maintenance
- Enhancement of trash cans and a possible partnership with SCAT to fund a bus cover in the area surrounding the library.

Deputy Mayor Hearn shared his priorities which are:

- Street paving in District 2
- Street calming devices to address speeding, specifically in the Pine Ridge neighborhood and Cocoa Modern Manor neighborhood north of Broadmoor acres
- Home paint beautification grant program
- A fishing dock or observation deck near the intersection of Dixon Blvd. and Indian River Dr.
- Blight of Dixon Blvd. and partnering with the County to beautify the area
- Blight of Fiske Blvd. and beautifying this area

* **MOTION by Mayor Blake; Seconded by Councilmember Barringer, to take a five-minute recess.**

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The recess began at 7:48 and the meeting reconvened at 7:56pm.

Councilmember Koss shared her priorities which are:

- Solar panels on the homes in the Michael C. Subdivision to make it a model project, including a possible partnership with the Florida Solar Center
- J&K septic to sewer conversion, including an outreach to sixty homes to share information about applying for SOIRL grants
- Homeless shelters – working with the County to find and fund shelters throughout the County
- Collins and Brevard Museums – organizing speaker events to create more awareness and visibility. To also provide funds to help sustain the Brevard Museum.

- Bus shelters
- High visibility crosswalks near the Pineridge neighborhood as that area houses a lot of students that attend Cambridge Elementary
- Beautifying the corridor that leads to Cocoa High School
- US1 and SR520 corridor maintenance and enhancement program
- Bracco Pond development to include benches and tree canopies
- Obtaining an ALA designation
- Street calming improvements at Westminster Dr. and High Point Dr.
- Developing another access point to the Cocoa Conservation area
- Police water ways vessel

Councilmember Goins shared his priorities which are:

- Vacant lot on Oleander behind St. Paul's needs paving and/or lighting
- Blake Ave. and Holmes St. need assistance with speeders
- Curb and gutter on select streets in Virginia Park
- Overlay the parking lot at Provost Park

* **MOTION by Councilmember Goins; Seconded by Deputy Mayor Hearn, to utilize contingency funds for up to $34,000 dollars to overlay the parking lot at Provost park.**

Mayor Blake opened the discussion for public input.

Kristin Lortie, Cocoa, shared that she is in favor of the idea, however she would like to suggest that Council bring this back as a formal agenda item to allow for more public input and to allow the public a chance to look at background information.

In response, Councilmember Goins noted that while he doesn't disagree with Ms. Lortie and understands where she is coming from, he does not want to delay the process any further because there is currently a contract on the table and if Council waits any longer, they could lose the opportunity.

There being no further comments, Mayor Blake closed the discussion to the public.

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

- Installing lighting for the pickleball courts at Provost Park
- Fencing around the Collins Museum

- Parking needed adjacent to the fence on the Jackson St. side of the football field
- Enhancing Code Enforcement's budget to fund assistance for abatements
- Beautification for the median heading west on Rosa L. Jones Dr. from Fiske Blvd. to Aurora St.
- Maintenance on the diamonds in Diamond Square
- Working with the County to fix the pothole on Fiske Blvd. and Stone St.

Mayor Blake shared his priorities which are:

- Annexing the pockets from the St. Johns River to the Indian River along the SR520 corridor
- Hiring a cleanup crew to provide service throughout the City
- Expanding the Career works program

5. Public Input/Citizen Participation

Mayor Blake opened the discussion to the public.

Linda Dolphin, Cocoa, spoke about the septic to sewer conversion. She would like to request that Council go out to bid now so that if the Governor approves the bill on July 1, 2024 the City will be ready to move forward.

Kristin Lortie, Cocoa, complimented Council on their priorities. She further complimented Councilmember Barringer on his approach to his list with estimated dollar amounts.

She further talked about her love for green spaces and asked Council to consider smart growth planning and develop the trail head and walkways. She also talked about the Management Plan and while she was glad to hear it referenced in this meeting, she would like to see that completed.

Scott Billue, President of Matthew's Hope, talked about the issue of homelessness. He shared that the Senate passed a bill today criminalizing homelessness. While he appreciates Council's priorities, he feels that there are other issues that are more important that need to be addressed.

Deputy Mayor Hearn wished to add that he would like to be proactive during hurricane season and would like staff, Council and Matthew's Hope to sit down and have a conversation about a plan for the homeless if there's a state of emergency.

III. Adjournment:

*** MOTION by Councilmember Barringer; Seconded by Mayor Blake, to adjourn the Council Priorities Workshop of March 5, 2024.**

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:20 p.m.

_____

Michael C. Blake, Mayor

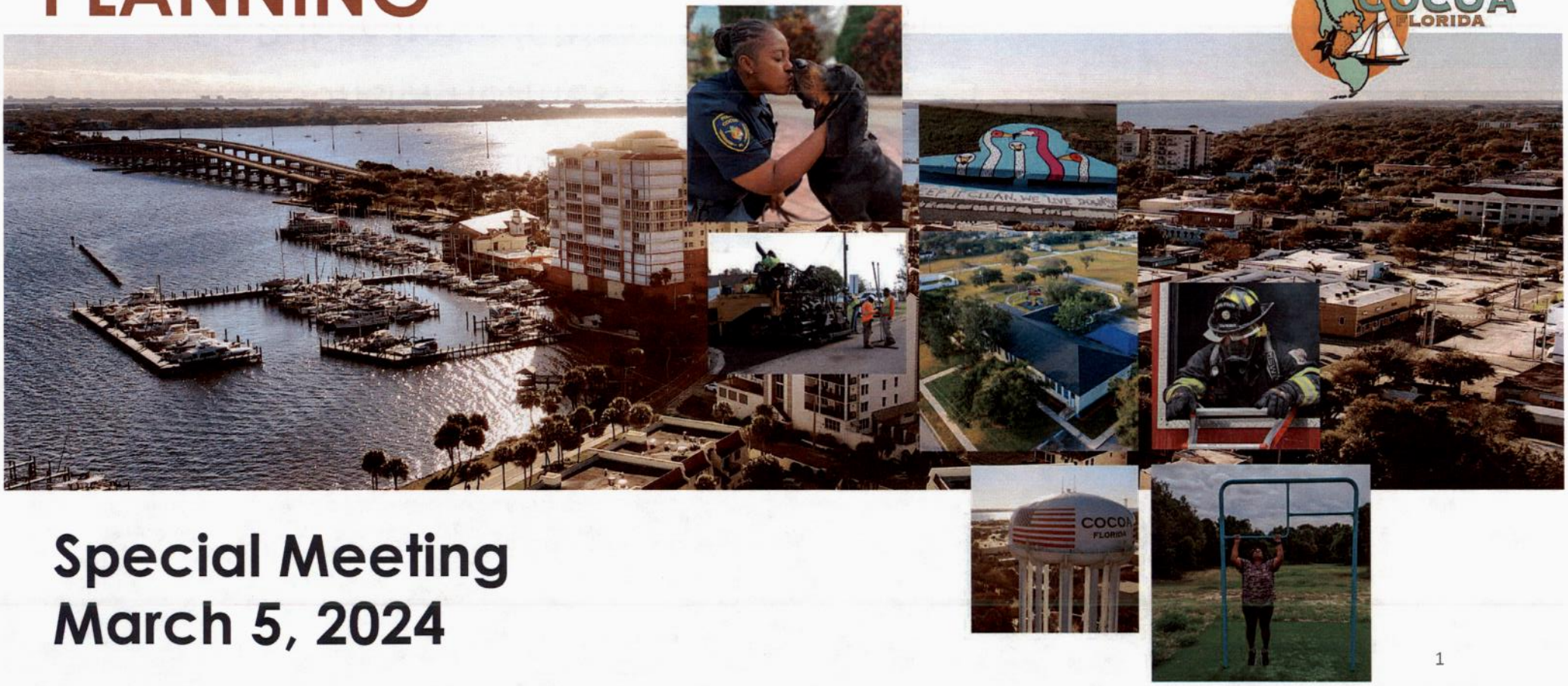
ATTEST:

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Monica Arsenault, CMC, City Clerk

Exhibit A

FY 2025 COUNCIL PRIORITIES & PLANNING



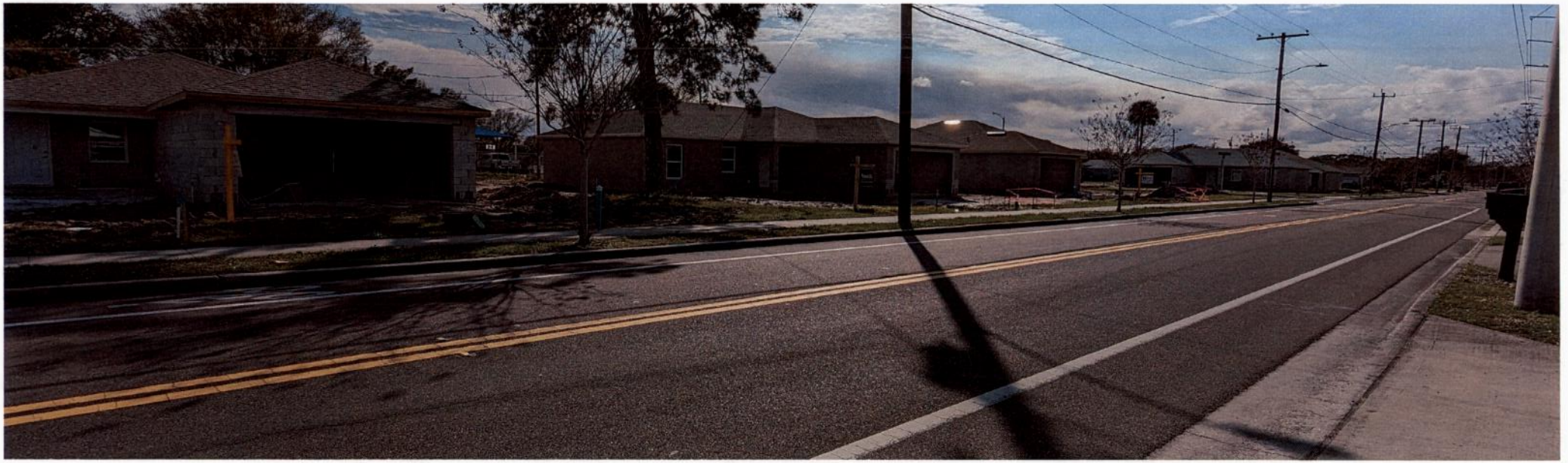
Special Meeting
March 5, 2024

AGENDA

COCOA
FLORIDA

1. Affordable Housing
2. Brightline Train Station
3. Revisiting Priority Areas
4. Council Priorities
5. Public Input/Citizen Participation

AFFORDABLE HOUSING



COCOA
FLORIDA

Affordable Housing

- **Michael C. Blake Subdivision**
- **203 Orange Street (Consent Decree Area /CRA)**
- **Approximately 21 Infill Lots surplused for Affordable Housing**
- **Orchid Lakes Apartment – 90 Units**
- **Allegra Apartments – 10% of Units dedicated to Affordable Housing**

COCOA FLORIDA

Affordable Housing

HUD Sales Price is $269,000 or less

- **Buydown of the Market Appraised Value ($310K to $320K)**
- **Reduces or Eliminates the ROI to reseed the program**

Developing a program for placing Affordable Housing Lots in the Market

- **City of Jacksonville**
- **City of Fort Myers**
- **City of St. Petersburg**

COCOA FLORIDA

BRIGHTLINE INTERMODAL STATION



COCOA
FLORIDA

PRIORITY AREAS

2025



COCOA
FLORIDA

PRIORITY AREAS

COCOA
FLORIDA

In order to produce an enhanced quality of life for our residents, business owners, and visitors where Cocoa achieves its vision for a safe, vibrant, and diverse city that values its rich history and environmental resources, while promoting an engaged and inclusive community with ample employment, housing, recreational, and social opportunities for all, the city must focus on these priority areas:





PUBLIC SAFETY & COMMUNITY STANDARDS



PUBLIC INFRASTRUCTURE



ECONOMIC & COMMUNITY DEVELOPMENT



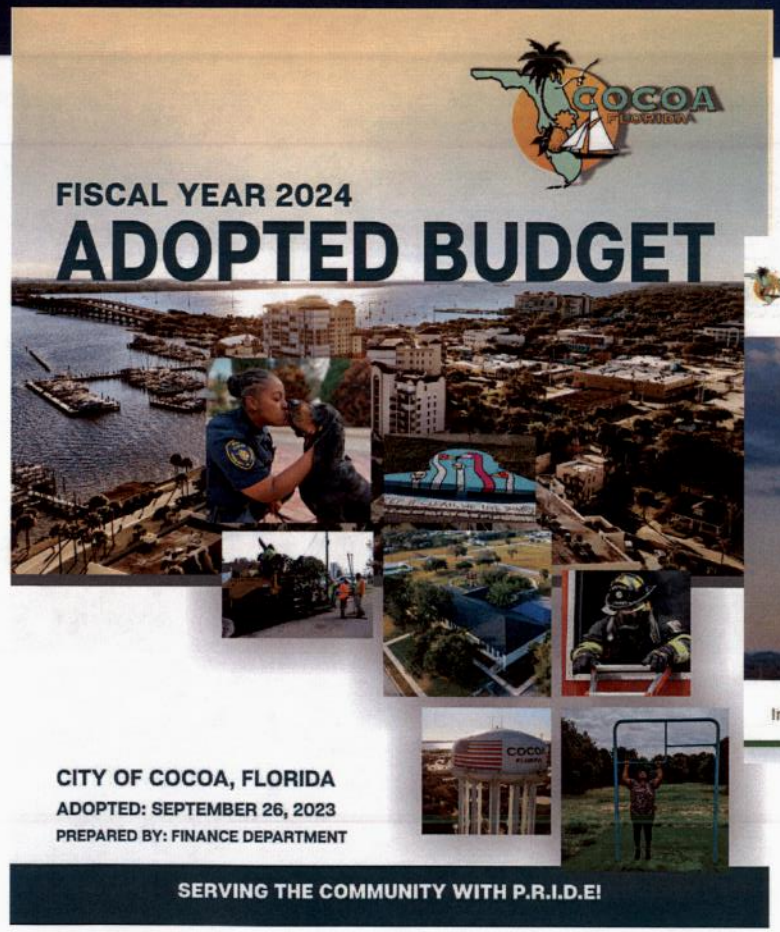
COMMUNITY OUTREACH & ENGAGEMENT

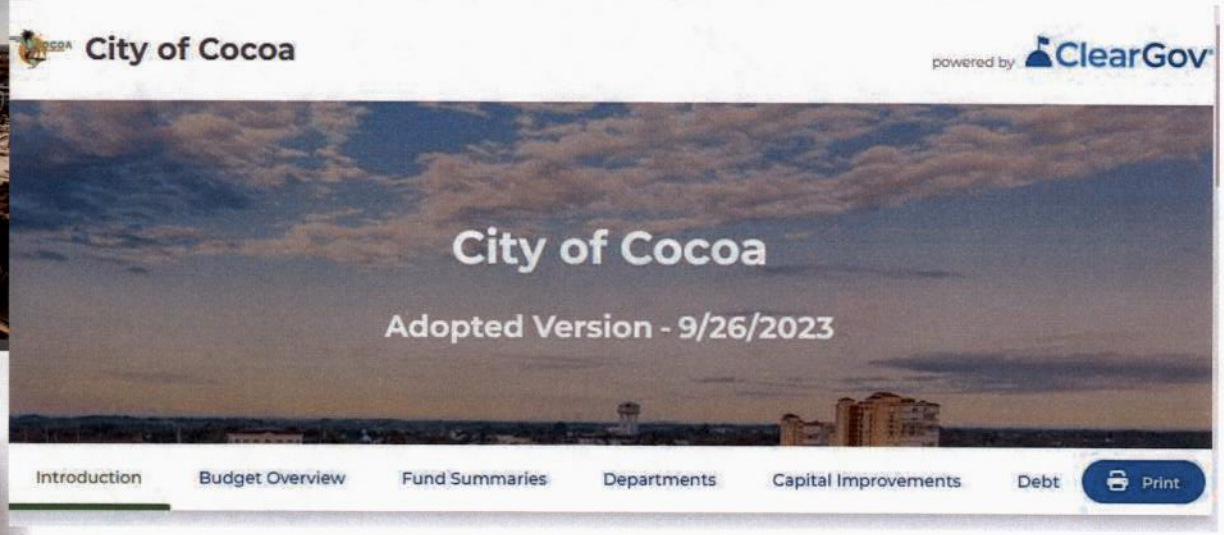


ORGANIZATIONAL EFFECTIVENESS

PERFORMANCE INDICATORS

COCOA
FLORIDA





COUNCIL PRIORITIES

2024/25



COCOA
FLORIDA

FY 2025

Estimated Increase in Expenses	
General Fund Salaries Increases	$853,000
General Fund Medical Insurance (11%)	$462,000
General Property/Liability Insurance (10%)	$94,000
General Fund Fuel (10%)	$35,000
General Fund Utilities (5%)	$46,000
Total Estimated Increased Expenses	$1,490,000

Union Negotiations 2025

COCOA
FLORIDA

PBA - Police rank and file

IAFF – Fire rank and file

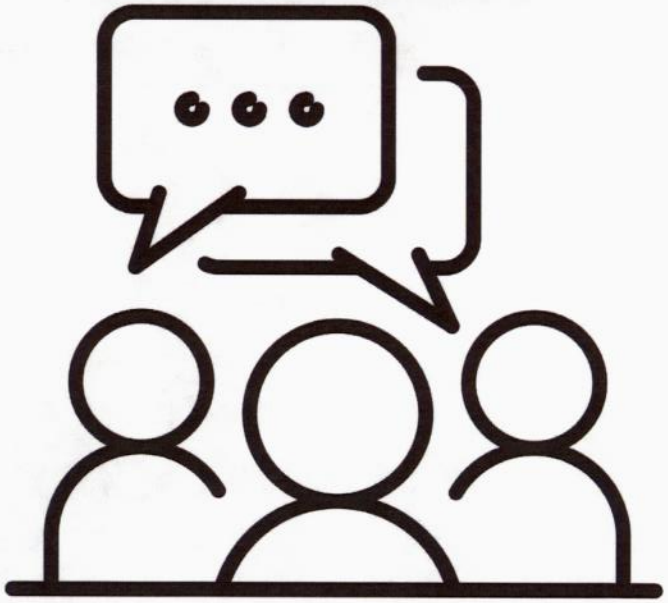
LIUNA – utilities, public works, finance meter readers & customer service reps

Police Lieutenants Wage Opener Only

District Chiefs – still at impasse

PUBLIC INPUT

COCOA
FLORIDA



COCOA
FLORIDA



QUESTIONS



PUBLIC SAFETY/COMMUNITY STANDARDS

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

Initiatives

- Implement pro-active, community-based solutions to build strong community relations.
- Proactively and consistently respond to shifting crime trends and emerging social problems.
- Attract and retain a skilled community-oriented and diverse sworn and civilian workforce.
- Ensure training and readiness of Public Safety employees.
- Enhance community disaster preparedness initiatives.
- Enhance community standard efforts while continuing to strive for voluntary compliance.

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



PUBLIC SAFETY/COMMUNITY STANDARDS

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

Performance Indicators

- Monitor Florida Department of Law Enforcement Habitual Criminal and Sex Offenders Registration & increase community awareness.
- Develop a network within neighborhoods to enhance communication between members of the police department and the community.
- Continue to find new ways to communicate and reach the entire community with the latest news and information.
- Institute an "If you see it, report it" program.
- Establish a Quarterly "Faith Based Alliance" Meeting.
- Enhance the community participation in crime reduction efforts
- Encourage the youth of the community to use police officers as a resource rather than an adversary.
- Attend and present up-to-date statistical information at public meetings.
- Engage citizens in the public safety service-delivery proce



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



PUBLIC SAFETY/COMMUNITY STANDARDS

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

Performance Indicators

- Create and monitor a monthly repeat crime location.
- Provide increased presence in crime "hot spots" to reduce criminal activity.
- Deploy police personnel and resources in a manner to more effectively prevent and respond to crime in Cocoa.
- Ensure Cocoa citizens returning to the community from incarceration are provided support information on community resource partners
- Provide support for the local educational system in Cocoa (increase the educational attainment of Cocoa citizens).
- Incorporate data-based decision-making in determining effective and efficient delivery of services.
- Incorporate advances in technology related to effective and efficient delivery of public safety services.



PUBLIC SAFETY/COMMUNITY STANDARDS

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

Performance Indicators

- Response Time of 320 seconds or less.
- Monitor the top incident types and develop an action plan for each type.
- Ensure training and equipment are sufficient to meet service demands.
- Coordinate with Code Enforcement to gain compliance with chronically nuisance properties.
- Improve the City's physical image through the appearance of privately owned properties within Cocoa through improved maintenance, code enhancements and incentives.
- Improve the City's image through removal of unsightly graffiti and waste accumulation.

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



INVESTMENT IN PUBLIC INFRASTRUCTURE

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

Initiatives

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



INVESTMENT IN PUBLIC INFRASTRUCTURE

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

Performance Indicators

- Resurface Roadway
- Repair Sidewalk
- Create safe walkable streets with access to different modes of transportation.
- Plant New Trees
- Convert or Purchase Vehicles or Equipment into a Hybrid or Electric
- Create additional recreational opportunities within the city outside the downtown area.
- Repair Curbing
- Maintain Stormwater Ponds

ECONOMIC/COMMUNITY DEVELOPMENT

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

Initiatives

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

ECONOMIC/COMMUNITY DEVELOPMENT

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

Performance Indicators

- Address industrial and commercial properties contaminated with hazardous waste or pollution.
- Re-establish boundaries for the City through annexations that will result in additional taxable value..
- Convert Lighting Fixtures to LEDs: Improve Cocoa's image through improved lighting and electrical utility improvements along the roads.
- Improve the city's image through aesthetic improvement of its physical infrastructure, including streets, public buildings, public areas and parks.
- Hydrant Maintenance, Duel Check - Backflow Change-Out, Old Age Meter Change-Out, Radio Read Route Conversion, Valves Maintenance

ECONOMIC/COMMUNITY DEVELOPMENT

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

Performance Indicators

- Recruit new business and industry to increase private capital investment and job creation.
- Identify housing restoration initiatives (Home ownership assistance, housing rehabilitation assistance, demolition of unsafe vacant structures)
- Identify and leverage resources from a variety of sources to invest in identified neighborhoods.
- Research and develop a program to increase the amount of quality senior and veteran housing.
- Address the community's housing needs through a diversity of housing options.



COMMUNITY OUTREACH & ENGAGEMENT

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

Initiatives

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



COMMUNITY OUTREACH & ENGAGEMENT

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

Performance Indicators

- Send out a monthly e-newsletter to subscribers.
- Send out a quarterly printed newsletter to all residents.
- Post news and information on multiple social media platforms.
- Utilize the City's website to send push notifications to subscribers.
- Post a monthly update in the weekly edition of the Florida Today newspaper.



COMMUNITY OUTREACH & ENGAGEMENT

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

Performance Indicators

- Host an annual Citizens Academy program to teach residents and business owners about the City of Cocoa and how it operates and how they can get involved, creating a more educated and engaged volunteer.
- Maintain a branding kit with standards and a use policy application for the community.
- Expand the City's branding efforts beyond existing city buildings and downtown areas.
- Host 6 City sponsored special events throughout the year to reach our diverse community.



ORGANIZATIONAL EFFECTIVENESS

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

Initiatives

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



ORGANIZATIONAL EFFECTIVENESS

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

Performance Indicators

- Send out a weekly summary sheet of employment opportunities
- Improve external outreach by attending job fairs
- Administer monthly new hire orientation training.
- Systematically evaluate service delivery methods.
- Implement a performance measurement system across the City organization.
- Maintain and control the expenditure levels, and reduce them when appropriate, while not substantially affecting the levels of services.
- Diversify and enhance the revenue base available to fund city operations.

Legislation Details (With Text)

File #:	24-369	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	6/28/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Approve the March 26, 2024 Regular City Council Meeting Minutes as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-26-2024 Minutes ADA.pdf Exhibit A: CityManagerContractandAddendums City Manager Contract E-Comments				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 28, 2024
Agenda Date: July 9, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Approve the March 26, 2024 Regular City Council Meeting Minutes as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the March 26, 2024 Regular City Council Meeting Minutes as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

March 26, 2024

A Regular City Council Meeting was held on Tuesday, March 26, 2024, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:05 p.m.

Miss Jackson provided the invocation and Councilmember Goins led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Matthew Barringer	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Charlene Neuterman, Community Services Director; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Lorne Stinnett, HR Manager; Samantha Senger, Communications & Economic Development Director; Mitchell Lawyer, Systems Support Manager; and Jason Dowty, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of March 26, 2024. (24-159)

*** MOTION by Mayor Blake; Seconded by Councilmember Goins to amend the March 26th, 2024 Regular City Council meeting agenda to add Presentation Item III.6, a proclamation recognizing Pinecrest Academy Space Coast for their advocacy efforts in promoting the City of Cocoa as an ideal location for the Brightline Station; to move item VII.1, considering the approval of a First Addendum to the City Manager's Employment Agreement after Awards and Presentations; and to remove item VII.7, a donation request for Cocoa High School's 3rd Grade Literacy and Theater event.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Key to the City Presentation for Jawaan Taylor. (24-123). (Comm. & Econ. Development Director)

   Several of Jawaan Taylor's friends and family spoke on his behalf to congratulate him for his hard work, dedication and humanity both on and off the football field.

   Mr. Taylor was presented a Key to the City in recognition of his athletic excellence and achievements.

2. Florida Government Finance Professionals Week Proclamation. (24-127). (Finance Director)

   City Manager Whitten read a proclamation into the record recognizing Florida Government Finance Professionals Week.

3. Proclamation: Proclaiming Saturday, April 6th, 2024 as an Arbor Day Event. (Mayor Blake)

   Mr. Stinnett read a proclamation into the record recognizing Saturday, April 6, 2024 as an Arbor Day event in the City of Cocoa.

4. Proclamation Recognizing Hemophilia and Bleeding Disorders Awareness Month. (Deputy Mayor Hearn)

   Deputy Mayor Hearn read a proclamation into the record recognizing Hemophilia and Bleeding Disorders Awareness month.

5. Proclamation Recognizing Pinecrest Academy Space Coast for their Advocacy in Promoting Cocoa as an Ideal Location for the Brightline Station. (Walk-on item)

   Councilmember Barringer read a proclamation into the record recognizing Pinecrest Academy Space Coast for their efforts in promoting Cocoa as an ideal location for the Brightline Station.

6. Proclamation Recognizing Water Conservation Month. (24-133). (Utilities Director)

   Mr. Walsh read a proclamation recognizing Water Conservation Month into the record.

7. Approve a First Addendum to the City Manager's Employment Agreement. (24-162). (City Manager)

   City Manager Whitten explained that he is asking Council to consider approving a First Addendum to his contract which will extend his contract from October 2025 to October 2027. He is also requesting to freeze his salary at his current rate for the remainder of this term.

   Additionally, Mr. Whitten gave a short presentation[1] explaining the timeline of past City Manager contracts and addendums.

   Mayor Blake shared that he stands with the City Manager and thinks he has done a lot of great things since he has been in the position.

   Councilwoman Koss shared that she has put a lot of thought into her evaluation and has notated the many good things he has done on her evaluation form. This being said, she has an issue with how performance measures have been done and the fact that performance appraisals have not been done.

   Throughout the last year she feels that progress has been made with the City Manager. She was looking forward to the opportunity to discuss what things have worked and things that could be worked on. Regardless of the decision made this evening, Mr. Whitten will remain the City Manager at least through October 2025.

   Additionally, it is not her intention to let the City Manager go and to sacrifice the citizens and the progress of our government. What she is looking for is measurables, accountability and transparency.

[1] Exhibit A: City Manager Contracts and Addendums

Councilmember Goins asked Councilmember Koss to be more direct about what specifically she means when she says “accountability” and “transparency”. In response, Councilmember Koss explained that she is talking directly about conducting annual performance evaluations. She also feels that it sometimes takes an extensive period of time to have her questions answered which in turn makes it difficult for her to respond to her constituents.

City Manager Whitten shared that being a County or City Manager is one of the most difficult jobs you can have as you essentially have to follow the direction of five different directors. Furthermore, he provided an article from an ICMA HR professional that discusses the value of performance evaluations.

He also shared an email exchange that he had with City Attorney Garganese when he was negotiating his contract when he was selected to be City Manager. He noted that he revised the contract so that instead of receiving a six percent annual increase, he would receive the same increase as the rest of the employees. Additionally, past City Managers were not required to live in the City of Cocoa and he is a Cocoa resident.

Mayor Blake opened the discussion to the public.

Clarence Whipple Jr., 1201 Counts St., Cocoa, shared he is here to speak in support of the City Manager and his request to extend his contract for two additional years. He commended the Council for their selection of Mr. Whitten as the City Manager. Although the Council may have issues with each other, they need to work together on this and remember that they serve the citizens of Cocoa as a whole.

Additionally, it will not cost the City any additional funds as he is requesting to freeze his salary for the next several years. It is very rare that anyone freezes their salary. He would like to encourage the Council to approve this First Addendum to his contract.

Kristin Lortie, 5524 Brilliance Cir., Cocoa, read a statement on behalf of Linda Dolphin who could not attend the meeting this evening. Ms. Dolphin asked that Council vote to deny the request as she feels it is important to allow a newly elected City Council the opportunity to determine what they would like to do with Mr. Whitten’s contract when it expires in 2025.

Furthermore, she feels it would be inappropriate for this Council to make that decision prior to the November 2024 election. Residents should be given the

chance to vote for the candidate they choose who may or may not have the same points of view as the current Council. Mr. Whitten also has the option to request an early extension of his contract after the election or when the automatic renewal clause occurs in April 2025. She urged Council to deny the request at this time.

Ms. Lortie shared that she has witnessed the racial intimidation that was mentioned by Councilmember Koss and will share the information on her page.

Additionally, she asked why the presentation and the addendum were not attached to the agenda item so citizens could view it prior to the meeting.

In conclusion, she feels it is too early to vote for an extension of his contract and asked why he does not wait until after the election.

Pam Shaia, 14 Oleander St., Cocoa, shared that she has worked with City Manager Whitten for many years and feels he has gotten more done in his few years here with the City of Cocoa than the previous City Manager did in his many years of serving the City.

Additionally, he has addressed many of the issues she had as a new business owner in Cocoa Village. She has enjoyed her relationship with him and his staff over the last few years and hopes Council will extend his contract.

Katie Delaney, County resident, shared that this is less about his performance and more about the process. She feels just because the process was handled one way in the past, doesn’t mean it can’t be handled better in the future.

Dick Bankhead, 102 Riverside Dr., Cocoa, spoke about longevity. He talked about the selection of the Police Chief, where over seventy-seven qualified candidates applied and the process it took to make a selection. He also spoke about the process of the budget every year. He asked Council to vote in favor of the request.

Lillian Leber, 5150 Dalehurst Dr., Cocoa, shared that she thinks it is proper to do things in an orderly fashion. She feels that the Council that is elected in November should make the decision to extend the City Manager’s contract. If the decision is made now, it could set a precedent and she feels Council should hold off on the decision.

Aleck Greenwood, 640 Brevard Ave., Cocoa, explained that he feels too much time is wasted on things that are legalities. It is made to appear that Council is

running around blind. He is in favor of extending the City Manager's contract and asked Council to do the same.

Celeste Corrado, 2606 N. Indian River Dr., Cocoa, shared that while she is opposed to the extension of the contract, it is not for the reasons one might think. She is opposed because of the process. It is not about the individual.

She feels that Council should grant the time to really consider the right decision on the right person who has the skills to take the City into the future. If that is Mr. Whitten, then great, but Council should really make careful considerations when making the decision.

Linda Graham, 3711 Crossbow Dr., Cocoa, shared she is in favor of the extension. She agrees with Councilmember Koss that he has done many great things. She has worked under his leadership and she feels very comfortable with him continuing to lead the City. She wished to give him credit not for putting Cocoa on the map because it was already there, but for expanding Cocoa's territory.

She thanked Council for their consideration in extending the City Manager's contract.

Randy Whittaker, 3 Forrest Ave., Cocoa, shared that he and his wife own Tin Whiskey in Cocoa Village. When the previous City Manager was employed, he reached out many times and never received a response.

Since Mr. Whitten has been in office, he has made time to meet with them on several occasions and although some of those meetings may have been contentious, Mr. Whitten always handled and directed the meetings in a very professional way. He feels he is a quarterback star and a winner and the City Council should extend his contract before someone else picks him up.

Thomas Cole, 705 Blake Ave., Cocoa, and Co-Founder and Principal of Emma Jewel Charter Academy, talked about the leadership that Mr. Whitten provides. Mr. Whitten has what he calls the three "bilities" which are availability, the ability to get the job done and stability. He stated that Council has control over the stability of our future and he is asking that they do the right thing and provide that stability.

Kathy Hamilton Brown, 306 Edinburgh Dr., Cocoa, stated that she is advocating for the extension of City Manager Whitten's contract. She shared that he has constantly demonstrated exceptional leadership, strategic vision and dedication

to advancing the interests of Cocoa and its residents. Additionally, several other city managers across the state of Florida have received contract extensions in recognition of their outstanding contributions and achievements. Under Mr. Whitten's guidance, he and staff have stimulated economic growth in our community. He has facilitated affordable housing projects and has prioritized citizen welfare, implemented programs, and created equitable policies which have benefited the citizens of Cocoa. She asked that Council vote to extend his contract.

There being no further comments from the public, the public portion of the item was closed.

City Manager Whitten shared that staff reached out to other cities in Brevard County to inquire about other City Manager evaluations. If he stands corrected, he apologizes, but he does not believe they were ever completed. With that being said, he would like to be held to the same standards.

Councilmember Goins shared that he heard many different things this evening. If it is a matter of meeting certain criteria, Council needs to look no further as City Manager Whitten meets those requirements. Admittedly, he did not vote to select Mr. Whitten when he was seeking employment. Now, he regrets that decision and is happy that he was selected.

Additionally, he is doing his job and if he was not he would not be here. Mr. Whitten works for the City Council and he understands his role. Furthermore, he is not shy or scared to say that he would like to extend his contract as he feels Mr. Whitten is taking the City in the right direction.

Deputy Mayor Hearn shared that he understands the wish to wait until after the election to make the decision to extend the City Manager's contract. It happens on a State level as well so he understands the frustration.

With that being said, it was said previously by a citizen that if you have a star quarterback why swap him out. He feels that his accolades supersede him and if he were to put his resume out on the market right now, he would have no issue getting another job and it would be the City's loss. He has no issue stating his support for the City Manager and extending his contract.

Councilmember Koss reiterated that she put a lot of thought into laying out Mr. Whitten's strengths in her evaluation. She explained that principal accountability is a core value that her own constituents hold her to and something she must

stand for. For this reason, she is opposed to extending the contract at this time. It does not mean she wants to fire him or not reconsider his contract at a later time.

Councilmember Barringer spoke about the various points made this evening. In regard to accountability, he feels that the City Manager is being blamed for the lack of evaluations being done, when really it is the Council's responsibility to evaluate him.

Additionally, he heard many questions about why the extension is being asked for now. He is looking at the long-term vision. With Brightline coming in and other big projects coming in, the City Manager already understands the goings-on of the City. He does not want to bring someone else in who needs to get briefed on a sixty-million-dollar project. Furthermore, if they wait until the last minute, Mr. Whitten may choose to go somewhere else.

He also looks at the company he brings, speaking directly about the staff that runs under his leadership that operate the day-to-day activities of the City. He drinks the tap water and does not think twice about it because he knows the water is safe.

By extending his contract, this guarantees continuity. He is confident in the current City Manager and his thirty plus years of experience.

Mayor Blake shared that City Manager Whitten has a proven track record with Brevard County and he stands by him.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve the First Addendum to the City Manager's Employment Contract.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins

NAYES: Koss

THE MOTION CARRIED (4-1)

* **MOTION by Councilmember Barringer; Seconded by Mayor Blake to take a seven-minute break.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** MOTION by Mayor Blake; Seconded by Councilmember Goins to restart the meeting.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IV. Delegations:

Ms. Lortie wished to talk about the Consent agenda. She mentioned the Attorney General's best practices and calculated the total amount of money of all of the items which equals over one million dollars. She would like to see all cities in Brevard County step it up and allow citizens to speak under Consent items and to be more transparent.

George Brown Jr., 555 W. King St., Cocoa, spoke about the palm trees that are impeding on the sidewalks on his property. He tries to keep up with the trimming but he can't get anyone to pick up the trimmings. He has a lot of property to maintain and he needs someone to come out and pick up the waste.

Ed and Kim Martinez, owners from the Fat Donkey, shared that the transition from Cocoa Beach has been very smooth and thanked the City Manager and staff for everything they've done to help them. He invited everyone to come out on April 6th at 12:30pm to enjoy free ice cream. They are now located at 4 Harrison St., Unit 105 in Cocoa Village.

Ms. Delaney thanked Council for recognizing Women's Month. Additionally, she wished to share that other cities, specifically Cocoa Beach, offer an elections page on their website which provides transparency to their citizens. She wished to share this information with the Council.

Jennifer Kenny, 1917 Quail Ridge Ct., Cocoa, wished to thank the Police Chief and his staff for coming through her neighborhood and leaving informational cards and was sorry she missed them. She also congratulated the City Manager on the extension of his contract.

Denise Hearn, 1546 Clearlake Rd., Cocoa, thanked Council for inviting her to this meeting. She is new to the area and has been able to reach out to various Council members and staff to get to know the area better and she is very thankful for the new friendships and connections.

Mr. Greenwood stated that he is tired of people critiquing and criticizing the City and its staff. They are wasting time and he thinks the staff is professional and has many years of expertise. They are doing a great job and need to continue doing what they are doing.

Wesley Park, 241 Peachtree St., Cocoa, and representing the American Legion Post 22, talked about their upcoming walk and the shirts they have for sale. He invited all to come out and join in on the event. They are accepting applications from veterans and family members of veterans.

V. Consent Agenda:

(A) General Consent Items:

1. Authorize the City Manager to execute an agreement between the City of Cocoa and CSWR-Florida Utility Operating Company (CSWR) for the billing and servicing of wastewater utility records and the collection and remittance of utility receipts. (24-025). (Finance Director)

2. Approve a HOME Investment Partnership (HOME) Program Agreement with Community Housing Initiative, Inc. (CHI) in the amount of $279,799.61 to award funds for the administration of the City's Purchase Assistance Program. Approve a Resolution Amending the FY 2024 HOME Budget, BAF#24-068-A, trueing up the Fiscal Year 2024 accounts. Approve a Resolution to Waive Competitive Bidding. (24-050). (Community Services Director)

3. Council approval for the City of Cocoa to accept the donation of a German Shepard to be used in patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and Officer Matthew Fitzgerald and to Approve a Resolution Amending the FY2024 budget, BAF#24-061-A in the amount of $6,000. (24-111). (Chief of Police)

4. Approve participation in a Cooperative Purchasing Agreement for the purchase of a GMC Sierra 1500 4WD Truck and the associated options and equipment for FY24 utilizing Sourcewell Contract 2024 091521-NAF&06; Approve a Resolution amending the FY 2024 Budget through BAF #24-065-A, in the amount of $48,220 for the purposes of purchasing a new truck for the Building Department. (24-114). (Community Services Director)

5. To Approve Change Order #5 to Purchase Order 77494 with Kirwin Norris, PA, for trial preparation litigation activities, including engineering expert services, regarding the pending lawsuit against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs. (24-116). (Utilities Director)

6. Approve a Save Our Indian River Lagoon (SOIRL) grant funding agreement in the amount of $18,949 for Design and Permitting of a dry retention pond at the intersection of North Cocoa Blvd and Forrest Ave. Approve a Resolution Amending the FY24 Budget, BAF # 24-069-A recognizing the revenue. Authorize the City Manager to Sign and Administer the Grant Agreement. (24-129). (Public Works Director)

7. Announcement of Mayor Blake, Deputy Mayor Hearn and Councilmember Goins to Attend the Florida Black Caucus Conference from April 4 - 5, 2024. (24-132). (Administrative Services Director)

8. To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant Cycle 2023-2024, for salaries, benefits and operating costs for the Victim's Advocate Program, in order to provide victim advocate services to crime victims along with operating budget for supplies. (24-137). (Chief of Police)

9. Approve Task Order 2024-02 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting, Project No. TCR001 in the amount of $177,844, of which the City of Cocoa will fund its pro-rata share of $10,670.64 pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers). Approve a Resolution Amending the FY2024 Budget, BAF#24-071-IFT, to Receive Funding from the Water Suppliers and provided the 6% of City of Cocoa's Portion and Allow for the City Manager to Finalize the Accounting of this project through the BAF. Approve an Amendment to the Consultant Agreement accepting HDR's revised Rate Schedule. (24-153). (Utilities Director)

10. Authorize City Manager to execute purchase orders up to the budgeted amount to Samsara Inc, for Cloud Based Vehicle GPS location service for City of Cocoa vehicles and equipment and Authorize City Manager to execute any Change Orders that may be need for additional vehicle gateways up to the budgeted amounts. (24-154). (Public Works Director) *****Confidential per FS 119.0725*****

(B) Multi-Year Contracts:

11. To Approve Amendment #1 to the Multi-year Task Order 2023-33 with Jacobs Engineering, Inc. (Jacobs) to provide Engineering services for the design, permitting, and bidding of the project to replace the Carbon Dioxide Storage and Feed System at the Dyal Water Treatment Plant (WS23BR); To Approve a Resolution Amending the FY2024 Budget, BAF# 24-053-T and Allow for the City Manager to Finalize the Account Numbers for the Replacement of the Fluoride Bulk Storage Tank (WS23FT). (24-066). (Utilities Director)

12. Approve a multi-year piggyback agreement for Planning and Zoning Services with Inspire Placemaking Collective, Inc. based on the City of Wildwood contract RFQ #2023-011. Authorize the City Manager to approve amendments or extensions to the agreement. Authorize the City Manager to approve task orders up to $106,399 for FY 2024. (24-125). (Finance Director)

13. Approve the three-year collective bargaining agreement between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2023 through September 30, 2026. (24-147). (Administrative Services Director)

* **MOTION by Deputy Mayor Hearn; Seconded by Mayor Blake to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2024-2025 CDBG and HOME program funding. (24-149). (Community Services Director)

Ms. Neuterman shared for Fiscal Year 2024-2025, and based on last's year's allocation, the City anticipates receiving $128,609 in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD) as a direct entitlement. The City also anticipates receiving $76,044 in HOME Investment Partnership Program (HOME) funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

The use of CDBG funds must meet one (1) of the three (3) National Objectives: benefit low/moderate income persons; eliminate or prevent slums or blight; or meet urgent needs. CDBG allows a maximum of 15 percent of the grant to be allocated

to a public service agency and a maximum of 20 percent of the grant be allocated for staff administration.

HOME funds can only be used to address housing needs, such as: home purchase or rehabilitation financing assistance; build or rehabilitate housing for rent or ownership; or for other reasonable and necessary expenses related to the development of non-luxury housing, including site acquisition or improvement, and demolition of dilapidated housing to make way for HOME-assisted development. Additionally, some special conditions exist with HOME funds. The City must provide a 25 percent match for every dollar of HOME funds used (except for administrative costs) from nonfederal sources and at least 15 percent must be set-aside for Community Housing Development Organization (CHDO) activities, 7.43 percent is available for staff administration and the remaining allocation towards eligible HOME activities (2.57 percent is retained by Brevard County as lead agency).

All activities carried out with CDBG and HOME funds must be consistent with the priorities and needs of the five (5) year Consolidated Plan. The FY 2022-2027 Five (5) Year Consolidated Plan was adopted in 2022 and the one (1) year FY2023/2024 Action Plan was adopted in 2023. The FY 2024-2025 Action Plan will be submitted to Brevard County by July 23, 2024 for submission to HUD.

Staff advertised a notice of funding availability along with a Request for Proposals (proposals) using the anticipated grant allocations. In addition to city staff generated requests, five (5) proposals were received. All proposals were reviewed at a publicly noticed meeting by a staff review committee.

Of the five (5) proposals submitted, four (4) requested public service funds related to the CDBG Program. The total amount of funds requested was $91,657 and the City will have approximately $19,291.35 available to support public services. As noted in the RFP, the minimum funding was listed at $3,000. Based on thorough review of each agency's proposal and financial statements, the committee provided recommendations.

Housing for Homeless was a first-time applicant with the City of Cocoa. After the review committee scored the application, funding was not recommended. Staff provided additional technical assistance to try to strengthen their application and encouraged them to reapply next year.

As required by the City's Citizen Participation Plan, staff is requesting City Council hold a Public Hearing to obtain citizen input and comments on housing and community development needs and approve recommendations on FY 2024-2025 CDBG and HOME Program funding. Upon the City Council's approval, a 30-day public comment notice listing proposed projects along with the corresponding Action Plan will be advertised in the Florida Today newspaper. The notice will also

inform the public of the date of the second and final Public Hearing, which will be held after June 1, 2024.

Tara Pagliarini, Executive Director of Family Promise of Brevard, talked about stability and the housing crisis. She talked about the transformation of the old Fire Station 1 which is now the home of Family Promise. The CDBG funds are being requested so that they can work with twenty-five families to return them to stable housing.

Vimarie Monopoli, Senior Director at Aging Matters, spoke about their programs and services that will be provided with the funds they are requesting. Their main focus is to serve the senior citizens in Brevard County. They have faced challenges due to inflation and the increase in cost of living. Now more than ever, they are looking to the City for help. She thanked Council for their consideration and support.

Cindy Mitchell, Director of the Salvation Army's Domestic Violence Shelter, spoke about domestic violence and the services they offer to help prevent it. They offer temporary shelter, resources and economic assistance. Their CDBG funds request will help them purchase food for the shelter.

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

Ms. Lortie shared that she appreciated the presentations and the opportunity for public input. She asked about the proposals submitted and asked if they are open for public inspection. She feels that it is sad that there is not more funding to offer and asked if there was any other way to allocate the funds.

She also inquired about public records requests and noted that in the past she submitted a records request for proposals and was given an invoice due to the staff time it would take to redact the documents. She asked if that is the case again and how the public could go about inspecting the proposals.

In response, it was explained that it depends on the documents being requested and the City's duty to adhere to Florida Public Records Law and the City's Public Record Policy.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Hearn to approve staff's recommendations.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the April 9, 2024 City Council Meeting. (24-163). (Planning Consultant)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to postpone this item until the April 9, 2024 Regular City Council meeting.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

~~1. Approve a First Addendum to the City Manager's Employment Agreement. (24-162). (City Manager)~~

2. Approve the current Code Enforcement Lien for the residence located at 1206 Yale Lane, be reduced to $15,332.50. (24-051). (Chief of Police)

Nathan Meloon, the attorney representing the client, Ms. Risa Fuller, shared the reasons they are asking for a reduction. One of the homeowners had a major stroke and since he took care of the rental properties, his wife had no idea there were any violations. One she found out she tried to take care of it right away.

He shared that the home owner was told by a previous Code Enforcement Officer that the case was closed. The property is now in compliance. They are requesting that the lien be reduced to the City's cost.

Chief Collier clarified that staff recommended the lien be reduced to $3,840.28, however the Code Board voted to recommend $15,332.50.

Councilmember Goins asked the homeowner if she frequented the property to collect rent. In response, she shared that the rent was normally sent to her electronically. She is not sure where the notice of violation was mailed to but she never received it.

Councilmember Goins shared that he feels that he does not have enough information to make a proper motion.

* **MOTION by Councilmember Goins; Seconded by Deputy Mayor Hearn to table the item with discussion.**

Chief Collier phoned Augusto Gonzalez, Code Enforcement Officer for the City of Cocoa and asked him to testify.

Mr. Gonzalez stated his full name and position with the City for the record.

Councilmember Goins asked Mr. Gonzalez if the City met the statutory requirements for sending the notices. In response, Mr. Gonzalez noted that this case was heard before the Code Board and they felt the requirements were met which is why they chose to reduce the lien to half the cost of what was originally being presented.

The attorney asked Mr. Gonzalez how long he has been employed with the City. In response, Mr. Gonzalez stated about four years.

The attorney asked if Mr. Gonzalez had been employed at the time the notices were sent out. In response, Mr. Gonzalez stated that he did not send the notices himself or oversee the mailing but he does have access to the case files and is able to see what was done at that time.

Councilmember Barringer shared his concerns regarding the case and noted that at this time he is supportive of the Code Board's recommendation, however he is open to tabling the item to get more information.

The Attorney asked if Council would be willing to meet in the middle to settle the case this evening and allow his client to pay half of the $15,332.50 which would be $9,586.39.

It was clarified that there is a motion on the floor that needs to be voted on.

THE VOTE ON THE MOTION WAS:

AYES: Hearn

NAYES: Blake, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (1-4)

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins to approve the counteroffer of $9,586.39 proposed by the applicant.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve the current Code Enforcement Lien for the commercial property located at 1127 W King St, be reduced to $4,085.42. (24-098). (Chief of Police)

Ms. Elena Swiden, representing Moto Werks LLC, shared that she is the applicant and she is in support of the Code Board's recommendation.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Hearn to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve the current Code Enforcement Lien for the residential property located at 633 S Varr Ave, be reduced to $1,500.00. (24-100). (Chief of Police)

Rufus Murphy, 633 S. Varr Ave., Cocoa, shared that he is the applicant and shared his extenuating circumstances. He cleaned up the property and would like the lien to be forgiven. He has continued to make improvements on the property and would like to start again with a clean slate.

Councilmember Barringer asked the applicant if this was a permanent residence that his wife stayed at while he was in the military. In response, Mr. Murphy stated that it was not a rental and his wife did reside there, however she was a MS patient and ultimately ended up passing away from her illness.

He had no idea that there were any violations on his property when he returned home and found out later that the people he hired to cut his grass never did.

* **MOTION by Councilmember Koss; Seconded by Councilmember Barringer to reduce the lien to $0.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve an Interlocal Agreement with Brevard County transferring to the City of Cocoa the road right-of-way, maintenance, and associated functional responsibilities for James Road west of Friday Road. (24-120). (City Attorney)

Ms. Delaney asked if the Council will, moving forward, work with Brevard County to keep the accessibility of the roads open to emergency vehicles as they continue to be developed.

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to allow the meeting to continue for another hour.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Consider approval of the Interlocal Agreement regarding the James Road Segment with the Windward Preserve Community Development District for perpetual maintenance of the James Road Segment. (24-121). (City Attorney)

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

~~7. Consider a Donation request for Cocoa High School's 3rd Grade Literacy and Theater Event. (24-130). (City Clerk)~~

8. Request Council approval of an Interlocal Agreement (ILA) for Affordable Housing construction and related costs, up to $800,000, in the Michael C. Blake Subdivision between the Diamond Square CRA and the City of Cocoa; Approve

a Resolution Amending the FY 2024 Budget, BAF #24-066-IF2, in the amount of $800,000, transferring this amount to the City's General Fund to complete the construction of the five affordable homes and BAF#24-070-T in the amount of $92,651 transferring funds within the General Fund; Approve an Amendment to the Construction Agreement between the City of Cocoa and Community Housing Initiative, Inc. for the construction of five (5) homes in the Michael C. Blake Subdivision. (Community Services Director) (24-150). (Community Services Director)

Ms. Lortie noted that this item has ties to an item that was approved on the Consent agenda earlier this evening. She feels that not all of the attachments were included with the item and she would have liked to see them and asked if they could be sent to her. She pointed out that she also would have liked to speak on the item that was on the Consent agenda.

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Request Council approval of a waiver of Utility Impact Fees for the affordable housing construction in the Michael C. Blake Subdivision. (24-160). (Community Services Director)

Ms. Neuterman explained that as part of the construction of the five new homes in the Michael C. Blake Subdivision, the installation of new water utilities is necessary, resulting in the imposition of impact fees. The city is installing the infrastructure and meters for each home at a total cost of $33,210.78

Under Florida Statute, Section 163.31801 (11), the City is permitted to provide an exception or waiver for an impact fee for the development/construction of housing that is affordable, as defined in Florida Statute 420.9071. Under FS 163.31801(11), the City is not required to use any revenues to offset the impact of the expenses. They are required to report the waiver granted in their annual financial statements.

Staff is requesting approval of a waiver of Utility Impact Fees for the purpose of constructing affordable housing (5 homes) in the Michael C. Blake Subdivision. Upon approval, the fees paid for the impact fees will be reclassified back to the construction account for the project.

*** MOTION by Deputy Mayor Hearn; Seconded by Mayor Blake to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

10. Approve Resolution #2024-030 establishing the Vacant Property Registration Fee for Foreclosed Vacant Properties within the City of Cocoa. (24-151). (Community Services Director)

*** MOTION by Mayor Blake; Seconded by Councilmember Goins to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

11. Consider the appointment of 1st Alternate member Melissa Acosta-Bonilla to fill a Regular member vacancy on the Code Enforcement Board. (24-157). (City Clerk)

*** MOTION by Councilmember Goins; Seconded by Councilmember Barringer to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approval of the 2023 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement by maintaining 239 jobs at an average annual wage above $42,421. (24-143). (City Manager)

*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Koss to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Data showing the relation between the estimated and actual income and expenses to date. (24-134). (Finance Director)

2. FY 2024 February Budget Adjustment Report. (24-135). (Finance Director)

3. Any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (24-136). (Finance Director)

4. Bi-weekly Report from February 23 - March 21, 2024. (24-156). (City Manager)

X. Reports:

City Manager Whitten wished to announce that Ms. Bowman and the Finance department are proud to announce that they had another clean audit.

Mayor Blake shared information from the Space Coast TPO meeting he attended which talked about automation and electric vehicles.

Additionally, Mayor Blake shared photos from several events he attended recently.

Deputy Mayor Hearn shared information about Trash Bash on Saturday, April 6th from 8am-1pm. The Mayor's Fitness Challenge will also be held at Bracco Pond on April 20th. For more information citizens can reach out to him directly.

Councilmember Koss provided an update on District 4. She shared information about the State of Economy event. She also enjoyed the presentation that was given at the Space Coast TPO meeting.

Additionally, she visited one of the museums in Daytona and was able to learn about how they conduct their fundraising.

Lastly, she shared photos of the Orchid Lakes apartments and Cirrus apartments being developed.

Councilmember Barringer shared photos from recent events he attended. He shared that he attended an Orange County Government meeting today and pointed out that they had sixty-five items on their Consent agenda.

He added that a few weeks ago he mentioned that Cocoa is struggling with some D rated schools. He went ahead and reached out to Representative Trent for some solutions and received zero response. He asked if Council, as a whole, would be willing to direct the City Manager to coordinate a presentation at an upcoming meeting to address the issues at the schools and what can be done.

Councilmember Goins shared photos from recent events he attended. Additionally, he pointed out that the signs around Cocoa High School are old and need to be replaced.

XI. Adjournment:

*** MOTION by Councilmember Goins; Seconded by Deputy Mayor Hearn, to adjourn the Regular meeting of March 26, 2024.**

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 11:54 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk

City Manager Contracts and Addendums

- In 2020 the City Manager position vacancy was advertised from May 15th to June 12th

- On November 3, 2020, there was a City election for the Mayor and two Council seats

    - End of the Advertisement Period – **144** days before 11/3/2020 Election
    - Selection of City Manager – **81** days before 11/3/2020 Election
    - Approval of City Manager Contract – **55** days before 11/3/2020 Election

Exhibit A

COCOA FLORIDA

City Manager Contracts and Addendums

- The previous City Manager requested and had approved two addendums to his contract

  - Original Contract – February 25, 2013 to February 26, 2016
    - **City Elections – November 8, 2016**
  - August 26, 2014, First Addendum – Extended to 9/30/2017

  - New Contract Term – September 30, 2017
    - **City Elections – November 6, 2018**
  - July 11, 2017 Second Addendum – Extended to 9/30/2020

COCOA FLORIDA

City Manager Contracts and Addendums

- Form Emails from Titusville and Unincorporated Citizens regarding this requested Addendum

- Titusville City Manager Agreement dated August 7, 2014
  - **Section 3. <u>Term</u>.**
    A. The term of this Agreement shall commence on September 1, 2014, and pursuant to Sections 16 and 17 of the City Charter of the City of Titusville, the City hereby employs the Employee for **an indefinite term**.

- Brevard County Manager Agreement
  - On February 7, 2023, Unanimous Approval of Modified Contract with no term date

From: Kristin Lortie
To: Carie Shealy; Monica Arsenault
Cc: Lorraine Koss; Michael Blake; Matthew Barringer; Lavander Hearn; James Goins; Stockton Whitten; Anthony Garganese (OrlandoLaw)
Subject: Please vote NO on Agenda 24-162 to Approve a First Addendum to the City Manager"s Employment Agreement
Date: Monday, March 25, 2024 10:32:14 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

City of Cocoa Clerk,

I am requesting that the statement below be added to the meeting minutes for the 3/26/24 Meeting Minutes for Agenda item 24-162.

Mayor Blake and Cocoa City Council Members,

I am writing to request your support for the 2024 election, by voting **NO on agenda item 24-162 to Approve a First Addendum to the City Manager's Employment Agreement**. The Cocoa city manager's contract is not scheduled to renew until October 2025. There is no need to **prematurely renew Mr. Whitten's contract at this time**. Your decision to renew the city manager's contract will reflect to residents that city council members do not care about the will of the Cocoa voters in the upcoming election, nor the wishes of the city council that will be seated in November 2024 after the November 5th election. The extension of Mr. Whitten's current contract is a **matter best decided by the council members that he will be serving following the 2024 election, including if the council members remain the same**. Council members' premature contract renewal thwarts the authority of the council members that prevail in the 2024 election.

At the 3/12 County Commission meeting, the commissioners deliberately chose against moving toward a 3-year contract renewal for their lobbyist and instead opted for a 1-year contract, specifically not to tie the hands of the incoming commission, and which was the better decision regarding length of contract. The decision had nothing to do with the actual performance of the lobbyist in question. This is the same thought process council members should apply to Mr. Whitten's current request.

Further, the meeting agenda details state that *"council members will provide performance evaluations"* as a part of the premature contract renewal and that he is capping his current salary. The addendum itself was not attached to online details; it is still not available for public review as of Monday evening at 10 p.m. Regarding the salary freeze, while it certainly saves the city some amount of dollars to cap Mr. Whitten's salary, at $196,227.20/year a 3% raise comes out to $22.64/workday. For a city that allocates millions of dollars per city meeting, $22.65/day hardly seems worth the cost of tying the hands of the next city council.

On the performance reviews, as (4) council members are aware, I brought the performance evaluation matter up as a concern multiple times in 2022, and in writing and during public comment in 2023. The fact that Mr. Whitten is now willing to have a performance review in order to gain additional advantage for himself is an unacceptable exchange. Mr. Whitten's refusal to abide by his current contract should not have been tolerated by city council members for the past 2.5 years, but his willingness to begin abiding by his contract in 2024 should not gain him the additional privilege of prematurely extending his contract.

I have received a preview of the form that Mr. Whitten is using, and the **anemic 2-page form he provided to you is not a useful tool to gauge his performance.** Instead it is reflective of the **ongoing lack of accountability that has eroded the current city leadership**. I would suggest that council members and Mr. Whitten review the more robust evaluation tools used by the prior city manager. When researching this item today, I was able to locate the last review of the prior city manager in the city's archives. This could be especially helpful to Councilmen Hearn and Barringer who have not been through a Cocoa city manager evaluation process, and serves as a reminder to the (3) members that have been through a more robust review process. Mr. Whitten's predecessor had **(40) evaluation criteria measured on a 1-5 scale on the prior city evaluation tool**. **Mr. Whitten's evaluation contains only (8) evaluation criteria, and only (3) measurement options to select from** (Excellent, Satisfactory, and Needs Improvement). Why would council be satisfied with such a watered down tool when (4) of you have personally utilized a more robust system? **Based on the criteria alone Mr. Whitten's form has only 20% of the criteria measures as the prior form does. How is this acceptable to city council members?** It appears to be a "check the box" event rather than a useful tool. BTW I have just reviewed the Titusville city manager's most recent performance review, and it is similar to the prior city manager's tool with extensive commentary included from city council members. Why not create a thorough review process that is not susceptible to the current criticisms?

Here is a link to this review: https://cocoa.legistar.com/LegislationDetail.aspx?ID=4390167&GUID=4AFEEC0D-058B-43FF-8F9F-CB24F7F14657&Options=&Search=&FullText=1&fbclid=IwAR3VJHKByXCdzfW7CqBTa1itm2ueaHCrpz6XNItCAXazPEG31yf1DG21YxY

Lastly, with the topic of strategic planning making it to Mr. Whitten's evaluation criteria sheet, I'd like to mention that after a search of the city's budget website, I was able to locate the few goal statements that are included in the city's budget workbook under various (but not all) departments. These are buried by scrolling down within some of the department tabs in case you haven't searched yet. I did locate one SMART goal regarding the police reducing crime by 50% by 2024. Unfortunately the best example I found does not appear to have been updated as it's now 2024. What I found overall was more aspirational or affirmative statements that were not time-specific or measurement-specific. The city manager even included one of his (3) goals for hosting the Citizens Academy, which I found slightly amusing. **Are the city's goals and objectives to simply repeat what they did last year? I would certainly not consider these measurable goals.**

Please request Mr. Whitten utilize the city's prior performance evaluation tool which was more robust, contained more relevant and detailed criteria, and included both a self-evaluation and the city manager's own Goals and Objectives for himself. As proposed by Councilwoman Koss at the February 20th city workshop, the city should originate actual performance measurements and targets for the city for the residents to understand the specific items the city is targeting each year in a single document, and to stop the

numerous attempts to gaslight residents and council members with various illustrations of city strategic planning that is not strategic planning.

In closing, please support the voters of Cocoa and the City Council that will be elected on November 5, 2024, by voting NO on agenda item 24-162. Let the Cocoa voters and the post-election city council members determine the future and the length of tenure of the city manager position in the City of Cocoa.

I am requesting confirmation of receipt of my comment by the city clerk, and confirmation that it will be included in the city meeting minutes under the noted agenda item.

Sincerely,

Kristin Lortie, ***Cocoa Resident Concerned about the Current City Manager Proposal Thwarting the Will of Cocoa Voters in the November 2024 Election***

From: Lil L
To: City Council
Subject: "NO" TO EARLY APPROVAL OF CITY MANAGERS EMPLOYMENT AGREEMENT
Date: Monday, March 25, 2024 4:10:31 AM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Mayor Blake and Cocoa City Council Members,

I am writing to request your support for the 2024 election, by voting NO on agenda item 24-162 to Approve a First Addendum to the City Manager's Employment Agreement. The Cocoa city manager's contract is not scheduled to renew until October 2025. There is no need to extend this contract at this time. I truly can't figure out why this is even on the agenda in March 2024. .

Please support the voters of Cocoa and the City Council that will be elected in November 2024, by voting NO on agenda item 24-162. Let the Cocoa voters and the new city council determine the future and tenure of the city manager position in the City of Cocoa.

Sincerely,

Lillian Leber
Cocoa

From: Carter, Tammy
To: City Council
Subject: Agenda item 24-162 to Approve a First Addendum to the City Manager's Employment Agreement
Date: Tuesday, March 26, 2024 9:55:37 AM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Mayor Blake and Cocoa City Council Members,

Being unable to attend the meeting this evening due to be out of town on business travel, I am writing to urge you to vote **NO** **on agenda item 24-162 to Approve a First Addendum to the City Manager's Employment Agreement.**

The Cocoa city manager's contract is not scheduled to renew until October 2025. Given that the deadline is over a year and half away, the renewal vote is premature at this time. On the surface, this could easily be interpreted as an attempt to subvert the will of the electorate plus it ensures that the 2024 council are unable to choose their city manager.

Let the Cocoa voters and our new city council determine the future and tenure of the city manager position for the City of Cocoa.

Please, vote **NO** **on agenda item 24-162** to show your support of the 2024 election and the will of Cocoa's voters.

Regards,

Tammy
1809 Indian River Dr.
Cocoa, Fl.

Tammy Carter
Sr. Product Manager

Curtiss-Wright
20130 Lakeview Center Plaza, Suite 200, Ashburn, VA 20147 United States
T: 703.840.6690 | M: 703.431.8928
tammy.carter@curtisswright.com | www.curtisswrightds.com

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From: CCorrado
To: Monica Arsenault
Subject: Cocoa City Manager"s Contract - Please Add My Comment to The Meeting Minutes for 3/26/2023
Date: Monday, March 25, 2024 11:17:18 AM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Attn: Monica Arsenault---City of Cocoa Clerk
Re: Add comments to Meeting Minutes for 3/26/2023

I am requesting that the statement below be added to the meeting minutes for the 3/26/24 Meeting Minutes.

Mayor Blake and Cocoa City Council Members,

I am writing to request your support for the 2024 election, by voting NO on agenda item 24-162 to Approve a First Addendum to the City Manager's Employment Agreement. The Cocoa city manager's contract is not scheduled to renew until October 2025. There is no need to prematurely renew Mr. Whitten's contract at this time. Your decision to renew the city manager's contract will reflect to residents that city council members do not care about the will of the Cocoa voters in the upcoming election, nor the wishes of the city council that will be seated in November 2024 after the November 5th election. The extension of Mr. Whitten's current contract is a matter best decided by the council members that he will be serving following the 2024 election. Council members' premature contract renewal thwarts the authority of the council members that prevail in the 2024 election.

The meeting agenda details state that council members will provide performance evaluations as a part of the premature contract renewal and that he is capping his current salary. The addendum itself was not attached to online details and I have requested it from the clerk. As council members are aware, I brought this matter up as a concern multiple times in 2022, and in writing and during public comment in 2023. The fact that Mr. Whitten is now willing to have a performance review in order to gain additional advantage for himself is an unacceptable exchange. Mr. Whitten's refusal to abide by his current contract should not have been tolerated by city council members for the past 2.5 years, but his willingness to begin abiding by his contract in 2024 should not gain him the additional privilege of prematurely extending his contract.

Please support the voters of Cocoa and the City Council that will be elected on November 5, 2024, by voting NO on agenda item 24-162. Let the Cocoa voters and the post-election city council members determine the future and tenure of the city manager position in the City of Cocoa.

Sincerely,

Concerned Cocoa Resident - Celeste Corrado

From: Marilyn Ross Smith
To: Monica Arsenault; Michael Blake
Subject: Endorsement for Extension of Salary for Mr. Stockton Whitten
Date: Tuesday, March 26, 2024 3:25:19 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Dear Council & City Manager,

I hope this email finds you well. I am writing to express my full endorsement and support for extending Mr. Stockton Whitten's salary for another year. As a key member of our community, Mr. Whitten has consistently demonstrated outstanding leadership and commitment to our collective success.

One of Mr. Whitten's most significant contributions has been his exceptional rapport with our community. His ability to engage with diverse stakeholders and foster positive relationships has been instrumental in promoting cooperation and unity among various groups. This has not only enhanced our community's cohesion but has also contributed significantly to our overall growth and development.

Moreover, Mr. Whitten's efforts have led to the attraction of reputable and respectable businesses to our area. A notable example is the successful partnership with Brightline, which has brought substantial benefits to our community in terms of economic opportunities and infrastructure development. Mr. Whitten's strategic vision and effective negotiation skills have played a pivotal role in securing such partnerships, further highlighting his value to our community.

Given Mr. Whitten's proven track record of accomplishments and his ongoing dedication to our community's prosperity, I strongly recommend extending his salary for another year. Doing so not only acknowledges his past achievements but also reinforces our commitment to retaining top talent that positively impacts our community's growth trajectory.

Thank you for considering my endorsement, and I look forward to continued collaboration and success under Mr. Whitten's leadership.

Best regards,

Marilyn Ross Smith

Diamond Square Board Member (321) 795-1252

Follow Me Online!
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IMDb

From: Tammy Findlay-bell
To: Monica Arsenault
Subject: Extending City Manager's contract
Date: Monday, March 25, 2024 10:45:35 PM

Greetings,
I'm Tammy Findlay-Bell and I reside at 244 Lemon Street in the great city of Cocoa. I'm writing to support extending the contract of our City Manager, Mr. Stockton Whitten. I've witnessed first hand the hard work and dedication Mr. Whitten has given our city. I've worked with him on a special project to help meet the needs of our citizens and witnessed his diligence, heartfelt support and commitment to making our community a safer and more prosperous place. It has truly been an asset having him, our Police Chief and Mayor striving for excellence. We have seen the growth under his leadership. Please consider supporting the extension of his contract.

Sincerely submitted,

Sent from my iPhone

Tracy Moore
2747 Wentworth Place
Cocoa, FL 32926

Monica Arsenault
City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

March 26, 2024

Greetings Ms. Arsenault,

This letter is in support of extending the contract of Cocoa City Manager, Stockton Whitten.

Mr. Whitten has been a strong and effective advocate for the City of Cocoa, and has a stellar reputation in the Cocoa community. His efforts in the Diamond Square Community has yield outstanding results, such as the Veteran Village for Homeless Female Vets and their families, working with the board on building partnership with foundations focused on community sustainability, and providing insights into how to leverage Diamond Square funds for upward mobility and enhancements.

I look forward to working with the City of Cocoa as a UNITED community as we become a gateway for Central Florida through TEAM Cocoa's efforts through Bright Line. Stockton Whitten should be commended for his forward thinking.

Sincerely,
Tracy Moore
Cocoa Citizen, and Chairperson
Diamond Square Redevelopment Agency

Errol Beckford

Contact

1222 Dixon Blvd.
Cocoa, FL 32922
PH. 321.961.1575

Monica Arsenault
City Clerk
City of Cocoa

Dear Monica Arsenault:

It is with great contentment that I support and recommend Mr. Stockton Whitten for the continuation in his position as the City of Cocoa City Manager.

Stockton Whitten and I met several times earlier this year upon my request for a meeting. I had the pleasure of sitting down with him to discuss the furthering of safety and development of our exceptional city of Cocoa. In addition, I wanted to discuss some concerns I had about our community and share my vision with him in that area.

As a Pastor in this city for over twenty-four years and a business owner, economic development is of grave importance to me and something I hold dear to my heart.

Upon meeting with Stockton, I immediately recognized and could see how genuine he was and concerned about these matters as well. I could tell we shared the same values and ideas on how to rebuild our community. He has a strong desire to see Cocoa grow economically and see a reduction in crime.

Mr. Whitten has the experience and expertise our growing community needs to go forward into the next chapter. I truly believe he is an asset and extremely valuable to the city of Cocoa.

Stockton is very knowledgeable and skilled in his field of work. Since he has taken on this position I can see progress and improvement. He is a team player and all-around leveled individual who shows no partiality.

Undoubtedly and with high confidence I can recommend his continuance as the City Manager of Cocoa.

Whatever your decision, please accept my sincere thanks for your time and consideration of my request.

Sincerely,

Errol Beckford

Stone Street Church of God

708 Stone Street
Cocoa, FL 32922

From: Bishop Timothy McGahee, Pastor
Stone Street Church of God

To: City of Cocoa

RE: City Manager Contract Extension

We greet you in the name of our Lord and Savior Jesus Christ. We, the Pastor, Officers, and Members of Stone Street Church of God, would like to give our **full support** for the Proposed Contract Extension of the City Manager (VII.1 24-162). His cooperativeness in matters concerning our community has been outstanding.

May God ever Bless You!

From: jhunnicutt4@gmail.com
To: City Council
Subject: Mayor Blake and Cocoa City Council Members,
Date: Monday, March 25, 2024 2:11:40 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Mayor Blake and Cocoa City Council Members,
I am writing to request your support for the 2024 election, by voting NO on agenda item 24-162 to Approve a First Addendum to the City Manager's Employment Agreement. The Cocoa city manager's contract is not scheduled to renew until October 2025. There is no need to renew this contract at this time.

Please support the voters of Cocoa and the City Council that will be elected in November 2024, by voting NO on agenda item 24-162. Let the Cocoa voters and the new city council determine the future and tenure of the city manager position in the City of Cocoa.

Sincerely
Janice Hunnicutt.
4948 Hidden Pine Place
Cocoa. 32926

Sent from my iPad

From: Tammy Findlay-bell
To: Monica Arsenault
Subject: Mr. Stockton Whitten
Date: Tuesday, March 26, 2024 4:53:42 PM

I'm Sammie Robbins, a Retired employee of the City of Cocoa Utilities Dept. and a resident since 1957. I was just made aware of the situation with our City Manager. I want to extend my support and gratitude for Mr. Whitten. I'm very pleased with his work and willingness to help build a better city. I think as a community we have seen greatness under our present leadership! I support wholeheartedly extending the contract of Mr. Whitten. Thank you for your consideration of this matter.
Sent from my iPhone

From: Toni
To: City Council
Subject: NO on agenda item 24-162.
Date: Sunday, March 24, 2024 7:49:22 AM

Mayor Blake and Cocoa City Council Members,

As a frequent visitor to Cocoa both on business and recreation, I am quite concerned about an item coming before Council concerning the premature extension of contracts.

I am writing to request your support for the 2024 election, by voting **NO on agenda item 24-162 to Approve a First Addendum to the City Manager's Employment Agreement.** The Cocoa city manager's contract is not scheduled to renew until October 2025. There is no need to prematurely renew his contract at this time.

Please support the voters of Cocoa and the City Council that will be elected in November 2024, by voting **NO on agenda item 24-162**. Let the Cocoa voters and the new city council determine the future and tenure of the city manager position in the City of Cocoa.

Sincerely,
Toni Shifalo
Titusville

From: Linda Dolphin
To: Carie Shealy; City Council
Subject: Re: Agenda Item 24-162
Date: Monday, March 25, 2024 7:30:37 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Dear Council Members,

I am asking you to vote against Agenda Item 24-162 at the Council meeting on 3/26/24 because it is important for a newly elected council to be allowed to determine what to do with Mr.Whitten's original contract at the end of its term in 2025 without any cost to the city. It would be inappropriate for this council to make that decision before the upcoming 2024 election. Residents should be allowed to vote for either the current council members who may seek re-election or vote up to 3 new council members into office who may have different points of view from the current members.

As the upcoming election is less than 9 months away, Mr. Whitten could request an early extension of his contract as soon as a new council is sworn in after the 11/24 election or he could simply wait for the "automatic" renewal clause which occurs in April 2025. If a potentially new council agrees that Mr. Whitten is doing a good job, his contract will automatically be renewed in April 2025 thus providing continuity of leadership. Why require the newly elected 2024 council to wait 2 additional years to have any option to make a no-penalty decision regarding his contract? Of what benefit could that be to the city?

I would also request that council members complete the evaluations of Mr. Whitten on an annual basis which are REQUIRED by his current contract and which the residents of Cocoa have continually requested be done. None have been completed during his previous 3 years of employment. His first request for an evaluation was made this month due to his desire to extend his contract.

As stated in the agenda item, Mr. Whitten has requested this early contract extension due to the unprecedented growth that Cocoa is experiencing and suggesting that Cocoa needs continuity of leadership during this time. If he is effective in his job, his contract will continue to renew every 3 years starting in 2025 without any action required on his or council's part, so there will be the continuity of leadership he seeks. If he is not effective in his role, council members should have the right of no-penalty decision-making at the end of his current term in 2025.

As far as the benefit to Cocoa is concerned, Mr Whitten stated he would forgo salary increases for 2 years which would potentially save the city up to $6,000 per year, (or more if director salaries are increased by more than a cost of living adjustment). A reduction of $6,000 to Cocoa's multimillion dollar annual

budget is a rounding error at best and provides no financial incentive to extend his contract. Based upon these points, I can see no reason to approve Agenda Item 24-162. I hope you agree with me.

Please vote no to preserve the authority of the voters of Cocoa and the decision-making of the 2024 elected representatives. I am requesting that my statement be included in the 3/26 meeting minutes as an e-comment and that the clerk confirm that it has been included. Thank you for your consideration.

Linda Dolphin

21 year Cocoa resident

Sent from my iPhone

From: Sheila Smiley
To: City Council
Subject: Retain Stockton Whitten
Date: Tuesday, March 26, 2024 12:49:10 PM

Dear Council,

As a taxpayer residing in the city of Cocoa, I urge the mayor and council to vote affirmatively on agenda item 24-162, renewing the city manager's contract. Continuity with the current city manager is essential for completing ongoing progress and sustaining valuable community relationships fostered by this council and the city manager over the past four years.

Best Regards,

Jessie Smiley

Sent from Yahoo Mail for iPhone

From: Tammie Henderson
To: City Council
Subject: Vote
Date: Wednesday, March 27, 2024 8:05:06 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Yes on agenda item 24-162 to renew the city manager's contract

A Cocoa resident
Sent from my iPhone

From: Stel Bailey
To: City Council
Cc: James Goins
Subject: Vote No Agenda Item 24-162
Date: Tuesday, March 26, 2024 2:03:33 AM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Mayor Blake and the members of the Cocoa City Council,

I kindly request that you vote against agenda item 24-162, which pertains to the approval of a First Addendum to the City Manager's Employment Agreement. It is important to note that the Cocoa city manager's contract is not due for renewal until October 2025. Therefore, there is no urgency to extend the contract at this moment. Thank you for considering my request.

Sincerely,

Stel Bailey
Cocoa, Florida

Legislation Details (With Text)

File #:	24-375	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	6/28/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Approve the April 9, 2024 Regular City Council Meeting Minutes as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-09-2024 Minutes ADA.pdf Exhibit A - SCTPO SRA City of Cocoa Presentation_FINAL (1).pdf Exhibit B - City of Cocoa Final Presentation to Council.pdf Exhibit C - Oak Meadow Council Presentation - 4.9.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 28, 2024
Agenda Date: July 9, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Approve the April 9, 2024 Regular City Council Meeting Minutes as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the April 9, 2024 Regular City Council Meeting Minutes as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

April 9, 2024

A Regular City Council Meeting was held on Tuesday, April 9, 2024, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:01 p.m.

Councilmember Goins provided the invocation and Hey!Blue led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Matthew Barringer	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Charlene Neuterman, Community Services Director; Evander Collier, Police Chief; Katie Ennis, Assistant Utilities Director; Tammy Gemmati, Administrative Services Director; Samantha Senger, Communications & Economic Development Director; Robert Beach, Chief Technology Officer; and Jason Dowty, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of April 9, 2024. (24-181).

*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Koss to approve the agenda for the Regular meeting of April 9, 2024 as written, for discussion.**

Councilmember Barringer asked if Consent/Multi-Year item V.6(b) could be moved to City Business VIII.3 as he has some questions for staff.

Deputy Mayor Hearn and Councilmember Koss agreed to amend their motion to amend the agenda.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Regular Meeting of January 9 2024. (24-189)

(b) Special Meeting of January 23, 2024. (24-194)

*** MOTION by Councilmember Goins; Seconded by Mayor Blake to approve the minutes for the Regular meetings of January 9, 2024 and January 23, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Space Coast TPO School Routes Analysis Presentation. (24-110). (SCTPO)

Debbie Flynn, Space Coast TPO Project Manager, introduced Travis Hills, Project Manager for Kittleson and Associates who provided a presentation[1] on behalf of Space Coast TPO for their School Routes Analysis results for Cocoa specific schools.

2. Proclamation: National Public Safety Telecommunications Week. (24-182). (Police Chief)

[1] Exhibit A: SCTPO SRA City of Cocoa Presentation

Chief Collier read the proclamation into the record recognizing National Public Safety Telecommunications Week.

3. Accept the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2023. (24-128). (Finance Director)

Ms. Bowman introduced Joel Knopp, Shareholder with MSL CPAs & Advisors, who presented the results[2] of the audit for the Fiscal Year that ended on September 30, 2023.

IV. Delegations:

David Brubaker, President of Central Brevard Sharing Center, talked about the services they provide to the community. He noted that while he is about two weeks late, he would like to thank Council and staff for their consideration and continued support in donating $5,000 dollars to help fund their community kitchen. He shared that this grant program has provided them with a great opportunity to further serve the community.

J.B. Dennis, 3710 Catalina Dr., Cocoa, talked about his 1st Amendment Rights to speak on the homeless crisis. He shared his concerns about Council's lack of items regarding the homeless on the agenda.

John Verdy, Hey!Blue, shared they had an event last Thursday at Endeavor Elementary and the Police Department came to participate. He thanked Chief Collier and Councilmember Koss for their attendance.

Additionally, on April 24th from 5pm to 8pm there will be a Design Thinking event at Endeavor Elementary. He invited all to attend and shared that this event will bring community members and police officers together for a common goal to bring forth solutions and community engagement[3].

Aleck Greenwood, 640 Brevard Ave., Cocoa, talked about the establishments in Cocoa Village that have been in business for many years and recognized their excellence.

Furthermore, he asked Council to consider offering a Key to the City to a particular business, Café Margaux, whose owner is Alex Litras, for their outstanding achievements and for helping to put Cocoa on the map.

[2] Exhibit B: City of Cocoa Final Presentation to Council
[3] Deputy Mayor Hearn left the meeting at 6:48pm and re-joined the meeting via phone

Anita Gibson, 451 Stone St., Cocoa, shared that she has built a good and honest relationship with the Chief of Police. She talked about the budget for the Police Department and what she would like to see.

Additionally, she asked about the new homes being built on Stone Street and how the HOA will enforce and manage that area.

V. Consent Agenda:

(A) General Consent Items:

1. Approve the adoption of the National Institute of Standards and Technology Cybersecurity Framework and authorize the Chief Technology Officer to complete the Local Governance Cybersecurity Standards Attestation Form via the Florida Digital Service online portal before the January 1, 2025, deadline to affirm that required standards have been adopted. (24-155). (Chief Technology Officer)

2. Approve Resolution 2024-034 for Partial Vacation of certain Utility Easements and Approve replacement Utility Easement Agreement between the City of Cocoa, Cirrus Apartments, LLC (Cirrus), and Cocoa Retail LLC (Cocoa Retail). (24-161). (Utilities Director)

3. Council Approval Ex Post Facto For a K9 Donation for a Ballistic Vest for K9 Draco. Approve A Resolution Amending the FY24 Budget, BAF#24-073-A for $1,800. (24-171). (Police Chief)

4. Authorize the Chief Technology Officer to apply for the Florida Local Government Cybersecurity Grant for security capabilities. (24-174). (Chief Technology Officer)

5. Approve Resolution to Waive Competitive Bidding Process to Repair the Pool at Joe Lee Smith Community Center at a Total Cost not to Exceed $115,000. Provide Authority to the City Manager to Approve a Purchase Orders and Execute Contracts related to the Pool Repair at Joe Lee Smith Community Center. Approve a Resolution Amending the FY24 Budget, BAF#24-076-T. (24-179). (Public Works Director)

(B) Multi-Year Contracts:

~~6. To Approve and Authorize the City Manager to Execute Task Order 2024-01 with CHA Consulting, Inc. for Engineering Services of the Pineda Water Main Railroad Crossing Project; To Approve as a Multi-Year Contract from~~

~~FY2024 through FY2025; To Approve a Resolution Amending the FY2024 Budget, BAF#24-067-PT ($203,902). (23-677). (Utilities Director)~~

7. Approve a multi-year agreement between the City of Cocoa and COTG 2021, LLC for two years with the option to extend for three additional one-year periods to provide after-hours drug testing services on an as needed basis, and authorizing the City Manager to execute the agreement and amendments. (24-176). (Administrative Services Director)

* **MOTION by Councilmember Goins; Seconded by Councilmember Koss to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the May 14, 2024 City Council Meeting. (24-190). (Planning Consultant)

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to postpone the item to the May 14, 2024 Regular City Council Meeting at 6pm.**

Mayor Blake opened the hearing to the public. There being no questions or comments, the public portion of the hearing was closed.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Pass on FIRST READING Ordinance 05-2024 a Zoning Map Amendment for a +/- 13.34-acre parcel located at 1600 Flower Mound Lane from Brevard County RU-2-10 (Medium Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling). (24-192). (Planning Consultant)

City Attorney Garganese stated that this is the First Reading of Ordinance 05-2024 and read the title into the record as follows:

Ordinance No. 05-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 13.34 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTHWEST CORNER OF CLEARLAKE ROAD AND SUNHOME STREET, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY RU-2-10 (MEDIUM DENSITY MULTIPLE FAMILY) TO CITY OF COCOA RU-2-15 (MULTIPLE FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEALOF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Steven Noto, RVi Planning, provided a brief presentation[4] on the rezoning request for 1600 Flower Mound Lane. He noted that the request is to assign the RU-2-15, Multiple Family Dwelling zoning designation to the subject property as a City of Cocoa zoning district is not currently unassigned.

Mr. Noto stated that staff recommends that the City Council approve the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of the subject parcel, totaling +/-13.34-acres, to City of Cocoa RU-2-15 (Multiple Family Dwelling), with the landscaping condition added by the Planning & Zoning Board.

Mayor Blake opened the hearing to the public. There being no questions or comments, the public portion of the hearing was closed.

* **MOTION by Councilmember Koss; Seconded by Councilmember Barringer to approve Ordinance No. 05-2024 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Approve the current Code Enforcement Lien for the vacant residential property located at 2546 N Indian River Dr, be reduced to $3,033.26. (24-099). (Chief of Police)

[4] Exhibit C: Oak Meadow Council Presentation

Augusto Gonzalez, Code Enforcement Manager, provided the history of the violations on the property. He noted that at the February Code Board meeting, the Code Board voted to approve a lien reduction of $3,033.26.

Jason ValaVanis, property owner, wished to add that he submitted three applications. The first was lost by the City, and the second one was submitted to the Planning and Zoning Department. This application was ultimately denied because it was said that it was unnecessary and that he needed to submit an application to Brevard County Road and Bridge. When he submitted an application to Road and Bridge, he was told that the application was unnecessary there as well.

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins to approve the Code Enforcement Board's recommendation.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the reappointment of Kaitlyn Aliano and Patricia Weeks as members of the Board of Adjustment through May, 2027. (24-175). (Administrative Services Director)

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to approve the reappointments of Kaitlyn Aliano and Patricia Weeks as members of the Board of Adjustment through May, 2027.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve Resolution No. 2024-033 Adopting the Emergency Financial Plan. (Finance Director)

Ms. Bowman provided a brief background of the item.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve Resolution No. 2024-033.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approval of a road closure date change and the addition of a street closure outside the CBD. (24-164). (Comm. & Economic Dev. Director)

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval of Petition for Annexation and related consent forms and affidavit for the voluntary annexation into the City of Orlando of ten parcels of land owned by the City of Cocoa in Orange County and authorizing the City Manager to execute said documents. [Note: The approval is subject to reconsideration and rescission by the City Council under the condition stated in this Agenda Item and approval of the annexation agreement by the cities of Cocoa and Orlando.] (24-191). (City Attorney)

City Attorney Garganese provided background information on the item and noted that an annexation agreement will be brought forward at the next Council meeting.

He shared that the City of Cocoa and the City of Orlando are currently negotiating the annexation agreement that will address various protections for the City of Cocoa's wells, well-fields, transmission lines, and other utility equipment as development proceeds in the Sunbridge planned development. Therefore, pending the completion of the annexation agreement, the City of Orlando and City of Cocoa have agreed that the City of Cocoa's petition and consent to annex the ten parcels owned by the City of Cocoa are revocable, and the City of Cocoa's approval and submission of the Petition and Consent Forms is subject to the City Council's reconsideration and rescission.

City Attorney Garganese clarified that these parcels will still be owned by the City of Cocoa, however it will annex these properties into the City of Orlando from unincorporated Orange County.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve the Petition for Annexation and related consent forms and affidavit for the voluntary annexation into the City of Orlando of ten parcels of land owned**

by the City of Cocoa in Orange County and authorizing the City Manager to execute said documents. The approval is subject to reconsideration by the City Council under the condition stated in the Agenda Item and approval of the annexation agreement by the cities of Cocoa and Orlando.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. To Approve and Authorize the City Manager to Execute Task Order 2024-01 with CHA Consulting, Inc. for Engineering Services of the Pineda Water Main Railroad Crossing Project; To Approve as a Multi-Year Contract from FY2024 through FY2025; To Approve a Resolution Amending the FY2024 Budget, BAF#24-067-PT ($203,902). (23-677). (Utilities Director)

Councilmember Barringer asked about the history of this project. In response, Mr. Walsh shared why the Budget Amendment is needed which is to provide funding for the redesign and permitting for this project that was never able to be completed.

* **MOTION by Councilmember Barringer; Seconded by Mayor Blake to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Bi-Weekly Report Covering March 22 – April 4, 2024. (24-183). (City Manager)

X. Reports:

Ms. Senger shared some of the events that were held over the weekend and pointed out that over seventy trees were given away. Trash Bash was also a successful event and winners will be announced soon.

Chief Lamm announced the Fire Department received their new engine and crews are undergoing training for the next few weeks.

There will be a ceremony on May 2nd at Fire Station 1 at 6pm to celebrate the new engine. Chief Lamm pointed out that ARPA funding paid for the new truck.

Additionally, on May 29th the Fire Department's two High School graduate recruits will be graduating from Fire School at Eastern Florida State College.

Councilmember Barringer thanked Council and staff for their support in writing a letter to the School Board asking for a presentation to address the concerns of the current status of Cocoa schools.

He also shared a photo and thanked Ms. Morgan and her department for addressing some concerns he had.

He provided some information about the Brevard Veteran's Coalition event he recently attended.

Additionally, he presented some photos from the Be the One Walk that was held by the American Legion in Cocoa.

Councilmember Barringer asked about the Code Enforcement fee schedule. He asked if Council would consider taking a look at it to make it more reasonable or look at any other best practices for fee schedules.

Additionally, he asked if Council might consider supporting a ninety-day moratorium on the compounding of the fee if the owner recently passed away and the applicant is a veteran or the spouse of a veteran.

Mayor Blake shared he is in agreement, but with a condition to not rescind the moratorium if the plan is to turn around and sell the property.

Councilmember Goins shared that he likes the idea on the surface, but feels that they should look at situation on a case-by-case basis.

Councilmember Koss provided a District 4 report. She talked about the Cocoa High School graduation rate formula, which is the total number of students divided by the number of high school diplomas earned.

She also shared photos from Bracco Pond where she and Deputy Mayor Hearn recently visited. She noted that she discovered a fence was being installed there as well.

In response, City Manager Whitten explained that the fence was installed to prohibit people from parking within in the park and limiting parking to just the parking lot. He shared that parking had become a liability and that's why the fence was needed.

Councilmember Goins mentioned that he, along with Deputy Mayor Hearn and Mayor Blake, recently attended the FBC Annual Conference and shared some photos. He added that it was a great conference.

He pointed out that he attended Trash Bash over the weekend which was a productive event and shared several photos.

Additionally, he shared photos from the parking lot at Provost Park to show the improvements that were made. He thanked Ms. Morgan and her team for their hard work.

Mayor Blake shared several photos from recent events he attended. He also shared that he attended the opening event held by the Fat Donkey ice cream parlor.

He thanked several members of staff for their hard work, including Ms. Morgan and Mr. Walsh.

XI. Adjournment:

*** MOTION by Councilmember Goins; Seconded by Mayor Blake, to adjourn the Regular meeting of April 9, 2024.**

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:16 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk

School Routes Analysis





Cocoa City Council Meeting

April 9, 2024

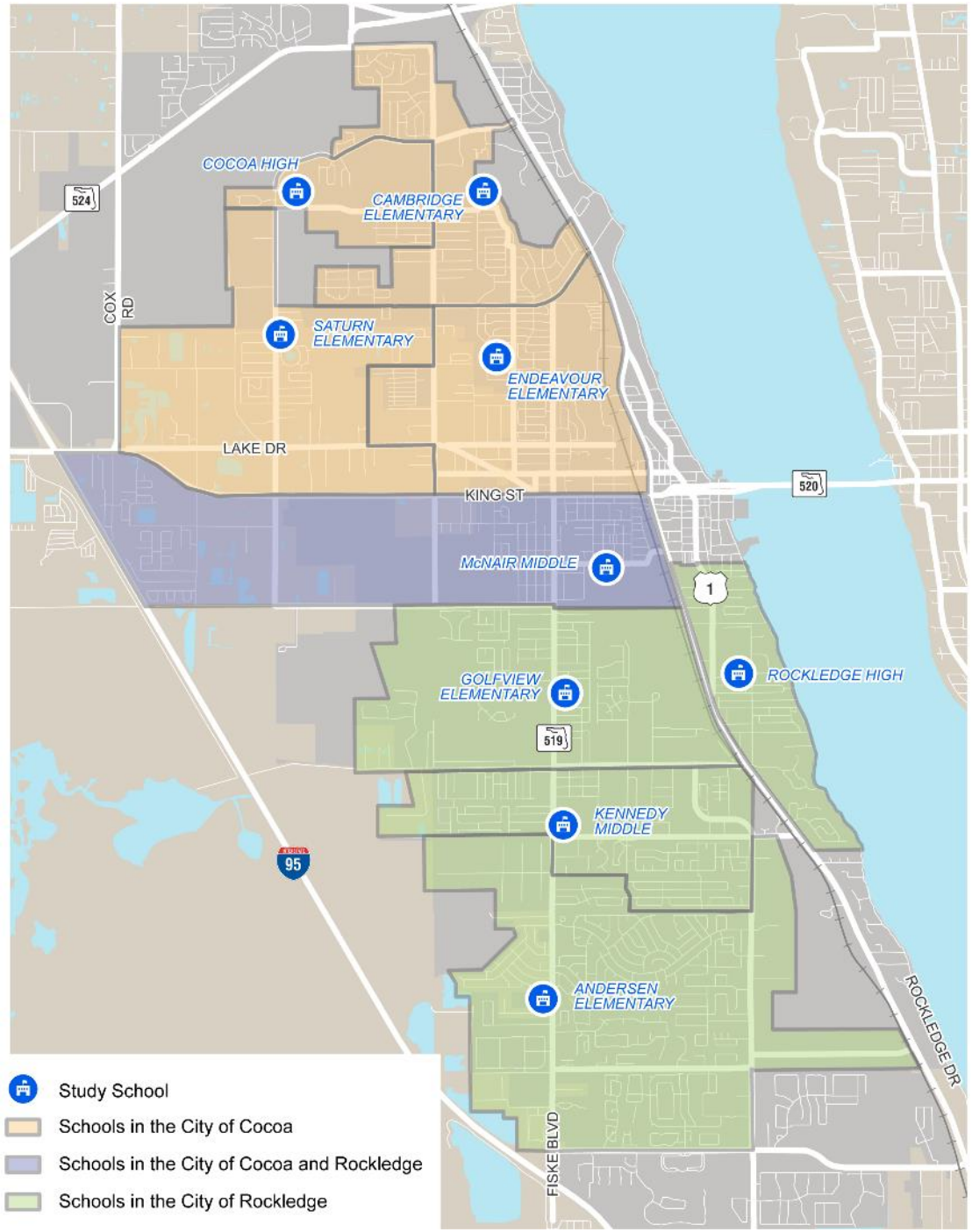
SPACE COAST TPO

KITTELSON & ASSOCIATES

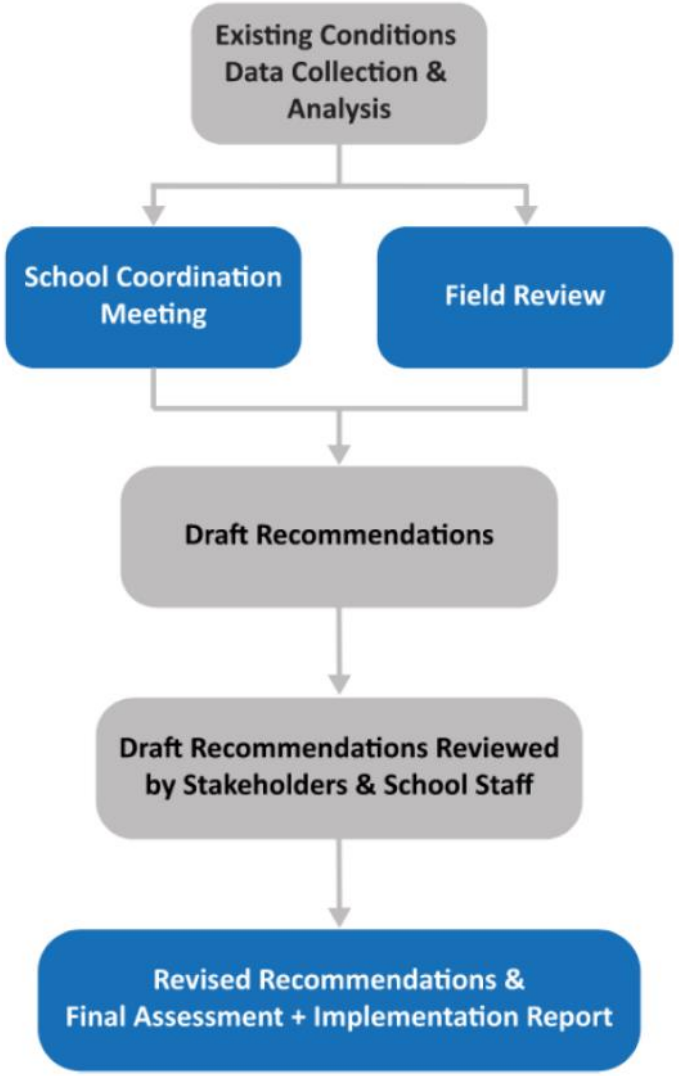
Exhibit A

PROJECT OVERVIEW

- School Routes Analysis Purpose – Identify Safe Routes to School projects to improve bicyclist, pedestrian, and driver **safety** and **mobility**
- Conducted initial 2019/2020 School Routes Analyses in Melbourne and Palm Bay
- Cocoa/Rockledge – 9 total schools, 5 of which are in Cocoa



STUDY PROCESS



SCHOOL COORDINATION MEETINGS AND FIELD REVIEWS

School Coordination

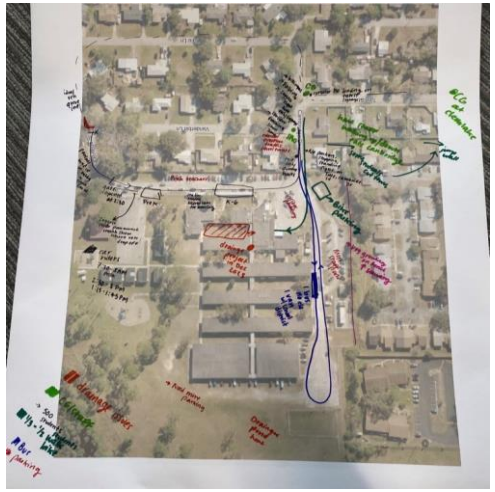
Meetings:

- Verify existing conditions data
- Gather additional information
- Identify issues and opportunities

Field Reviews:

- Review walking and bicycling routes
- Observe traffic and drop-off/pick-up activity
- Verify existing conditions data









GENERAL RECOMMENDATIONS

Study Area:

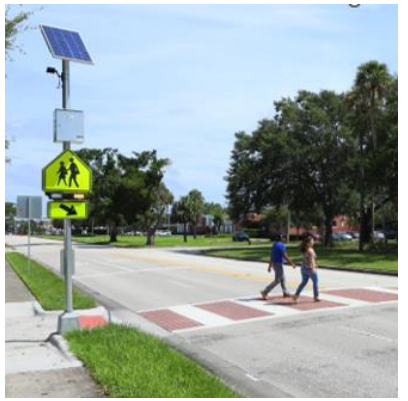
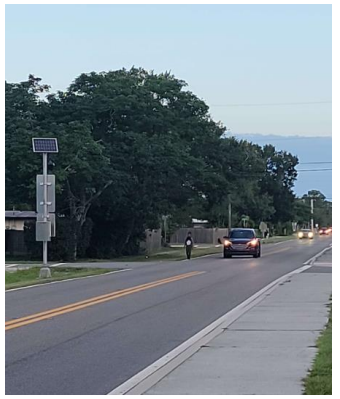
- Fill sidewalk gaps and reconstruct sidewalk segments that do not meet current standards
- Add or restripe high visibility crosswalks within study areas
- Add flashing beacon signage for existing school zones, restripe pavement markings, and add school zone advance warning signs
- Add Rectangular Rapid Flashing Beacon (RRFB) signage to increase visibility of pedestrian and bicyclist crossings at midblock crossings
- Install/upgrade pedestrian ramps to meet current standards

Enforcement:

- Additional crossing guards to help manage traffic during drop-off/pick-up times





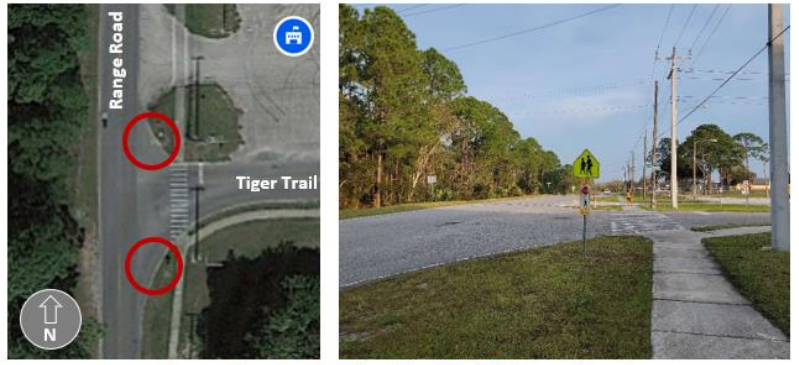





Cocoa High School

School Specific Recommendations:

- Conduct speed studies on Tiger Trail/Rosetine Street, Range Road, and Cocoa Bay Boulevard, and if justified, implement raised intersections and/or raised midblock crossings
- Construct sidewalk and reduce driveway width at southwest corner of school campus
- Tighten turning radii at Tiger Trail & Range Road to reduce vehicle turning speeds
- Conduct a traffic signal operation review to improve pedestrian crossing safety at Tiger Trail & SR 501 (Clearlake Road)

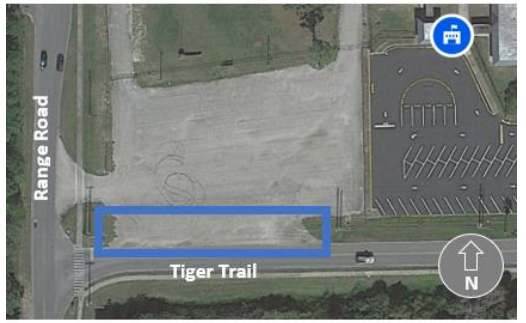
Project Type	Number of Projects
Crossing	2
Roadway	1
School Circulation	2
Sidewalk/Bicycle Facility	4
Sign/Signal	4
Traffic Calming	2
Maintenance	1
TOTAL	**16**



Large Turning Radii at Tiger Trail & Range Road



Students Biking through Band Practice Area and Proposed Sidewalks



Reduce Driveway Width at Southwest Corner of School Campus

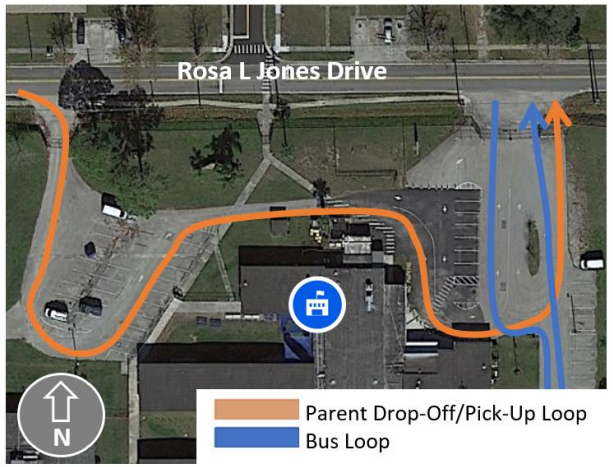
McNair Middle School

School Specific Recommendations:

- Reorient school circulation patterns on campus by restricting access at the eastern driveway to only allow buses to enter
- Conduct speed study and if justified, implement speed humps along Rosa L Jones Drive
- Fill bicycle facility gaps on Rosa L Jones Drive and SR 501 (Clearlake Road)

Project Type	Number of Projects
Crossing	3
Enforcement	1
Roadway	3
School Circulation	2
Sidewalk/Bicycle Facility	2
Sign/Signal	3
Traffic Calming	1
Maintenance	1
TOTAL	**16**







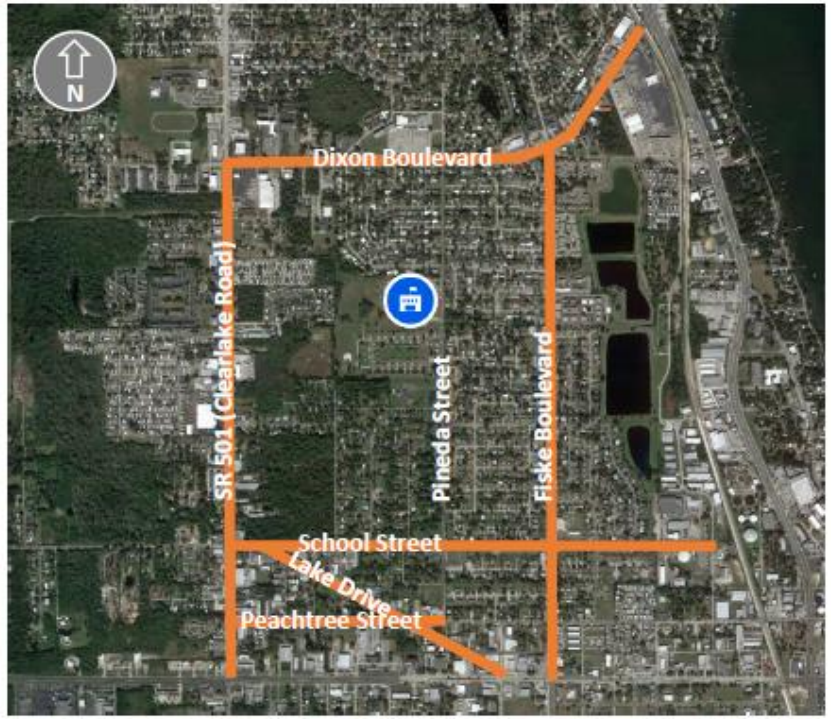
Proposed Bicycle Facility along Clearlake Road and Rosa L Jones Drive

Endeavour Elementary School

School Specific Recommendations:

- Conduct a speed study on Pineda Street from Peachtree Street to Dixon Boulevard, and if justified, implement speed humps, raised intersections, and/or raised crossings
- Fill bicycle facility gaps prioritized in the 2019 SCTPO Bicycle & Pedestrian Master Plan on School Street, Lake Drive, Fiske Boulevard, and Peachtree Street
- Conduct a corridor planning study along Lake Drive to improve bicyclist and pedestrian safety and mobility with an Intersection Control Evaluation (ICE) study at Lake Drive & School Street, Lake Drive & Dora Street/Fern Street, Lake Drive & Peachtree Street, and Lake Drive & Varr Avenue & SR 520 (King Street)

Project Type	Number of Projects
Crossing	1
Enforcement	1
Roadway	1
Sidewalk/Bicycle Facility	5
Sign/Signal	2
Traffic Calming	1
Maintenance	1
TOTAL	**12**



Bicycle Gap Locations in the Study Area



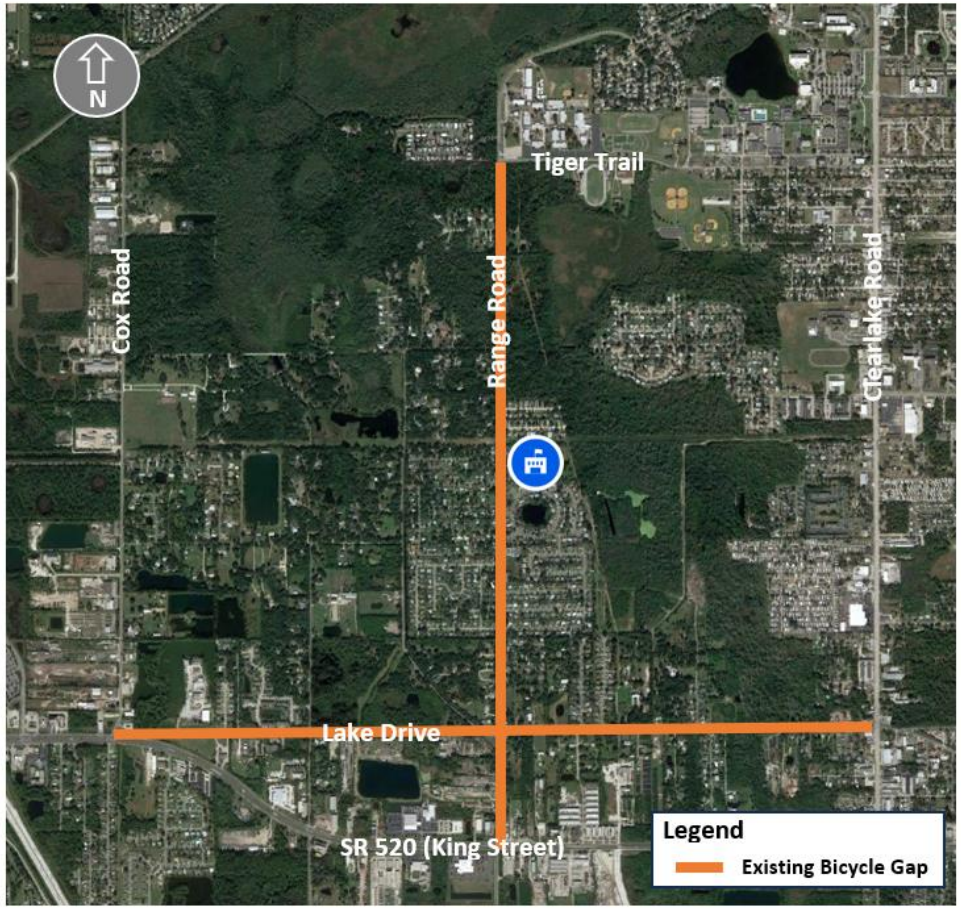
Corridor Planning Study Area

Saturn Elementary School

School Specific Recommendations:

- Fill bicycle facility gaps prioritized in the 2019 SCTPO Bicycle & Pedestrian Master Plan along Range Road and Lake Drive
- Reorient school circulation by flipping the car loop to the south side of the school and the bus loop to be on the north side
- Create a continuous school zone on Range Road from Diane Drive to Delys Street and add school zone pavement markings

Project Type	Number of Projects
Crossing	1
Roadway	0
School Circulation	1
Sidewalk/Bicycle Facility	3
Sign/Signal	2
Maintenance	2
TOTAL	**9**



Prioritized Bicycle Facility Gaps

Cambridge Elementary School

School Specific Recommendations:

- Conduct a speed study along Pineda Street and Point Drive/Cambridge Drive and if justified, implement speed humps and/or raised crossings/intersections
- Reconstruct speed bumps on school campus
- Update stop signage and restripe stop bars and markings on school campus

Project Type	Number of Projects
Crossing	1
Enforcement	1
Roadway	1
Sidewalk/Bicycle Facility	3
Sign/Signal	2
Traffic Calming	1
Maintenance	2
TOTAL	**11**



Student Crossing Pineda Street



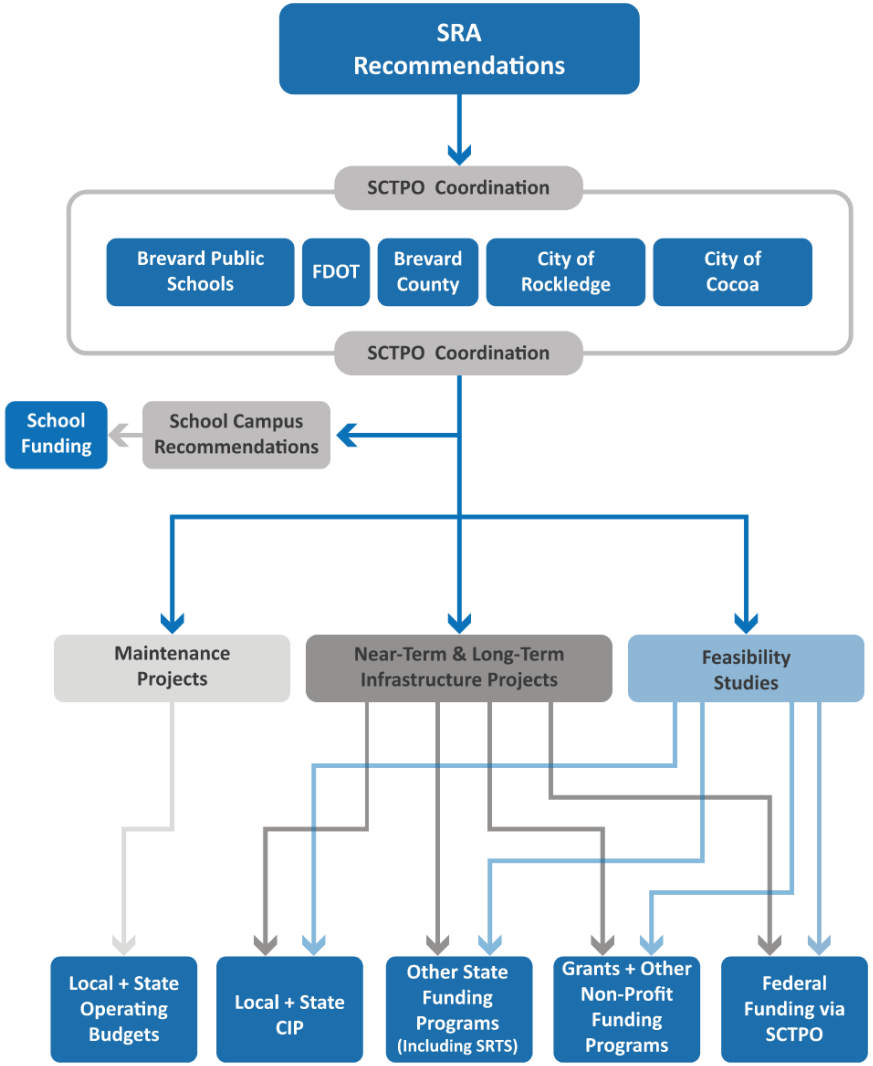
Example of Raised Crossings

ASSESSMENT & IMPLEMENTATION AND GRAPHICAL SUMMARY REPORTS





NEXT STEPS



Framework for Implementing SRA Recommendations

Debbie Flynn

Project Manager –
Space Coast Transportation Planning Organization
Debbie.Flynn@sctpo.com

Space Coast TPO
2725 Judge Fran Jamieson Way
Bldg. B, Room 105
Melbourne, FL 32940
Tel: (321) 690-6890

Travis Hills, PE, RSP$_1$

Project Manager –
Kittelson & Associates, Inc.
thills@Kittelson.com

Kittelson & Associates Inc.
225 E Robinson Street
Suite 355
Orlando, FL 32801
Tel: (407) 540-0555

Exhibit B

CITY OF COCOA, FLORIDA

Required Auditor Communications
Fiscal Year Ended September 30, 2023

Presented by:
Joel Knopp, CPA
Shareholder

MSL
CPAs & ADVISORS

CELEBRATING 50 Years AS FLORIDA'S FIRM



AUDIT OVERVIEW

MSL
CPAs & ADVISORS

CELEBRATING 50 Years AS FLORIDA'S FIRM

Required Communications

- Auditor Responsibilities
- Management Responsibilities
- Internal Controls and Compliance
- Significant Matters
- Management Representations
- Assigned Individual for Oversight
- Audit Schedule

CELEBRATING 50 Years AS FLORIDA'S FIRM

MSL
CPAs & ADVISORS

Services and Deliverables

Auditor's Report on Financial Statements

- Unmodified opinion

Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters

- No current year findings

CELEBRATING 50 Years AS FLORIDA'S FIRM

MSL
CPAs & ADVISORS

Services and Deliverables *(Cont.)*

Auditor's Management Letter

- No management letter comments

Independent Accountant's Report

- No investment compliance findings

CELEBRATING 50 Years AS FLORIDA'S FIRM

MSL
CPAs & ADVISORS

Services and Deliverables *(Cont.)*

Auditor's Report on Compliance for Each Major Federal Program and on Internal Control over Compliance and Report on Schedule of Expenditures of Federal Awards

- No compliance findings related to major grants
- No internal control over compliance findings related to major grants

CELEBRATING 50 Years AS FLORIDA'S FIRM

MSL CPAs & ADVISORS



FINANCIAL HIGHLIGHTS

City-Wide Analysis

	Governmental Activities		Business-type Activities	
	2023	2022	2023	2022
Total Assets & Def Outflows	$130.4M	$129.2M	$368.3M	$352.8M
Total Liabilities & Def Inflows	$81.9M	$83.1M	$137.1M	$141.6M
Net Position:				
Net Investment in Capital Assets	$38.3M	$38.7M	$143.2M	$147.6M
Restricted	3.9M	4.0M	38.4M	37.6M
Unrestricted	6.3M	3.3M	49.6M	26.0M
Total Net Position	$48.5M	$46.0M	$231.2M	$211.2M
Unrestricted NP as a % of Total Expenses	6.6%	9.0%	126%	46%
Change in Net Position	$2.5M	$5.9M	$20.0M	$13.6M

CELEBRATING 50 Years AS FLORIDA'S FIRM
MSL CPAs & ADVISORS

General Fund

	2023	2022
Total Assets	$49.9M	$42.9M
Total Liabilities & Def Inflows	$5.0M	$4.9M
Fund Balance:		
Nonspendable	$0.5M	$0.3M
Restricted	0.1M	0.1M
Committed (includes stabilization fund)	11.9M	11.9M
Assigned	18.7M	12.2M
Unassigned	13.7M	13.5M
Total Fund Balance	$44.9M	$38.0M
Unassigned FB as a % of Total Expenditures and Transfers Out	43.9%	40.8%
Net Change in Fund Balance	$6.9M	$4.7M

CELEBRATING 50 Years AS FLORIDA'S FIRM
MSL CPAs & ADVISORS

General Fund Budget

	Budget	Actual	Positive (Negative)
Total Revenues & Transfers In	$37.8M	$41.3M	$3.5M
Total Expenditures & Transfers Out	51.7M	34.9M	16.8M
Net Change in Fund Balance	$(13.9M)	$6.4M	$20.3M

CELEBRATING 50 Years AS FLORIDA'S FIRM

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Proprietary Fund – Water and Sewer

	2023	2022
Total Assets & Def Outflows	$360.0M	$345.0M
Total Liabilities & Def Inflows	136.5M	140.7M
Net Position:		
Net Investment in Capital Assets	138.2M	142.9M
Restricted	37.8M	37.1M
Unrestricted	47.5M	24.3M
Total Net Position	$223.5M	$204.3M
Total Operating Revenues	$79.5M	$75.8M
Total Operating Expenses	57.2M	51.5M
Operating Income	$22.3M	$24.3M

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Questions or Comments

CELEBRATING 50 Years AS FLORIDA'S FIRM

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TF 800.683.5401

www.mslcpa.com

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CELEBRATING 50 Years AS FLORIDA'S FIRM

COCOA
FLORIDA

City Council Meeting

April 9, 2024

Exhibit C



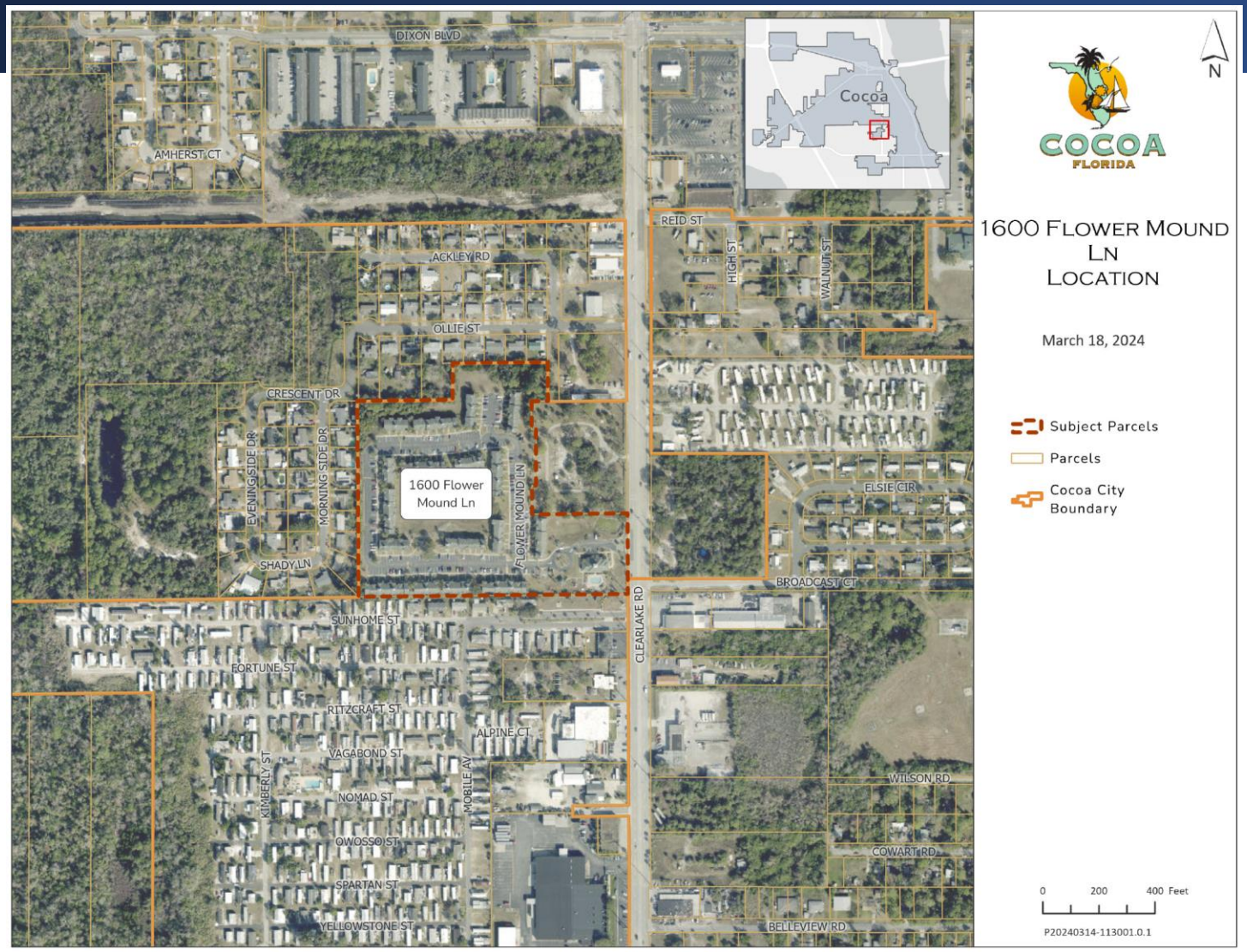
Oak Meadows

Rezoning Request – 1600 Flower Mound Lane



COCOA
FLORIDA

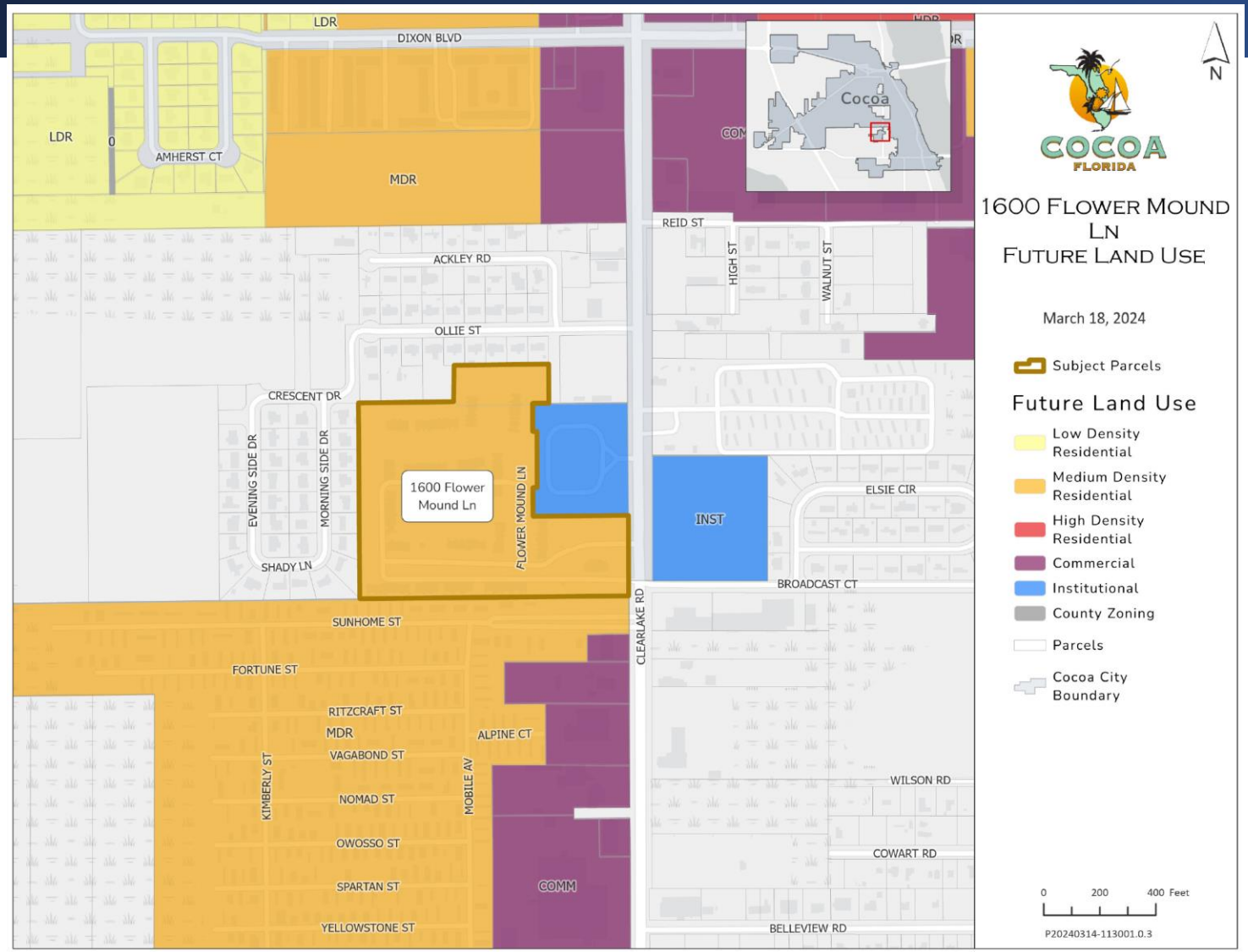
Oak Meadows
Location Map



- The +/-13.34-acre subject property is located at the northwest intersection of Clearlake Rd., and Sunhome St.
- The Subject Property is currently developed as a residential apartment complex known as Oak Meadows Apartments.
- 120 Multi-Family apartments were constructed 2009.
- Annexation occurred from Brevard County into the City of Cocoa in 2012.

Oak Meadows
Future Land Use Map

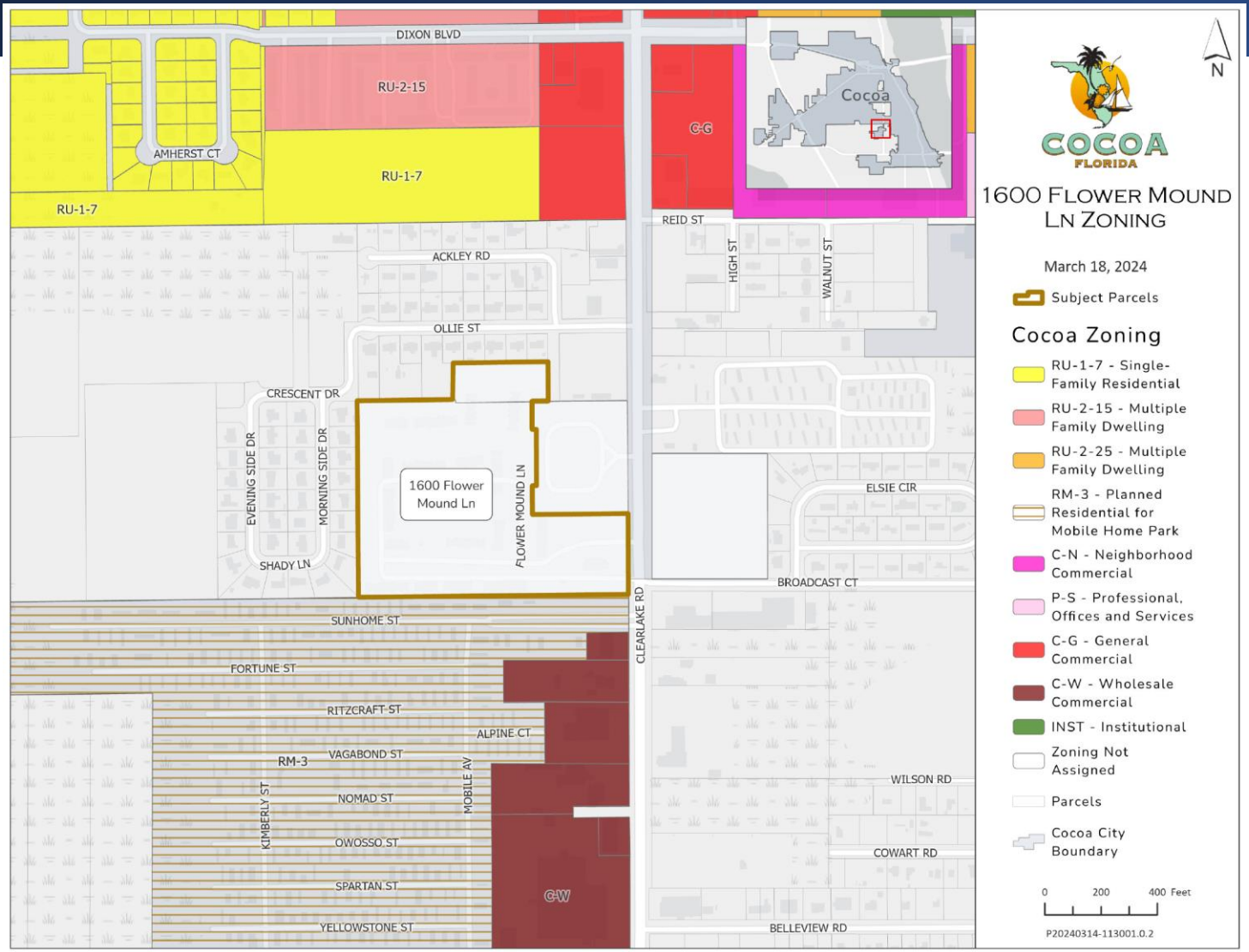
COCOA
FLORIDA



- The Future Land Use designation of the Subject Property is Medium Density Residential (MDR).
- The MDR FLU designation allows for a maximum density of 15 du/acre.
- The zoning districts that are consistent with the MDR FLU are RU-2-10, RU-2-15, RM-4, and PUD.

Oak Meadows
Zoning Map

COCOA
FLORIDA



- Following the annexation from Brevard County into the City of Cocoa, the Subject Property was never assigned a zoning category.

Rezoning Request

- The request is to assign the RU-2-15, Multiple Family Dwelling zoning designation to the Subject Property as a City of Cocoa zoning district is not currently unassigned.

- In 2012 the Subject Property was approved for annexation from Brevard County into the City of Cocoa. However, while a FLU designation was assigned, a zoning category was not (Ordinance No. 03-2012).

Rezoning Request

- The subject property currently operated as a 120-unit multi-family development, with amenities. There are no plans to redevelop the property as a result of this rezoning application, however the property owner plans to upgrade many areas of the site. No additional dwelling units are proposed at this time.

- Generally, the RU-2-10 zoning is similar, however only certain areas of the City are designated with this zoning category. As a result, the RU-2-15 zoning is the most appropriate category for the Subject Property. The existing conditions meet the requirements of RU-2-15.

Rezoning Request

- The subject property's requested zoning of RU-2-15, Multiple Family Residential, is applicable in the Low, Medium, and High Density Residential FLU designations. *Staff Report finding (a)*

- The existing development has an established 8.9 dwelling units per acre, which is consistent with the maximum density allowed per the FLU of Medium Density Residential. *Staff Report finding (e)*

Rezoning Request

- The proposed RU-2-15 zoning district provides a consistent transition between the two adjacent residential uses (Single Family & Mobile Homes). *Staff Report finding (a), (d), (g), and (k)*

- The proposed RU-2-15 zoning district will not be isolated or unrelated to the adjacent and nearby districts, specifically the abutting residential uses. *Staff Report finding (b)*

Rezoning Request

- There is compatibility through the Future Land Use designation as abutting properties are also categorized City of Cocoa Medium Density Residential and Brevard County's RES 15.

- The proposed rezoning is consistent with Future Land Use Element Policy 1.1.2.4.

Oak Meadows
Planning & Zoning Board Recommendation

COCOA
FLORIDA

- The Planning & Zoning Board unanimously recommended APPROVAL to City Council of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of the subject parcel, totaling +/-13.34-acres, to City of Cocoa RU-2-15 (Multiple Family Dwelling), and requested that the applicant follow City of Cocoa Code of Ordinances, Appendix A, Zoning, Article XIII, Sec 22 Landscaping requirements for future site improvements.

Oak Meadows
Staff Recommendation

COCOA
FLORIDA

Staff recommends that the City Council APPROVE the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of the subject parcel, totaling +/-13.34-acres, to City of Cocoa RU-2-15 (Multiple Family Dwelling), with the landscaping condition added by the Planning & Zoning Board.

Legislation Details (With Text)

File #:	24-376	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	6/28/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Approve the April 23, 2024 Regular City Council Meeting Minutes as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-23-2024 Minutes ADA.pdf Exhibit A - Packet from Jay Thakkar.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 28, 2024
Agenda Date: July 9, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Approve the April 23, 2024 Regular City Council Meeting Minutes as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the April 23, 2024 Regular City Council Meeting Minutes as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

April 23, 2024

A Regular City Council Meeting was held on Tuesday, April 23, 2024, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

Councilman Goins provided the invocation and Ms. Childs led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Matthew Barringer	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Charlene Neuterman, Community Services Director; Evander Collier, Police Chief; Katie Ennis, Assistant Utilities Director; Tammy Gemmati, Administrative Services Director; Samantha Senger, Communications & Economic Development Director; Robert Beach, Chief Technology Officer; Abigail Bass, Assistant City Clerk; Tiffany Bonadio, Public Information Coordinator; Augusto Gonzalez, Interim Code Enforcement Manager; and Jason Dowty, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of April 23, 2024. (24-231).

*** MOTION by Councilmember Koss; Seconded by Councilmember Goins to approve the agenda for the Regular meeting of April 23, 2024 with an amendment to move Reports after Delegations and prior to the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Regular Meeting of February 13, 2024. (24-228)

*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins to approve the minutes for the Regular meeting of February 13, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Citizen's Academy Graduation Ceremony. (24-109). (Comm. & Economic Development Director)

Ms. Tiffany Bonadio announced the graduates of the City's 5th Citizen's Academy and presented them with their diplomas.

2. Proclamation Recognizing Professional Municipal Clerk's Week beginning May 5th, 2024 through May 11th, 2024. (24-227). (Administrative Services Director)

IV. Delegations:

Rev. J.B. Dennis, 3710 Catalina Dr., Cocoa, thanked City Manager Whitten for his professionalism in handling a complaint that he had in a reasonable amount of time.

Additionally, he stated that the City of Cocoa should have term limits and should bring fresh ideas to its boards.

Lastly, he talked about the issues of homelessness. He asked what the City is going to do to address these issues and noted that being homeless is not a crime. He talked about services that could be offered to the homeless such as affordable housing and mental health assistance.

Aleck Greenwood, 630 Brevard Ave., Cocoa, talked about ADA compliance for businesses. Several businesses that have been in business for years recently received a notice stating that they are not in ADA compliance and before being given the opportunity to correct the issues, they are being served a lawsuit.

Mr. Greenwood added that he has requested a meeting with Congressman Posey to look into this more seriously. He wished to inform the Council and staff of these issues and wished to have their support.

Council agreed to move Reports after the Consent agenda.

V. Consent Agenda:

(A) General Consent Items:

1. To Approve a Resolution Amending the FY24 Budget, BAF#24-078-T, Transferring Available Chemical Funds for Additional Work Required under Task Order No. 2024-35 Addendum #1 for Jacobs Engineering, Inc. to Provide Additional Task Order Support Services for Computerized Maintenance Management System (CMMS) Support (Task #3) Related to Water Supply and Water Treatment; To Approve Addendum #1 to Jacobs Engineering Task Order No. 2024-35 in the Amount of $73,444. (24-197). (Utilities Director)

2. Approve a resolution amending the current FY 2024 budget, BAF #: 24-063-A&T, for the mid-year budget review and cleanup, through the use of fund balance reserves, contingency and/or transfers between object classifications, within each fund. (24-217). (Finance Director)

3. Authorize the City Manager to execute an agreement between the City of Cocoa and Ovation Construction, Inc. (361 S. Central Avenue, Orlando, FL32765), for the purposes of completing the Harry T. Moore Center Restoration Project (Windows and Doors) in a not to exceed amount of $277,259.63, utilizing the Sourcewell contract FL-R6-GC08-111821-COC. Approve a Resolution Amending the FY24 Budget, BAF#24-081-A for the Grant award and expense. Approve a contingency resolution and authorize the City Manager to execute change orders to Ovation Construction, Inc. or Architects, RZK resulting from use of project contingency the amount of $11,659. (24-218). (Community Services Director)

(B) Multi-Year Contracts:

*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Koss to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Reports:

Mr. Walsh provided Council with an update for an upcoming road closure. He shared that from April 29, 2024 through May 3, 2024 the intersection at James Road and Friday Road will be temporarily closed for construction.

Ms. Senger announced that the results came in from Trash Bash and the City of Cocoa placed first for cleaning up the most trash. She thanked the Leisure Services staff for their hard work.

City Manager Whitten talked about an agreement with Brevard County regarding the District parks and the City has until July to make a decision, which he will be bringing forward to a subsequent Council meeting because as of October 1 they will no longer be maintaining the parks.

He also mentioned that tomorrow at 2pm, he along with the Mayor, members from Brightline and Samantha Senger will be attending a meeting to present to the Tourist Development Council a request for tourist development fund taxing for the Cocoa Brightline Station. The request will be for five million dollars to help aid with the design and construction of the station.

City Attorney Garganese stated that at the last Council meeting, Council voted to approve annexation petition agreements which have been executed and sent to the City of Orlando, however they need more time. He asked Council for their permission to grant an extension.

*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Koss to grant the Attorney's office an extension for the annexation petition agreements.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Goins shared several photos from recent events he attended, including a photo of a track meet that was held between Cocoa and Rockledge high schools. He talked about the amazing athletes that live in Brevard County.

Councilmember Koss provided a District 4 update. She shared photos from a kayaking trip she participated in to Manatee Cove with thirty students. She also shared photos that she took with some of Cocoa's police officers who were in the process of getting one of their certifications.

Additionally, she shared photos from the Brevard Museum of Science and History. She also attended the Breakfast Benefit to support Orchid Lakes.

On Thursday, April 25th at 3:30pm at Brevard Zoo there will be a "Make Brevard County Bicycle Friendly" event. Furthermore, on May 16 at 6pm at the Cocoa Library there will be a free Beetles concert put together by the Indian River Quartet.

Councilmember Barringer shared a photo of a construction site at Adamson Creek and asked about the debris. In response, Chief Lamm pointed out that he talked to the owner of the land clearing business and confirmed that no debris would be burned on site.

Councilmember Barringer shared a photo of some pipework being done on Friday Road and talked about the new infrastructure and the thoughtfulness that was put into planning the project.

Additionally, he thanked the City Manager for reaching out to the Superintendent of Brevard County schools for a status update on what to expect in the future for Cocoa's schools.

City Manager Whitten shared that the Superintendent did respond and offered to options to come and provide an update. He offered to either come after grades are in which will be in July or he can come before grades are in which would need to be in June.

Consensus was given by Council for the Superintendent to come in July after final grades are in.

Councilmember Barringer mentioned that Council recently approved an Ordinance regarding Kava bars and one of the restrictions mentioned in the Ordinance was that they should not be allowed to operate within a close proximity to a church. He pointed out that there is a business on Brevard Ave., near a church, that may be

getting ready to advertise the sale of kava. He shared that he has already spoken to the City Manager about this and he wished to make Council aware.

City Manager Whitten mentioned the recent accreditation given to the Police Department and noted that they are only three vacancies away from having a full staff. The Fire Department also now has a full staff as well and he is very proud of both of these departments.

Deputy Mayor Hearn shared photos from the Fitness Challenge event that took place at Bracco Pond over the weekend.

He also shared a photo from the grand opening event of the Fat Donkey ice cream shop.

Mayor Blake shared that he recently attended the 20th Anniversary of the Harry T. and Harriett Moore Recreational Park and Cultural Center and shared several photos.

He also shared photos from several other events he attended, including the Tour de Force, an 80th birthday party, and a "Women Rock" event at the airport.

VII. Public Hearings:

1. Approve Ordinance on Second Reading updating Chapter 20, Traffic, Article III, Stopping, Standing and Parking, Division 2, Vehicle Impoundment of the City Code. (24-211). (City Attorney)

City Attorney Garganese stated that this is the Second Reading of Ordinance 03-2024 and read the title into the record as follows:

Ordinance No. 03-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 20, ARTICLE III, DIVISION 2, OF THE CITY CODE REGARDING VEHICLE IMPOUNDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Blake opened the hearing to the public. There being no questions or comments, the public portion of the hearing was closed.

* **MOTION by Mayor Blake; Seconded by Councilmember Koss to approve Ordinance 03-2024 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Request to postpone consideration for approval of a Final Subdivision Plat consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Lakes at Cocoa Grove. (24-233). (City Planner)

Mayor Blake opened the hearing to the public. There being no questions or comments, the public portion of the hearing was closed.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins to postpone the item to the Regular City Council Meeting being held on May 14, 2024 at 6pm.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve on Second and Final Reading an Ordinance authorizing the inclusion of the Winward Preserve and Lakes at Cocoa Grove projects located within the City of Cocoa into the Brevard County District 1 Road and Bridge Municipal Service Taxing Unit. (24-237). (City Attorney)

City Attorney Garganese stated that this is the Second Reading of Ordinance 04-2024 and read the title into the record as follows:

Ordinance No. 04-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; CREATING A NEW ARTICLE IV, DIVISION 1, OF CHAPTER 19, TAXATION, OF THE CITY OF COCOA CODE OF ORDINANCES; AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY LOCATED WITHIN THE CITY IN THE DISTRICT 1 ROAD AND BRIDGE MUNICIPAL SERVICE TAXING UNIT, CREATED AND ESTABLISHED BY BREVARD COUNTY, FLORIDA; PROVIDING IDENTIFICATION OF PROPERTY WITHIN THE CITY OF COCOA AUTHORIZED FOR INCLUSION IN SAID UNIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Blake opened the hearing to the public. There being no questions or comments, the public portion of the hearing was closed.

*** MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to approve Ordinance No. 04-2024 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at 215 Riverside Dr, be reduced to $50,000.00 as recommended by the Code Enforcement Board. (24-165). (Police Chief)

Mr. Gonzalez provided the history of the case and reviewed the violations. He shared the findings of the Code Enforcement Board and pointed out the times and addresses the notices of violations had been sent.

Councilmember Barringer asked how many site visits staff had made to the property. In response, Mr. Gonzalez shared that staff had visited the property seventeen times.

Councilmember Barringer asked Mr. Gonzalez to confirm that the property owners had already received a lien reduction in the past. In response, Mr. Gonzalez confirmed that they had in fact already received a lien reduction that was in the amount of over sixty thousand dollars.

Deputy Mayor Hearn asked how long it took for the property to come into compliance. In response, Mr. Gonzalez explained that it took approximately five months.

Jay Thakkar, the attorney representing the property owners, provided a packet[1] of information for Council to review. He shared that he is currently residing in Maine and did not receive any of the notices of violations. He is elderly and was relying on his handyman to pull all the proper building permits.

He further explained the mix-up on why the mailing address is incorrect on Brevard County Property Appraiser's website, and noted that the email where they admitted it was a mistake on their end can be found in the packet he provided.

Furthermore, the property is now in compliance and the work is done. He is asking Council to consider reducing the lien down to administrative cost.

[1] Exhibit A: Packet provided to Council by Jay Thakkar

Councilmember Goins shared that he would like to allow Code Enforcement staff time to reach out to the Brevard County Property Appraiser's office directly and does not feel comfortable making a motion on this case this evening.

Deputy Mayor Hearn stated that he reviewed the email in the packet provided by Mr. Thakkar and has no issue with reducing the lien to administrative cost.

* **MOTION by Deputy Mayor Hearn; Seconded by Mayor Blake to approve the Code Enforcement Board's recommendation, for discussion.**

Councilmember Koss agreed with Councilmember Goins and stated that she does not feel comfortable voting on this item tonight and would like to receive more information first.

Councilmember Barringer shared that he would also like to give staff time to do their due diligence and has further concerns that he would like addressed before he votes on this item.

Mr. Gonzalez noted that he is not opposed to taking a few extra days to review the information Mr. Thakkar provided this evening, however he wished to point out that staff has gone through this with the property owner before and has already provided education on the importance of keeping his contact information current.

* **MOTION by Deputy Mayor Hearn; Seconded by Mayor Blake to table the item to the May 14, 2024 Council meeting.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the current Code Enforcement Lien for the property located at 1212 Myrtle Ln, for the original amount of $8,410.00 as recommended by the Code Enforcement Board. (24-166). (Police Chief)

Mr. Gonzalez provided the history of the case and reviewed the violations. He shared the findings of the Code Enforcement Board and pointed out the addresses to which the notices of violations had been sent.

Keo Ly, the property owner, shared that she has had a hard time obtaining a contractor which is what delayed compliance. She was finally able to hire someone and the property is now in compliance.

* **MOTION by Councilmember Goins; Seconded by Deputy Mayor Hearn to approve staff's recommendation to reduce the lien to $2,778.09.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins

NAYES: Barringer, Koss

THE MOTION CARRIED (3-2)

3. Approve the current Code Enforcement Lien for the property located at 1044 Myrtle Ln, be reduced to $500.00 as recommended by the Code Enforcement Board. (24-167). (Police Chief)

Mr. Gonzalez provided the history of the case and reviewed the violations. He shared the findings of the Code Enforcement Board and pointed out the

Scott Leidich, 1044 Myrtle Ln., Cocoa, bought this house after it went into foreclosure and for whatever reason the title company did not find this lien. Once he became aware of it he contacted Code Enforcement immediately to correct the violations.

Additionally, he owns other properties and none of them have violations on them as he takes good care of his properties.

* **MOTION by Councilmember Barringer to reduce the lien to zero dollars.**

MOTION DIED FOR A LACK OF A SECOND.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins to approve the Code Enforcement Board's recommendation to reduce the lien to $2,202.21.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. City Business:

X. Informational Agenda:

1. Bi-weekly Report from April 5 - April 18, 2024. (24-229). (City Manager)

~~**X. Reports:**~~

XI. Adjournment:

*** MOTION by Councilmember Goins; Seconded by Councilmember Barringer, to adjourn the Regular meeting of April 23, 2024.**

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:12 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk

Dale O'Connor

From: Jay Thakkar
Sent: Tuesday, April 23, 2024 11:55 AM
To: Dale O'Connor
Subject: Fwd: Parkside Properties

Regards,

Jay R. Thakkar, Esq.
Sent from iPhone

From: Trizia Ginarella Eavenson, Esquire <trizia@tgelawfirm.com>
Sent: Tuesday, April 23, 2024 2:19:00 AM
To: Jay Thakkar <jay@gmtblaw.com>
Cc: Carol F. Smith, Paralegal <Carol@tgelawfirm.com>
Subject: Parkside Properties

Hi Jay,

Pursuant to our telephone conversation, please allow this email to memorialize the Property Appraiser's position relative to your Client, Parkside Properties, LLC's, actions (and inactions) that lead to the Property Appraiser mailing property tax bills and other documents to a similarly named company in Orlando, Florida and not to your Client's address in Maine.

- The original Deed in 2018 listed the site address of 215 Riverside Drive as the mailing address for your Client/Grantee, Parkside Properties ("Parkside").
- Despite using the address listed in the 2018 Deed, all mail from 2018 through 2021 from the Property Appraiser to Parkside was returned as undeliverable. It is clear Parkside did not provide an updated mailing address to the Property Appraiser once it left the subject property.
- Due to all mail to 215 Riverside Drive being returned for the last 4 years – and acting in good faith – in 2021, Property Appraiser staff researched Parkside on the Florida Division of Corporations' website to ascertain whether Parkside maintained another address in which to mail the property tax bills. This was done due to the Property

Appraiser's commitment to notifying property owners of bills and other documents relating to their properties.

- While Property Appraiser staff *did* locate a "Parkside Properties, LLC" on the Florida Division of Corporations website, it was, unfortunately, *not* the "Parkside Properties, LLC" owned by your Client. Instead, the Orlando, Florida company is a separate and distinct entity registered with the Florida Division of Corporations, wholly unrelated to your Client.
- In April of 2022, Parkside sold a portion of the subject property and were listed as Grantors on the Deed. The address Parkside listed on that 2022 Deed was the Portland, Maine address, which was then updated by the Property Appraiser.
- We now know that between 2018 and 2022, Parkside maintained a change of address, however, your Client did not inform the Property Appraiser or Tax Collector of that change of address.

As you know, the Property Appraiser may only deliver bills utilizing publicly recorded documents. We can certainly understand your Client's frustration that a simple permitting violation began as a $2,500 fine, then swelled to an exorbitant $88,000, only to be reduced to a still-bloated $50,000.

We are optimistic that this memorialization provides your Client with the requisite background information to seek further reduction of the permit violation. As always, if you have any questions or require clarification, please don't hesitate to call me on my cell. Thank you.

Best of luck.

T.

Trizia G. Eavenson

Trizia G. Eavenson, Esquire
Eavenson Law, LLC
Attorney and Counselor at Law
Florida Supreme Court Certified Circuit Civil Mediator
Florida Supreme Court Qualified Arbitrator
Founder of Your Diversity University, LLC
Founder of Be The Diamond Leadership Academy
Executive Life Coach
6767 North Wickham Road
Suite 400
Melbourne, Florida 32940

Telephone: 321.241.4777
Facsimile: 321.821.1881
Trizia@TGElawfirm.com

Visit us at www.TGElawfirm.com and www.DiversityPlease.com

Hablo su idioma y entiendo su cultura.

EAVENSON LAW, LLC

CONFIDENTIAL NOTICE: This e-mail message, and any attachment to this e-mail message, contains confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, convert to hard copy, copy, use or disseminate this e-mail or any attachments to it. If you have received this e-mail in error, please notify us immediately by return e-mail or by telephone at 321.241.4777 and delete this message. Please note that if this e-mail message contains a forwarded message or is a reply to a prior message, some or all of the contents of this message or any attachments to it may have not been produced by Eavenson Law, LLC.

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 6/27/2023
CASE: 23-200

To: PARKSIDE PROPERTIES LLC
3133 CORRINE DR
ORLANDO FL 32803

Final Notice of Violation

Address of Violation: 215 RIVERSIDE DR COCOA FL 32922
Parcel Control No.: 24-36-33-81-*-8
Legal Description: DERBYS ADDN TO COCOA LOT 8 & WATER LOT 8EXC ORB 9466 PG 269

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days.

City of Cocoa Code Violation(s):

1. *Interior Structure, Ch 6 Sec. 6-1004 (a-f)*
2. *Exterior General Condition Ch 6 Sec. 6-1003 (a-p)*
3. *Heating Facilities, Ch 6 Sec. Sec. 6-1301 (a-e)*
4. *Electrical Facilities, Ch 6 Sec. 6-1303 (a-c)*



Corrective Action:

1. *Please keep the interior of the structure maintained in good repair, structurally sound and sanitary. **Ascertain Any required permits for repairs needed***

2. *Please keep the exterior of a structure maintained in good repair, structurally sound and sanitary. **Ascertain Any required permits for repairs needed***

3. *Please provide heating facilities capable of maintaining a room temperature of sixty-eight (68°) degrees in all habitable rooms, bathrooms and toilet rooms.*

4. *Please correct all issues with electrical facilities and ascertain permits as required.*

Code Enforcement has sent notices and given reasonable time to correct or make contact with the officer to obtain compliance. This is a final attempt to gain compliance, in the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

If you have any questions regarding this Final Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

Augusto Gonzalez

Augusto Gonzalez
Code Enforcement Officer
(call or text) 321-482-4608 | aruiz@cocoapolice.com
Monday - Thursday 7am-6pm

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 7/5/2023
CASE: 23-767

To: PARKSIDE PROPERTIES LLC
3133 CORRINE DR
ORLANDO FL 32803

Notice of Hearing

Complainant	Respondent(s)
THE CITY OF COCOA,	**PARKSIDE PROPERTIES LLC**
A Florida Municipal Corporation	Current Property Owner

PURSUANT to Section 162.06, Florida Statutes, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of repeat violation(s) of the City of Cocoa Code of Ordinances, as more specifically described below, and gives further notice that this matter shall be scheduled before the City of Cocoa Code Enforcement Board on a date set forth in this Notice of Hearing. Respondent(s) is/are hereby notified that a fine of up to $500.00 will continue to accrue daily from the date of **7/3/2023** until the property is brought into compliance.

1. Property where current violation(s) exist(s):
   215 RIVERSIDE DR COCOA FL 32922
2. Name and address of property owner/violator where current violation(s) exist(s):
   PARKSIDE PROPERTIES LLC
   215 RIVERSIDE DR
   COCOA FL 32922
3. Section of Code and description of violation(s) at Property:

   Permit Required App A Art. XV Sec. 2 (a)

4. Date this property owner/violator was previously found by the Code Enforcement Board to have violated the same Code provision(s): **4/18/2019**

5. Date repeat violation found by Code Enforcement Officer: **7/3/2023**

6. Days to bring Property into compliance: **None. Property must be brought into compliance immediately as repeat violation fines begin to run once a repeat violation is found.**

7. In order to stop the daily fines from continuing, the Property must be brought into compliance and you must IMMEDIATELY notify the Code Enforcement Officer listed below for an inspection. The following corrective actions must be taken **IMMEDIATELY**:

   Please obtain proper permits from the Building Dept. AND approved final inspection.

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 8/17/2023, at 6:00pm or as soon thereafter possible, to determine if the Respondent was in violation for the date set forth in this notice. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The case may be presented to the Code Enforcement Board even if the repeat violation has been corrected prior to the board hearing.

This Notice is sent by certified mail and regular mail to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The City may also provide notice by other means permitted by Florida Statutes.

If you have any questions regarding this Notice of Hearing for Repeat Violation do not hesitate to contact the below signed Code Enforcement Officer at the City of Cocoa.

Augusto Gonzalez - Code Enforcement Officer
(321)-482-4608/ aruiz@cocoapolice.com

Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 7/5/2023
CASE: 23-767

To: PARKSIDE PROPERTIES LLC
3133 CORRINE DR
ORLANDO FL 32803

Notice of Hearing

Complainant	Respondent(s)
THE CITY OF COCOA,	PARKSIDE PROPERTIES LLC
A Florida Municipal Corporation	Current Property Owner

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   215 RIVERSIDE DR COCOA FL 32922
2. Name and address of property owner/violator where current violation(s) exist(s):
   PARKSIDE PROPERTIES LLC
   215 RIVERSIDE DR
   COCOA FL 32922
3. Section of Code and description of violation(s) at Property:

   Permit Required App A Art. XV Sec. 2 (a)

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   Please obtain proper permits from the Building Dept. <u>AND</u> approved final inspection.

Augusto Gonzalez
Code Enforcement Officer
COCOA FLORIDA
Cocoa Police Department
400 S Varr Ave.
Cocoa, FL 32922
Phone: (321) 433-8508
Cell: (321) 482-4608
arulz@cocoapolice.com
Serving our Community with PRIDE!
www.cocoapolice.com

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 8/17/2023, at 6:00pm or as soon thereafter possible, to determine if the Respondent was in violation for the date set forth in this notice. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The case may be presented to the Code Enforcement Board even if the repeat violation has been corrected prior to the board hearing.

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If you have any questions regarding this Notice of Hearing for Repeat Violation do not hesitate to contact the below signed Code Enforcement Officer at the City of Cocoa.

Augusto Gonzalez - Code Enforcement Officer
(321)-482-4608/ arulz@cocoapolice.com

11/06/2023

Residential Building Permit

CITY OF COCOA BUILDING DIVISION
BUILDING PERMIT & RECEIPT
65 STONE STREET
COCOA, FL 32922
(321) 433 - 8501

Permit Number:	BR23-001292
Permit Subtype:	Alteration/Renovation
Date Issued:	11/06/2023
Date Expire:	05/06/2024
Parcel #:	2426376
Site Address:	215 RIVERSIDE DR
Subdivision Name:	
Property Use:	
Property Zoning:	
Property Use:	
Application Valuation:	$0.00

Property Owner: PARKSIDE PROPERTIES LLC
Mailing Address: 215 RIVERSIDE DR
COCOA, FL 32922-7870
Phone Number:

Contractor: Ernie Hardy
Mailing Address: 210 Hardee Lane
Phone Number: (321) 637-7909

Description of Work: Remodel

Fee Summary	FEE ITEMS	Amount
	Convenience Fee	$2.99
	Misc Fee	$150.00
	Convenience Fee	$25.26
	Application Fee ($25.00)	$25.00
	Alteration/Renovation - Residential Occupancy Fee ($75, plus $4.00/$1,000)	$159.00
	Work without a permit	$636.00
	Code FBC 1% - Florida Building Commission Surcharge	$2.00
	Code BCAIF 1.5% - Florida Building Code Administrators and Inspectors Fund Surcharge	$2.39
	Total	$1002.64

Contractor/Agent/Owner
Building Division Official

Final Inspection 12/27/23

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

December 11, 2023

Owner/Address:
PARKSIDE PROPERTIES LLC
PO BOX 10250
PORTLAND ME 04104

Re: 215 Riverside Dr

Dear Owner/Property Manager/Registered Agent

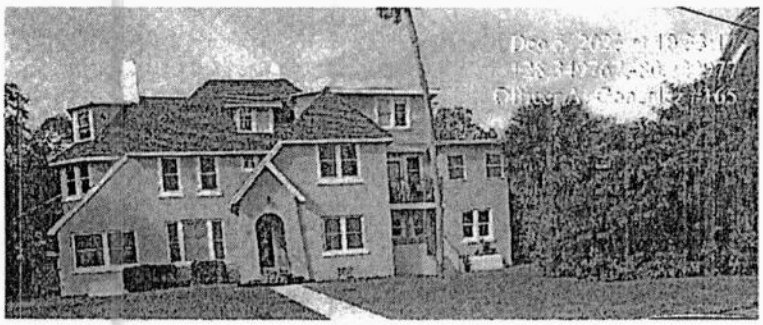
On **12/05/2023** Code Enforcement inspected this address and found no change in the condition of the property. While researching the property we found that the code cases below are still unresolved and running liens.

- CE 23-767

Code Enforcement is asking for your attention to these matters. Please correct all violations on the property and pay any pending fines. Once compliance is achieved you may contact our office for information on a lien reduction.

Failure to correct this matter may result in further legal action such as Foreclosure or Court Action against the property. Please feel free to contact us with any questions.

Sincerely,



Dennis A. Bunt
Code Enforcement Manager
321-433-8508

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 8/17/2023, at 6:00pm or as soon thereafter possible, to determine if the Respondent was in violation for the date set forth in this notice. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The case may be presented to the Code Enforcement Board even if the repeat violation has been corrected prior to the board hearing.

This Notice is sent by certified mail and regular mail to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The City may also provide notice by other means permitted by Florida Statutes.

If you have any questions regarding this Notice of Hearing for Repeat Violation do not hesitate to contact the below signed Code Enforcement Officer at the City of Cocoa.

Augusto Gonzalez - Code Enforcement Officer
(321)-482-4608/ arulz@cocoapolice.com



Detail by Entity Name

Florida Limited Liability Company
PARKSIDE PROPERTIES LLC.

Filing Information

Document Number	L04000077310
FEI/EIN Number	20-1815909
Date Filed	10/25/2004
Effective Date	01/01/2005
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/02/2005
Event Effective Date	NONE

Principal Address

3133 CORRINE DRIVE
ORLANDO, FL 32803

Changed: 07/05/2006

Mailing Address

3133 CORRINE DRIVE
ORLANDO, FL 32803

Changed: 07/05/2006

Registered Agent Name & Address

HAUGHWOUT-OSORIO, KRISTIN S
1860 Chippewa Trail
Maitland, FL 32751

Address Changed: 01/12/2018

Authorized Person(s) Detail

Name & Address

Title MGR

OSORIO, OSCAR J
3133 CORRINE DRIVE
ORLANDO, FL 32803

Title MGRM

HAUGHWOUT-OSORIO, KRISTIN
3133 CORRINE DRIVE
ORLANDO, FL 32803

Annual Reports

Report Year	Filed Date
2022	01/26/2022
2023	01/10/2023
2024	02/06/2024

Document Images

02/06/2024 -- ANNUAL REPORT	View image in PDF format
01/10/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
01/09/2021 -- ANNUAL REPORT	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
03/11/2019 -- ANNUAL REPORT	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
03/02/2016 -- ANNUAL REPORT	View image in PDF format
01/06/2015 -- ANNUAL REPORT	View image in PDF format
02/25/2014 -- ANNUAL REPORT	View image in PDF format
01/08/2013 -- ANNUAL REPORT	View image in PDF format
02/07/2012 -- ANNUAL REPORT	View image in PDF format
01/31/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
02/25/2009 -- ANNUAL REPORT	View image in PDF format
01/05/2008 -- ANNUAL REPORT	View image in PDF format
01/03/2007 -- ANNUAL REPORT	View image in PDF format
07/05/2006 -- ANNUAL REPORT	View image in PDF format
03/02/2005 -- Amendment	View image in PDF format
10/25/2004 -- Florida Limited Liability	View image in PDF format

DIVISION OF CORPORATIONS

Sunbiz.org Division of Corporations an official State of Florida website

Detail by Entity Name

Foreign Limited Liability Company
PARKSIDE PROPERTIES (FL), LLC

Cross Reference Name

PARKSIDE PROPERTIES, LLC

Filing Information

Document Number	M18000010671
FEI/EIN Number	01-0545447
Date Filed	11/29/2018
State	ME
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/21/2020

Principal Address

80 Bell Street
#12
Portland, ME 04103

Changed: 10/21/2020

Mailing Address

Post Office Box 10250
Portland, ME 04104

Changed: 10/21/2020

Registered Agent Name & Address

Pheasant, Byron
36 Patrick Lane
Rockledge, FL 32955-2805

Name Changed: 10/21/2020

Address Changed: 10/21/2020

Authorized Person(s) Detail

Name & Address

Title MGR

SIMPSON, WILLIAM
PO BOX 10250
PORTLAND, ME 04104

Annual Reports

Report Year	Filed Date
2022	01/31/2022
2023	01/18/2023
2024	01/09/2024

Document Images

01/09/2024 -- ANNUAL REPORT	View image in PDF format
01/18/2023 -- ANNUAL REPORT	View image in PDF format
01/31/2022 -- ANNUAL REPORT	View image in PDF format
02/03/2021 -- ANNUAL REPORT	View image in PDF format
10/21/2020 -- REINSTATEMENT	View image in PDF format
11/29/2018 -- Foreign Limited	View image in PDF format

...Department of State, Division of Corporations

Legislation Details (With Text)

File #:	24-308	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/22/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Council Approval to Apply for the Institute of Police Technology and Management (IPTM) Florida Department of Transportation (FDOT) High Visibility Enforcement Effort (HVE) Grant and Approval for the City Manager to Enter into a Memorandum of Understanding with IPTM. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	5-15-2024 Proposed funding for HVE Grant.pdf 2024 BPV Grant Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 22, 2024
Agenda Date: July 9, 2024
Prepared By: Susan L. Lambert, CAP, OM, Administrative Technician
Through: Evander Collier, IV, Chief of Police
Requested Action:
Council Approval to Apply for the Institute of Police Technology and Management (IPTM) Florida Department of Transportation (FDOT) High Visibility Enforcement Effort (HVE) Grant and Approval for the City Manager to Enter into a Memorandum of Understanding with IPTM.

BACKGROUND:

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

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

STRATEGIC PLAN CONNECTION:

Public Safety.

BUDGETARY IMPACT:

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

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

Source of Funds: _X___ Grant Source:_FDOT Funding

PREVIOUS ACTION:

Agenda item 23-376 was previously approved on 8/8/2023 for a $5,000 HVE Grant with FDOT.

RECOMMENDED MOTION:

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

Institute of Police Technology and Management

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

May 15, 2024

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

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

Dear Chief Collier:

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

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

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

Pedestrian and Bicycle Safety Focused Initiative High Visibility Enforcement (HVE) Roundtable meetings will be held at various locations throughout Florida. Please find enclosed the Roundtable Meeting schedule and submit your RSVP at https://unf.co1.qualtrics.com/jfe/form/SV_cUuKiz7ZRwLsNSt. We encourage you to take this opportunity to learn about how we have enhanced the program and simplified the reporting process. It is imperative that all enforcement agencies in the identified twenty-five (25) priority counties engage in this partnership to drive down fatalities on our roadways. Please review the enclosed locations and maps and let us know if your agency is willing to be a part of the solution. Agencies that apply on or before August 31, 2024 will be eligible for the full funding allocation that has been set aside for you. On September 1, 2024, all funds that were previously set-aside for specific agencies will be released to the total county allocation and made available to any agency within the county to work specified areas within their jurisdiction. After November 30, 2024, all funding will be released for use in HVE efforts in any of the twenty-five (25) priority counties.

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

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

Sincerely,

Sharon Murchison

Sharon Murchison, MA
Associate Director

Enclosures

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

Roundtable Meetings

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

Topics include:

- Pedestrian and Bicycle Safety Focused Initiative overview
- High Visibility Enforcement (HVE) contract funding and application process
- Data-driven street operations
- Free law enforcement training
- Administration of HVE contracts
- Changes to and applications for the FY25 HVE contracts
- Materials and resources available
- Feedback
- **Bonus** FY25 DRE Call-Out Overtime contract funding and application process will also be discussed

Date	Time	Location
June 5, 2024	9:00 a.m.—11:00 a.m.	DoubleTree by Hilton at the Entrance of Universal Studios Sun & Surf Rooms III - V 5780 Major Boulevard, Orlando, FL 32819
June 10, 2024	2:00 p.m.—4:00 p.m.	Florida Department of Transportation – District Five Sailfish Conference Room 1650 N. Kepler Road, DeLand, FL 32724
June 11, 2024	9:00 a.m.—11:00 a.m.	Christ Fellowship 5343 Northlake Boulevard Palm Beach Gardens, FL 33418
June 11, 2024	2:00 p.m.—4:00 p.m.	Broward Sheriff's Office Public Safety Building – Media Room 2601 W. Broward Boulevard., Ft. Lauderdale, FL 33312
June 12, 2024	9:00 a.m.—11:00 a.m.	Miami Beach Police Department Community Room 1100 Washington Avenue, Miami Beach, FL 33139
June 13, 2024	9:00 a.m.—11:00 a.m.	Florida Highway Patrol, Troop F Headquarters FDOT (SWIFT) SunGuide Center, Room 1025 10041 Daniels Parkway, Ft. Myers, FL 33913
June 17, 2024	2:00 p.m.—4:00 p.m.	Palm Bay City Hall Council Chambers 120 Malabar Road SE, Palm Bay, FL 32907
June 18, 2024	9:00 a.m.—11:00 a.m.	Hillsborough County Sheriff's Office – Falkenburg Road Jail Assembly Room 520 N Falkenburg Road, Tampa, FL 33619
June 18, 2024	2:00 p.m.—4:00 p.m.	Pinellas County Sheriff's Office Sheriff's Administration Building (SAB), Room 180A 10750 Ulmerton Road, Largo, FL 33778
June 19, 2024	9:00 a.m.—11:00 a.m.	Florida Department of Transportation – District Two Gainesville Operations Center, Auditorium 5301 NE 39th Avenue, Gainesville, FL 32609

Continued on next page

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

Law Enforcement Agency of the Year

Alert Today Florida's High Visibility Enforcement Program is designed to increase awareness of, and compliance with, traffic laws and regulations that protect the safety of pedestrians and bicyclists on Florida's roads.

High Visibility Enforcement is a traffic safety approach designed to educate on safe driving, walking, and biking behaviors and to increase compliance with traffic laws. The goal of this data driven enforcement program is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

Each year our team is tasked with selecting just one agency that rises above. Below you will find the utilized criteria to determine the 2024/2025 HVE Agency of the Year. The winning agency will receive a plaque.

- Pedestrian and Bicycle Safety Officer Training
- Media
- Bicycle Light Distribution
- Timely Contract Execution
- Invoice Submission Compliance
- Contract Fulfillment
- Crash Reduction Outcome

100 Points Maximum

Officer Training - 5 Maximum Points

5 - Agency satisfactorily met the requirement to have all officers fully trained prior to participating in HVE Details

Media - 30 Maximum Points

15 - First Media engagement uploaded to iPass to include print, digital, social and broadcast media

3 - For each additional media engagement uploaded to iPass with five (5) more being the maximum tracked

Bicycle Light Distribution - 10 Maximum Points

10 - Bicycle Lights were distributed and entered in iPass

Timely Contract Execution - 10 Maximum Points

10 - Started HVE operations within 30 days from contract execution date
5 - Started HVE operations within 60 days from contract execution date
1 - Started HVE operations 60+ days from contract execution date

Invoice Submission Compliance – 10 Maximum Points

10 - Submitted initial invoice in iPass within 60 days and subsequent invoices within 30 days
8 - Submitted initial invoice in iPass after 60 days and subsequent invoices within 30 days
6 - Submitted initial invoice in iPass within 60 days and subsequent invoice (1) greater than 30 days
4 - Submitted initial invoice in iPass within 60 days and subsequent invoices (1+) greater than 30 days

Contract Fulfillment - 25 Maximum Points

25 - 100% of awarded funds expended
Indicated as % of awarded funds expended in iPass 100% = 20 pts. all the way to 0.1% = .018 pts

Outcome – 10 Maximum Points

10 - 11% or more Reduction of Bike/Pedestrian Crashes in HVE corridors
5 - 1-10% Reduction of Bike/Pedestrian Crashes in HVE corridors
0 – No reduction of Bike/Pedestrian Crashes in HVE corridors

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

INTERNAL GRANT APPLICATION FORM

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

DEPARTMENT: Police	**DIVISION:** 2100
POINT OF CONTACT: Susan L. Lambert	**PROJECT MANAGER:** Patrick Dovale
NAME OF GRANT: Patrick Leahy Bulletproof Vest Partnership	
Assistance Listing#/CFSA#: N/A	**FUNDING AGENCY:** Department of Justice
AMOUNT REQUESTED: $ 26,857	**GRANT DUE DATE:** 06/10/2024

PROJECT DESCRIPTION:

The Patrick Leahy Bulletproof Vest Partnership is a federal program run by the Department of Justice that reimburses half of the cost of acquiring bulletproof vests for eligible police departments. The vests are on a five year replacement schedule. We are requesting funds for 20 vests this year at a cost of $1,342.85 per vest. Half of this amount will be reimbursed.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 13,428.50	**TARGET DATE TO COUNCIL:** 07/09/2024
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** As requested

WHAT ARE THE REPORTING REQUIREMENTS?

Reports are required for each invoice that show the type of vest purchased, name of the officer assigned the vest and the serial number of each vest.

FUTURE REQUIREMENTS TO CONSIDER:

None.

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	24-338	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/6/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Approve Ex Post Facto, the Police Department to Apply for the FY2024 Bulletproof Vest Partnership (BVP) Program. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BPV Submission 06-10-24.pdf 2024 BPV Grant Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 6, 2024
Agenda Date: July 9, 2024
Prepared By: Susan L. Lambert, Administrative Technician
Through: Evander Collier, IV, Chief of Police
Requested Action:
Approve Ex Post Facto, the Police Department to Apply for the FY2024 Bulletproof Vest Partnership (BVP) Program.

BACKGROUND:

The Patrick Leahy Bulletproof Vest Partnership (BPV) application funding period was open until June 10, 2024, and applications for funds were accepted until that time.

The Cocoa Police Department participates in this project by buying vests and by being reimbursed at a rate of fifty percent (50%) for the BJA qualifying purchases. A qualifying purchase must meet the following requirements:

Jurisdictions receiving funding for reimbursement of body armor purchases must have a written mandatory wear policy for uniformed patrol officers in place when the FY2024 BPV applications are submitted.

Each vest purchased with FY2024 funds must meet the National Institute of Justice (NIJ) standards on the date it was ordered and must be American-made.

Jurisdictions receiving funding for reimbursements of body armor purchases must have in place a uniquely fitted vest requirement when the FY2024 BPV applications are submitted.

The grant is a two-year cycle and is based on newly hired positions and replacement vests for current officers.

The Department will need twenty new vests at an approximate cost of $1,343 per vest and be reimbursed for half of each vest or $672. The total amount applied for would equal $26,857, with $13,428.50 being reimbursable. Upon award of the grant, staff will prepare an agenda item and BAF to recognize the grant award.

STRATEGIC PLAN CONNECTION:

Public/Officer Safety

BUDGETARY IMPACT:

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

There is no further budgetary impact for FY2024. The grant would not be awarded until FY2025.

The Department will prepare an additional agenda item to amend the budget upon grant award. Project and budget account numbers will be assigned upon grant award.

PREVIOUS ACTION:

The Police Department has participated in the Bulletproof Vest grant for many years going back to 2008.

RECOMMENDED MOTION:

Approve Ex Post Facto, the Police Department to Apply for the FY2024 Bulletproof Vest Partnership (BVP) Program.

Below are the results of your Application Submission to your jurisdiction. A prompt will appear giving you the option to print these records. If one does not, simply print this page using your browser's print functionality.

LEA	
Application ID	24041206
Jurisdiction Contact	Connor Williams
	(321) 433-8684
	cwilliams@cocoafl.org
Status	Sent for BVP Approval
Last Submission Date	

Total Quantity	Total Extended Cost	Total Shipping & Handling Cost	Total Cost
20	26,857.00	0.00	26,857.00

Legislation Details (With Text)

File #:	24-340	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/6/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Approval to Participate in a Public Offering for the HUD Section 108 Loan to Convert to a Fixed Interest Rate and for the City Manager to Sign Related Documents. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 6, 2024
Agenda Date: July 9, 2024
Prepared By: Rebecca Bowman, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval to Participate in a Public Offering for the HUD Section 108 Loan to Convert to a Fixed Interest Rate and for the City Manager to Sign Related Documents

BACKGROUND:

The City entered into a Section 108 loan from the Housing and Urban Development (HUD) on December 17, 2019 to provide financing for construction of the new Dr. Joe Lee Smith Center. At that time, the loan agreement stipulated that the loan would be a variable rate loan until such time that HUD had a public offering for loans to convert the interest to fixed rate interest. The previous variable rate was based on LIBOR until May 1, 2021, when the new basis was the 3-Month Treasury Bill High Auction Rate plus 35 basis points due to the end of LIBOR. On May 22, 2024, the Finance Director and Community Services Director received notice from HUD that they will be doing a public offering on July 23,2024 and requested confirmation from the City as to whether they would like to participate in the public offering by May 31. Due to the short notice that was received, staff was unable to present this issue to City Council prior to May 31 (the next Council meeting was June 4, 2024). After reviewing the options available for this loan, the Finance Director and the City Manager determined that it was favorable for the City to participate in the public offering. Staff notified HUD that the City would like to participate in the public offering on the Section 108 loan due to rising interest rates. Staff subsequently received communication from HUD that they are deferring the public offering until late summer or fall of this year. When the public offering is made, staff requests approval to participate in the public offering and for the City Manager to sign the related documents for the financing. Estimated amounts for the interest on the Section 108 loan is included in the

adopted budget each year.

STRATEGIC PLAN CONNECTION:

Organizational effectiveness - fiscal sustainability

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Choose an item.

Amount Requested	$
Account Number	_
Account Name	_

PREVIOUS ACTION:

City Council approved the HUD Section 108 loan on December 11,2019 on Resolution 2019-106.

RECOMMENDED MOTION:

Approval to Participate in a Public Offering for the HUD Section 108 Loan to Convert to a Fixed Interest Rate and for the City Manager to Sign Related Documents

Legislation Details (With Text)

File #:	24-346	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/13/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Approval to Participate in the Florida Department of Emergency Management's F-ROC Program for FY2025; Approval to delegate authority for the City Manager to Opt-In to the F-ROC Program for FY2025 via Resolution #2024-060. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DRA After Abatement 4-30-24 for FY24.pdf Screen Shot FY2025 Opt-In Info.pdf Budget Resolution FY 2024-060 F-ROC FY25 Opt-In Authority.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 13, 2024
Agenda Date: July 9, 2024
Prepared By: Rebecca Bowman, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval to Participate in the Florida Department of Emergency Management's F-ROC Program for FY2025; Approval to delegate authority for the City Manager to Opt-In to the F-ROC Program for FY2025 via Resolution #2024-060.

BACKGROUND:

The Florida Department of Emergency Management (FDEM) created the F-ROC (Florida Recovery Obligation Calculation) program in 2023. This program will provide advance funding for disasters up to 80% of the estimated damages, dependent upon scoring achieved by meeting requirements of the program. The City Council approved participation in the program for the FY2024 year. Florida governmental entities must opt-in to the program each year to participate in the program. During the open enrollment period, entities have the opportunity to improve their scores to get to the maximum 80% funding. The award of the money is risk-based, meaning the higher the score, the less risk the recipient carries. An entity achieving an 80% score has policies and procedures in place that reduce the risk that they claim non-eligible costs related to a disaster and demonstrates that the entity understands federal grant requirements. The City earned a score of 60% so far for FY2024. Additional points can be awarded upon completion of a post-disaster questionnaire to get to the 80% score. Each entity that wants to participate in the program must train on the F-ROC program each year and opt-in through the F-ROC website. The opt-in period for FY2025 began July 1, 2024 and

closes August 31, 2024.

Staff is requesting City Council approval to participate in the F-ROC program for FY2025. Staff is also requesting approval of Resolution #2024-060 to delegate authority to execute F-ROC forms to the City Manager for FY2025.

STRATEGIC PLAN CONNECTION:

Organizational Effectiveness - fiscal sustainability

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	Choose an item.

Amount Requested	$
Account Number	_
Account Name	_

PREVIOUS ACTION:

City Council approved participation in the F-ROC program for FY2024.

RECOMMENDED MOTION:

Approval to Participate in the Florida Department of Emergency Management's F-ROC Program for FY2025; Approval to delegate authority for the City Manager to Opt-In to the F-ROC Program for FY2025 via Resolution #2024-060.

Disaster Readiness Assessment

Applicant Name (Entity): Cocoa, City of

Submitted Date: 12-21-2023

Submitted By: Rebecca Bowman

Background

The Florida Recovery Obligation Calculation (F-ROC) process was established with the goal of assisting applicants with assessing risk of potential non-compliance within the FEMA PA program. A vehicle to assess such risk is completing the risk assessment questionnaire, as well as the successful execution of applicant abatement activities, where applicable. Presented below is the completed risk assessment questionnaire. Each question in the risk assessment is designated as low, medium, or high-risk based on the risk for potential noncompliance with applicable policies and regulations. The assessment includes questions that cover FEMA PA Category A and B requirements and can be used for pre and post disaster. The questionnaire is presented in 5 sections which include: Applicant Experience, Policy/Procedure, Documentation, Procurement and Contract Administration.

General Guidance

Presented below is the completed risk assessment questionnaire, with the output from the State's review. The Applicant's responses to each question are highlighted in bold. As part of the F-ROC process the State or a designee completed the review of the submitted questionnaire, including the supporting documentation provided in the KPMG Smart Grants Platform. Presented below the State's review is documented for consideration. Leveraging the outputs from the State review, the applicant can begin drafting their abatement plan, if applicable.

For further information regarding the F-ROC Scoring Criteria & Methodology please refer to the guide within the KPMG Smart Grants Platform.

Please note, this document is only for reference purposes. Please sign into KPMG Smart Grants Platform to review state comments and begin your abatement plan.

Key milestone(s)

Original submit date: 12-21-2023

Questionnaire

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Applicant Experience Questions

1) **Has this Applicant previously been awarded Federal funding?**

A) **Yes, the Applicant has received Federal funding.**
B) No, the Applicant has not previously received Federal funding.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Notice of Federal Funding Award	SR-DR-4673_Z2922-Cocoa--City-of- Funding-Agreement-Fully-Executed-1696998-91700.pdf	Hurricane Ian - Agreement No. Z2922	12/13/2025	
Notice of Federal Funding Award	SR-DR-4680_Z3798-Cocoa--City-of- Funding-Agreement-Fully-Executed-1762326-24540.pdf	Hurricane Nicole - Agreement No. Z3798	12/13/2025	
Notice of Federal Funding Award	DR-4468---City- of-Cocoa---Executed-111	Hurricane Dorian - Agreement No. Z1581	12/13/2025	

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
	7167-90858.pdf			

1.a If yes, has the Applicant been awarded Public Assistance (PA) funding within the last 5 years?

A) **Yes, this Applicant has been awarded Public Assistance funding for 2 or more disasters.**
B) Yes, this Applicant has been awarded Public Assistance funding for 1 disaster.
C) No, this Applicant has not been awarded Public Assistance funding in the last 5 years.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Comments:

rbowman@cocoafl.org : *12/12/2023 13:27*

Hurricanes Ian & Nicole - documentation can be found on Florida PA web page.

1.b If yes, was any of the funding to reimburse eligible work under Category A (Debris Removal) or Category B (Emergency Protective Measures)?

A) Category A only
B) Category B only
C) **Both Category A and Category B**
D) Category B only, the Applicant does not claim Category A work.
E) No Emergency work, only Category C-G (Permanent Work)

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State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

1.c If yes, please select the disaster(s) in which you received FEMA PA funding for Category A (Debris Removal) and/or Category B (Emergency Protective Measures)?

A) DR4399 Hurricane Michael
B) **DR4468 Hurricane Dorian**
C) DR4486 Florida Covid-19 Pandemic
D) EM3533 Hurricane Isaias
E) DR4564 Hurricane Sally
F) EM3551 Hurricane ETA
G) EM3560 Surfside Building Collapse
H) EM3561 Tropical Storm Elsa
I) EM3562 Tropical Storm Fred
J) **DR4673 Hurricane Ian**
K) **DR4680 Hurricane Nicole**

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Comments:

rbowman@cocoafl.org : *12/12/2023 13:31*

Ian - Cat A & Cat B, Nicole Cat B, Dorian Cat B. Also had Irma Cat A, B & many others.

1.d If yes, does this Applicant have experience with projects in the Public Assistance Program within the last 5 years? (choose all that apply)

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A) Yes, obligated large projects.
B) Yes, obligated small projects.
C) **Yes, both small and large obligated projects.**

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Comments:

rbowman@cocoafl.org : *12/14/2023 10:36*

H Irma obligated 2/2/21 #F7340 PW 7340-82564 Indian Waterfront Erosion Cat G - large project
H Ian & H Nicole did not meet large project threshold due to the increased amount for large projects on these events.

---

2) Does the Applicant have staff member(s) who will be dedicated to and responsible for administering their FEMA PA grants in the event of a declared disaster?

A) **Yes, in the event a disaster occurs the Applicant has 2 or more dedicated staff members.**
B) Yes, in the event a disaster occurs the Applicant has at least 1 dedicated staff member.
C) No, the Applicant will not have any dedicated staff members.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Training Certificate	Lora Howell FEMA Certs.pdf		12/13/2025	
Training	Connor		12/13/2025	

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Certificate	Williams FEMA Certs.pdf			
Training Certificate	NUMS 800 Certificate 8-8-22.pdf	Certificate for: Rebecca Bowman	12/14/2025	
Training Certificate	November 18 2021 ARPA Webinar Certificate.pdf	Certificate for: Rebecca Bowman	12/14/2025	
Training Certificate	NIMS 703b Cert 8-4-22.pdf	Certificate for: Rebecca Bowman	12/14/2025	
Training Certificate	NIMS 200b 9-25-18.pdf	Certificate for: Rebecca Bowman	12/14/2025	
Training Certificate	NIMS 200.C certificate 8-11-22.pdf	Certificate for: Rebecca Bowman	12/14/2025	
Training Certificate	FEMA NIMS 100 cert.pdf	Certificate for: Rebecca Bowman	12/14/2025	
Training Certificate	FEMA 700 NIMS Course Cert.pdf	Certificate for: Rebecca Bowman	12/14/2025	
Training Certificate	Avoiding Fraud in Treasury 10-26-23 Certificate.pdf	Certificate for: Rebecca Bowman	12/14/2025	
Training Certificate	AGA CPE Fraud Internal Controls.pdf	Certificate for: Rebecca Bowman	12/14/2025	
Personnel Information	Personnel Descriptions.p	Job descriptions.	12/14/2025	

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
	df			

2.a If yes, please list the staff member(s) who will be responsible for administering the FEMA Public Assistance Grant. (Please include Name, Department, Title and years of experience. Ex: John Doe, Finance, Director, 4 years)

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Comments:

cwilliams@cocoafl.gov : *12/14/2023 15:00*

Rebecca Bowman, Finance Director - 15 years

Lora Howell, Deputy Finance Director - 6 years

Connor Williams, Grants Writer - Econ Development Specialist - 2 years

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2.b If yes, do these staff member(s) have previous experience administering FEMA PA Grants ?

A) **Yes, the staff member(s) have previous FEMA PA experience**
B) No, the staff member(s) do not have previous FEMA PA experience.

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State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Comments:

rbowman@cocoafl.org : *12/14/2023 10:43*

Q 2a will not respond when clicking on space to provide response.
Rebecca Bowman, Finance Director - 15 years
Lora Howell, Deputy Finance Director - 6 years
Connor Williams, Grants Writer - Econ Development Specialist - 2 years

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3) Does the Applicant have a Master Service Agreement (MSA) with a responsible vendor to assist in administering their FEMA PA grant(s)?

A) Yes, the Applicant has an MSA with a responsible vendor.
B) **No, the Applicant currently does not have an MSA with a responsible vendor but has dedicated staff administering their FEMA PA grants**
C) No, the Applicant currently does not have an MSA with a responsible vendor and does not have dedicated staff administering their FEMA PA Grants.

Policy/Procedure Questions

4) Does the Applicant (and all core departments) have an established labor policy?

A) **Yes, the Applicant and all core departments that provide personnel during a disaster have an established labor policy.**
B) No, the Applicant and all core departments that provide personnel during a disaster do not have an established labor policy.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Labor Policy	City-of-Cocoa-Employee-Handbook-ADA.pdf		12/13/2025	
Labor Policy	LIUNA Local 630 MOU OT and Emerg Admin Leave - Agreement 10_01_2021-09_30_2024.pdf		12/13/2025	
Labor Policy	LIUNA Local 630 MOU Wage Adjustment - Agreement 10_01_2021-09_30_2024.pdf		12/13/2025	
Labor Policy	City of Cocoa DC Teamsters FINAL CLEAN FY 21-23 (FY22 Wage Opener).pdf		12/13/2025	
Labor Policy	IAFF MOU 4.10.23.pdf		12/13/2025	
Labor Policy	IAFF Agreement (October 1 2021- September 30 2024).pdf		12/13/2025	
Labor Policy	Signed PBA MOU Article 17 WOC MOU		12/13/2025	

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
	Agmt 10-1-21 - 9-30-24.pdf			
Labor Policy	PBA Lieutenants Contract FY21-23 with FY23 Wage Opener (FINAL).pdf		12/13/2025	
Labor Policy	PBA Rank and File CBA (2021-2024).pdf		12/13/2025	

4.a Does the Applicant's (and all core departments) labor policy include a contingency clause that payment is subject to Federal funding?

A) Yes, the Applicant's (and all core departments) labor policy includes a contingency clause that payment is subject to Federal funding.

B) **No, the Applicant's (and all core departments) labor policy does not include a contingency clause that payment is subject to Federal funding.**

4.b Is the Applicant's (and all core departments) labor policy applied uniformly regardless of a presidential declaration?

A) **Yes, the Applicant's (and all core departments) labor policy is applied uniformly regardless of a presidential declaration.**

B) No, the Applicant's (and all core departments) labor policy is not applied uniformly regardless of a presidential declaration.

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State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. The reviewer noted that additional follow-up should be considered. Refer to the comments provided by the reviewer below, if applicable

Notes :

- Following review of supplied documentation, the answer has been changed from "A" to "B" as supporting documentation is not sufficient to validate this question. Applicant will have opportunity to provide applicable document(s)/ page number that addresses question during abatement period.

4.c Does the Applicant's (and all core departments) labor policy have set non-discretionary criteria for when the applicant activates various pay types?

A) **Yes, the Applicant's (and all core departments) labor policy has set non-discretionary criteria for when the applicant activates various pay types.**

B) No, the Applicant's (and all core departments) labor policy does not have set non-discretionary criteria for when the applicant activates various pay types.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

5) Does the Applicant have an approved labor policy or relevant employee agreement(s) that outlines how employees will be paid during an emergency?

A) **Yes, the Applicant's approved labor policy (or similar documentation) outlines how employees will be paid during an emergency.**

B) No, the Applicant's approved labor policy (or similar documentation) does not outline how employees will be paid during an emergency.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

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Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Labor Policy	City-of-Cocoa-Employee-Handbook-ADA.pdf		12/13/2025	

Comments:

cwilliams@cocoafl.gov : *12/14/2023 15:29*

See "City-of-Cocoa-Employee-Handbook-ADA.pdf" for information on the Employee Manual.

Documents attached as part of Q4 outlines how employees will be paid during an emergency.

5.a Does the Applicant's labor policy note that reassigned employees (employees not performing their normal day-to-day duties) should be paid at their normal pay rate and not the pay rate of the services that they performed?

A) Yes, the Applicant's labor policy notes that reassigned employees should be paid at their normal pay rate and not the pay rate of the services that they performed.

B) **No, the Applicant's labor policy does not note that reassigned employees should be paid at their normal pay rate and not the pay rate of the services that they performed.**

5.b Does the Applicant's labor policy note that a backfill employee (an employee that is temporarily replacing another employee who is responding to the incident – work performed does not need to be eligible work) should be paid at their normal pay rate?

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A) Yes, the Applicant's labor policy notes that a backfill employee should be paid at their normal pay rate.

B) No, the Applicant's labor policy does not note that a backfill employee should be paid at their normal pay rate.

C) **N/A, the Applicant does not utilize backfill employees.**

5.c Does the Applicant's labor policy note that prisoners should be paid at the rate that the Applicant normally pays prisoners?

A) Yes, the Applicant's labor policy notes that prisoners should be paid at the rate that the Applicant normally pays prisoners.

B) No, the Applicant's labor policy does not note that prisoners should be paid at the rate that the Applicant normally pays prisoners.

C) **N/A, the Applicant does not utilize prisoners for labor.**

5.d Does the Applicant's labor policy define Standby use and pay?

A) **Yes, the Applicant's labor policy defines Standby use and pay.**

B) No, the Applicant's labor policy does not define Standby use and pay.

C) N/A, the Applicant does not utilize Standby time.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. The reviewer noted that additional follow-up should be considered. Refer to the comments provided by the reviewer below, if applicable

  Notes :

  - Following review of supplied documentation, the answer has been changed from "A" to "B" as supporting documentation is not sufficient to validate this question. Applicant will have opportunity to provide applicable document(s)/ page number that addresses question during abatement period.

6) Does the Applicant have an emergency financial plan as noted in F.S. 252.391?

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A) Yes, the Applicant has an emergency financial plan.

B) **No, the Applicant does not have an emergency financial plan.**

7) Does the Applicant have written policies and procedures that outline routine maintenance schedules to include documentation requirements for facilities within their jurisdiction?

A) **Yes, the Applicant has written policies and procedures that outline routine maintenance schedules to include documentation requirements for all facilities within their jurisdiction.**

B) No, the Applicant does not have written policies and procedures that outline routine maintenance schedules to include documentation requirements for facilities within their jurisdiction.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Other (Please Describe)		Hurricane Ian - Agreement No. Z2922. State has fully-executed copy.		Other
Other (Please Describe)	Dyal WTP Expansion OM Manual Index (printed manuals on site) (1994).pdf	Operations Manual Index - Dyal Water Treatment Plant	12/13/2025	
Maintenance Procedures	Dyal WTP Surface Water Treatment OM Manual - 2000.pdf	Operations and Maintenance Manual Index - Dyal Water Treatment Plant	12/13/2025	
Labor	Dyal Water	Standard Operations	12/13/2025	

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Procedures	Treatment Operations SOP Aug 2022.pdf	Procedures - Dyal Water Treatment Plant		
Other (Please Describe)	Dyal WTP PM CMMS Matrices Sep 2017 .pdf	Proactive Maintenance Matrices Development Report - Dyal Water Treatment Plant	12/13/2025	
Maintenance Procedures	SFO SOP.pdf	Sewer Field Operations (SFO) Operations and Maintenance (O&M) Manual	12/13/2025	
Maintenance Procedures	SFO Force Main Valve ARV SOP - Appendix S - Apr 2021.pdf	City of Cocoa Sewer Field Operations (SFO) - Force Main Valve - 2021 Revision	12/13/2025	
Maintenance Procedures	SFO Hauled Wastewater Receiving SOP - Mar 2022.pdf	City of Cocoa Sewer Field Operations (SFO) - Hauled Wastewater Receiving - 2022 Revision	12/13/2025	

7.a If yes, who is responsible for internally approving the maintenance policies and procedures? Please provide a name and title.

State Review Comments

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- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Comments:

cwilliams@cocoafl.gov : *12/14/2023 15:43*

Public Works: Abigail Morgan, Public Works Director; Gary Palmer, Facilities Manager; Frank Mirabito, Streets & Stormwater Manager
Utilities: John "Jack" Walsh, Utilities Director; Katherine Ennis, Deputy Director of Utilities; Chris Collier, Assistant Utilities Director

rbowman@cocoafl.org : *12/21/2023 12:45*

See below

7.b How often are these policies and procedures evaluated and/or updated?

A) Once a year
B) 1-3 years
C) **3+ years**

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

7.c How often are applicable employees responsible for reviewing and acknowledging the policies and procedures?

A) Once a year
B) **1-3 years**
C) 3+ years

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State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

8) Does the Applicant have procedures to document inventory of their force account equipment, purchased equipment, and leased equipment?

A) **Yes, the Applicant has documented procedures for equipment inventory.**
B) No, the Applicant does not have procedures to document inventory of equipment.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Equipment Inventory Procedures	(FOM) revised January 12 2021- Updated 3-23-2021.pdf		12/13/2025	
Other (Please Describe)	CMG Inventory 20230523 Cognos.xlsx	2023 Annual Post-Audit Inventory Listing	12/14/2025	

9) Does the Applicant have written procedures that require a leasing versus purchasing analysis for equipment costs?

A) Yes, the Applicant has procedures to perform a lease versus purchasing analysis.
B) **No, the Applicant does not have lease versus purchasing procedures.**

10) Does the Applicant have a documented process of internal controls that can address instances of fraud, waste, and abuse (FWA), such as conflicts of interest and gaps in required documentation?

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A) **Yes, the Applicant has a process of internal controls to address FWA.**

B) No, the Applicant does not have a process of internal controls to address FWA.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Employee Handbook	City-of-Cocoa-Employee-Handbook-ADA.pdf		12/14/2025	
Procurement Policy	City of Cocoa Purchasing Manual_v1_Dec-2023.pdf		12/14/2025	
Code of Conduct	(FOM) revised January 12 2021- Updated 3-23-2021.pdf		12/14/2025	
Other (Please Describe)	City of Cocoa Fraud Waste and Abuse Policy.docx	City of Cocoa Fraud, Waste, and Abuse Policy	02/28/2026	
Other (Please Describe)	Internal Controls Over Fraud. Waste and Abuse.docx	City of Cocoa Fraud, Waste, and Abuse Internal Controls	02/28/2026	

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10.a If yes, who is responsible for updating and monitoring the internal controls? Please provide a name and title.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Comments:

cwilliams@cocoafl.gov : *12/15/2023 15:42*

Rebecca Bowman, Finance Director
Anthony Garganese, City Attorney

---

11) Was there an audit of the agency/division/office conducted within the last 3 years by an external/ internal auditor or federal agency that covers policies and procedures, operations, or internal controls?

A) **Yes, there was an external audit of the agency/division/office.**
B) Yes, there was an internal audit of the agency/division/office.
C) No, the Applicant has not had an internal or external audit in the last 3 years.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Audit Report	FY22 ACFR FINAL 4-17-23 - Reduced File Size.pdf		12/14/2025	
Corrective		Covered in ACFR		Other

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Action Plan				

11.a If yes, did the audit result in a finding(s)?

A) Yes, the audit resulted in a finding(s).
B) **No, the audit did not result in a finding(s).**

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. The reviewer noted that additional follow-up should be considered. Refer to the comments provided by the reviewer below, if applicable

Notes :

- After reviewing the policy, no language was found regarding this topic

12) Was a Federal Single Audit required and performed for the Applicant's most recent fiscal year?

A) **Yes, a Federal Single Audit was required and performed for this Applicant's most recent fiscal year.**
B) No, but the Applicant has been audited by an independent auditor yearly for the last 3 years.
C) No, the Applicant has not been audited yearly for the last 3 years.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Audit Report	FY22 ACFR FINAL 4-17-23 - Reduced File Size.pdf		12/14/2025	
Other (Please Describe)	FY22 SEFA City of Cocoa .xlsx	SEFA Schedule	12/14/2025	

13) Does the Applicant have specific internal controls and procedures in place for duplication of benefits?

A) **Yes, the Applicant has specific internal controls and procedures for duplication of benefits.**
B) No, the Applicant does not have specific internal controls and procedures for duplication of benefits.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Internal Controls/ Procedures	Application Item 13 Duplication of Benefits Procedures.docx		12/14/2025	

14) Does the Applicant have written policies and procedures on how they will document

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their administrative costs?

A) **Yes, the Applicant has written policies and procedures on how they will document their administrative costs.**

B) No, the Applicant does not have written policies and procedures on how they will document their administrative costs.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. The reviewer noted that additional follow- up should be considered. Refer to the comments provided by the reviewer below, if applicable

Notes :

- Following review of supplied documentation, the answer has been changed from "A" to "B" as supporting documentation is not sufficient to validate this question. Applicant will have opportunity to provide applicable document(s)/ page number that addresses question during abatement period.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Internal Controls/ Procedures	Application Item 13 Duplication of Benefits Procedures.docx		12/14/2025	

15) Does the Applicant have a written agreement or labor policy that includes meals for employees and volunteers engaged in eligible Emergency Work, including those at Emergency Operation Centers, provided the individuals are not receiving per diem?

A) Yes, the Applicant has a written agreement or labor policy that includes meals for employees and volunteers engaged in eligible Emergency Work, including those at Emergency Operation Centers, provided the individuals are not receiving per diem.

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B) **No, the Applicant does not have a written agreement or labor policy that includes meals for employees and volunteers engaged in eligible Emergency Work, including those at Emergency Operation Centers, provided the individuals are not receiving per diem.**

16) Does the Applicant have a process and procedure in place to accurately document donated resources' time, title and function, location of work and description of work?

A) Yes, the Applicant has a process and procedure in place to accurately document donated resources' time, title and function, location of work and description of work.

B) **No, the Applicant does not have a process and procedure in place to accurately document donated resources' time, title and function, location of work and description of work.**

C) N/A, the Applicant does not claim donated resources cost.

Documentation Questions

17) Does the Applicant have a Debris Management Plan that has been reviewed by the Florida Division of Emergency Management?

A) **Yes, the Applicant has a FDEM reviewed Debris Management plan.**

B) No, the Applicant does not have a FDEM reviewed Debris Management plan.

C) N/A - The Applicant does not plan to claim Debris Removal (CAT A) costs.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Employee Handbook	City-of-Cocoa-Employee-Handbook-ADA.pdf		12/14/2025	
Debris Management Plan	Cocoa Debris Management Plan 121123_AM		12/19/2025	

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
	edits.pdf			
Other (Please Describe)	RE Your Debris Management Plan has been reviewed by FDEM and needs further revision before F- ROC submission.msg	Email from FDEM confirming their review.	12/19/2025	

17.a If yes, who is responsible for internally approving the Debris Management plan? Please provide a name and title.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Comments:

rbowman@cocoafl.org : *12/21/2023 12:52*

Abigail Morgan, Public Works Director

17.b How often is the Debris Management Plan internally evaluated and/or updated?

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A) Once a year
B) 1-3 years
C) **3+ years**

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

17.c How often are applicable employees responsible for reviewing and acknowledging the plan?

A) **Once a year**
B) 1-3 years
C) 3+ years

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

18) Does the Applicant utilize a centralized system that records employee type (budgeted or unbudgeted) and accounts for hours worked (straight Time or overtime) as it relates to Emergency Work?

A) **Yes, the Applicant utilizes a centralized system to account for budgeted and unbudgeted time for hours worked.**
B) No, the Applicant does not utilize a centralized system to account for budgeted and unbudgeted time for hours worked.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Time Tracking System	Sample Time Tracking.pdf		12/14/2025	
Payroll	Sample Payroll.pdf		12/14/2025	
System Codes listing	Payroll Hours Codes Hurricane Ian Update.pdf		12/14/2025	

19) Does the Applicant have a system in place to account for FEMA funds on a project-by-project basis?

A) **Yes, the Applicant's accounting system does account for FEMA funds on a project-by-project basis.**

B) No, the Applicant's accounting system does not account for FEMA funds on a project-by-project basis.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Journal Entries of Formal System	Application Item 19 Project Acctg.pdf		12/14/2025	
Screenshot of System		See "Journal Entries of Formal System".		Other

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20) Does the Applicant have documentation stating their legal jurisdiction to conduct debris removal and emergency protective measures work within the area in which eligible work is being claimed?

A) **Yes, the Applicant has documentation stating their legal jurisdiction.**
B) No, the Applicant does not have documentation stating their legal jurisdiction.
C) N/A, the Applicant is a State Agency with applicable statewide jurisdiction under Florida statute.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Map or listing of jurisdiction	Cocoa FL Debris Removal Map - Hurricane Ian.pdf	Map of Hurricane Ian Category A claims, featuring Map of City Jurisdiction for eligible work.	12/14/2025	
Entity's Codes		See comment.		Other
Ordinances/ Charter		See comment.		Other

Comments:

cwilliams@cocoafl.gov : *12/15/2023 16:28*

City of Cocoa Ordinances available at: https:// library.municode.com/ fl/ cocoa/ codes/ code_of_ordinances

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20.a If yes, how often is the documentation evaluated and/or updated?

A) Once a year
B) **1-3 years**
C) 3+ years

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

21) Does the Applicant have a pre-determined list of all of the locations of their temporary reduction sites and permanent disposal sites?

A) **Yes, the Applicant has a pre-determined list of locations for temporary reduction and permanent disposal.**
B) No, the Applicant does not have a pre-determined list of locations for temporary reduction and permanent disposal.
C) N/A, the Applicant does not claim Debris Removal (CAT A) costs.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Map or document showing location of temporary reduction sites and permanent disposal sites		See "Approval from the Florida Department of Environmental Protection for their temporary reduction sites and permanent disposal sites"		Other

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Permits for reduction and disposal sites		See "Approval from the Florida Department of Environmental Protection for their temporary reduction sites and permanent disposal sites"		Other
Approval from the Florida Department of Environmental Protection for their temporary reduction sites and permanent disposal sites	Pre-Authorization for DDMSs.pdf		12/14/2025	
Debris Management Plan	Cocoa Debris Management Plan 121123_AM edits.pdf		12/19/2025	

21.a If yes, how often is the documentation evaluated and/or updated?

A) Once a year
B) 1-3 years

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C) 3+ years

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

21.b If yes, has the pre-determined list of all the locations of the Applicant's temporary reduction sites and permanent disposal sites been approved by the Florida Department of Environmental Protection?

A) **Yes, the Applicant's pre- determined list has been approved by the Florida Department of Environmental Protection.**

B) No, the Applicant does not have pre- determined list has not been approved by the Florida Department of Environmental Protection.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Procurement Questions

22) Does the Applicant have a written procurement policy?

A) **Yes, the Applicant has a written procurement policy.**

B) No, the Applicant does not have a written procurement policy.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Procurement Policy	City of Cocoa Purchasing Manual_v1_Dec-2023.pdf		12/14/2025	

22.a If yes, does the Applicant's procurement policy have procurement thresholds?

A) **Yes, the Applicant's procurement policy has procurement thresholds.**
B) No, the Applicant's procurement policy does not have procurement thresholds.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

22.b If yes, are the Applicant's purchasing thresholds stricter than or equal to the federal thresholds noted in 2 C.F.R. § 200.320?

A) **Yes, the Applicant's purchasing thresholds are stricter than or equal to the federal thresholds.**
B) No, the Applicant's purchasing thresholds are not stricter than or equal to the federal thresholds.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

23) Does the Applicant have written procurement procedures that ensure all solicitation documents include a clear description of the need for the goods or services being procured?

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A) **Yes, the Applicant's written procurement policy includes a clear description of the need for the goods or services being procured.**

B) No, the Applicant's written procurement policy does not include a clear description of the need for the goods or services being procured.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Procurement Policy	City of Cocoa Purchasing Manual_v1_Dec-2023.pdf		12/14/2025	

23.a If yes, who is responsible for implementing and monitoring solicitation documents to ensure that there is a clear description of the need for the goods or services being procured? Please provide a name and title.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Comments:

rbowman@cocoafl.org : *12/14/2023 11:12*

Rebecca Bowman, Finance Director

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Brian Dale, Purchasing & Contracts Manager

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24) Does the Applicant maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts?

A) **Yes, the Applicant does maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in contract selection and administration.**

B) No, the Applicant does not maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in contract selection and administration.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Procurement Policy	City of Cocoa Purchasing Manual_v1_Dec-2023.pdf		12/14/2025	

24.a If yes, who is responsible for updating and monitoring the standards of conduct? Please provide a name and title.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

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Comments:

rbowman@cocoafl.org : *12/14/2023 11:13*

Rebecca Bowman, Finance Director
Brian Dale, Purchasing & Contracts Manager

cwilliams@cocoafl.gov : *12/15/2023 16:36*

Anthony Garganese, City Attorney

24.b If yes, how often does the Applicant evaluate and/ or update these standards of conduct?

A) Once a year
B) 1-3 years
C) **3+ years**

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

25) Does the Applicant have a written process in place to document its determination that a prospective contractor qualifies as responsible, as well as its basis for such determination? (Responsible vendor is defined as such with contract integrity, compliance with public policy, record of past performance and financial and technical resources.)

A) **Yes, the Applicant does have a written process in place to document its determination that a prospective contractor qualifies as responsible and the bases for such determination.**
B) No, the Applicant does not have a written process in place to document its determination that a prospective contractor qualifies as responsible and the bases for such determination.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

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Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Procurement Policy	City of Cocoa Purchasing Manual_v1_Dec-2023.pdf		12/14/2025	
Bid Evaluation Documents	ITB B-23- XX-COC TEMPLATE.docx	Invitation to Bid Template	12/14/2025	
Bid Evaluation Documents	RFP Template.docx	Request for Proposal Template	12/14/2025	

25.a If yes, who is responsible for the oversight of the determination process? Please provide a name and title.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Comments:

rbowman@cocoafl.org : *12/14/2023 11:14*

Brian Dale, Purchasing & Contracts Manager

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26) Does the Applicant have a written process of maintaining records sufficient to detail the history of a procurement? (These records include, but are not limited to, the rationale for the method of procurement, the selection of the contract type, the contractor selection

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or rejection, and the basis for the contract price.)

A) **Yes, the Applicant has a written process of maintaining records sufficient to detail the history of a procurement.**
B) No, the Applicant does not have a written process of maintaining records sufficient to detail the history of a procurement.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Internal Controls/ Procedures	City of Cocoa Purchasing Manual_v1_Dec-2023.pdf		12/14/2025	

26.a If yes, who is responsible for maintaining these records? Please provide a name and title.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Comments:

rbowman@cocoafl.org : *12/14/2023 11:15*

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Brian Dale, Purchasing & Contracts Manager

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27) Does the Applicant have a written method for conducting their technical evaluations of proposals received and for selecting offerors?

A) **Yes, the Applicant has a written method for conducting their technical evaluations of the proposals received and for selecting offerors.**

B) No, the Applicant does not have a written method for conducting their technical evaluations of the proposals received and for selecting offerors.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Bid Tabulation Criteria	RFQ Q-23-13-COC Engineering Services - DRAFT_2-7-23_jp_2-13-23.doc	RFQ Example, detailing Tabulation Criteria	12/14/2025	
Other (Please Describe)	RFP Template.docx		12/14/2025	

27.a If yes, who is responsible for overseeing the technical evaluations of Emergency Management proposals? Please provide a name and title.

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State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Comments:

cwilliams@cocoafl.gov : *12/15/2023 16:41*

Brian Dale, Purchasing & Contracts Manager

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28) Does the Applicant utilize geographic preference in the evaluation of bids/proposals?

A) **Yes, the Applicant utilizes geographic preference in the evaluation of bids/proposals.**

B) No, the Applicant does not utilize geographic preference in the evaluation of bids/proposals.

C) N/ A, the Applicant is a State Agency and follows the same policies and procedures it uses for procurements from its non- federal funds when it procures property and services under a FEMA award.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Procurement Policy	City of Cocoa Purchasing Manual_v1_Dec-2023.pdf		12/14/2025	
Bid Evaluation Criteria		See Procurement Policy		Other

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Comments:

cwilliams@cocoafl.gov : *12/15/2023 16:44*

Please also reference the file "RFP Template.docx" as a document for "Bid Evaluation Criteria".

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29) Does the Applicant have written procedures in place to promote the engagement and contracting of minority firms, small businesses, women's business enterprises, and Labor Surplus Area (LSA) firms?

A) Yes, the Applicant has written procedures in place to promote the engagement and contracting of minority firms, small businesses, women's business enterprises, and LSA firms.

B) **No, the Applicant does not have written procedures in place to promote the engagement and contracting of minority firms, small businesses, women's business enterprises, and LSA firms.**

30) Does the Applicant have written internal controls in place to perform a cost or price analysis before executing work or leveraging procured contracts that are of a dollar value greater than the Simplified Acquisition Threshold (SAT) (currently defined at $250,000)? *Exceeding the SAT can occur as a result of a proposed contract modification or increases in the contract amount.

A) Yes, the Applicant has written internal controls in place to perform a cost or price analysis before executing work or leveraging procured contracts that are of a dollar value greater than the Simplified Acquisition Threshold (SAT).

B) **No, the Applicant does not have written internal controls in place to perform a cost or price analysis before executing work or leveraging procured contracts that are of a dollar value greater than the Simplified Acquisition Threshold (SAT).**

C) N/A, the Applicant is a State Agency

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.
- The response to the question and supporting documentation that was provided with the submission was reviewed. The reviewer noted that additional follow- up should be considered. Refer to the comments provided by the reviewer below, if applicable

Notes :

- Following review of supplied documentation, the answer has been changed from "B" to "A" as supporting documentation is sufficient to validate this question.

31) Does the Applicant have written procedures addressing emergency/ exigent (non-

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competitive) procurement in compliance with 2 C.F.R. 200.320?

A) **Yes, the Applicant's policy includes emergency and/or exigent procurement.**
B) No, the Applicant's policy does not include emergency and/or exigent procurement.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Other (Please Describe)		Hurricane Ian - Agreement No. Z2922. State has fully-executed copy.		Other

31.a If yes, do these procedures include providing a narrative as to why contracts were not competitively bid, or a memo with this type of information?
***Please note the narrative/memo should include a brief description of the service being procured, period of time noncompetitive procurement was used, steps taken to determine full-and-open competition could not be used, any known conflicts of interest, etc.**

A) **Yes, these procedures include providing a narrative as to why contracts were not competitively bid, or a memo with this type of information.**
B) No, these procedures do not include providing a narrative as to why contracts were not competitively bid, or a memo with this type of information.

State Review Comments

- The response to the question and supporting documentation that was provided with

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the submission was reviewed. No further action at this time.

31.b Does the Applicant have written procedures to identify a transition point to a competitively bid contract as soon as the exigent or emergency ceased to exist?

A) **Yes, the Applicant has written procedures to identify a transition point to a competitively bid contract as soon as the exigent or emergency ceased to exist.**
B) No, the Applicant does not have written procedures to identify a transition point to a competitively bid contract as soon as the exigent or emergency ceased to exist.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

32) Does the Applicant's procurement policy or approved contract template require the applicable provisions described in 2 C.F.R. Part 200, Appendix II for federal awards?

A) **Yes**
B) No

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.
- The response to the question and supporting documentation that was provided with the submission was reviewed. The reviewer noted that additional follow- up should be considered. Refer to the comments provided by the reviewer below, if applicable

Notes :

- Applicant did not submit document under Q32

Documents Attached

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Other (Please Describe)		Hurricane Ian - Agreement No. Z2922. State has fully-executed copy.		Other
Other (Please Describe)	Purchase Order Standard Terms and Conditions.pdf	Purchase Order Terms and Conditions	02/28/2026	
Other (Please Describe)	FEMA RIDER.docx	FEMA Rider	02/28/2026	
Other (Please Describe)	FEMA Contract Requirement Checklist - SAMPLE 1.xlsx	FEMA Contract Requirement Checklist SAMPLE	02/28/2026	

32.a Please select all provisions included in your procurement policy.

A) Contract Remedies (Yes)
B) Termination for Cause and Convenience (Yes)
C) Equal Employment Opportunity (Yes)
D) Contract Work Hours and Safety Standards Act (Yes)
E) Clean Air Act and the Federal Water Pollution Control Act (Yes)
F) Debarment and Suspension (Yes)
G) Byrd Anti-Lobbying Amendment (Yes)
H) Procurement of Recovered Materials (Yes)
I) Prohibition on Contracting Telecommunications Equipment or Services (Yes)
J) Domestic Preferences for Procurements (Yes)

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33) Does the Applicant intend to use cooperative or joint- purchasing (piggy- back) contracts?

A) **Yes, the Applicant intends to use piggy-back contracts.**

B) No, the Applicant does not intend to use piggy-back contracts.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Other (Please Describe)		Hurricane Ian - Agreement No. Z2922. State has fully-executed copy.		Other

33.a If yes, does the Applicant have written procedures for procurement and usage of piggy-back contracts?

A) **Yes, the Applicant has written procedures for procuring and utilizing piggy-back contracts.**

B) No, the Applicant does not have written procedures for procuring and utilizing piggy- back contracts.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Contract Administration Questions

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34) Does the Applicant have a written Mutual Aid Agreement(s) in place with an Entity other than the state of Florida?

A) **Yes, the Applicant currently has a mutual aid agreement(s) with an Entity other than the state of Florida.**

B) No, the Applicant does not have mutual aid agreement(s) with an Entity other than the state of Florida.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. The reviewer noted that additional follow- up should be considered. Refer to the comments provided by the reviewer below, if applicable

  Notes :

  - Following review of supplied documentation, the answer has been changed from "A" to "B" as supporting documentation is not sufficient to validate this question. Submitted documents have mutual aid agreements with entities located in the state of Florida. Applicant will have opportunity to provide applicable document(s)/page number that addresses question during abatement period.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Mutual Aid Agreement with other State	Countywide Emergency Mgmt Mutual Aid signed 02-23-1999.pdf		12/14/2025	
Mutual Aid Agreement with other State	Cocoa Interlocal Agreement for Auto Aid Fully Executed.pdf		12/14/2025	
Mutual Aid	Emergency		12/14/2025	

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Agreement with other State	Mgmt Agree - FL Dept of Community Affairs eff 07-01-2001.pdf			

34.a If yes, does the Applicant have a process in place to ensure they are requesting and obtaining the necessary documentation of associated costs from the providing Entity? (e.g., labor, equipment, supplies, and/or materials)?

A) **Yes, the Applicant does have a process in place to ensure they are requesting and obtaining the necessary documentation of associated costs from the providing Applicant (e.g., labor, equipment, supplies, and/or materials).**

B) No, the Applicant does not have a process in place to ensure they are requesting and obtaining the necessary documentation of associated costs from the providing Applicant (e.g., labor, equipment, supplies, and/or materials).

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. The reviewer noted that additional follow-up should be considered. Refer to the comments provided by the reviewer below, if applicable

Notes :

- Following review of supplied documentation, the answer has been changed from "A" to "B" as supporting documentation is not sufficient to validate this question. Submitted documents have mutual aid agreements with entities located in the state of Florida. Applicant will have opportunity to provide applicable document(s)/ page number that addresses question during abatement period.

35) Does the Applicant have a pre-selected vendor list for debris removal activities?

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A) **Yes, the Applicant has a pre-selected vendor list for debris removal activities.**

B) No, the Applicant does not have a pre-selected vendor list for debris removal activities.

C) N/A, the Applicant does not plan to claim Debris Removal (CAT A) costs.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Pre- selected vendor list		See comment.		Other

Comments:

cwilliams@cocoafl.gov : *12/15/2023 16:53*

Pre-selected vendors (as part of standby contracts) include:

Ceres Environmental Services Inc; 6968 Professional Parkway, Sarasota, FL 34240
Thompson Consulting Services LLC.; 2601 Maitland Center Parkway, Maitland, FL 32751
Crowdergulf Joint Venture Inc.; 5629 Commerce Blvd East, Mobile, AL 36619
Disaster Programs & Operation Inc.; 1003 Sawgrass Dr. W., Suite 121, Ponte Vedra Beach, FL 32082

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36) Does the Applicant have a pre- positioned contract (standby contract) for debris removal activities?

A) **Yes, the Applicant has a pre-positioned contract for debris removal activities.**

B) No, the Applicant does not have a pre-positioned contract for debris removal activities.

C) N/A, the Applicant does not plan to claim Debris Removal (CAT A) costs.

State Review Comments

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- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Proposal(s)		N/A		Other
Advertisement	RFP 21-15-COC Ad-Debris Removal.pdf		12/14/2025	
RFP	RFP 21-15-COC Disaster Debris Removal Management Services .pdf		12/14/2025	
Scoring Tabulation	RFP 21-15-COC Scoring Tabulation.pdf		12/14/2025	
Contract(s)	Executed Ceres Service Level Agmt. Cont. No. 21-15- COC_ Tier-2 smaller.pdf		12/14/2025	
Contract(s)	Executed CrowderGulf Service Level Agmt. Cont. No. 21-15-COC_ Tier-1 smaller.pdf		12/14/2025	
Contract(s)	Notification of	Notification of Intent	02/28/2026	

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
	Intent to Award.pdf	to Award - Crowder Gulf		

36.a If yes, please list the contractor. (Please list the contractor in textbox)

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Comments:

cwilliams@cocoafl.gov : *12/15/2023 17:00*

Crowder Gulf

---

37) Does the Applicant have a contract with a debris monitoring vendor?

A) **Yes, the Applicant has a contract with a debris monitoring vendor.**
B) No, the Applicant does not have a contract with a debris monitoring vendor.
C) N/A, the Applicant does not plan to claim Debris Removal (CAT A) costs.

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Documents Attached

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
Contract(s)	Executed Disaster Operations and Program Service Level Agreement Cont. No. 21-14- COC_ Tier-2.pdf		12/14/2025	
Proposal(s)		N/A		Other
Contract(s)	Executed Thompson Service Level Agmt. Cont. No. 21-14-COC_ Tier-1.pdf		12/14/2025	
Load Ticket Template		Reference contracts.		Other
Advertisement	RFP 21-14-COC Ad-Debris Monitoring.pdf		12/17/2025	
RFP	RFP 21-14-COC Disaster Debris Monitoring Services.pdf		12/17/2025	
Scoring Tabulation	RFP 21-14-COC Scoring Tabulation.pdf		12/17/2025	
Other (Please Describe)	Notification of Intent to Award (Thompson).p	Notification of Intent to Award	02/28/2026	

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Document(s) Requested	Uploaded Documents	Description	Expiry Date	Unable to Upload Document?
	df			
Other (Please Describe)	Journal 06.22.21.pdf	Debris Monitoring Council Approval	02/28/2026	
Other (Please Describe)	Bid Summary (RFP 21-14-COC).pdf	Bid Summary	02/28/2026	

37.a If yes, please list the contractor. (Please list the contractor in textbox)

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

Comments:

cwilliams@cocoafl.gov : *12/18/2023 09:12*

Thompson Consulting Services LLC.; 2601 Maitland Center Parkway, Maitland, FL 32751
Disaster Programs & Operation Inc.; 1003 Sawgrass Dr. W., Suite 121, Ponte Vedra Beach, FL 32082

37.b If yes, does the Applicant's debris monitoring vendor utilize automated load tickets or hand-written tickets?

A) **Automated only**

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B) Hand-written only

C) Both Automated and Hand-written

State Review Comments

- The response to the question and supporting documentation that was provided with the submission was reviewed. No further action at this time.

38) Does the Applicant have written procedures on how they will maintain contractor oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders?

A) Yes, the Applicant has written procedures detailing how they will maintain contractor oversight to ensure work is performed in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

B) **No, the Applicant does not have written procedures detailing how they will maintain contractor oversight to ensure work is performed in accordance with the terms, conditions, and specifications of their contracts or purchase orders.**

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F-ROC

Are You Ready to Opt-In to F-ROC for 2025?

1 

New Applicants - Access the e-Learning course below. Have your Emergency Manager or Designee complete the e-Learning with a score of 100% on the exam.
Returning Applicants can skip this step.

2 

Save your e-Learning certificate of completion and complete the Participation Request and Renewal Form (linked below). Then, email both documents to F-ROC@em.myflorida.com.
***If a delegation of authority has been given, please include that in your email.**

3 

Receive an email from the F-ROC team confirming that all requirements have been met and you have successfully opted into the F-ROC program!

Please note that New Applicants must complete the e-Learning and score 100% on the exam prior to submitting your Participation Request and Renewal Form. The Form must be signed by the Highest Authority, or Designee. Any Participation Forms submitted in advance or without the signature of the Highest Authority will be returned with a reminder to please follow the process above. Thank you in advance for your cooperation!

RESOLUTION NO. 2024-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, DELEGATING AUTHORITY TO THE FINANCE DIRECTOR TO EXECUTE DOCUMENTS RELATED TO THE F-ROC PROGRAM OPT-IN PERIOD FOR FISCAL YEAR 2025; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Emergency Management created the F-ROC (Florida Recovery Obligation Calculation to assist cities and counties with disaster recovery; and

WHEREAS, the Florida Department of Emergency Management's F-ROC program requests participating agencies to opt-in to the F-ROC program for disaster assistance each year for the following year through the F-ROC web page; and

WHEREAS, the City Council desires to participate in the F-ROC program for fiscal year 2025.

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

SECTION 1. The City Council of the City of Cocoa Florida delegates authority to the Finance Director to complete all necessary web page forms to participate in the F-ROC program for FY2025.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 9th day of July, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

Legislation Details (With Text)

File #:	24-221	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	4/18/2024		**In control:**	City Council	
On agenda:	7/9/2024		**Final action:**		
Title:	To Approve and Authorize the City Manager to Execute Task Order 2024-01 with Kimley-Horn and Associates, Inc. for Engineering Services for the South Courtenay Parkway Water Main Replacement Project; To Approve as a Multi-Year Contract from FY2024 through FY2025; Approve a Resolution Amending the FY2024 Budget, BAF#24-103-T, transferring funds between projects in the amount of $169,107. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2024-054 ADA Compliant.pdf BAF 24-103-T-UT Subaqueous Pipe Fnds to WM Replacement (07-09-24) Agenda 24-221.pdf TO-KIMLEY HORN 2024-01 $169,106.67 - UT-ENG.pdf Task Order 2024-01 - Courtenay Parkway Water Main Relocation (Rev 1).pdf Good Faith Estimate.pdf Q-23-12-COC-B CONTINUING SERVICE AGREEMENT.pdf EXHIBIT A - KIMLEY HORN RATE SHEET.pdf EXHIBIT B - RFQ Q-23-12-COC.pdf EXHIBIT C - KIMLEY HORN SUBMITTAL.pdf COI Exp 4-1-25.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 12, 2024.
Agenda Date: July 9, 2024.
Prepared By: John Perrin, P.E., Senior Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve and Authorize the City Manager to Execute Task Order 2024-01 with Kimley-Horn and Associates, Inc. for Engineering Services for the South Courtenay Parkway Water Main Replacement Project; To Approve as a Multi-Year Contract from FY2024 through FY2025; Approve a Resolution Amending the FY2024 Budget, BAF#24-103-T, transferring funds between projects in the amount of $169,107.

BACKGROUND:

Brevard County is designing drainage and road widening improvements along South Courtenay Parkway between Carib Drive and Cone Road. The improvements are in conflict with City of Cocoa's

(City) existing water main infrastructure. The City is required to resolve all conflicts and will use the opportunity to replace approximately 2,500 feet of AC pipe with PVC as part of the road widening project.

The scope of work requested under Task Order 2024-01 will allow Kimley-Horn and Associates, Inc. (Kimley-Horn), under RFQ Q-23-12-COC, to perform engineering services for the project, generally consisting of design, permitting, bidding and procurement services.

Staff recommends approval of this agenda item in order to complete the water main replacement project.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure.

BUDGETARY IMPACT:

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

Amount Requested	($169,107)
Account Number	421-4055-536.63-00, Project Number WS18MI
Account Name	Infrastructure

Amount Requested	$169,107
Account Number	421-4055-536.63-00, Project Number WS24WM
Account Name	Infrastructure

Source of Funds: Capital

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve and Authorize the City Manager to Execute Task Order 2024-01 with Kimley-Horn and Associates, Inc. for Engineering Services for the South Courtenay Parkway Water Main Replacement Project; To Approve as a Multi-Year Contract from FY2024 through FY2025; Approve a Resolution Amending the FY2024 Budget, BAF#24-103-T, transferring funds between projects in the amount of $169,107.

RESOLUTION NO. 2024-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 9th day of July, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-103-T

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 06/11/24

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 169,107)	421-4055-536.63-00	WS18MI	INFRASTRUCTURE	$ 0	$ 0	($ 169,107)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 169,107)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 169,107	421-4055-536.63-00	WS24WM	INFRASTRUCTURE	$ 0	$ 0	$ 169,107	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 169,107	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The South Courtenay Parkway Water Main Replacement project was not a known project at the time of original budget allocations for FY24. Funding is now required for Project Number WS24WM in order to perform design services associated with the new project.
Agenda #: 24-221

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 07/09/24 RESOLUTION #: 2024-054

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

6/12/24 John Perrin Digitally signed by John Perrin Date: 2024.06.12 09:28:44 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.06.26 11:16:48 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2024.06.17 14:44:07 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.06.26 11:44:28 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion	2024-01
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 06/12/24 City Bid Number: RFQ 23-12-COC AMOUNT: $ 169,106.67

Vendor Name: Kimley-Horn and Associates, Inc. Quote/Proposal Number: 2024-01

Dept. Number/Division Name: Utilities/Engineering

Project Name: S Courtenay Pkwy Water Main Replacement Project Number: WS24WM

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. : _____ Requested Amendment Amount: _____

Original Task Order Amount: _____ Total Revised Amount including all Amendments: _____

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

This task order requests engineering design services to replace the existing AC water mains along S Courtenay Parkway that are in conflict with a proposed Brevard County road widening project.

Design is Construction Related: ☑ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: $ 1,500,000.00

Documentation for Good Faith Estimate Attached and Valid: ☑ YES ☐ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Requestor _____ Department Director _____

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2024-01

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager _____

City Manager (Purchases not to exceed $75K) _____

Mayor (Purchases that exceed $75K) _____

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

Kimley»Horn

City of Cocoa Task Order #2024-01

Courtenay Parkway Water Main Relocation

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn"), and the City of Cocoa ("City"), in accordance with the terms of the Continuing Services Agreement (Q-23-12-COC-B) dated June 20, 2023

PROJECT UNDERSTANDING

The overall objective of the Courtenay Parkway Water Main Relocation (the "Project") is to replace two (2) existing water mains along S. Courtenay Parkway between Cone Road and Carib Drive due a Brevard County roadway widening project. Kimley-Horn understand that the City would like to replace the existing 8-inch asbestos cement (AC) and 4-inch AC water mains with one common water main, totaling approximately 2,500 linear feet. The City will provide the modeling for the future sized water main, which is currently anticipated to be a 12-inch water main. The Project will include connecting the existing water services to the new 12-inch water main and removal of the existing AC water mains. Kimley-Horn understands that Brevard County is currently under design for the roadway widening project and the City will provide the design plans and survey for the road improvements.

Kimley-Horn understands that the City is requesting design services, permitting, and bidding services only and that construction phase services will be provided in a separate work order closer to the time of construction.

SCOPE OF SERVICES

TASK 1 – Project Management and Coordination

A. Project Kickoff Meeting and Staff Coordination

Kimley-Horn will conduct a kick-off meeting with the City and their representatives to discuss the overall project. Prior to the meeting, Kimley-Horn will walk the proposed route to confirm constructability issues to be discussed at the kick-off meeting. Kimley-Horn will coordinate with City staff for the duration of the design task.

B. Subconsultant Coordination

Kimley-Horn will coordinate with NADIC Engineering for the proposed geotechnical borings along the route. NADIC's proposal is included as an attachment to the contract. An allowance of $15,000 is included for anticipated survey of test holes, if necessary.

C. Permitting Coordination

Kimley-Horn will pay the permitting fees, without markup, associated with the Brevard County Right-of-Way permit and inspection fee and Florida Department of Environmental Protection (FDEP) permit. Coordination of the associated fees includes administrative and technical costs associated with the determination, payment, and confirmation of the payment of these fees.

a. The permitting fees associated with the FDEP permit, Brevard County right-of-way permit and inspection fee are anticipated to be $40,000. Kimley-Horn will invoice the City the direct cost of each permitting fee separately and independent of monthly project invoicing. Each fee invoice will include backup documentation regarding the determination of the fee amount. The invoice shall be prepared upon final confirmation of the fee amount in an invoice cycle preceding payment of the fee by Kimley-Horn to the permitting agency. Once invoice is paid, the application fee will be released to the permitting agency.

TASK 2 – Preliminary Engineering

A. Data Review and Collection

Kimley-Horn will review data and information provided by the City for the Brevard County roadway widening project. This review will include reviewing the existing roadway plans provided by Brevard County and City as-builts or GIS of existing water mains.

B. Preliminary Plans

Kimley-Horn will provide a preliminary design (30% Plan) to the City for review. The preliminary design will address the requirements of the project and shall include the base survey in the background. The intent of the preliminary design is for Kimley-Horn to acquire the City's acceptance of the new water main alignment that will be noted on the base sheets (without profiles). The intended location of geotechnical locations and soft dig locations will be noted.

TASK 3 – Project Documentation

A. Following approval of the preliminary design (30%), Kimley-Horn will prepare a 60% design submittal to the City for review. All construction documents shall comply with the current requirements of the City of Cocoa Utilities' Technical Provisions and Standard Details Manual, dated 2024. Existing utility information provided by the utility companies will be used in conjunction with the Brevard County Road Widening information as a basis for the design of the water main system layout. Kimley-Horn will also provide an opinion of probable construction cost (OPCC) with this submittal.

The 60% construction drawings will consist of the following components:

a. Cover sheet
b. General Notes
c. Overall project key sheet
d. Plan and profile sheets (1"=20' horizontal) and (1"=4' vertical) (approximately 5 sheets)
e. Utility conflict details (approximately 2 sheets)
f. Typical details and additional items that may be needed (approximately 3 sheets)

B. Upon approval of the 60% design by the City, Kimley-Horn will prepare the 90% design incorporating City comments from the 60% review and develop the plans to a level that (if no additional comments are made) would be sufficient for submittal of permit applications to the applicable permitting agencies standards. The Consultant will provide an updated OPCC and draft technical specifications with the 90% submittal.

C. Upon acceptance of the 90% design by the City, Kimley-Horn will finalize the plans and project upfront and technical specifications for a complete set of documents to be used for bidding and construction.

TASK 4 – Permitting

A. Kimley-Horn will prepare permit applications for permits to construct the water main for submittal to the following agencies:

a. FDEP – Notice of Intent to use the General Permit for Construction of Water Main Extensions for PWSs (FDEP Form 62-555.900(7) Alternate). The permit and supporting documentation will be submitted electronically.

b. Brevard County Right-of-Way Permit and Inspection Fee – Permitting for right-of-way along S. Courtenay Parkway with Brevard County. An OPCC will be provided for the Brevard County right-of-way inspection fee for the project.

B. Kimley-Horn shall respond to up to two (2) Requests for Additional Information (RAIs) from each of the permitting agencies listed above. The amount of hours will be billed hourly at a not to exceed amount listed in the method of compensation section.

TASK 5 – Roadway Widening Project Coordination

A. County and Consultant Coordination

Kimley-Horn will coordinate the design of the water main relocation with Brevard County and DRMP, Inc. for the duration of the design. This includes specific design review at roadway design milestones to confirm if any roadway or drainage improvements have been changes which will impact the proposed water main design. It is anticipated that approximately 50 manhours will be utilized for this task. The amount of hours will be billed hourly at a not to exceed amount listed in the method of compensation section.

TASK 6 – Bidding

A. Kimley-Horn will prepare a final bid package to the City that incorporates all of the City's comments along with an updated set of bidding specifications.
B. Kimley-Horn will attend one (1) pre-bid meeting with the City for the project.
C. Kimley-Horn will respond to RAI's associated with the bidding of the project with the bidding contractors. The responses to RAI's during the bidding process will be billed hourly.
D. Kimley-Horn will review the bids and bidder qualifications. Following the review, Kimley-Horn will prepare a written recommendation for the award of the construction contract.

Information Provided by the City

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City, or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- South Courtenay Parkway Road Widening Plans – AutoCAD format.
- South Courtenay Parkway Survey – AutoCAD format.
- Reasonable access to operations, maintenance, and engineering staff.
- AutoCAD drawings of City design standards.
- Available as-built drawings.
- Advertisement and distribution of bid packages.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at Kimley-Horn's contracted hourly rates. Additional services we can provide include, but are not limited to, the following:

- Review of additional regulatory agencies other than those specified.
- Submittal of documents beyond those specified.
- Environmental reviews or permits.
- Land acquisition.
- Permitting fees or applications not listed above.

- Attendance at additional meetings and public hearings beyond those identified above.
- Construction Phase Services.
- Any services not specifically described in the above scope of services.

PROJECT DELIVERABLES

A. Drawings shall be prepared on a 22-inch by 34-inch border using Consultants standard drawing format. All drawings will be completed using Consultant's drafting standards.

B. The deliverables to be provided for this project include:
   a. Design Meeting Minutes – electronically submitted.
   b. All submittals will be electronically submitted, which include the following:
      i. Project plans and specifications.
      ii. Permit applications (FDEP and Brevard County Right-of-Way).
      iii. Bid tabulation and recommendation letter.
   c. One printed set of 22-inch by 34-inch and one printed set of 11-inch by 17-inch plans will be provided at the 60, 90, and final design.

SCHEDULE

Kimley-Horn will initiate work on the Project within two weeks of an executed notice to proceed from the City. Kimley-Horn will provide the services as expeditiously as possible to meet a mutually agreed upon schedule.

METHOD OF COMPENSATION

Services under this Work Order will be provided shall not exceed a total of **$169,106.67** in accordance with the terms and conditions of the Continuing Services Agreement between the City of Cocoa and Kimley-Horn, dated June 20, 2023. Tasks 1-4 and 6 shall be paid in lump sum amounts. Tasks 5 and 6a will be billed on an hourly not to exceed at the hourly rates listed in the MSA. Expenses will be provided to the City as pass through.

TASKS		FEE
1	Project Management and Coordination	$12,564
2	Preliminary Design	$14,492
3	Design (60%, 90%, 100%)	$44,828
4	Permitting	$7,704
4a	Permitting RAI (Hourly)	$2,760
5	County Coordination (Hourly)	$9,320
6	Bidding Package	$8,284
6a	Bidding RAI (Hourly)	$5,288
Expenses		
Permitting Fees		$40,000[1]
NADIC Engineering		$8,866.67
Survey (Allowance)		$15,000[2]

Notes:

1. FDEP permit and Brevard County inspection fee is assumed to be $40,000 total. Permit fees are estimated but will be provided at actual cost and invoiced separately.
2. Survey is included as an allowance. The City will be provided the proposal for exact fees at time of proposal.

Services provided under this Task Work Order will be invoiced on a monthly basis. All invoices will include a description of services provided.

In an effort to expedite invoices and reduce paper waste, Kimley-Horn submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to _____

ATTACHMENTS:

Exhibit A: Fee Table
Exhibit B: NADIC Engineering Scope

ACCEPTED:

THE CITY OF COCOA, FLORIDA	KIMLEY-HORN AND ASSOCIATES, INC.
BY:_____	BY:_____
TITLE:_____	TITLE: _____
DATE:_____	DATE:_____

EXHIBIT A

Courtenay Parkway Water Main Relocation FEE SCHEDULE														
	Senior Engineer II		**Project Manager**		**Project Engineer**		**Analyst I**		**CAD/GIS Designer**		**Administrative**		**Total**	
Rate:	$290.00		$205.00		$195.00		$148.00		$144.00		$110.00			
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	**Fee**
Task 1: Project Management	4	$ 1,160.00	32	$ 6,560.00	12	$ 2,340.00	8	$ 1,184.00	0	$ -	12	$ 1,320.00	68	$ 12,564.00
Task 2: Preliminary Design	4	$ 1,160.00	2	$ 410.00	14	$ 2,730.00	24	$ 3,552.00	40	$ 5,760.00	8	$ 880.00	92	$ 14,492.00
Task 3: Design	16	$ 4,640.00	-	$ -	40	$ 7,800.00	72	$ 10,656.00	128	$ 18,432.00	30	$ 3,300.00	286	$ 44,828.00
Task 4: Permitting	2	$ 580.00	2	$ 410.00	10	$ 1,950.00	18	$ 2,664.00	10	$ 1,440.00	6	$ 660.00	48	$ 7,704.00
Task 4a: RAI Responses (Hourly)		$ -		$ -	4	$ 780.00	8	$ 1,184.00	4	$ 576.00	2	$ 220.00	18	$ 2,760.00
Task 5: County Coordination (Hourly)	4	$ 1,160.00	8	$ 1,640.00	16	$ 3,120.00	20	$ 2,960.00	0	$ -	4	$ 440.00	52	$ 9,320.00
Task 6: Bidding	2	$ 580.00	4	$ 820.00	12	$ 2,340.00	18	$ 2,664.00	10	$ 1,440.00	4	$ 440.00	50	$ 8,284.00
Task 6a: RAI Questions (Hourly)		$ -	2	$ 410.00	10	$ 1,950.00	12	$ 1,776.00	8	$ 1,152.00		$ -	32	$ 5,288.00
Total	**32**	**$9,280.00**	**50**	**$ 10,250.00**	**118**	**$ 23,010.00**	**180**	**$ 26,640.00**	**200**	**$ 28,800.00**	**66**	**$7,260.00**	**646**	**$ 105,240.00**
Expenses														
Permitting Fees														$ 40,000.00
NADIC Engineering														$ 8,866.67
Survey (Allowance)														$ 15,000.00
													SUBTOTAL	**$ 169,106.67**

*Rates are per Continuing Services Agreement dated June 20, 2023 between City of Cocoa and Kimley-Horn.

May 16, 2024

Kimley-Horn
7341 Office Park Place, Suite 102
Melbourne, Florida 32940

Attention: Mr. Tucker Hunter, P.E.

RE: Geotechnical Engineering Fee Proposal for
Cocoa Water Main Relocation
City of Cocoa, Florida
NADIC Project No. PQ.GEO-CV24025

Dear Mr. Hunter:

As per your email dated May 14, 2024, **Nadic Engineering Services, Inc.** (**NADIC**) is pleased to provide this Fee Proposal for the relocation of approximately 2,500 linear feet of a Water Main located along Courtenay Parkway, spanning from Cone Road to Carib Drive on Merritt Island, Florida.

This proposal presents our understanding of the project, our recommended scope of services, cost and schedule for providing these services.

The purpose of this investigation will be to explore the soil and groundwater conditions at the site and to use the information obtained to provide geotechnical engineering recommendation for engineering design and construction effort for the proposed Water Main Relocation. Our recommended scope of services includes the following:

1) Coordinate boring location, including field reconnaissance, mark boring location at the sites.
2) Coordinate clearance and meetings with utility locators
3) Mobilize truck mounted drill rig and personnel.
4) Provide maintenance of Traffic (MOT) during the drilling operations.
5) Perform a total of four (4) Standard Penetration Test (SPT) borings to a depth of 15 feet as requested.
6) Collect groundwater level measurement and estimate normal wet seasonal high groundwater table.
7) Backfill soil borings with like insitu materials removed.
8) Visually examine all recovered soil samples in accordance to ASTM D2487 and perform laboratory tests on selected representative soil samples. The laboratory testing shall include Sieve analysis, Atterberg limits, organic content and natural moisture content, as appropriate.
9) Incorporate the results of the field and laboratory testing in a formal report with engineering evaluation and recommendations for site preparation, fill placement and compaction, including:
    - Site preparation including excavation techniques, expectations, depth of removal and over-excavation, safe slopes for any permanent cuts or fills, and improvements of in-situ soils, if applicable
    - Support of excavations including protection of existing adjacent utilities/structures during construction, lateral pressures for design of excavation support systems and any displacement monitoring recommendations
    - Constructability considerations including temporary excavation slopes, sheeting and shoring/cofferdams, traffic control/maintenance, excavatability, possibility of heave of excavation bottoms, and applicable dewatering issues and methods
    - Influence of deleterious soils, if encountered, on foundation design and recommendations to mitigate detrimental effects

- Backfill materials including onsite availability, recommended index properties, aggregate gradations, classifications in accordance with ASTM D2487 and moisture and density compaction criteria
- Compaction characteristics and suitability of onsite soils for use as engineered and other fills and other pertinent earthwork recommendations, including shrinkage factors
- Possible effects of pipeline construction on the surface and subsurface facilities in the alignment and recommended measures to control detrimental effects or ground subsidence.
- Any other geological or geotechnical recommendations considered by the geotechnical engineer to be pertinent to the project.

In accordance with the proposed scope of services and unit prices, we estimate the total (Not-To-Exceed) cost for our geotechnical services to be **$8,866.67**. Our schedule to complete the described work will be four (4) working weeks from your written notice to proceed.

The fee presented above does not include environmental investigation and evaluation. However, if visible contamination is notice, it shall be reported to Kimley-Horn. In case, potential contamination is observed, **NADIC** will present a proposal for the additional cost.

NADIC appreciates the opportunity of working with you, Kimley-Horn and the City of Cocoa on this project. If you have any questions regarding this proposal, or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

NADIC ENGINEERING SERVICES, INC.



Godwin N. Nnadi, Ph.D., P.E.
Principal Engineer

Attachment: Attachment A – Computation of Geotechnical Cost

ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST
COCOA WATER MAIN RELOCATION
CITY OF COCOA, FLORIDA

Component/Unit Description	UNIT	WATER MAIN	QTY	RATE	WATER MAIN	TOTAL COST
I. FIELD EXPLORATION:						
1. Crew & Equipment Mobilization:						
Mud Bug Rig Mobilization	Ea.		0	$750.00		$0.00
Truck Rig Mobilization	Ea.	1.0	1	$565.00	$565.00	$565.00
Barge/Amphibious Mobilization - Ramp	Ea.		0	$12,500.00		$0.00
MOT Portable Safety Sign	Ea.	6	6	$65.00	$390.00	$390.00
MOT Arrow Board	Ea.		0	$120.00		$0.00
MOT Attenuator Truck	Hr		0	$270.00		$0.00
MOT Channelization Cones (each)	Ea.	30	30	$6.00	$180.00	$180.00
Support Truck	Hr	10	10	$120.00	$1,200.00	$1,200.00
GPS Unit	Day	1	1	$100.00	$100.00	$100.00
MOT Traffic Control Officer	Hr		0	$85.00		$0.00
2. Standard Penetration Test Borings(ASTM D-1586):- Truck Drill Rig						
SPT Truck 0-50 Ft	LF	60	60	$20.00	$1,200.00	$1,200.00
SPT Truck 50-100 Ft	LF		0	$26.39		$0.00
6. Auger Borings(ASTM D-1452):						
401-Geo Auger Borings-H& Truck/Mud Bug	LF		0	$17.00		$0.00
402-Geo Auger Borings-Track	LF		0	$18.00		$0.00
9. Truck and Crew:						
Drill Rig and Crew – Truck/Mud Bug (2 person)	Hr	1	1	$250.00	$250.00	$250.00
Drill Rig and Crew – Truck/Mud Bug (3 person)	Hr		0	$325.00		$0.00
14. Site Reconnaissance/Utility Coordination/Boring Location:						
a. - Engineer	hrs.	1	1	$108.42	$108.42	$108.42
b. -Sr. Engineering Tech	hrs.	5	5	$81.57	$407.85	$407.85
19. Pavement Cores:	Ea.		0	$280.00		$0.00
Totals for Field Exploration					**$4,401.27**	**$4,401.27**

Nadic Engineering Services, Inc.
601 N. Hart Blvd.,
Orlando, FL. 32818
Phone: 407 521 4771
Fax: 407 521 4772

Component/Unit Description	UNIT	WATER MAIN	QTY	RATE	WATER MAIN	TOTAL COST
II. LABORATORY TESTING:						
1. Visual Exam./Stratify(ASTM D-2488):						
-Senior Technician.	hrs.	1	1	$81.57	$81.57	$81.57
2. Grain Size Analysis:						
822- Soils Particle Anlys AASHTO T99 No Hydrome	Ea.	4	4	$113.33	$453.32	$453.32
812 -Soils Material Finer then 200 sieve FM 1-T011	Ea.		0	$75.28		$0.00
819-Soil Organic Content Ignition FM 1-T 267:	Ea.	2	2	$55.00	$110.00	$110.00
826-Soil Plastic Limit & Plasticity Index AASHTO T	Ea.	2	2	$55.00	$110.00	$110.00
811-Soil Liquid Limit AASHTO T89:	Ea.	2	2	$55.00	$110.00	$110.00
816-Soil Moisture Content AASHTO-T265):	Ea.	5	5	$21.74	$108.70	$108.70
805-Soils Corrosion Series FM 5-550 to 5-553: (pH, Sulfate, Chloride, Resistivity)	Ea.		0	$215.00		$0.00
Totals for Laboratory Testing					**$973.59**	**$973.59**
III. ENGINEERING AND TECHNICAL SERVICES:						
1. Principal Engineer:	hrs.	1	1	$236.30	$236.30	$236.30
2. Senior Engineer:	hrs.		0	$199.70		$0.00
3. Project Engineer:	hrs.	12	12	$170.19	$2,042.28	$2,042.28
4. Engineer:	hrs.	6	6	$108.42	$650.52	$650.52
5. Cadd/Computer Technician	hrs	4	4	$79.50	$318.00	$318.00
6. Senior Engineering Technician:	hrs.	3	3	$81.57	$244.71	$244.71
7. Secretarial/Clerical:	hrs.		0	$59.92		$0.00
Totals for Engineering and Technical Services			26		**$3,491.81**	**$3,491.81**
Totals for all Services					**$8,866.67**	**$8,866.67**

Nadic Engineering Services, Inc.
601 N. Hart Blvd.,
Orlando, FL. 32818
Phone: 407 521 4771
Fax: 407 521 4772

City of Cocoa Courtney Parkway Road Widening - Water Main Replacement Budgetary Cost Estimate				Raw Construction Costs	
Item No.	Item Description	Estimated Quantity	Units	Unit Price	Extended Bid Price
				($)	($)
1	Mobilization	1	LS	5.00%	$49,457.35
2	Bonds and Insurance	1	LS	2.00%	$19,782.94
3	F&I 6-inch PVC Water Main, Open Cut	1,735	LF	$150.00	$260,250.00
4	F&I 8-inch PVC Water Main, Open Cut	2,388	LF	$200.00	$477,600.00
5	F&I 16-inch DIP Water Main, Open Cut	249	LF	$400.00	$99,600.00
6	F&I Fire Hydrant Assembly	2	EA	$7,200.00	$14,400.00
7	F&I Short Single Water Service Connection	13	EA	$1200.00	$15,600.00
8	Remove Existing ACP Water Mains	3,632	LF	$50.00	$181,600.00
9	New Meters & Backflows	13	EA	$1800.00	$23,400.00
				CONSTRUCTION SUBTOTAL	$1,141,690
				30% CONTINGENCY	$342,507
				TOTAL CONSTRUCTION AMOUNT	$1,484,197

Notes:

All quantities are estimated based on plan markups provided by the City of Cocoa.

All replaced pipe will be within the limits of planned disturbance.

Quantities may not reflect the final design and are provided for budgetary planning only.

Costs are provided for budgetary planning only.

Asbestos Concrete Pipe is removed and desposed of at landfill

CONTINUING SERVICES AGREEMENT

Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 20 day of June 2023, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation authorized to do business in Florida ("Engineer"), whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601.

WITNESSETH:

WHEREAS, City desires to obtain engineering, design, and permitting services from time to time on an as-needed, task oriented basis related to the construction of utility conveyance systems upgrades and expansion projects; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Kimley-Horn and Associates, Inc., a North Carolina corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate a Scope of Work document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A"**, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and

a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal. The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services identified in **RFQ Q-23-12-COC**, which is incorporated herein by this reference as **Exhibit "B"**. The Engineer's Response to **RFQ Q-23-12-COC** is incorporated herein by this reference as **Exhibit "C"**.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and Engineer's

designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the

Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's negligent performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by delays in Engineer performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit

reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Engineer.

6.2 No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager. Engineer shall be compensated on an hourly basis per the Engineer's then current hourly rates.

8.0 SAFETY

8.1 Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to

the City for the minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than $50,000.00. For professional liability insurance written on a "claims-made" basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, unless a higher deductible is pre-approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. Worker's Compensation. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or

representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Engineer shall comply with all requirements of published, applicable federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services in the same locality at the time the services are provided. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a

timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations in effect as of the date of the Task Orders. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in any Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services

provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral

cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

b. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any

attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

15.2 If, upon receiving written approval from City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Engineer, which shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Engineer and any approved subcontractors shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

b. Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

c. Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. Engineer has committed any act of fraud upon the City; or

e. Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

f. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed up to the date of termination. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0, Default; (b) the Engineer makes a general assignment for the benefit of its credits; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties

hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement

without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:
Kimley-Horn and Associates, Inc.
Attn: Tucker Hunter, P.E.
7341 Office Park Place, Suite 102
Melbourne, FL 32940

(407) 982-3064 Phone

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

31.2 Either party may change the notice address by providing the other party written notice of the change.

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

a. Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold the City, its elected officials, officers, employees, and volunteers harmless from any and all claims, injuries, liabilities, damages, losses, costs or suits, including attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification and defense, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

34.2 The indemnity provisions set forth in Paragraphs 34.1 shall survive termination of this Agreement.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.4 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's execution of the Agreement.

38.0 E-VERIFY.

38.1 Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Engineer must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Engineer stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Engineer shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Engineer utilizes Subcontractors the following shall apply:

a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Engineer shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

By: _____

Print Name/Title: Stockton Whitten, City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Print Name/Title: LANCE R. LEITREU VICE PRESIDENT

EXHIBIT A
Engineer's Rate Schedule

City of Cocoa RFQ
Q-23-12-COC

Kimley-Horn and Associates, Inc.
Hourly Labor Rate Schedule

Classification	*Hourly Rate*
Senior Engineer II	$290.00
Senior Engineer I	$245.00
Project Manager	$205.00
Project Engineer	$195.00
Analyst II	$166.00
Analyst I	$148.00
Senior Planner/Environmentalist	$245.00
Project Planner/Environmentalist	$195.00
Senior Design Lead	$250.00
Construction Inspector	$140.00
CEI Inspector	$185.00
CAD/GIS Designer	$144.00
CAD/GIS Technician	$115.00
Administrative	$110.00
Clerical	$80.00

Notes:

1. Billing rates listed in the table above are for the initial term of the contract.
2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. All copies, reproductions, subconsultant work, materials or equipment purchased or other direct costs shall be pass through only without mark-up.
4. Travel reimbursable at IRS rate for employees and specialists outside the Melbourne and Orlando offices.

EXHIBIT B
RFQ Q-23-12-COC

EXHIBIT C
Engineer's Response to RFQ Q-23-12-COC

City of Cocoa RFQ
Q-23-12-COC

Kimley-Horn and Associates, Inc.
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Construction Inspector	$140.00
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CAD/GIS Technician	$115.00
Administrative	$110.00
Clerical	$80.00

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2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
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4. Travel reimbursable at IRS rate for employees and specialists outside the Melbourne and Orlando offices.

REQUEST FOR QUALIFICATIONS (RFQ)

City of Cocoa, Florida

ENGINEERING SERVICES

FOR

DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION FOR UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION

BID NO. Q-23-12-COC

Published February 8, 2023

RFQ # Q-23-01-COC

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CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

1. INTRODUCTION

The City of Cocoa (hereinafter referred to as "City") is requesting Statements of Qualifications from qualified engineering firms to provide the City with assistance regarding the anticipated design, permitting, and construction for Utility Conveyance Systems, Upgrades, and Expansion. The City's objective is to select two or more engineering firms (also referred to herein as "Consultant") to serve as the engineering firm that will be required to assist the City in the design, permitting, and performance of services during construction of Utility conveyance systems upgrade and expansion projects. In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ or through other bidding procedures, other engineering/consulting firms to handle identified conveyance utility system projects if the City deems it in the City's best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act (CCNA) process as mandated in Section 287.055, Florida Statutes and the City of Cocoa Purchasing Policy.

RFQ DUE DATE & TIME: Thursday, March 23, 2023 Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 3:00 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall, 65 Stone St., Cocoa, Florida will be the official authority for determining the time that packages are received and for determining late responses.

All RFQ information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope **RFQ No. Q-23-12-COC ENGINEERING SERVICES FOR DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION OF UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION.** Respondent's name and return address must be clearly identified on the outside of the envelope.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the Respondent may be disqualified.

Respondents shall submit ONE (1) original (marked "ORIGINAL"), Three (3) paper copies and ONE (1) USB copy of their response, complete with all supporting documentation. Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the Respondent's responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. The RFQ and any Addendums are available online at http://www.myvendorlink.com .

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact Brian Dale, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or Respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Brian Dale, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via e-mail to purchasing@cocoafl.gov. Questions received after the question due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by Respondent in submitting their response. **The deadline for questions is [UPDATE].**

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

2. STANDARD TERMS & CONDITIONS

1.1. ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the Respondent only intends to respond for the contract in its entirety.

1.2. ASSIGNMENT - Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the City of Cocoa shall be grounds for termination of the Contract.

1.3. AWARD - Award shall be generally made to the engineering firms that demonstrate technical capability while most closely meeting the City's needs according to the evaluation criteria and factors designated in the solicitation and under the CCNA. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondent(s) negotiating acceptable terms under an Engineering Services Contract. **While not included as part of the ranking of Respondent(s) in the CCNA process**, **Respondents are hereby notified that should a Respondent be selected to negotiate a Contract with the City, the City will be paying significant attention to cost of services being offered. The successful Respondents shall be those that are not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a Contract or rejected all of the proposals at its sole discretion.

2.1. OTHER AGENCIES – All Bidder(s) awarded contracts as a result of this RFQ may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

2.2. CONFLICT OF INTEREST - The Respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or Contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or Contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.

2.3. CONSULTANT'S PROJECT MANAGER AND PROJECT ENGINEER – The Consultant will designate a Project Manager and Project Architect or Engineer in their submittal response to the RFQ. Both of these positions shall be qualified licensed professional architects or engineers in the State of Florida. The Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of Services to be performed under this Contract. The Project Architect or Engineer shall be the lead technical resource on the assigned projects responsible for technical elements of the design and quality control. Replacement (including reassignment) of said Project Manager or Project Architect or Engineer shall not be made without the prior written approval by the City.

2.4. DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.

2.5. DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a Contract to provide goods or services to a public entity, may not submit a response on a Contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a Consultant, supplier, sub-consultant, or consultant under any Contract with any public entity, and may not transact business with any public entity.

2.6. ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's qualifications and ability to fulfill the requirements of the RFQ.

2.7. F.O.B. POINT - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.

2.8. INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality or irregularity in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

2.9. INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.

2.10. INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential Respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.

2.11. NON-DISCRIMINATION - The successful Respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

2.12. PATENTS AND COPYRIGHTS - The Respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements. Also, the City and any Federal awarding agency funding any part of the Contract with the successful Respondent reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City and Federal Government purposes the copyright in any work developed under the Contract any rights of copyright that the Respondent has purchased ownership with funding from the Contract. In addition, with respect to any discovery or invention which arises or is developed in the course of or under any Contract with the City, the City shall retain ownership rights to any patent based on such discovery or invention unless otherwise agreed to by the City's City Council.

2.13. PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established Contract prices. Invoicing in variance with this will subject the Contract to cancellation. The City shall make payment to the Consultant in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Consultant when requested to do so by the using City department. Unless otherwise directed in the Contract for services, **all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.**

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

2.14. PUBLIC ENTITY CRIMES - As required by section 287.133, Florida Statutes, the Proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Proposer certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

2.15. PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes (The Public Records Law). Unless otherwise provided by the Public Records Law, information and

materials received by the City in connection with an RFQ response and under any awarded Contract shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the Respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the Respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. In addition, the Respondent shall make available to the City (and if any part of any Contract awarded under this RFQ is funded by the Federal government, the Federal Grantor agency, the Comptroller General of the United States), or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any Contract awarded under this RFQ for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be retained for a minimum of three (3) years after the City makes final payment under the Contract awarded under this RFQ and all other pending matters are closed by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

2.16. TAX EXEMPTIONS - The City of Cocoa is tax exempt. The City of Cocoa's tax-exempt number is 85-8012621548C-8.

2.17. TERMINATION FOR CAUSE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall be subject to termination in the event that the Respondent breaches the Contract, or Respondent fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Respondent is declared bankrupt or insolvent, or Respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the Respondent, terminate the right of the Respondent to proceed under the Contract, and may hold the Respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Respondent under the Contract shall, at the option of the City, become the City's property and the Respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Respondent, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Respondent, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Respondent can be determined.

2.18. TERMINATION FOR CONVENIENCE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall also be subject to termination for convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the Contract by giving

written notice to the Respondent thirty (30) days prior to the effective date of such cancellation.

2.19. TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

2.20. TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any Respondent, they will only be considered trade secrets in accordance with Florida law. Respondent must mark any trade secret information submitted to the City as Confidential prior to such submittal. If a Respondent fails to submit a claim of trade secrets to the City before obtaining the City's Contract, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (section 119.01, Florida Statutes).

3. SPECIAL CONDITIONS

3.1. ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective Respondents who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted on Vendorlink at https://www.myvendorlink.com/. Respondents are responsible to check this location for updates.

3.2. COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page http://www.cocoafl.org, under the City Clerk. City Council meetings, at which matters regarding this RFQ may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

3.3. INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent (Consultant) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of Contract award:

"For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant shall indemnify, hold harmless and defend the City of Cocoa and its elected and appointed officers, agents, officials, attorneys, representatives and employees (hereinafter the "City") from and against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to reasonable attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its agent(s), vendors, representatives, servants, employees, or other persons employed or utilized by the Engineer in the execution, performance or non- performance or failure to adequately perform Consultant's obligations pursuant to this RFQ and any subsequent contract, including any Task Order.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification, the Consultant specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties."

3.4. LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of Contract award:

"The City desires to enter into this Contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Contract, so that the City's liability for any breach never exceeds the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Respondent expresses its willingness to enter into this Contract with the knowledge that the Respondent's recovery from the City to any action or claim arising from the Contract is limited to a maximum amount of the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 768.28, Florida Statutes. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

3.5. PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental Contract and issuance of an appropriate amendment to the Contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that Respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the Respondent. The City will not be liable for any costs incurred by the Respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

3.6. REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.

3.7. TERMS: Contracts awarded and entered into under this RFQ shall be contracts for continuing engineering services under which project or task based orders will be issued subject to deadlines mutually agreed to by the parties. The term of the any Contract will

not exceed three (3) years with up to two (2) two (2) year renewals. However, the City will reserve the right to extend the Contract beyond that period if the City Council determines that extension is required based upon public necessity to complete a pending task related to this RFQ or as otherwise deemed necessary in the best interests of the City at the City's sole discretion. Selected Consultants will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the City and consultant.

3.8. TRUTH-IN-NEGOTIATIONS: Pursuant to section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in section 287.017, Florida Statutes for CATEGORY FOUR, the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

3.9. PROHIBITION AGAINST CONTINGENT FEES: Each contract entered into by the City for professional services must contain a prohibition against contingent fees, which reads as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For each breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

4. STANDARD INSURANCE REQUIREMENTS

All qualified firms MUST provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and must name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the City **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

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

It is required that individuals and firms Contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total Contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000.00 and with a deductible not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

4.3. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

It is required that individuals and firms contracting with the City of Cocoa who own licensed motor vehicles that will be utilized in connection with any City contract or job maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles that will be utilized in connection with any City contract or job be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

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

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in a minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate, with a deductible not greater than $50,000.00. For professional liability insurance written on a "claims-made" basis, the Professional shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under the Agreement and Task Orders.

4.5. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

4.6. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

5. GENERAL INFORMATION

The City is requesting Statements of Qualifications (known as "the proposal") from qualified consulting firms in the state of Florida. In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ, or through other procedures to select other engineering/consulting firms to handle component parts of the anticipated utility projects if the City deems it in the City's best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act process as mandated in Section 287.055, Florida Statutes and the City of Cocoa Purchasing Policy.

The engineering firm(s) selected will serve as the City's consultant for its utilities conveyance engineering design, permitting and services during construction including, but not limited to, the services described in the Scope of Services. The selected consultant(s) will enter into a three (3) year Contract with two (2) optional two (2) year renewals with the City if recommended by City staff after successful contract negotiations and approved by City Council in its sole discretion. However, the Consulting Professional Services Agreement shall be subject to termination for convenience by the City. The City reserves the right to select two or more consultants. Once under Contract, the City will award work on a task order basis to the contracted engineering firms and will attempt to divide the work between the firms as equitably as possible based on the projects to be executed under this Contract, the performance of the engineering firms under this Contract, and the specific expertise and experience of the firms required for the individual projects. The City reserves the right to award task orders at the City's sole discretion as it deems to be in the City's best interest regardless of the overall distribution of work to the selected engineering firms.

The selected engineering firms will be required to enter into an Engineering Continuing Services Contract in a form approved by the City Attorney and City Council, and at rates, fees, and charges determined by the City, in its sole discretion, to be fair, competitive and reasonable. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the City and consultant. During presentations, Respondents are required to list and introduce by resume all lead members of their team, and there will be specific requirements for the engineering firm's selected project manager and project engineer.

6. SCOPE OF SERVICES

The selected engineering firms may be asked to perform any engineering services related to utilities conveyance projects. Utility conveyance projects will be related to water supply pipelines; potable water transmission and distribution pipeline systems, storage and pump stations; wastewater collection, and force main pipelines, and transfer/lift stations; and reclaimed water storage and pumping systems, transmission and distribution pipeline systems. The engineering services that are required for the conveyance projects shall include, but are not limited to the following:

1. Planning Evaluations/Studies
    a. Land availability
    b. Pipeline route identification
    c. Hydraulic modeling for pipeline sizing
2. Geotechnical Investigations

   a. Provide laboratory testing data report that includes soil boring logs with classifications and technical criteria
3. Ecological Investigations
   a. Wetland and endangered species identification
4. Land Surveying Services/Aerial Photography
   a. Topographic survey including right of ways and easements
5. GIS Support
6. Materials Testing
7. Condition Assessment of Pipelines and Conveyance Systems
8. Public Information Assistance
9. Cost Estimating Services
10. Grants assistance and state/federal funding assistance
11. Permitting Services
   a. Prepare and submit required project related permit applications and supporting documentation
   b. Responses to all Agency Requests for Additional Information (RAI)
12. SCADA services per the City's Control Systems Configuration Standards for duplex and triplex transfer/lift stations
13. Design Services
   a. 30 percent design completion submittals
   b. 60 percent design completion submittals
   c. 90/100 percent design completion submittals
14. Bidding Support Services
   a. Pre-bid Conference attendance
   b. Question response and issuance of addendums
   c. Bid review
15. Construction Phase Services
   a. Engineering Services During Construction such as shop drawing review, responses to requests for information and progress meetings
   b. Periodic site visits
   c. Testing
   d. Certification of construction
   e. Record drawings
   f. Resident engineer, if required
   g. Construction management and inspection, if required
   h. Startup assistance/training
   i. O&M Manual Preparation, if required
   j. Additional services as requested

NOTE: Any of the services referenced above may be tasked to one of the selected engineering firms or to other engineering firms or consultants selected by the City at its sole discretion. The City reserves the right to solicit proposals for any capital project and to award a Contract for consulting services for such project separate and apart from the Contract entered into pursuant to this request for qualifications.

7. SIMLAR PROJECTS

For purposes of this RFQ, similar projects for Respondent evaluation shall include:

- **Project Type A- Potable water distribution pipeline project**. The project shall involve new installation or upgrade/rehabilitation of potable water distribution pipeline(s). The

project shall include pipeline(s) less than 20-inches in diameter and greater than 1,000 feet of installed pipe.

- **Project Type B- Potable Water transmission pipeline project**. The project shall involve new installation or upgrade/rehabilitation of water transmission pipeline(s), carrying either raw or finished potable water. The project shall include pipeline(s) greater than or equal to 20-inches in diameter and greater than 1,500 feet of installed pipe.
- **Project Type C- Condition assessment.** The project shall involve determining appropriate testing methods, implementing a testing plan, and assessing results to determining remaining life of an asset.
- **Project Type D- Wastewater collection or transmission pipeline project.** The project shall involve new installation or upgrade/rehabilitation of a wastewater collection system (gravity) or transmission pipeline (force main). The project shall include a minimum of 500 feet of pipe installed within public rights of way.
- **Project Type E- Wastewater lift station or water pump station project.** The project shall involve a new or upgraded wastewater lift station or water pump station project. Lift station or water pump station projects shall have at least two pumps. The firm capacity of the station shall be a minimum of 300 gallons per minute.

8. RFQ SUBMITTAL DOCUMENTS

For the response to be considered complete and timely, Respondent must submit ONE (1) original marked "ORIGINAL", Three (3) paper copies and One (1) USB copy of the proposal. Response submissions must be received by the City of Cocoa on or before 3:00 P.M., Thursday, March 23, 2023.

The submission will be comprised of the Response Cover Page followed by the required documents in Sections I-IX. Each section will be separated using divider tabs and the response will be bound. A USB drive containing a complete electronic copy of the submittal in pdf format must be included.

Respondents must include the following information in their proposal:

RFQ Submittal Acknowledgement: Respondent will complete the acknowledgement and agree to the terms and conditions therein.

Section 1 - Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFQ and should identify all materials and enclosures being forwarded in response to the RFQ. **(Limited to 2 pages)**

Section 2 - Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page. **(Limited to 2 pages)**

Section 3 - Company/Firms and Subconsultant Qualifications and Capabilities: The Company Qualifications and Capabilities section of the proposal shall be **limited to four (4) typewritten pages**. The purpose of this section is to provide a brief discussion of Respondent's business history and description of the firm's abilities and capabilities to perform Tasks described in the RFQ. The section should also include a summary of current and projected workload of the project team

including the designated project manager and project engineer and statements addressing the following:

1) Responsiveness of the prime firm to satisfy the requirements of this RFQ, especially the Scope of Services and Minimum Qualifications set forth in Section 6 and 7;
2) The sufficiency of the financial resources and ability of the firm's personnel to perform the Contract or service;
3) Whether the firm has performed similar Contracts within the time and budget specified, without delay or interference;
4) The character, integrity, reputation, judgment, experience and efficiency of the firm;
5) The previous and existing experience and compliance by the Firm with the laws and ordinances relating to the scope of services;
6) The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the firm in any administrative, license, court, or other legal proceeding within the last five (5) years; and
7) Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

Section 4 - Project Team Qualifications and Experience: The Project Team Qualifications and Experience section of the proposal will be **limited to 8 pages** and shall include the following:

- Provide an overview of the project team's qualifications and experience **(Limited to 1 page)**
- Provide an organizational chart designating the following **(Limited to 1 page)**:

    - Principal-In-Charge who will be the City's point of contact with the Consulting Firm for Contract Management purposes;
    - Project Manager who will manage all of the projects/tasks related to this RFQ and serve as main point of contact for project interaction;
    - Project Engineer who will serve as the Engineer of Record, and Project Manager for individual projects and tasks;
    - Key Engineering and Construction Services Personnel; and
    - List all sub-consultants that the Firm anticipates using as part of this RFQ.

- **Prepare Form A for the Proposed Project Manager**. Form A requires the consultant to provide three (3) projects demonstrating the proposed project manager's experience. List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFQ, as identified in the above **Section 7. Similar Projects**, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT MANAGER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Manager that has experience in multiple Project Types.
- **Prepare Form B for the Proposed Project Engineer.** List up to three (3) similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in

this RFQ, as identified in the above **Section 7. Similar Projects**, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT ENGINEER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Engineer that has experience in multiple Project Types.

Section 5 - Past and Present Experience and Performance on Projects. The experience and performance on Projects section of the proposal will be **limited to 6 pages** and shall include the following:

- Provide a summary of project team's experience on projects **(Limited to 1 page)**
- **Prepare Form C for the Proposed Project Team.** List up to five similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely matches the scope of work in this RFQ. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Team that has experience in multiple Project Types. **(Limited to 5 pages as Form C)**

Section 6 - Project Approach: The purpose of the Project Approach is to provide preliminary insight into how the Respondent would sequence work, manage multiple projects, effectively communicate with the City, provide quality assurance and quality control, and provide innovative ideas and approach. **(Limited to 3 pages)**

Section 7 - Resumes: Resumes of key personnel on project team relating to specific skills and experience related to the scope of work of the RFQ. **(Limited to 5 pages)**

Section 8 - Required Proposal Submittal Forms and Statements: This section of the proposal is where the following forms and statements will be located. Use the RFQ form template where provided.

1) Location **(form provided).** Provide the Company/Firm's Office, and the residences of both the Project Manager and Project Engineer and identify whether these locations are within 75 miles of the City of Cocoa defined as City Hall, 65 Stone Street, Cocoa, Florida.
2) Affidavit of Existing or Prior Contracts with the City **(form provided)**
3) Affidavit of Other Applicable Mandatory Criteria **(form provided)**
4) Scrutinized Company Certification **(form provided)**
5) Drug Free Workplace Form **(form provided)**
6) Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions **(form provided)**
7) Non-Collusion/Lobbying Certification **(form provided)**
8) Organizational Information **(form provided)**
9) E-Verify Affidavit **(form provided)**
10) FEMA Rider **(form provided)**
11) Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement **(form provided)**
12) Business Reference List **(form provided)**

13) Standard Terms and Conditions/Special Condition Modification Requests **(Proposer provided letter detailing exceptions)**
14) Copy of business licenses
15) Certificates of Insurance (see RFQ terms 4.1-4.6)
16) If applicable, Minority Business Enterprise certification

These materials will not be counted against the submittal's total page limit provided that they are all collected under a separate tabbed section of the submittal and labeled 'Required Proposal Forms and Statements.'

Written Response to the RFQ: When compiling the responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals **should NOT be permanently bound**; do not use three ring binders; should allow flat storage; and sections should be compiled in the sequence list above. **The Maximum number of pages shall be 33 pages**, not including tabs/dividers and the "Required Proposal Submittal Forms and Statements" section.

9. RFQ TIMELINE

The City reserves the right to establish and change the schedule of the RFQ process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFQ is as follows:

Solicitation Schedule

STEP	STAGE	DATE
1	RFQ Published and Advertised	Wednesday, February 8, 2023
2	Deadline for Respondent Questions	Wednesday, March 1, 2023
3	Responses/Addendum Issued by City	Friday, March 10, 2023
4	RFQ Submission Deadline	Thursday, March 23, 2023
5	Advisory Selection Committee Short List Ranking and Selection for Presentations (if needed)	TBD
6	Presentations (if needed)	TBD
7	Final Ranking and Recommendation of Firms by Advisory Selection Committee	Wednesday, April 12, 2023
8	City Council consideration of ASC Recommendation and City Council's decision regarding Ranking and Selection for Contract Negotiations	Tuesday, April 25, 2023
9	Contract Award by Council if negotiations successful	Tuesday, May 23, 2023

10. PRESENTATIONS

In general, the City wishes to avoid the expense to the City and to Respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no top-ranked firms can be clearly identified by review of the written submittals alone, then the Advisory Selection Committee shall schedule three or more of the top ranked firms for presentations.

If the City chooses to conduct oral presentations with one or more of the Respondents, the presentations will be held before the Advisory Selection Committee at a duly noticed meeting which may be open to the public. Minutes of the meeting will be prepared, and the meeting shall be tape recorded in accordance with s. 286.0113, Florida Statutes. The following general guidelines will be used during the presentations:

The City will establish the presentation schedule and Respondents will be notified at least seven (7) calendar days in advance of the date, time, and place of the presentations. Respondents are required to be available for the presentations and top members of the Respondent's team that will be working on and supervising the project are also expected to be present at the presentation and be available for questions.

The City will attempt to allot equal time for each Respondent divided into three sequential parts: (1) Introductory presentation by the Respondent (5 Minutes); (2) Questions and Answers between members of the ASC and the Respondent (10 Minutes); and (3) Brief closing remarks by the Respondent (5 Minutes). The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Advisory Selection Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria, and factors set forth in the RFQ.

Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFQ, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set forth in this RFQ.

After the presentations, the Advisory Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session, and will likely occur at a subsequently noticed meeting of the Advisory Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Advisory Selection Committee and make selection of Consultants for contract negotiations and the award of any and all Contracts, subject to successful contract negotiations, under this RFQ. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFQ.

11. EVALUATION PROCEDURE AND CRITERIA

All responses will be subject to a review and evaluation process under the CCNA procedure set forth in the Florida Statutes. It is the intent of the City that all engineering firms and consultants responding to this RFQ who meet the requirements contained in this RFQ shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these

documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

Submittals will be scored and weighted using the evaluation rating range table and cumulative point system (the maximum attainable score is 100 points) as follows:

1- Firm's Qualifications (Section III) – 23 Points

2-Project Team's Qualifications (Section IV, VII) – 25 Points

3- Experience and Performance (Section V) – 25 Points

4- Project Approach (Section VI) – 10 Points

5- Location of Firms Office, Project Manager and Project Engineer (Section VIII) – 15 Points

The Project Manager, the Project Engineer, and their office should reside within 75 miles of the City of Cocoa City Hall. If any listed above are located outside of the 75-mile radius, then zero points will be awarded.

6- Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. (2 pts)

The City may, at its discretion, seek clarification of any aspect of a Consultant's submittal. Selection shall be made of the Consultants that demonstrate capability while most closely meeting the City's needs according to the requirements of this RFQ and the evaluation criteria and factors designated herein. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondents negotiating acceptable terms under a Consulting Professional Services Agreement. **While not part of the ranking part of the RFQ process**, **Consultants are hereby notified that should a Respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm or firms until the City has awarded a contract or rejected all the proposals at its sole discretion.

While the City intends to enter into contracts with a minimum of the top two (2) most qualified Consultants, subject to successful negotiation of acceptable terms of a contract, the City reserves the right to supplement the number of selected Consultants and enter into further additional contracts should certain areas of requested engineering expertise either (1) not be offered at all by the top two most qualified Consultants; or (2) if there are not an adequate number of engineering firms offering certain areas of expertise, in the City's sole discretion and determination."

12. OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section IX Affidavit):

1) The firm is licensed to practice in Florida and said license is in good standing.

2) The firm has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFQ.

3) The firm adheres to the instructions and requirements in this RFQ in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS THE OTHER APPLICABLE MANDATORY CRITERIA IN WRITING AS PART OF THE RFQ SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE "NOT APPLICABLE" AS AN ANSWER.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

RFQ SUBMITTAL ACKNOWLEGDEMENT

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUANCE DATE:
Wednesday, February 8, 2023

PROPOSALS MUST BE RECEIVED PRIOR TO:
Thursday, March 23, 2023, 3:00PM

PURCHASING DIVISION CONTACT:
Brian Dale
(321) 433-8833
purchasing@cocoafl.gov

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: Address: City, State, Zip: Primary Contact: Phone Number: E-Mail Address: FEIN Number:	List of Deviations (if any) attached Yes___ No___ If submitting a "NO RESPONSE", state reason: _____ _____

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL"), Three (3) paper copies and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a

sealed envelope. Respondent shall mark response envelope, **RFQ #Q-23-12-COC ENGINEERING SERVICES FOR DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION FOR UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION.** Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City, at its sole discretion, will initiate negotiations to enter into two or more written Contracts with selected Respondents pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contracts shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the City and Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

Addendum Acknowledgements [List addenda number and date]:

_____

_____

_____

_____

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

_____ _____
Authorized Signature Date

_____
Name of Respondent

_____
Title

SECTION I – COVER LETTER

SECTION II – TABLE OF CONTENTS

SECTION III – FIRM'S QUALIFICATIONS

SECTION IV – PROJECT TEAM'S QUALIFICATIONS

FORM A

PROJECT EXPERIENCE OF PROJECT MANAGER

(PAGE 1 of 3)

Proposed Project Manager: Name: _____

1. **Project Name:**
   Owner:
   Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 2 of 3)

Proposed Project Manager: Name: _____

2. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 3 of 3)

Proposed Project Manager: Name: _____

3. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 1of 3)

Proposed Project Engineer: Name: _____

1. **Project Name:**
   Owner:
   Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 2 of 3)

Proposed Project Engineer: Name: _____

2. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 3 of 3)

Proposed Project Engineer: Name: _____

3. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

SECTION V - PROJECT EXPERIENCE

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 1 of 5)

1. **Project Name:**
   Owner:
   Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 2 of 5)

2. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 3 of 5)

3. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 4 of 5)

4. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 5 of 5)

5. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

SECTION VI – PROJECT APPROACH

SECTION VII – RESUMES

SECTION VIII – OTHER REQUIRED FORMS

BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____
   _____
   _____
   _____
   _____

2. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____
   _____
   _____
   _____
   _____

3. Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____
   _____
   _____
   _____
   _____

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. **Current domicile of Project Manager:**

Name	
Address	
City, State, Zip	
County	
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No	

2. **Current domicile of Project Engineer:**

Name	
Address	
City, State, Zip	
County	
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No	

3. **Firm's Office Location:**

Company	
Address	
City, State, Zip	
County	
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No	

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 2 OF 2)

AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

Authorized Signatory	**Name of Proposer**
Typed or Printed Full Name	**Date**
Title	

On this _____ day of _____, 20__, before me appeared (name)_____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm)_____. to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(seal)

Date _____

State of _____

County of _____

AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF COCOA

STATE OF _____

CITY OF _____

BEFORE ME**,** the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3.I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations Act ("CCNA"; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
_____	_____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20___ by _____ [ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF _____

CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.

4. I am familiar with the current professional licensing status of Respondent.

5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion and I am familiar with the contents of said response.

6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and

7. Based on my personal knowledge and belief, I state as follows:

   a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and

c. The Respondent adhered to the instructions set forth in the City of Cocoa Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20___ by _____ [ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID/RFP/RFQ RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of $1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

_____
(Authorized Signature)

_____
(Printed Name and Title)

_____
(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____ State of _____ at Large (Seal)
(Signature)

_____ My commission expires: _____
(Print Name)

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY	Typed Name of Signatory
Title	Date
Witness Signature	Typed Name of Witness

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a.Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b.Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c.Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d.Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)
1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

_____ whose business address is _____
[Name of entity submitting sworn statement]

_____ and its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above is _____.
[Please print name of individual signing]

A. **NON-COLLUSION PROVISION CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in**, Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY	Typed Name of SIGNATORY
Title	Date
Witness Signature	Typed Name of Witness

Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D. or Social Security Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name:
_____

Mailing_Address:
_____

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized SignatoryPrinted Name

_____
Title_____
Date_____

E-Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. *Equal Employment Opportunity*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys

payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~**5.** Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.
   i. Section 889(b) of the John S. McCain National Defense Authorization Act

for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of

any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

(1)The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2)The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3)The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:
1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

18. *Affirmative Socioeconomic Steps*
If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ **– *Not applicable***
~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

Authorized Signature	Date
Name of Respondent	
Title	

Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondant/Contractor_Name:
_____

Mailing_Address:
_____

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

_____ _____
Authorized Signature Date

_____
Name of Respondent

_____
Title

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: PURCHASING@COCOAFL.ORG

March 6, 2023

Addendum 1
To the Contract Documents and Specifications:
RFQ # Q-23-12-COC

Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

A. This addendum includes and addresses the following questions:

A.1. Regarding Project Type C – Condition assessment is a common component of an overall system master plan in which the assessment is done in the early stages of the contract. If the condition assessment work is complete but the contract (future planning scenarios and 20-yr capital improvement plan development) is still on-going , can this be used as a similar project as the work related to Project Type C is complete? The whole project needs to be completed not just a portion.

A.2. For the project examples, can they include projects whereby the design and permitting are complete, but construction has not commenced or is not complete? If we are just reviewing their work product related to design and permitting that is acceptable. But for engineering construction services the entire construction portion of the project would also need to be complete.

A.3. In regard to Number 8, Sections 4 and 5, are firms permitted to use projects for Forms A, B, and C that were performed for the City of Cocoa? Experience with the City of Cocoa is acceptable.

A.4. Will the awarded Firm have an opportunity to review and provide exceptions for negotiations, if any, to the contract terms and conditions? Yes, final agreement

will be negotiated. If there are any known deviations at this time include them on a separate sheet as part of section eight. See RFQ page 17 (section 8, 13).

B. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoafl.org.

Brian Dale
Purchasing Manger
City of Cocoa

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2024

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 have ADDITIONAL INSURED provisions or 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 Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Jerry Noyola **PHONE (A/C, No, Ext):** 7702207699 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg 19445 **INSURER B :** Allied World Assurance Co (U.S.) Inc. 19489 **INSURER C :** New Hampshire Insurance Company 23841 **INSURER D :** Lloyd's of London 85202 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1876311138 **REVISION NUMBER:**

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 Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim Aggregate	5,000,000 5,000,000

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

Re: RFQ Q-23-12-COC - Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion. The City is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

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

Gregg Bachelor

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Legislation Details (With Text)

File #:	24-295	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	5/13/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	

Title: To Approve a Purchase Order and Agreement with Tech Systems, Inc. for a new roof system on Wewahootee Pump Station piggybacking a Brevard County Continuing Roofing Contracting Services contract, RFQ 6-22-13, Effective May 12, 2023 through May 12, 2025; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $10,683.40 (10% of the Contract Amount) for a Total Combined Project Cost of $117,517.37. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Wewahootee Roof Replacement 2024 - updated.pdf
Resolution 2024-056 - Project Contingency (Tech Systems).pdf
First Renewal Continuing Roofing Contracts.pdf
RFQ-6-22-13 Roofing Contract TechSystems-EXE-20230512.pdf
FULLY EXECUTED 1st Amendment Renewal Contract No RFQ-6-22-13.pdf
Cocoa_TCR_WewaPump_Roof_Rehab_Bid_Docs_rev2.pdf
SIGNED E-Verify Contractor Affidavit.pdf
Tech Systems, Inc Auto COI Exp.07.01.2024.pdf
Tech Systems, Inc. Auto COI 2 Exp.09.01.2024.pdf
Tech Systems, Inc. Auto COI Exp.09.01.2024.pdf
Tech Systems, Inc. COI Exp.07.01.2024.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 3, 2024
Agenda Date: July 9, 2024
Prepared By: James Mitchell, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Purchase Order and Agreement with Tech Systems, Inc. for a new roof system on Wewahootee Pump Station piggybacking a Brevard County Continuing Roofing Contracting Services contract, RFQ 6-22-13, Effective May 12, 2023 through May 12, 2025; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $10,683.40 (10% of the Contract Amount) for a Total Combined Project Cost of $117,517.37

BACKGROUND:

The Wewahootee Pump Station High Service Pump/MCC building contains four raw water pumps, an electrical room, and an employee kitchen and bathroom.

An inspection of this original roof revealed that it has reached the end of its useful life and requires replacement, thus protecting the sensitive water treatment controls located inside.

Staff requests City Council approval of the roof replacement cost in the amount of $106,833.97. City staff is also requesting that City Council approve an additional $10,683.40 (10%) as a contingency for the project. The total amount of the project including the 10% contingency is $117,517.37. The additional amount is requested to cover any additional time and materials that may be required in excess of the original proposal. Although City staff does not anticipate any change orders, there is a possibility that unforeseen events would require changes to the project scope. If a change order is required, the additional amount will allow the project to continue moving forward.

The additional $10,683.40 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$117,517.37
Account Number	421-4020-536.46-02
Account Name	Repair/Maintenance Building

Source of Funds: Operating Budget

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Purchase Order and Agreement with Tech Systems, Inc. for a new roof system on Wewahootee Pump Station piggybacking a Brevard County Continuing Roofing Contracting Services contract, RFQ 6-22-13, Effective May 12, 2023 through May 12, 2025; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $10,683.40 (10% of the Contract Amount) for a Total Combined Project Cost of $117,517.37

June 26, 2024

CONTRACT AGREEMENT

THIS AGREEMENT, submitted between TECH SYSTEMS INC., hereinafter called the Contractor and CITY OF COCOA, hereinafter called the Owner:

WHEREAS, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

The Contractor shall furnish all of the materials and perform all of the work in a workmanlike manner on the following property to wit:

Wewahootee Water Treatment Plant

Roof Replacement

Cocoa, FL

Scope of Work

1. Remove existing lightning protection system.

2. Remove existing roof system down to the LWIC and/or gypsum deck. Discard all debris.

3. Install tapered insulation to promote positive water drainage to scupper locations on upper roof and perimeter edges on lower roof area.

4. Install a fully adhered twenty (20) year 60 mil TPO single ply roof system per manufacturer's specifications. All seams to be lapped and heat welded.

5. On the upper roof system, install wood nailers on top of parapet, properly fastened. Then fully encapsulate with 60 mil TPO membrane. Install new cleated, aluminum coping on parapet.

6. Install perimeter edge detail per roofing industry standards where required. Install new aluminum counter flashing on roof to wall transitions on the lower roof.

7. Install new single ply pipe boots and two new scuppers. Existing downspouts and leader heads to be reused.

8. Reinstall to code a new aluminum lightning protection, utilizing existing downleads.

Special Conditions

1. Owner to furnish electrical power, water, and ground storage area.

2. Contractor shall be responsible for all damage and theft of tools and materials stored on the site.

3. It is understood that Contractor shall not be held responsible for any damage to the interior of the building or its contents unless caused by Contractor's negligence. Contractor to take all necessary precautions for temporary weather protection of the building during the roof replacement to protect indoor mechanical equipment from the elements.

4. Owner and Contractor will agree on any changes of specifications before any additional work is done.

5. This contract can be modified only if Owner and Contractor sign a later agreement, which sets forth the changes agreed to. If there are any work modifications the resulting cost or credit to Owner will be included in that agreement.

6. Precautionary measures will be taken to protect the premises from damage, but please be aware that heavy loads on truck and cranes are necessary to deliver and remove material on your job. Concrete and most other driveway and sidewalk materials many times are not able to withstand this weight without cracking. Therefore, neither Tech Systems, Inc., nor our material supplier, will assume responsibility for cracking or breaking of driveways, sidewalks, curbs, etc., which may occur.

7. Contractor shall not be held responsible for any damage as a result of movement in decking during re-roof projects. Contractor not responsible for any damage or punctures to A/C lines, electrical lines, cables, and/or plumbing items on the underneath side of the roof decking. Contractor not responsible for any damage to awnings, soffit, screen enclosures, stucco, drywall, landscaping, or pavers.

8. Any electrical, mechanical, or plumbing work, other than specified, to be completed by Owner, if needed.

9. Contract is contingent upon approval by the Building Department, pull tests, and the material manufacturer, if applicable.

10. Where applicable, work to be done in accordance with Jacobs Report Dated 2/20/2024.

11. Force Majeure Clause – any material cost increases incurred after Contract signing due to recent price increases by suppliers will be passed on to the Owner within reason with necessary back-up data.

12. Wood Replacement Costs

1x4s	$10.50 per lineal foot
2x4s	$11.25per lineal foot
2x6s	$12.75 per lineal foot
2x8s	$14.25 per lineal foot
1x2s	$7.75 per lineal foot
1x6s	$12.00 per lineal foot
1x8s	$12.75 per lineal foot
1x12 fascia	$14.25 per lineal foot
plywood	$5.25 per square foot

Permits and Fees

1. Owner to be responsible for preparing a Notice of Commencement for job and sending it to Tech Systems Inc. for permit processing.

2. Contractor shall provide all necessary permits for the execution of this contract and comply with any state or county licensing requirements. Contractor to pay notice of commencement and permit fees and provide submittals and copies of permits to Owner as requested.

Insurance

1. Provisions shall be made to protect all property from damage and the public against hazard or injury. All property damaged as a result of this work shall be restored or repaired by Contractor at his expense.

2. Contractor shall submit statement of insurance coverage and comply with Owner's requirement and agrees to keep said insurance in force for the duration of this contract.

3. Contractor shall hold Owner harmless for any accidents occurring to his employees.

Warranty

1. Provide to Owner a twenty (20) year NDL labor and material warranty.

Labor	Rate	Hours		
Foreman	$ 55.00	112	$	6,160.00
Roofer	$ 50.00	800	$	40,000.00
Total Labor			*$*	*46,160.00*
Material				
Cost of Material			$	55,158.15
10% mark-up			$	5,515.82
Total Materials			*$*	*60,673.97*
Contract Price			**$**	**106,833.97**

**All work and pricing to be done in accordance with the Brevard County Continuing Roofing Contracting Contract RFQ-6-22-13.*

-Schedule to be determined after receipt of PO, submittal approvals, and receipt of permit.

Payment Schedule

1. Periodic progress payments to be made for materials stored on site and work in progress.

2. The total contract price is effective as of the above date and shall remain so for a period of ninety (90) days, after such time the price is subject to change without notice.

IN WITNESS WHEREOF, we have executed this Agreement this _____day of _____, 2024.

TECH SYSTEMS INC. OWNER'S AGENT

_____ _____

_____ _____

Tech Systems Inc.
2001 Hughes Road, Suite #1
Melbourne, FL 32935
Phone: 321.259.2246 | Fax: 321.255.0291
www.techsystemsflorida.com

RESOLUTION NO. 2024-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT LIFT STATION REHABILITATION SERVICES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE CONSTRUCTION PROJECT BY THE CITY COUNCIL IN THE AMOUNT OF $117,517.37 INCLUSIVE OF $10,683.40 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on the 9th of July, 2024, the City Council approved the Wewahootee roof replacement Services to Tech Systems, Inc., subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the Wewahootee roof replacement project, provided the total amount of approved change orders and any additional service contracts do not cause the total construction budget to exceed the $117,517.37 budgeted by the City Council for the Project inclusive of the $10,683.40 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 9th day of July, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940
321-617-7202

Inter-Office Memo

TO: Frank Abbate, County Manager

THRU: John P. Denninghoff, Assistant County Manager

FROM: Marc Bernath, Public Works Director Bernath, Marc Digitally signed by Bernath, Marc Date: 2024.05.03 12:38:08 -04'00'

RE: First Renewal Continuing Roofing Contracts

DATE: May 3, 2024

The County entered into contracts with Hamilton Roofing Inc. (Contract no. 10165), Tech Systems Inc. (Contract no. 10167), and Atlas Apex Roofing LLC (Contract no.10166) to provide roofing repair services via RFQ no. RFQ 6-22-13 effective May 12, 2023. The initial term of the contracts is one year from date of execution and is due to expire on May 12, 2024. Per the contracts, parties may mutually agree to renew the contracts in one-year increments up to four years beyond the initial term.

On August 23, 2023, the Board of County Commissioners granted Purchasing Services permission to issue Annual Supply Bids, Proposals, and Request for Qualifications and/or Negotiate Competitive Agreements for Fiscal Year 2023-2024. This Board action also authorized the County Manager to execute contracts. Per AO-29, Contract Renewals shall be executed by the same authority executing the original contract. The First Renewal has been reviewed and approved by the County Attorney's Office, Risk Management and Purchasing Services, per Administrative Order-29.

If this request meets with your approval, please sign and date the three contract renewals for RFQ 6-22-13 Continuing Roofing Contracts.

Please feel free to contact our office if you have any questions or concerns.

ATT: Clerk's Memorandum
Contract Review and Approval Forms
First Renewal Hamilton Roofing Inc, Tech Systems Inc, Atlas Apex Roofing LLC

SB

RECEIVED
MAY 03 2024
County Manager's Office

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Kimberly Powell, Clerk to the Board, 518 South Street • P.O. Box 999 • Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

August 23, 2023

MEMORANDUM

TO: Kathy Wall, Central Services Director

RE: Item F.16., Permission to Issue Annual Supply Bids, Proposals, and Request for Qualifications or Negotiate Competitive Agreements for the County Fiscal Year 2023-2024

The Board of County Commissioners, in regular session on August 22, 2023, approved and authorized Purchase Services to coordinate the following procurement actions included in the County's Adopted FY 2023-2024 Operating and Capital Budget:

- Solicit competitive bids, quotes, and negotiate competitive agreements, and award to the lowest, responsible, and most qualified vendor(s);
- Solicit competitive proposals and requests for qualifications, establish selection and negotiation committees approved by the County Manager, and award to the highest ranked proposer(s);
- Exercise renewal options upon evaluation of the supplier's performance and recommendation from the user Department or Office; and
- Approval for the County Manager to award and execute contracts, contract renewals, contract amendments, contract extensions, and purchase orders subject to the review and approval of the County Attorney's Office, Risk Management, and Purchasing Services.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell

Kimberly Powell, Clerk to the Board

/tr

cc: County Manager
Finance
Budget

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2023/2024
- Over $200,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>$200K)
Aggregate (57 Stone & Pea Gravel)	Up to 5 years	$300,000
Agricultural & Aquatic Chemicals	Up to 5 years	$270,000
Alarm Inspection, Monitoring, Repair and Replacements	Up to 5 years	$250,000
Alternative Paving Methods (Cold-in-Place Recycling, Chip Seal, Full Depth Reclamation, Microsurfacing, Pavement Rejuvenation/Preservation, etc.)	Up to 5 years	$1,500,000
Aquatic Vegetation Management for Public Works Locations	Up to 5 years	$300,000
Asphaltic Concrete	Up to 5 years	$15,000,000
Asset Management/CMMS Consultant (Countywide)	Up to 5 years	$350,000
Athletic Court Resurfacing & Lining	Up to 5 years	$300,000
Auctioneer Services	Up to 5 years	Dependent on Sales
Broker Services	Up to 7 years	Dependent on plan participants
Bunker Gear for Brevard County Fire Rescue	5 yr. & 5 (1 yr.) renewals	$300,000
Cab & Chassis Trucks and Other Fleet Equipment	Up to 5 years	Varies
Class III Landfill - Waste Disposal Services South Brevard	5 yr.	$750,000
Computer Equipment, Peripherals & Services	Up to 5 years	$400,000
Concrete Crushing (On Site)	Up to 5 years	$500,000
Concrete Pipe, Pipes (all types) and Accessories	Up to 5 years	$400,000
Concrete, Ready Mix	Up to 5 years	$200,000
Concrete Sidewalk, Curb, and Gutter Construction	Up to 5 years	$500,000
Consultant Professional Engineering Services, A&E, Roofing Services, Appraisal Services, Operational Services and Landscape Architects - All departments	Up to 5 years	Various Projects
Continuing Construction Management Services & General Contractor Services	Up to 5 years	Various Projects
Continuing Roofing Contracting Services	Up to 5 years	Various Projects
Contracted Seasonal Recreation Worker Services for P&R	Up to 5 years	$1,002,000
Copy Machine Lease	5 yr. & 1 (1 yr.) renewal	$550,000
Debt Collection Services - Fire Rescue Department	5 yr. & no renewals	Percentage of collection
Deceased Removal and Transport	Up to 5 years	$250,000
Derelict Vessel Removals	Up to 5 years	$200,000/Grant Funds
Disaster Debris Removal Services	5 yr. & no renewals	Contingency Agreement Emergency Management
Electrical Contractor Services - Hourly	Up to 5 years	$265,000
Electrical Supplies	Up to 5 years	$210,000
Electronics Waste Recycling Services	Up to 5 years	$200,000
EMS Billing Services	Up to 5 years	$650,000
Erosion Control Materials and Installation	Up to 5 years	$200,000
Fencing (Brevard County Cooperative Bid)	Up to 5 years	$500,000
Grassing Services (Brevard County Cooperative Bid)	Up to 5 years	$500,000
Guardrail/Handrail Projects	Up to 5 years	$400,000
HVAC for Maintenance	Up to 5 years	$1,700,000
Infrastructure Assessment Services, Gravity Sewer Lines, and Manholes	Up to 5 years	$300,000
Inlets, Manholes, & Grates	Up to 5 years	$485,000
Insurance - All Types	Up to 7 years	Dependent on plan participants
Insurance Broker Services	Up to 7 years	Dependent on plan participants
Integrated Library Systems	Up to 10 years	$800,000
Irrigation Installation - Parks & Rec	Up to 5 years	$250,000
Janitorial Services - County Wide	Up to 5 years	$465,000
Janitorial Supplies	Up to 5 years	$250,000
Laboratory Testing & Related Professional Services	Up to 5 years	$200,000
Lawn Service - Countywide	Up to 5 years	$925,000
Library Facilities Security System	Up to 5 years	$200,000
Libraries Materials Security Management with Self-Checkout	Up to 10 years	$500,000
Lime Rock for Solid Waste and Public Works	Up to 5 years	$300,000
Locum Tenens for Temporary Forensic Pathologist Services	Up to 5 years	$500,000
Maintenance, Repair, & Operation (MRO) and Industrial Supplies	Up to 5 years	$500,000
Marketing Services	Up to 5 years	$400,000
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	Up to 5 years	$1,900,000
Mix-In-Place Soil Cement	Up to 5 years	$500,000
Muck Removal	Up to 5 years	Various Projects
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On & Off Site)	Up to 5 years	$2,200,000
Odor and Corrosion Control Lease Services	Up to 5 years	$200,000
Office Supplies	Up to 5 years	$350,000
Painting Contractor Services	Up to 5 years	$300,000
Personal Protection Equipment (PPE)	Up to 5 years	$200,000
Petroleum Products - Lube Oil	Up to 5 years	$200,000
Physical Examinations	Up to 5 years	$225,000
Pipe, Cured-In-Place Pipe (CIPP)	Up to 5 years	$3,000,000
Plans Examiner Services	Up to 5 years	$300,000
Playground Equipment, Surfacing, Installation & Repair	Up to 5 years	$300,000

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2023/2024
- Over $200,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>$200K)
Plumbing Services (Brevard County Cooperative Bid)	Up to 5 years	$200,000
Plumbing Supplies Catalog Discount	Up to 5 years	$550,000
Polymer, Sludge Dewatering	Up to 5 years	$200,000
Postal & Courier Services - Libraries	Up to 5 years	$268,000
Pressure Pipe Leak and Air Pocket Detection	Up to 5 years	$780,000
Pump out Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	Up to 5 years	$350,000
Radio System (800 MHZ) Maintenance Contract	Up to 5 years	$500,000
Removal & Disposal of Dewatered Biosolids	Up to 5 years	$500,000
Removal & Final Disposal of Mulch & Wood Waste	Up to 5 years	$500,000
Road Construction Materials	Up to 5 years	$4,000,000
Road Striping - Paint & Reflective Pavement Marking	Up to 5 years	$500,000
Road Striping - Thermoplastic & Reflective Pavement Marking	Up to 5 years	$1,800,000
Sand Materials for Parks and Recreation	Up to 5 years	$200,000
SAP Support Services	Up to 5 years	$725,000
Sargassum Seaweed	Up to 5 years	$350,000
SCADA Support Services	Up to 5 years	$250,000
SCAT Vehicle Fleet Maintenance & Repair Management Services	Up to 5 years	$4,350,000
Security Services - Countywide	Up to 5 years	$800,000
Select Common Fill - All Landfills	Up to 5 years	$1,100,000
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	Up to 5 years	$200,000
Sod - Parks & Recreation	Up to 5 years	$400,000
Sodium Hypochlorite Supply Services	Up to 5 years	$250,000
Soil Cement Pub Mill Mix	Up to 5 years	$250,000
Soil Cement with Oil Injection	Up to 5 years	$250,000
Sports Lighting with Related Supplies and Services	Up to 5 years	$700,000
Street Sweeping and Inlet Basking Cleaning	Up to 5 years	$350,000
Stormwater Grates, Frames, Rings, Covers	Up to 5 years	$200,000
Subaqueous Pipe Inspections and Maintenance	Up to 5 years	$200,000
TDC - Website Development & Maintenance Services	Up to 5 years	$200,000
Temporary/Seasonal Employment Services	Up to 5 years	$1,800,000
Temporary Traffic Control Devices	Up to 5 years	$200,000
Tire Shredding & Disposal Services	Up to 5 years	$735,000
Traffic Operations Fiber Optics Construction, Rehab, Maintenance and Emergency Repair	Up to 5 years	$240,000
Traffic Infrastructure and Installation	Up to 5 years	$300,000
Traffic Signal Construction, Rehab, Maintenance & Emergency Repairs	Up to 5 years	$600,000
Transportation of Dead Bodies	Up to 6 years	$200,000
Travel Media Relations (For TDO)	Up to 5 years	$200,000
Tree Trimming and Removal Services	Up to 5 years	$200,000
Trenching and Trenchless Installation & Services	Up to 5 years	$300,000
Underground Locates for Utilities - (Brevard County Cooperative Bid)	Up to 5 years	$525,000
Water Meter Replacement (Countywide)	Up to 3 years	$600,000
Water & Wastewater Treatment Chemicals - Sodium Hypochlorite (Brevard County Cooperative Bid)	Up to 5 years	$300,000

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
October 13, 2022
RFQ-6-22-13 Continuing Roofing Contracting Services

PROCUREMENT ANALYST: Debbie Feingold

VENDOR	VENDOR CITY AND STATE	ITEMS AWARDED	AWARD AMOUNT
Atlas Apex Roofing, LLC	**Fort Lauderdale, FL**	**ALL**	**TBD BASED ON NEGOTIATED RATES**
Hamilton Roofing Inc.	**Malabar, FL**	**ALL**	
Tech Systems Inc.	**Melbourne, FL**	**ALL**	

☐ BOARD AWARD--AGENDA ATTACHED

Bowers, Mary Digitally signed by Bowers, Mary Date: 2022.10.13 12:17:36 -04'00'

☒ APPROVED AWARD (NON-BOARD AGENDA):
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT)

Mary Bowers, Purchasing Manager

AWARDED BY A COMMITTEE CONSISTING OF: Edward Fontanin, Michael McGrew, Tim Lawry

FOR PURCHASING USE ONLY:

☐ ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: One (1) year from contract execution date
RENEWAL OPTION ☐ One year ☒ Four (4) additional one (1) year terms

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

☒ Please provide certificate of insurance.
☐ Please provide performance and payment bonds as required.
☒ Please provide W-9 (2018 Version)

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Atlas Apex Roofing, LLC	**2. Amount:** $ N/A
3. Fund/Account #: Varies	**4. Department Name:** Public Works
5. Contract Description: Renewal of Continuing Roofing Contract	
6. Contract Monitor: Sandra Blanton	**8. Contract Type:** CONSTRUCTION
7. Dept/Office Director: Marc Bernath	
9. Type of Procurement: Request for Qualifications (RFQ)	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE
User Agency	☐	☐	
Purchasing	☐	☐	
Risk Management	☐	☐	
County Attorney	☐	☐	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE
User Agency	☑	☐	Scott, Jeanette — Digitally signed by Scott, Jeanette Date: 2024.04.29 21:41:35 -04'00'
Purchasing	☑	☐	Wall, Katherine — Digitally signed by Wall, Katherine Date: 2024.04.15 13:49:24 -04'00'
Risk Management	☑	☐	Watson, Michael — Digitally signed by Watson, Michael Date: 2024.04.24 09:41:43 -04'00'
County Attorney	☑	☐	Esseesse, Alexander — Digitally signed by Esseesse, Alexander Date: 2024.04.30 14:41:58 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status, Title, Type, and Amount	☐
Storage Location (SAP)	☐
Contract Approval Date, Effective Date, and Expiration Date	☐
Contract Absolute End Date (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐

First Renewal to Continuing Roofing Contract

This First Renewal is made and entered into the date of last signature below, by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Atlas Apex Roofing, LLC, an entity authorized to do business in the State of Florida (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, the County has previously entered into agreement with Contractor executed May 12, 2023 under Contract Number 10166 for the roofing services (hereinafter referred to as "Original Contract"), which is incorporated herein by this reference; and

Whereas, the initial term of the Original Contract is one year after its date of execution and, subject to the County's sole discretion, the Contract may be renewed by the County in one-year increments for up to four additional years beyond the initial term of the Contract only if no change in price is proposed by the Contractor; and

Whereas, the initial term ends May 12, 2024; and

Whereas, this is the first renewal of the Original Contract and the parties hereto desire to renew the term of the Original Contract for an additional period of one (1) year.

Now, therefore, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The above recitals are true and correct and are incorporated into this First Renewal by this reference.

2. Notice is hereby given to the Contractor by the County that the Original Contract is hereby renewed pursuant to the notification provision set forth therein for an additional one-year period, continuing through May 12, 2025.

3. All terms and conditions of the Original Contract, and any amendments or modifications made thereto, which are incorporated herein by this reference, that are not inconsistent with the provisions of this First Renewal shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, on the date last signed below, the parties have caused this Agreement to be executed by their duly authorized representatives.

WITNESS:

BREVARD COUNTY, FLORIDA

By: _____
Frank Abbate, County Manager

Date: 05/07/2024

As approved by the Board on 08/30/2022

Reviewed for legal form and content
solely for Brevard County:

Deputy County Attorney

ATLAS APEX ROOFING, LLC

By: _____
Henry Gembala, President

ATLAS APEX ROOFING, LLC LIMITED LIABILITY COMPANY 2012 SEAL FLORIDA

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of May, 2024 by Henry Gembala, President of Atlas Apex Roofing, LLC, a Florida Profit Corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public Signature

DIANA MAGLIARISI
Notary Public - State of Florida
Commission # HH 035068
My Comm. Expires Dec 14, 2024
Bonded through National Notary Assn.

Name typed, printed or stamped

My Commission Expires: 12/14/2024

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Hamilton Roofing Inc	**2. Amount:** $N/A
3. Fund/Account #: Varies	**4. Department Name:** Public Works
5. Contract Description: Renewal of Continuing Roofing Contract	
6. Contract Monitor: Sandra Blanton	**8. Contract Type:** CONSTRUCTION
7. Dept/Office Director: Marc Bernath	
9. Type of Procurement: Request for Qualifications (RFQ)	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE
User Agency	☐	☐	
Purchasing	☐	☐	
Risk Management	☐	☐	
County Attorney	☐	☐	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE
User Agency	☑	☐	Scott, Jeanette — Digitally signed by Scott, Jeanette Date: 2024.04.30 14:21:03 -04'00'
Purchasing	☑	☐	Wall, Katherine — Digitally signed by Wall, Katherine Date: 2024.04.15 13:48:38 -04'00'
Risk Management	☑	☐	Watson, Michael — Digitally signed by Watson, Michael Date: 2024.04.17 10:07:04 -04'00'
County Attorney	☑	☐	Esseesse, Alexander — Digitally signed by Esseesse, Alexander Date: 2024.04.30 14:42:23 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status, Title, Type, and Amount	☐
Storage Location (SAP)	☐
Contract Approval Date, Effective Date, and Expiration Date	☐
Contract Absolute End Date (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐

First Renewal to Continuing Roofing Contract

This First Renewal is made and entered into the date of last signature below, by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Hamilton Roofing Inc., an entity authorized to do business in the State of Florida (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, the County has previously entered into agreement with Contractor executed May 12, 2023 under Contract Number 10165 for the roofing services (hereinafter referred to as "Original Contract"), which is incorporated herein by this reference; and

Whereas, the initial term of the Original Contract is one year after its date of execution and, subject to the County's sole discretion, the Contract may be renewed by the County in one-year increments for up to four additional years beyond the initial term of the Contract only if no change in price is proposed by the Contractor; and

Whereas, the initial term ends May 12, 2024; and

Whereas, this is the first renewal of the Original Contract and the parties hereto desire to renew the term of the Original Contract for an additional period of one (1) year.

Now, therefore, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The above recitals are true and correct and are incorporated into this First Renewal by this reference.

2. Notice is hereby given to the Contractor by the County that the Original Contract is hereby renewed pursuant to the notification provision set forth therein for an additional one-year period, continuing through May 12, 2025.

3. All terms and conditions of the Original Contract, and any amendments or modifications made thereto, which are incorporated herein by this reference, that are not inconsistent with the provisions of this First Renewal shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, on the date last signed below, the parties have caused this Agreement to be executed by their duly authorized representatives.

WITNESS:

BREVARD COUNTY, FLORIDA

By: Frank Abbate

Frank Abbate, County Manager

Date: 05/07/2024

As approved by the Board on 08/30/2022

Reviewed for legal form and content solely for Brevard County:

Deputy County Attorney

HAMILTON ROOFING INC.

By:

Anthony C. Hamilton, President

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30 day of April, 2024 by Anthony C. Hamilton, President of Hamilton Roofing Inc., a Florida Profit Corporation, on behalf of the corporation. He is personally known to me or has produced personally known as identification.

[Notary Seal]

VIRGINIA ANNE WARD
Notary Public - State of Florida
Commission # HH 276492
My Comm. Expires Jun 14, 2026
Bonded through National Notary Assn.

Notary Public Signature

Name typed, printed or stamped

My Commission Expires: 6/14/26

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Tech Systems, Inc	**2. Amount:** $ N/A
3. Fund/Account #: Varies	**4. Department Name:** Public Works
5. Contract Description: Renewal of Continuing Roofing Contract	
6. Contract Monitor: Sandra Blanton	**8. Contract Type:** CONSTRUCTION
7. Dept/Office Director: Marc Bernath	
9. Type of Procurement: Request for Qualifications (RFQ)	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE
User Agency	☐	☐	
Purchasing	☐	☐	
Risk Management	☐	☐	
County Attorney	☐	☐	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE
User Agency	☑	☐	Scott, Jeanette — Digitally signed by Scott, Jeanette Date: 2024.04.29 21:39:32 -04'00'
Purchasing	☑	☐	Wall, Katherine — Digitally signed by Wall, Katherine Date: 2024.04.15 13:51:05 -04'00'
Risk Management	☑	☐	Watson, Michael — Digitally signed by Watson, Michael Date: 2024.04.22 12:45:33 -04'00'
County Attorney	☑	☐	Esseesse, Alexander — Digitally signed by Esseesse, Alexander Date: 2024.04.30 14:42:41 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status, Title, Type, and Amount	☐
Storage Location (SAP)	☐
Contract Approval Date, Effective Date, and Expiration Date	☐
Contract Absolute End Date (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐

First Renewal to Continuing Roofing Contract

This First Renewal is made and entered into the date of last signature below, by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Tech Systems, Inc., an entity authorized to do business in the State of Florida (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, the County has previously entered into agreement with Contractor executed May 12, 2023 under Contract Number 10167 for the roofing services (hereinafter referred to as "Original Contract"), which is incorporated herein by this reference; and

Whereas, the initial term of the Original Contract is one year after its date of execution and, subject to the County's sole discretion, the Contract may be renewed by the County in one-year increments for up to four additional years beyond the initial term of the Contract only if no change in price is proposed by the Contractor; and

Whereas, the initial term ends May 12, 2024; and

Whereas, this is the first renewal of the Original Contract and the parties hereto desire to renew the term of the Original Contract for an additional period of one (1) year.

Now, therefore, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The above recitals are true and correct and are incorporated into this First Renewal by this reference.

2. Notice is hereby given to the Contractor by the County that the Original Contract is hereby renewed pursuant to the notification provision set forth therein for an additional one-year period, continuing through May 12, 2025.

3. All terms and conditions of the Original Contract, and any amendments or modifications made thereto, which are incorporated herein by this reference, that are not inconsistent with the provisions of this First Renewal shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, on the date last signed below, the parties have caused this Agreement to be executed by their duly authorized representatives.

WITNESS:

BREVARD COUNTY, FLORIDA

By: _____
Frank Abbate, County Manager

Date: 05/07/2024

As approved by the Board on 08/30/2022

Reviewed for legal form and content solely for Brevard County:

_____
Deputy County Attorney

TECH SYSTEMS, INC.

By: _____
Thomas Camp, President

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 1st day of May, 2024 by Thomas Camp, President of Tech Systems, Inc., a Florida Profit Corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public State of Florida
Amanda Lopez
My Commission
HH 241161
Exp. 3/15/2026

Notary Public Signature

_____

Name typed, printed or stamped

My Commission Expires: 3/15/2026

BREVARD COUNTY

PUBLIC WORKS DEPARTMENT

CONTINUING ROOFING CONTRACTING CONTRACT

Brevard County Public Works Department
2725 Judge Fran Jamieson Way, Room A-201
Viera, Florida 32940

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CONTINUING ROOFING CONTRACTING SERVICES CONTRACT

THIS CONTRACT is entered into the date of last signature below, by and between **Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the "COUNTY"), and **Tech Systems, Inc.**, a business having its principal address at 2001 Hughes Road, Melbourne, FL 32935 (hereinafter the "CONTRACTOR").

WHEREAS, the COUNTY has a need for the services of a contractor to provide continuing roofing contracting services under a continuing contract; and

WHEREAS, the COUNTY issued a Request for Qualifications RFQ-6-22-13 for such services and has selected the CONTRACTOR to provide said services under a continuing contract and has selected the CONTRACTOR to perform services on a continuing consultant basis in accordance with Florida law and Brevard County policies; and

WHEREAS, this is an agreement for roof contracting services for projects that may be funded or submitted for reimbursement by/through the Federal Emergency Management Agency, as outlined herein, and, as a result, the Parties agree and acknowledge that applicable Federal regulations must be followed.

NOW, THEREFORE, in consideration of the mutual agreement hereinafter contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the COUNTY hereby retains the CONTRACTOR and the CONTRACTOR hereby covenants to provide continuing roofing contracting services as prescribed herein.

SECTION I - GENERAL IDENTIFICATION OF SERVICES

All continuing contracting services provided by the CONTRACTOR for the COUNTY shall be identified in Proposal format. Proposals shall include a detailed description of the roofing services to be performed including, but not limited to, square footage, proposed schedule for compensation based on negotiated hourly rates, the proposed number of man hours for each category of labor, the number of workers in each category of labor to be dedicated to the particular work/project from **Attachment B** Pricing Sheet to be assigned to the Work, a projected schedule for completion of the Work, and any other terms or conditions specific to the Work to be performed by the CONTRACTOR, including terms that may be specific to projects that may be funded or submitted for reimbursement by/through the Federal Emergency Management Agency. A Proposal submitted to the COUNTY shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by an authorized representative of the Brevard County Board of County Commissioners, and where approved by Board action, if applicable. The written Notice to Proceed and specific Proposal, as approved by the COUNTY, shall together constitute an agreement that shall be governed by the terms and conditions of this Contract, unless stated otherwise.

Contract Documents shall include (as applicable): bid advertisement; bid instructions; bid; bid bond; this Contract, including the Federal Emergency Management Agency (FEMA) Clauses and Certifications; bonds; general conditions; special conditions; technical specifications; addenda; drawings; permits; certificate(s) of insurance; and change orders. The FEMA Clauses and Certifications included herein, or attached hereto, control over any conflicting clauses contained within the separate agreements, covering the work for each Project, between the COUNTY and the CONSULTANT, when the Work involved will be submitted by/through FEMA for reimbursement to the COUNTY. The FEMA Clauses and Certifications are attached hereto, and incorporated by this reference, as **Attachment A.** In all other cases, if any conflicts exist between the Contract Documents, the following order of precedence shall apply (as applicable): (1) change orders; (2) addenda (with those of later date having precedence over those of earlier date); (3) this Contract; (4) drawings; (5) technical specifications; (6) special conditions; (7) permits; (8) the COUNTY'S RFQ-6-22-13; (9) bid instructions and advertisement; (10) CONTRACTOR'S Response; (11) construction bond; (12) other bonds; and (13) certificate(s) of insurance.

Preventative Maintenance will be performed at each facility, based on pricing in **Attachment B** Pricing Sheet, upon notification from the COUNTY.

The CONTRACTOR shall not be authorized to begin any work unless all required Certificates of Insurances and applicable endorsement pages (including any replacement coverage for expired or cancelled policies) have been received and approved by the COUNTY.

SECTION II – COUNTY/CONTRACTOR OBLIGATIONS - RECORDS

The COUNTY shall furnish to the CONTRACTOR, upon request, any plans/drawings/data available in the COUNTY'S files pertaining to the work to be performed under this Contract. However, pursuant to Section 119.071, Florida Statutes, certain building plans, blueprints, schematic drawings and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the COUNTY are exempt from disclosure. These documents, while exempt and/or confidential from release under the State's public records law, are provided to the CONTRACTOR as a receiving entity in order to perform its duties and responsibilities under this Contract. The CONTRACTOR understands it is required to treat the above records as exempt and/or confidential from public records and in no case shall release such record without written authorization from the COUNTY following any request for such information.

SECTION III - CONTINUING ROOFING CONTRACTING SERVICES

Upon receipt of a Notice to Proceed, CONTRACTOR agrees to perform all services associated with the requested Work in accordance with the terms of this Contract, the negotiated terms of the applicable approved Proposal, and in accordance with accepted professional standards and practices.

In connection with continuing roofing contracting services to be rendered pursuant to this Contract, the CONTRACTOR further agrees to:

A. Maintain an adequate staff of qualified personnel.
B. Comply with all federal, state and local laws, rules, and regulations applicable to the work.
C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
D. Cooperate and coordinate with other COUNTY contractors, as directed by the COUNTY.
E. Report the status of the work to the COUNTY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the COUNTY or its authorized agent at any time.
F. Submit to COUNTY field observations, reports, and other data representative of the work's progress. Submit for COUNTY approval the final work product upon incorporation of any modifications requested by the COUNTY during any previous review.
G. Certify to the COUNTY that all materials supplied to the Brevard County Board of County Commissioners is 100% asbestos-free.

SECTION IV - TIME OF COMPLETION

The services to be rendered by the CONTRACTOR for each section of the Work shall commence upon receipt of a written Notice to Proceed from the COUNTY subsequent to the execution of this Contract, and shall be completed within the time stated in the approved Proposal. Preventative Maintenance Services shall be completed upon request from the COUNTY. Preventative Maintenance Report and invoice for services shall be submitted within ten (10) days of completion of the Work to facilities.accounts@brevardfl.gov.

SECTION V - COMPENSATION

The COUNTY agrees to pay and the CONTRACTOR agrees to accept, for services rendered pursuant to this Contract, fees and other compensation computed in accordance with the methods outlined in **Attachment B** – "Pricing Sheet", and as specified in an approved Proposal:

A. Hourly Rate - the CONTRACTOR shall be compensated per the attached Pricing Sheet (**Attachment B**) the negotiated hourly rate for each hour of time engaged directly in the work. The CONTRACTOR will provide a detailed

breakdown for hours spent on each individual project.

B. Reimbursable Expenses - The CONTRACTOR shall be compensated for certain work-related expenditures not covered by fees for contracting services, provided such expenditures are previously authorized, in writing, by the COUNTY in an approved Proposal. Miscellaneous expenses such as fax, telephone, copies and tolls will not be included as reimbursable expenses. Upon receipt of satisfactory back up materials, the CONTRACTOR will be compensated for such pre- approved reimbursable expenses on a direct cost basis.

C. At least thirty (30) days prior to each anniversary date of this Contract either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate schedule shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONTRACTOR shall be subject to the prior written approval of the COUNTY.

D. In the event CONTRACTOR experiences any delay resulting from circumstances beyond its control, or a change in the scope of work which will result in an increase or decrease in a Proposal's price or time, CONTRACTOR shall provide immediate notice to the COUNTY for consideration of modification to compensation or time. Additional compensation shall be limited to direct costs resulting from the delay or change in work as provided in this Section.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the COUNTY shall make monthly payments or partial payments to the CONTRACTOR for all authorized work in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq.

A. The CONTRACTOR shall submit one (1) original, signed Applications for Payment to the COUNTY. Invoices for Preventative Maintenance Services shall also be submitted.

B. The amount of each Payment Application submitted shall be the amount due for all services performed to date in connection with authorized Work, as certified by the CONTRACTOR. Each Payment Application shall include any authorized reimbursable expenses and must reference the particular Proposal/Project which authorized the services performed. The Payment Application shall be accompanied by copies of invoices for reimbursable

expenses, including materials stored on site.

C. Payment Applications shall include a breakdown for each part of the Work billed for each item and personnel as identified on the Pricing Sheet (**Attachment B**).

D. The CONTRACTOR shall be responsible for submitting original Releases of Liens to the COUNTY for all Notices to Owner on file with the COUNTY. Original, notarized Releases must be received by the COUNTY before payments will be processed.

SECTION VII - SCHEDULE OF WORK

The COUNTY shall have the right to determine which units or sections of the work the CONTRACTOR shall proceed with first and in what order the work shall occur.

SECTION VIII - RIGHT OF DECISIONS

All services shall be performed by the CONTRACTOR to reasonable professional standards and practices and to the requirements of the COUNTY. The Facilities Manager, or designee, shall decide and dispose of all claims, questions and disputes arising under this Contract. In the event the CONTRACTOR does not concur with the decision of the Facilities Manager, or designee, the CONTRACTOR shall present any such objections in writing to the Central Services Department Director within ten (10) calendar days and request the issues be referred to a review board of three (3) members selected by the County Manager from Department Directors and Assistant County Managers for review and disposition at a hearing to be held within ten (10) calendar days after receipt of the request for review. This Section does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONTRACTOR goes through the review process established in this Contract and provided further that the CONTRACTOR strictly abides by the ten (10) day time deadline set forth in this Section.

SECTION IX - OWNERSHIP OF DOCUMENTS

Possession of all reports, tracing, plans, specifications, maps, contract documents and/or other work products developed by the CONTRACTOR pursuant to this Contract shall remain with the CONTRACTOR. The COUNTY retains the right of use of such documents at its own risk. When each individual section of work requested pursuant to this Contract is complete, all of the above work products shall be delivered to the COUNTY for its use. Notwithstanding the above paragraph, the CONTRACTOR understands its obligations and responsibilities under Section II of

this Contract.

SECTION X - NOTICES

Any notices from the CONTRACTOR to the COUNTY shall be considered delivered when posted by regular mail, email, or delivered in person to Brevard County Public Works Department/Facilities at the following address:

Brevard County
Public Works Department
2725 Judge Fran Jamieson Way, Building A, Room 201
Viera, Florida 32940

Any notices from the COUNTY to the CONTRACTOR shall be considered delivered when posted by regular mail to the CONTRACTOR at the last address left on file with the COUNTY or delivered by email or in person to said CONTRACTOR.

SECTION XI - AUDIT RIGHTS

The COUNTY or any of its duly authorized representatives reserves the right to audit the records of the CONTRACTOR related to this Contract at any time during the prosecution of the work included herein and for a period of five (5) years after final payment is made.

Both parties understand that the COUNTY is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. “Public Records” are defined as “all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.” Section 119.011(12), Florida Statutes, as may be amended.

Pursuant to Chapter 119, Florida Statutes, generally, and Section 119.0701, Florida Statutes, specifically, if records created by the COUNTY or the CONTRACTOR related to the performance of the services under this Contract do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by the CONTRACTOR or the COUNTY- must be provided to anyone making a public records request. It will be the CONTRACTOR’S duty to identify any information in records created by the CONTRACTOR which it deems is exempt under Florida or federal law and identify the specific statutory cite which allows the information be held exempt and/or confidential.

A request to inspect or copy public records relating to this Contract must be made directly to the COUNTY. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request,

and the CONTRACTOR must provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for by law and COUNTY Board Policies and Administrative Orders.

Should any person or entity make a public records request of the COUNTY which requires or would require the COUNTY to allow inspection or provide copies of records which the CONTRACTOR maintains are exempt under the Public Records Law or otherwise confidential, it shall be the CONTRACTOR'S obligation to provide the County within a reasonable time of notification by the COUNTY to the CONTRACTOR of the records request, of the specific exemption or confidentiality provision to allow the COUNTY to comply with the requirements Sections 119.07(1)(e) and (f), Florida Statutes. Should the COUNTY face any kind of legal action to require or enforce inspection or production of any records provided by the CONTRACTOR to the COUNTY which the CONTRACTOR maintains are exempt or confidential from such inspection/production as a public record, the CONTRACTOR shall hire and compensate attorney(s) who shall represent the interests of the COUNTY as well as the CONTRACTOR in defending such action. The CONTRACTOR shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to Section 119.12, Florida Statutes.

Should the CONTRACTOR fail to provide the public records to the COUNTY within a reasonable time, the CONTRACTOR is subject to penalties under Section 119.10, Florida Statutes.

The CONTRACTOR shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the COUNTY.

Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon

request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (321) 617-7202; robert.hendricks@BREVARDFL.GOV; 2725 JUDGE FRAN JAMIESON WAY, SUITE A207, VIERA, FLORIDA 32940

SECTION XII - SUBCONTRACTING

The CONTRACTOR shall not subcontract, assign, or transfer any work under this Contract without the prior written approval of the COUNTY. When applicable, the CONTRACTOR shall include/disclose the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be included in any applicable proposal for Work identifying the Work or service to be provided by the subcontracted firm.

SECTION XIII - CONTINGENT FEES

The CONTRACTOR represents that no person or company was employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employee, any fee commission, contribution, donation, gift or any other consideration, contingent upon, or resulting from award of this Contract. For any breach violation of this provision, the COUNTY shall have the right to terminate this Contract, without liability, and, at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION XIV - TERMINATION/MODIFICATION OF CONTRACT

A. The COUNTY or the CONTRACTOR may terminate, with or without cause, this Contract upon thirty (30) days written notice, provided that any outstanding approved Project, upon which a Notice to Proceed has been issued, is completed by the CONTRACTOR.

B. In the event of termination by either party, the COUNTY'S sole obligation to the CONTRACTOR shall be payment for those portions of satisfactorily, completely performed work previously authorized by approved Proposal. Such payment shall be determined on the basis of hours of work performed by the

CONTRACTOR and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

C. The terms of this Contract may be modified upon the mutual agreement of the CONTRACTOR and the COUNTY as confirmed in writing.

D. In the event that the CONTRACTOR changes its name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Contract subject to the terms prescribed above.

SECTION XV - DURATION OF CONTRACT

This Contract shall remain in full force and effect for a period of one (1) year after the date of last execution below; however, the CONTRACTOR shall complete any work for which a Notice to Proceed has been issued within this one-year period in accordance with the terms of the Notice to Proceed, and shall be compensated pursuant to **Attachment B**. The performance of specially and properly authorized projects may extend beyond the Contract's effective term and shall be compensated in accordance with Section V hereof. In addition, subject to the COUNTY'S sole discretion, this Contract may be renewed in one (1) year increments for up to four (4) additional years beyond the initial one (1) year period of the Contract only if no change in price is proposed by the CONTRACTOR. Modifications and/or changes to this Contract, including **Attachment B** Pricing Sheet, will require approval by the COUNTY.

SECTION XVI - DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this Contract, the COUNTY may declare the CONTRACTOR in default by written notification. In the event partial payment has been made for services not completed, the CONTRACTOR shall return any sums due to the COUNTY as a result of CONTRACTOR'S default within ten (10) days after notice and demand that said sums are due. The CONTRACTOR shall not be compensated for any deficient services which have been performed at the time the COUNTY declares a default. The COUNTY shall pay for only that portion, if any, of the satisfactorily performed work which is used or useful by any other consultant retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs over those set forth in the CONTRACTOR'S canceled Proposal.

Any default by the COUNTY for cause, which is later determined to be invalid, shall be considered a termination by the COUNTY as provided in Section XIV.

SECTION XVII - INDEMNIFICATION AND INSURANCE

The CONTRACTOR shall provide insurance policies with insurers acceptable to the COUNTY as follows:

- General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

- Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

- Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. The Contractor shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.

- Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project for projects in which the cost is $100,000 or more.

Contractor hereby agrees to waive rights of subrogation which any insurer of the Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

The CONTRACTOR shall provide the COUNTY with Certificates of Insurance and endorsement pages on all policies of insurance within ten (10) days of execution of this Contract, and any renewals thereof within ten (10) days of renewal. The Certificates of Insurance will provide that the COUNTY is endorsed as an additional insured. With respect to Workers Compensation coverage, as an alternative to naming the County as an additional insured, the insurer can provide a waiver of all rights of subrogation against the County for losses paid for workers compensation. The COUNTY shall be entitled to thirty (30) days written notice from the insurer of any changes or cancellations of said policies which shall be provided for on the Certificate of Insurance. These insurance requirements shall not relieve or limit the liability of the

CONTRACTOR. The COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the CONTRACTOR'S interests or liabilities, but are merely minimums.

The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless against any and all claims, causes of action or liability for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom to the extent caused by any negligent, recklessness, or intentionally wrongful acts, errors or omissions of the CONTRACTOR, or any of its employees, subcontractors, or agents. The CONTRACTOR agrees to indemnify and pay on behalf of the COUNTY the cost of the COUNTY'S reasonable legal defense of all claims described herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy. It is agreed by the parties hereto that specific consideration has been paid under this Contract for this hold harmless provision.

Nothing contained herein is intended to nor shall it constitute a waiver of sovereign immunity of the COUNTY or the protections of or limits on the amounts established pursuant to Section 768.28, Florida Statutes.

SECTION XVIII - QUALITY CONTROL

The CONTRACTOR shall provide a high level of quality control and accuracy. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected and/or the data analysis is found to be accurate and reasonable, the CONTRACTOR shall be compensated for the additional work in accordance with Section V of this Contract.

The CONTRACTOR acknowledges that the COUNTY will periodically evaluate the CONTRACTOR'S performance and that the evaluation will be used by the COUNTY in determining the CONTRACTOR'S qualifications for future work under this Contract with the COUNTY and for future contracts with the COUNTY.

SECTION XIX - NON-EXCLUSIVE CONTRACT

The parties acknowledge that this Contract is not an exclusive Contract, and the COUNTY may employ other contractors, engineers, professional or technical personnel to furnish services for the COUNTY, as the COUNTY, in its sole discretion, finds is in the public interest.

The COUNTY reserves the right to assign such work to the CONTRACTOR as it may approve in the sole discretion of the COUNTY.

SECTION XX - TRUTH IN NEGOTIATIONS

The CONTRACTOR agrees to execute a truth-in-negotiations certificate (**Attachment C**) and agrees the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXI - INTEREST OF OFFICERS AND OTHERS

No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION XXII - INTEREST OF CONTRACTOR

The CONTRACTOR covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract no person having any such interest shall be employed.

SECTION XXIII - ASSIGNMENT AND GOVERNING LAW

Neither the COUNTY nor the CONTRACTOR shall assign its interest in this Contract without the written consent of the other except as to the assignment of proceeds. This Contract shall be governed by the Laws of the State of Florida.

SECTION XXIV – VENUE

Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida. **ANY TRIAL SHALL BE NON-JURY.**

SECTION XXV - SEVERABILITY

If any provision of this Contract is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired.

SECTION XXVI – ATTORNEY'S FEES

In the event either party must undertake legal action to enforce any provision

of this contract, each party shall bear their own attorney's fees and costs, and any trial shall be non- jury.

SECTION XXVII - ENTIRETY OF CONTRACT

This writing, together with the original Request for Qualifications, Addenda, approved Proposals and signed Notice to Proceeds that may follow, embody the entire Contract and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change or modification of the terms of this Contract shall be valid unless made in writing, signed by both parties hereto as an addendum to this Contract.

SECTION XXVIII – UNAUTHORIZED ALIEN WORKERS; EMPLOYMENT VERIFICATION

The COUNTY will not intentionally award publicly funded contracts to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274(e) of the Immigration and Nationality Act (INA)). The COUNTY shall consider the employment by the CONTRACTOR of unauthorized aliens a violation of Section 274(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of this Contract by the COUNTY.

The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the Contract; and shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

The COUNTY shall terminate this Contract if it has good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes. The COUNTY shall have available to it any remedies outlined in Section 448.095, Florida Statutes, and otherwise authorized by law or in equity, including immediate termination of this Contract. The CONTRACTOR may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify System, a person who is not eligible for employment is hired or employed. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

SECTION XXIX – SCRUTINIZED COMPANIES

For contracts of any amount, if the COUNTY determines the CONTRACTOR submitted a false certification, Vendor Affidavit Regarding Scrutinized Company List, under Section 287.135(5), Florida Statutes, or if the CONTRACTOR has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the COUNTY shall either terminate the Contract after it has given the CONTRACTOR notice and an opportunity to demonstrate the Owner's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4), Florida Statutes, are met. For Contracts $1,000,000 and greater, if the COUNTY determines the CONTRACTOR submitted a false certification under Section 287.135(5), Florida Statutes, or if the CONTRACTOR has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the COUNTY shall either terminate the Contract after it has given the CONTRACTOR notice and an opportunity to demonstrate the Owner's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4), Florida Statutes, are met.

SECTION XXX – INDEPENDENT CONTRACTOR

The COUNTY contracts for the services of the CONTRACTOR as an independent contractor, and not as an employee. Nothing in this contract shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the authority to enter into any contract of any kind on behalf of the other, or to bind or obligate the other to any third party. As an independent contractor, CONTRACTOR is not entitled to any of the rights, privileges, or benefits of COUNTY employees.

SECTION XXXI – DISPUTE RESOLUTION

A. If COUNTY object to all or any portion of an invoice, the COUNTY shall so notify the CONTRACTOR and indicate in writing what corrective action is required of CONTRACTOR. If a dispute over an invoice occurs, the Parties will work to resolve the dispute in accordance with Brevard County Administrative Order AO-33 and Section 218.76, Florida Statutes.

B. To the extent the COUNTY requests CONTRACTOR to perform services that the CONTRACTOR believes are not described in a notice to proceed or Task Order, or with respect to which there is a disagreement between the Parties as to whether or not the services are already required, then the

CONTRACTOR will follow COUNTY'S written directive provided it is without prejudice to CONTRACTOR'S right to seek additional compensation from COUNTY. CONTRACTOR shall only provide such service upon receipt of a written COUNTY directive/Notice to Proceed to explicitly perform such service. The COUNTY'S delivery of such written directive/notice to proceed to explicitly perform such service. The COUNTY'S delivery of such written directive/notice to proceed following CONTRACTOR'S notification shall be without prejudice to COUNTY'S right to maintain that such services do not constitute the basis for additional compensation under the applicable Task Order.

C. Waiver. The waiver by either Party of the other Party's obligations or duties under this Contract shall not constitute a waiver of any other obligation or duty of the other Party under this Contract, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

SECTION XXXII – INTERPRETATION

Both Parties have had the opportunity to consult with legal counsel. Consequently, this Contract shall not be more strictly or more harshly construed against either Party as the drafter.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties, through their authorized representatives, have hereunto set their hands and seals on the day and year last written below. This Contract may be executed in counterparts, each of which shall be deemed an original and together shall constitute an original Contract.

WITNESS:

BREVARD COUNTY, FLORIDA

By: _____
Frank Abbate, County Manager
Date: 5/12/23
As approved by the Board on 08/30/2022

Reviewed for legal form and content
for Brevard County:

_____
Deputy County Attorney

TECH SYSTEMS, INC.

By: _____
Jennifer Hillhouse, Vice President

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2023 by Jennifer Hillhouse, Vice President of Tech Systems, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

_____
Notary Public Signature

_____
Name typed, printed or stamped

My Commission Expires: _____

IN WITNESS WHEREOF, the parties, through their authorized representatives, have hereunto set their hands and seals on the day and year last written below. This Contract may be executed in counterparts, each of which shall be deemed an original and together shall constitute an original Contract.

WITNESS:

BREVARD COUNTY, FLORIDA

_____

By: _____
Frank Abbate, County Manager

Date: _____

As approved by the Board on 08/30/2022

Reviewed for legal form and content
for Brevard County:

_____
Deputy County Attorney

TECH SYSTEMS, INC.

By: Jennifer Hillhouse
Jennifer Hillhouse, Vice President

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of May, 2023 by Jennifer Hillhouse, Vice President of Tech Systems, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public State of Florida
Amanda Lopez
My Commission
HH 241161
Exp. 3/15/2026

Amanda Lopez
Notary Public Signature

Amanda Lopez
Name typed, printed or stamped

My Commission Expires: 3/15/2026

ATTACHMENT A
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS[1]

During the performance of this contract, the Consultant and/or Contractor (hereinafter Consultant/Contractor) agrees as follows:

1. **Contract Work Hours and Safety Standards Act.**
   Any contract in an amount in excess of $100,000 is subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this section, the terms *laborers* and *mechanics* include watchmen and guards.

   a. Overtime requirements. No Consultant/Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph a. of this section the Consultant/Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant/Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a of this section.

   c. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant/Contractor or subcontractor under any such contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant/Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant/Contractor or subcontractor for unpaid

[1] Updated 1/30/2023. Applicable to awards on or after November 12, 2020 per June 2021 Procurement Disaster Assistance Team (PDAT) Contract Provisions Guide.

wages and liquidated damages as provided in the clause set forth in paragraph b of this section.

d. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a through d of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a through d of this section.

2. <u>Equal Employment Opportunity provisions</u>:

During the performance of this contract, the Consultant/Contractor agrees as follows:

a. The Consultant/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Consultant/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Consultant/Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant/Contractor's legal duty to furnish information.

d. The Consultant/Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Consultant/Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Consultant/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Consultant/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant/Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Consultant/Contractor will include the portion of the sentence immediately preceding paragraph a and the provisions of paragraphs a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant/Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant/Contractor may request the United States to enter into such litigation to protect the interests of the United States. The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government

which does not participate in work on or under the contract.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultant/Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant/Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultant/Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the County; and refer the case to the Department of Justice for appropriate legal proceedings.

3. <u>Clean Air Act and the Federal Water Pollution Control Act</u>

Contractor shall comply with the following on all contracts in excess of $150,000:

a. <u>Clean Air Act</u>

(1) The Consultant/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant/Contractor agrees to report each violation to the COUNTY and understands that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.

(3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

(1) The Consultant/Contractor agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Consultant/Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(4) The Consultant/Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

4. Suspension and Debarment:

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant/Contractor is required to verify that none of the Consultant/Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) ordisqualified (defined at 2 C.F.R. § 180.935).

b. The Consultant/Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant/Contractor didnot comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, inaddition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

6. Certification for Contracts, Grants, Loans, and Cooperative Agreements

Contractor must submit this certification for each bid or offer exceeding $100,000.

The Consultant/Contractor certifies, to the best of his or her knowledge, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Consultant/Contractor certifies or affirms the truthfulness and accuracy of

each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

	5/2/2023	Thomas Camp, President
Signature	Date	Name and Title

7. Procurement of Recovered Materials:

In the performance of this contract, the Consultant/Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

a. Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

c. The Consultant/Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. Additional FEMA Requirements:

a. Access to Records
   (1) In addition to being subject to Chapter 119, Florida Statutes, the Consultant/Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the Consultant/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
   (2) The Consultant/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
   (3) The Consultant/Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
   (4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, the County and the Consultant/Contractor acknowledges and agrees that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. DHS (Department of Homeland Security) Seal, Logo and Flags

The Consultant/Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Consultant/Contractor shall include this provision in any subcontracts.

c. Compliance with Federal Law, Regulations and Executive Orders

The Consultant/Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of thecontract. The Consultant/Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

d. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant/Contractor, or any other party pertaining to any matter resulting from the contract.

e. Affirmative Socioeconomic Steps (when subcontractors are to be let by Consultant/Contractor)

If subcontractors are to be let, the Consultant/Contractor is required to take all necessary steps identified in 2 C.F.R. 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

f. License and Delivery of Works Subject to Copyright and Data Rights

The Consultant/Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant/Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant/Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

9. Fraud and False or Fraudulent or Related Acts:
The Consultant/Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant/Contractor's actions pertaining to this contract.

10. Davis-Bacon Act (when applicable)

Contractor shall comply with the following provisions for any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions required by the applicable Federal grant program. These provisions are subject to any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor:

a. Minimum wages.

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant/Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage

determination (including any additional classification and wage rates conformed under paragraph a.(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant/Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(ii) The classification is utilized in the area by the construction industry; and
(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Consultant/Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Consultant/Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting

officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs a.(2)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant/Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Consultant/Contractor does not make payments to a trustee or other third person, the Consultant/Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Consultant/Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant/Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b. Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Consultant/Contractor under this contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant/Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant/Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Consultant/Contractor during the course of the work and preserved for a

period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant/Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

(A) The Consultant/Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Consultant/Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Consultant/Contractor is responsible for the submission of copies of payrolls by all subcontractors. Consultant/Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract,

but if the agency is not such a party, the Consultant/Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Consultant/Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Consultant/Contractor to require a subcontractor to provide addresses and social security numbers to the prime Consultant/Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Consultant/Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph c.(2)(B) of this section.

(D) The falsification of any of the above certifications may subject the Consultant/Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3) The Consultant/Contractor or subcontractor shall make the records required under paragraph c.(1) of this section available for inspection,

copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Consultant/Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees -

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant/Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Consultant/Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant/Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice

classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Consultant/Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant/Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

e. Compliance with Copeland Act requirements. The Consultant/Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

f. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

g. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

h. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

i. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant/Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j. Certification of eligibility.

(1) By entering into this contract, the Consultant/Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Consultant/Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. <u>Copeland Anti-Kickback Act</u>

a. Contractor. The Consultant/Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

12. <u>Remedies</u>

a. If a remedies clause provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no remedies provision, then the following shall control:
   (1) the Consultant/Contractor's remedy for default by the County is a written request to the County Manager seeking the funds from the County for work completed in accordance with the terms of the contract. If the claim is denied or not paid as requested, then, within thirty (30) days, the Consultant/Contractor may file a claim for such funds in a court of competent jurisdiction. Such a claim may not include consequential or special damages and shall not exceed the total contract amount.
   (2) the County's remedy for default shall include termination of the contract and all remedies available to it at law that are necessary to make the County whole.

b. Force Majeure. If a force majeure provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no force majeure provision clause, then the following shall control: neither Party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to the following: Acts of God, hurricanes, tornado, lightning, or earthquake; strikes or lockouts; acts of war, civil insurrection, riots or terrorism; fire or flood not caused by the Party unable to perform; change in law not due to improper conduct or to any negligent or intentional act or omission on the part of the Party unable to perform; and global pandemics. Should the Consultant/Contractor be obstructed or delayed in the prosecution or completion of its services or work as a result of said unforeseeable causes beyond the control of the Consultant/Contractor and not due to its own, or any of its agents', fault or neglect, Consultant/Contractor shall, within 24 hours of the time the delay becomes apparent, notify the County of such delay in writing stating the cause or causes thereof, failing which the Consultant/Contractor shall waive any right the Consultant/Contractor may have to request a reasonable extension of time to complete the work required by the contract. Such reasonable extensions of time to complete the work shall be the

sole remedy of the Consultant/Contractor for such delays, and the Consultant/Contractor will not be entitled to any damages or any claim for extra compensation.

13. Termination for Cause

If a termination for cause provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for cause provision shall control. However, if there is no termination for cause provision, then the following shall control: either Party may terminate this contract for cause based upon the failure of the other Party to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the non-defaulting Party shall give the defaulting Party written notice specifying the Party's default. If within thirty (30) days after receipt of such notice, the defaulting Party shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the non-defaulting Party may, at its option, place the defaulting Party in default and the contract shall terminate on the date specified in such notice. In the case of termination notice issued by the County, the County may take over the work and cause it to be performed to completion by written agreement with a different contractor or otherwise. In such case, the County reserves all rights and remedies available, including, but not limited to, the right to recover the County's additional cost incurred in securing complete performance. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract. If, after the County's notice of termination for cause is issued, it is determined that Consultant/Contractor had not breached its contractual obligations, then the termination shall be deemed to be effected for the County's convenience.

14. Termination for Convenience

If a termination for convenience provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for convenience provision shall control. However, if there is no termination for convenience provision, then the following shall control: either Party may terminate this contract at any time by giving thirty (30) days written notice to the other Party of such termination. Such termination is effective upon the Party's receipt of the Notice of Termination. Upon receipt of such a notice, the Parties will discontinue all services affected, unless the notice directs otherwise. The Consultant/Contractor shall be entitled to payment for services rendered, to the extent work has been performed satisfactorily.

15. Prohibition on Contracting for Covered Telecommunications Equipment of Services

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and

telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph c. of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(A) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(B) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(C) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(D) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

(1) This clause does not prohibit contractors from providing—

(A) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(A) Covered telecommunications equipment or services that:
(i) Are not used as a substantial or essential component of any system; and
(ii) Are not used as critical technology of any system.

(B) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

(1) In the event the Consultant/Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Consultant/Contractor is notified of such by a subcontractor at any tier or by any other source, the Consultant/Contractor shall report the information in paragraph d.(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant/Contractor shall report the following information pursuant to paragraph d.(1) of this clause:

(A) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(B) Within 10 business days of submitting the information in paragraph (d)(2)(A) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant/Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Consultant/Contractor shall insert the substance of this clause, including this paragraph e., in all subcontracts and other contractual instruments.

16. Domestic Preferences for Procurement

As appropriate, and to the extent consistent with law, the Consultant/Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

17. Compliance with Federal Laws, Regulations and Executive Orders

This is an acknowledgement that financial assistance from FEMA or another Federal agency will be used to fund all or a portion of this contract. The Consultant/Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(SIGNATURE PAGE FOLLOWS)

Acknowledgement and Certification

THE CONSULTANT/CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT THE CONSULTANT/CONTRACTOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS REGULATIONS, ETC., AS SPECIFICALLY NOTED ABOVE.

Company Name Tech Systems Inc.

Address 2001 Hughes Road Suite 1

Melbourne, FL 32935

Telephone 321.259.2246 Fax 321.255.0291

Email Address info@techsystemsflorida.com

Name and Title of Authorized Signature Thomas Camp, President

Authorized Signature 

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
REQUIRED FOR CONTRACTS OVER $100,000

CONTRACTORS who apply or bid for an award of $100,000 or more shall fill out and return the following required certification to COUNTY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(SIGNATURE PAGE FOLLOWS)

The Consultant/Contractor, Tech Systems Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Company Name Tech Systems Inc.

Address 2001 Hughes Road Suite 1

Melbourne, FL 32935

Telephone 321.259.2246 Fax 321.255.0291

Email

Address info@techsystemsflorida.com

Name and Title of Authorized Signature Thomas Camp, President

Authorized Signature

ATTACHMENT B
Pricing Sheet

CONTINUING ROOFING CONTRACTING SERVICES
RFQ-6-22-13
BREVARD COUNTY'S PROPOSED RATES

POSITION	HOURLY RATE (Loaded rates to include labor, overhead, admin, etc.)
Foreman	**$55.00**
Roofer	**$50.00**
Roofer Apprentice	**$35.00**
Metal Installer	**$50.00**
Metal Installer Apprentice	**$35.00**
Laborer	**$35.00**

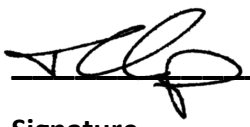
	RATE PER SQUARE FOOT
Annual Preventative Maintenance*(please see below)**	**$.030**
Annual Preventative Maintenance will be paid at $.03 per square foot to include a minimum rate of $300.00 and a maximum rate of $800.00 per Preventative Maintenance Inspection.	

	PERCENTAGE (%)
All materials furnished by the Contractor if and when requested by the Brevard County Public Works/Facilities Department shall be the Contractor's actual cost plus a percentage markup	**10%**

***Please note, "tree trimming" and "clean/unclog roof drains & gutters" has been removed from the "Annual Preventative Maintenance". These services will be issued via work orders dependent on the number of hours to complete each service.**

Tech Systems Inc.

Vendor Name



10/7/2022

Signature **Date**

Thomas Camp

President

Printed Name **Title**

ATTACHMENT C
Truth-In-Negotiations Certificate

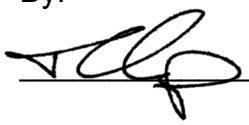
TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Tech Systems, Inc., hereby certifies that wage rates and other factual unit costs supporting the compensation for RFQ 6-22-13 Continuing Roofing Contracting Services to be provided under this Contract, concerning Tech Systems, Inc., are accurate, complete and current as of the time of contracting.

Contractor:

Tech Systems Inc.

By:



Print Name:

Thomas Camp

Title:

President

Date:

5/2/2023

ATTACHMENT D
Contractor Affidavit Regarding Scrutinized Company List

CONTINUING ROOFING CONTRACTING SERVICES
RFQ-6-22-13

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared Thomas Camp, who, being by me first duly sworn, made the following statement:

1. The Business address of Tech Systems Inc. (name of bidder or contractor) is 2001 Hughes Road Suite 1 Melbourne, FL 32935

2. My relationship to Tech Systems Inc. (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Tech Systems Inc. (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Tech Systems Inc. (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Tech Systems Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 25th day of July, 20 22.

(AFFIX SEAL or STAMP)

Notary Public

My commission expires: 3/15/2026

AMANDA LOPEZ
Notary Public - State of Florida
Commission # HH 241161
My Comm. Expires Mar 15, 2026

ATTACHMENT E
Disclosure Form Foreign Influence On Contracts Or Grants
Having A Value Of $100,000 Or More

CONTINUING ROOFING CONTRACTING SERVICES
RFQ-6-22-13
DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of $100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online:_____

Name of Bidder/Grantee:_____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

_____

Date of Receipt of the Contract/Grant or Gift:_____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name Tech Systems Inc.

Signature: _____ Date: 7/25/2022

Title: President

STATE OF FLORIDA

COUNTY OF Brevard

Sworn to and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 25th day of July, 2022, by (name of person making statement).

Amanda Lopez

[Notary Seal]

AMANDA LOPEZ
Notary Public - State of Florida
Commission # HH 241161
My Comm. Expires Mar 15, 2026

Notary Public

Amanda Lopez

Name typed, printed or stamped

My Commission Expires: 3/15/2026

X Personally Known OR _____ Produced Identification

Type of Identification Produced _____

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

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
1st AMENDMENT
Tech Systems, Inc.
Piggyback Agreement No. RFQ-6-22-13
Continuing Roofing Contracting Services

This First Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective May 12, 2024, by and between Brevard County Board of County Commissioners and Tech Systems, Inc. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Continuing Roofing Contracting Services as agreed upon under Piggyback Agreement RFQ-6-22-13, made effective January 18, 2024, by and between the City of Cocoa and Tech Systems, Inc. This renewal shall correspond with the renewal issued by Brevard County Board of County Commissioners and expire on September 30, 2024.

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

TECH SYSTEMS, INC	**CITY OF COCOA**
By: Jennifer Hillhouse (Print Name)	**By:** Stockton Whitten (Print Name)
Vice President (Title)	**City Manager** (Title)
Jennifer Hillhouse 5/15/2024 Signature / Date	5/15/2024 Signature / Date
	Attested By: City Clerk

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Gary Palmer, Facilities Manager

CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF THE

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES

PREPARED FOR

CITY OF COCOA
FLORIDA

VOLUME 1 OF 2
SPECIFICATIONS

For information regarding
this project, contact:

RICHIE ANGLEY, P.E.
200 S ORANGE AVE
SUITE 900
ORLANDO, FL 32801
407-903-5351

Jacobs

FEBRUARY 2024

BID DOCUMENTS

CITY OF COCOA

COCOA, FLORIDA

BIDDING REQUIREMENTS
AND
CONTRACT DOCUMENTS

for the construction of the

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES

Contract No. _____

****

****

Jacobs

Orlando

February 2024

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Project No. EGXL7403 Copy No. ___

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TECHNICAL

SPECIFICATIONS

SECTION 01 00 01
GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 DEFINITIONS

A. Owner: City of Cocoa Utilities Department.

B. Engineer: Jacobs Engineering Group, Inc.

C. Contractor: Entity under Contract to Owner to perform the Work and/or supply equipment.

D. Vendor: Entity under Contract to a Contractor to supply equipment.

E. Manufacturer: Entity who produces equipment supplied to the Project.

F. Project Site: Wewahootee Water Treatment Plant and Taylor Creek Reservoir Pump Station.

G. Project Name: Roof Replacement and Repair for Water Production Facilities.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. The completed Work will provide Owner with the following modifications:

1. Demolition, modification and renovation of the Wewahootee Water Treatment Plant Pump Building roof system and appurtenances as shown on the Drawings and specified herein.
2. Demolition, modification and renovation of the Taylor Creek Reservoir Pump Station roof system and appurtenances as shown on the Drawings and specified herein.

B. The Contractor shall be responsible for obtaining permits required for completion of the Work. The Contractor shall be responsible for completion of all permitting activities and for payment of all associated permitting fees.

C. The Contractor shall propose the Work sequence for approval by the Owner and Engineer. The Work sequence shall be determined at the sole discretion of the Owner. Roof replacement and repair work may be limited to one water production facility site at a time at the sole discretion of the Owner.

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D. Reasonably implied parts of the work shall be done though absent from the Contract Documents.

1. Any part of the Work that is necessary or required to make each installation satisfactorily and operable, even though it is not specifically included in the Specifications or shown on the Drawings, shall be performed as incidental work as if described in the Specifications and shown on the Drawings. The expense of such incidental work shall be included in the Contractor's proposal.

1.03 QUALITY CONTROL AND ASSURANCE

A. The Contractor shall have completed three projects in the last five years that included repair and/or replacement of roofing systems for a municipal water utility. Contractor shall provide listing of completed projects that meet this requirement and shall provide contact information for the project owner to confirm qualifications. Contractors that do not meet this requirement will not be qualified to bid on this Project or perform the work.

B. All Work is subject to Owner's quality assurance inspection and testing at all locations and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract Documents. The presence or absence of a quality assurance inspector does not relieve Contractor from any Contract requirement. Owner's quality assurance inspections and tests are for the sole benefit of Owner and do not:

1. Relieve Contractor of responsibility for providing adequate quality control measures;
2. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
3. Constitute or imply acceptance; or
4. Affect the continuing rights of Owner after acceptance of the completed Work.

1.04 DESIGN REQUIREMENTS

A. Where Contractor design is specified, design of installation, systems, equipment, and components, including supports and anchorage, shall be in accordance with provisions of the latest edition of the Florida Building Code.

1.05 PROJECT MEETINGS

A. The Contractor shall attend a pre-construction meeting with the Owner staff to review the following subjects, at a minimum:

1. Scope of work.

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2. Project schedule and sequencing of critical path work items.
3. Health and safety requirements including Contractor's safety plan and safety representative.
4. Communication and coordination procedures.
5. Submittal procedures.
6. Payment procedures.
7. Documentation procedures.
8. Project clarifications and changes procedures.
9. Use of site, access and security, staging areas, working hours, and temporary facilities.
10. Product delivery.

B. The Contractor shall attend regular progress meetings, conducted monthly, to review the Work progress, project schedule, submittal schedule, payment applications, contract modifications, and other matters needing discussion or resolution.

C. The Contractor shall attend other meetings as may be required by the Owner. Meetings may be required prior to equipment installation and prior to equipment startup to ensure coordination of Work activities with plant operations.

1.06 CONSTRUCTION PROGRESS DOCUMENTATION

A. The Contractor shall submit a project schedule for review and approval. The project schedule must be approved by Engineer and Owner prior to commencement of work at the job site. The project schedule must show the following activities at a minimum:

1. Notice to Proceed.
2. Submittals with review time.
3. Early procurement activities for long lead equipment and materials.
4. Specified work sequences and construction constraints. Submit a timeline for the specified work that provides a sequence of all construction activities.
5. Completion and Final Completion dates.
6. System startup summary.
7. Project close-out summary.
8. Demobilization summary.

B. The Contractor shall update the project schedule as required during construction and submit an updated project schedule at each progress meeting.

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C. Construction Photographs:

1. Photographically document all phases of the Project including preconstruction, construction progress, and post-construction.
2. Engineer shall have right to select subject matter and vantage point from which photographs are to be taken.
3. Digital Images: No post-session electronic editing of images is allowed. Stored image shall be actual image as captured without cropping or other edits.
4. Pre-construction and Post-construction: After Effective Date of the Agreement and before Work at Site is started, and again upon issuance of Substantial Completion, take a minimum of 48 photographs of Site and property adjacent to perimeter of Site. Photograph structures inside and outside of Site. Format: digital, minimum resolution of 5 Mb of color.
5. Construction Progress Photos: Photographically demonstrate progress of construction, showing every aspect of Site and adjacent properties as well as interior and exterior of new or impacted structures. Take minimum of 24 photographs weekly. Format: digital, minimum resolution of 5 Mb of color.
6. Documentation: Electronic images shall have date taken embedded into image. Archive using a commercially available photo management system that provides listing of photographs including date, keyword description and direction of photograph.
7. Contractor shall submit data electronically to a shared folder on a cloud drive or FTP site. Selection of cloud application used shall be at the sole discretion of the Owner.

1.07 COORDINATION

A. The Contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of public utility installations and structures; and shall, at all times in the performance of the work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the Owners thereof to that end.

B. The water treatment processes and water treatment facilities shall remain operational during construction. Any Work that requires shut down of the water treatment facilities or water treatment processes shall be coordinated with and approved by Owner before the Work can begin. Work shall be planned and coordinated with Owner to minimize interruptions to water treatment operations.

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C. The Contractor shall perform Work continuously during critical connections, changeovers, or approved shut-downs to prevent or minimize interruption of Owner's operations. When necessary, plan, design, and provide various temporary services, utilities, connections, temporary piping, access and similar items to maintain continuous operations of the Owner's facility.

D. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations.

E. The Contractor shall develop and maintain for the duration of the work a Safety Plan. The Contractor's Safety Plan shall comply with the Owner's safety rules while on the Owner's property. The Safety Plan must address working safely around active ammonium sulfate and sodium hypochlorite process equipment.

F. If the Contractor identifies conflicting information within the Contract Documents, the Contractor shall notify the Owner prior to further work in that area. If utility lines, or other equipment are encountered that are not indicated on the Contract Documents, the Contractor shall notify the Owner prior to further work in that area.

G. The Contractor shall replace, at their own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in the Drawings or Technical Specifications. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the Owner.

H. Relocation of Existing Facilities:

1. During construction, it is expected that minor relocations of Work will be necessary.
2. Provide complete relocation of existing equipment including piping, duct banks, electrical conduit and wiring, outlets, junction boxes, instrumentation, and other items as necessary.
3. Use only new materials for relocated equipment. Match materials of existing equipment.
4. Perform relocations to minimize downtime of existing facilities.
5. Install new portions of existing equipment in their relocated position prior to removal of existing equipment, unless otherwise accepted by Owner.

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1.08 TEMPORARY FACILITIES AND UTILITIES

A. Electric power will be available at or near the work location at no cost to the Contractor. Prior to use of electric power, the Contractor shall coordinate with and obtain approval from the Owner on the use of electric power including the type and amount required. Coordination and approval may be obtained in the pre-construction meeting.

B. The Contractor shall complete an application with the City of Cocoa for a temporary construction water meter and backflow preventer. The Contractor shall be responsible for payment for the water meter, backflow preventer and the water usage. Prior to use of water for construction, the Contractor shall coordinate with and obtain approval from the Owner on the use of water for construction including the pressure and volume required. Furnish and install temporary piping and facilities as required to transport water to the Work. The use of water for construction shall not result in hazardous conditions such as flooding or pollution.

C. No potable water is available at the Project Site. Make arrangements for and bear costs of providing water required for drinking by construction personnel during construction.

D. Furnish sanitary facilities in compliance with state and local health authorities. Use of Owner’s existing sanitary facilities by construction personnel will not be allowed.

E. Furnish, maintain, and operate temporary facilities as required to control erosion and sediment releases, and to protect the Work and existing facilities from flooding during construction period.

1.09 DEBRIS AND WASTE DISPOSAL FACILITIES

A. The Contractor shall provide trash and debris bins, dumpster, and containers for proper disposal of waste material. Coordinate location of waste containers and dumpsters with the Owner prior to delivery to the Project Site. Dispose of construction waste material in an authorized disposal area.

1.10 HANDLING AND STORAGE OF MATERIALS

A. Materials shall be so stored as to ensure the preservation of their quality and fitness for the Work. Private property shall not be used for storage purposes without the written permission of the Owner.

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B. Arrange deliveries of products in accordance with construction schedules. Coordinate to avoid conflict with work and conditions at the site.

1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
2. Immediately on delivery, inspect shipments to assure compliance with requirements of the Drawings, Technical Specifications and approved submittals; and that products are properly protected and undamaged.

C. Provide equipment and personnel to handle products by methods that will prevent soiling or damage to products or packaging.

D. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.

1. Store products subject to damage by the elements in weather tight enclosures.
2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.

E. All materials which, in the opinion of the Owner or Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the Work, and Contractor shall receive no compensation for the damaged material or its removal.

1.11 SUBMITTAL REQUIREMENTS

A. The Contractor shall submit a list of all anticipated submittals associated with the work on the Project.

B. The submittal numbering scheme shall be "Specification Section" – "Sequential Number" for that specific section. Resubmittals shall include letters in chronological order. For example:

1. The first submittal under Section 40 27 02, Process Valves and Operators would be submittal number 40 27 02-001. The second submittal would be number 40-27-002.
2. The first resubmittal for submittal number 40 27 02-001 would be 40 27 02-001A. The second resubmittal would be 40 27 02-001B.

C. Package submittal information by individual Specification section. Do not combine different Specification sections together in submittal package, unless otherwise directed in Specification.

D. Submitted data shall be fully sufficient in detail for determination of compliance with the Drawings and Technical Specifications.

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E. Review, acceptance, or approval of substitutions, schedules, Shop Drawings, lists of materials, and procedures submitted or requested by the Contractor shall not add to the Contract amount and all additional costs which may result therefrom shall be solely the obligation of the Contractor.

F. The Owner is not precluded, by virtue of review, acceptance, or approval, from obtaining a shared credit for construction savings resulting from allowed concessions in the Work or materials thereof.

G. No equipment or material for which listings, drawings, or descriptive material is required to be submitted shall be purchased or installed until the Contractor has provided a submittal and received written approval by the Engineer and Owner. The Contractor shall be responsible for and bear all costs of damages and errors which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by the Engineer of the required submittals.

H. No "Or-equal" material or equipment shall be installed without approval by the Owner. Should the Engineer or Owner find that the proposed product and/or service is not equal to that specified, Contractor shall provide the specified product without additional cost to the Owner. "Or-equals" for process equipment are acceptable only if a written request is approved by the Engineer of Record.

I. Submittal Procedure:

1. The Contractor shall submit Drawings and other descriptive data together in a Portable Document Format (PDF) with a letter of transmittal to the Engineer for review. Submittals will be distributed to the Owner and Engineer. The letter of transmittal shall contain:
    a. The name of the Project, project number and contract number;
    b. Date;
    c. Submittal number that will correspond to the Specification section.
    d. The name of the subcontractor, vendor or manufacturer and their address;
    e. A list of Drawings with numbers and titles;
    f. Identify and describe any deviations or exceptions taken from the Contract Documents.
2. Submitted Drawings or descriptive data will be stamped "Approved," "Approved As Noted," or "Revise and Resubmit" by the Engineer and returned to the Contractor.
    a. If a Drawing or other data is stamped "Approved," the Contractor may incorporate product(s) or implement Work covered by submittal.

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b. If a Drawing or other data is stamped “Approved As Noted,” the Contractor may incorporate product(s) or implement Work covered by submittal, in accordance with Engineer’s notations. Contractor shall make the corrections indicated and submit a corrected copy marked “For Field Use” to the Engineer.

c. If a Drawing or data is stamped “Revise and Resubmit,” the Contractor may not incorporate product(s) or implement Work covered by submittal. The Contractor shall make the necessary corrections and resubmit the documents as set forth in paragraph above. The letter of transmittal shall indicate that this is a resubmittal.

3. The Contractor, subcontractor or supplier shall revise and resubmit the working Drawings or data as required by the Engineer, until approval thereof is obtained.

J. The Engineer will act upon Contractor’s submittal and transmit response to Contractor not later than 15 working days after receipt. Time for review shall commence on Engineer’s receipt of submittal. Resubmittals will be subject to same review time. No adjustment of Contract Times or Price will be allowed as a result of delays in progress of Work caused by rejection and subsequent resubmittals.

K. Resubmittals: Clearly identify each correction or change made.

L. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor or supplier for resubmittal. Shop s shall be complete and detailed and shall consist of fabrication, erection, and setting drawings, manufacturer’s scaled drawings, and wiring and control diagrams. Equipment data shall include manufacturer’s catalog sheets, brochures, diagrams, illustrations and other standard descriptive data and shall be clearly marked to identify pertinent materials, products or models.

M. The review of submittals, Shop Drawings, equipment data, schedules, and/or O&M data by the Engineer or Owner will be general, and shall not be construed:

1. As permitting any departure from the Drawing and Technical Specification requirements.
2. As relieving the Contractor or supplier of responsibility for any errors, including details, dimensions, and materials.
3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

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N. The Contractor agrees that submittals processed by the Engineer do not become Contract Documents and are not Change Orders; that the purpose of the submittal review is to establish a reporting procedure and is intended for the Contractor’s convenience in organizing his work and to permit the Engineer to monitor the Contractor's progress and understanding of the design.

1.12 OPERATION AND MAINTENANCE DATA

A. Furnish one electronic version of the initial draft for review of a complete instruction manual for installation, operation, maintenance, and lubrication requirements for each component of mechanical and electrical equipment or system provided. Submit two hard copies and one electronic version of the final version. All equipment manufacturers and/or suppliers shall be made aware of these requirements and all associated costs shall be included in the costs for furnishing the equipment or system. Each instruction manual furnished shall be fixed in hard-back cover, which is clearly labeled to designate the system or equipment for which it is intended with reference to the building and equipment number, and the Specification section where the item is specified. Page numbers shall be included on every page of the manual.

B. Electronic versions shall be submitted in PDF format. All PDF electronic versions must be formatted to include bookmarks, it must be searchable and setup for easy reproduction.

C. Content for all O&M Manuals:

1. Neatly typewritten table of contents for each volume, arranged in systematic order.
    a. Contractor or Vendor, name of responsible principal, address and telephone number.
    b. A list of each product required to be included, indexed to content of the volume.
    c. List, with each product, name, address and telephone number of:
        1) Subcontractor or installer, manufacturer and supplier name, address and telephone number.
        2) A list of each product required to be included, indexed to content of the volume.
        3) Identify area of responsibility of each.
        4) Local source of supply for parts and replacement name, address and telephone number.
    d. Identify each product by product name and other identifying symbols as set forth in the Contract Documents.

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2. Product Data:
    a. Include only those sheets which are pertinent to the specific product.
    b. Annotate each sheet to:
        1) Clearly identify specific product or part installed.
        2) Clearly identify data applicable to installation.
        3) Delete references to inapplicable information.
    c. Operation and maintenance information as herein specified.
    d. Record Shop Drawings as submitted and approved with all corrections made for each product.
3. Drawings:
    a. Supplement product data with Drawings as necessary to clearly illustrate:
        1) Relations of component parts of equipment and systems.
        2) Control and flow diagrams.
    b. Coordinate Drawings with information in Project Record Documents to assure correct illustration of completed installation.
    c. Do not use Project Record Documents as maintenance Drawings.
4. Written text, as required to supplement product data for the particular installation:
    a. Organize in consistent format under separate headings for different procedures.
    b. Provide logical sequence of instructions of each procedure.
5. Copy of each warranty, bond and service contract issued.
    a. Provide information sheet for Owner's personnel, give:
        1) Proper procedures in event of failure.
        2) Instances which might affect validity of warranties or bonds.

1.13 PROJECT CLOSEOUT

A. Submit prior to application for final payment:

1. Record Documents.
2. Special bonds, Special guarantees, and Service Agreements.
3. Releases from Agreements.
4. Extra Materials: As required by individual Specification sections.

B. Record Documents:

1. Contractor shall reproduce and furnish one complete set of full size Contract Documents provided by Engineer. Label or stamp each record document with title "RECORD DOCUMENTS" in neat large printed letters.
2. Furnish qualified and experienced person to maintain record documents.

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3. Accuracy of Records:
    a. Coordinate changes within record documents, making legible and accurate entries on each drawing and other documents where such entry is required to show change.
    b. The purpose of project record documents is to document factual information regarding aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive Site measurement, investigation, and examination.
4. Make entries within 24 hours after receipt of information that a change in the Work has occurred. Do not cover or conceal Work until required information is recorded.
5. Maintain documents in a clean, dry, and legible condition and in good order. Do not use record documents for construction purposes.
6. Making entries on the Drawings:
    a. Use an erasable colored pencil to clearly describe changes by graphic line and note as required.
        1) Use green to show information deleted from the Drawings.
        2) Use red to show information added to the Drawings.
        3) Use blue to show notes on the Drawings.
    b. Date all Drawing entries.
    c. Call attention to entries by “cloud” drawing around affected areas.
    d. Legibly mark to record actual changes made during construction including, but not limited to:
        1) Horizontal and vertical locations of existing and new underground facilities and appurtenances, and other underground structures, equipment or Work. Reference to at least two measurements to permanent surface improvements.
        2) Location of internal utilities and appurtenances concealed in the construction referenced to visible and accessible features of the structure.
        3) Locate existing facilities, piping, equipment, and items critical to the interface between existing physical conditions or construction and new construction.
        4) Changes made by Addenda, Change Order, and Engineer’s written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.
    e. Dimensions on Schematic Layouts: Show on record documents, by dimensions, the centerline of each run of items such as are described in previous subparagraph above.
        1) Clearly identify the item by accurate note such as “cast iron drain”, “galv water”, and the like.

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2) Show, by symbol or note, vertical location of item (“under slab”, “exposed”, and the like).
3) Make identifications so descriptive that it may be related reliably to the Specifications.

C. Substantial Completion: The time at which the Work has progressed to the point where, in the opinion of the Engineer and Owner, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purpose for which it is intended.

1. When Contractor considers the Work ready for its intended use, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that the Engineer issue a certificate of Substantial Completion.
2. Promptly after Contractor’s notification, Owner, Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
3. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment. Owner shall have seven calendar days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 calendar days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner’s objections, Engineer considers the Work substantially complete, Engineer will, within said 14 calendar days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
4. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer’s issuing the definitive certificate of Substantial Completion,

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Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

5. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

1.14 CLEANING

A. At all times during the Work, Contractor shall keep the premises clean and orderly and, upon completion of the Work, repair all damage caused by equipment and leave the Project free of rubbish or excess materials of any kind.

B. The Contractor shall proceed with construction cleanup on a daily basis, as construction progresses. Cleanup consists of removal of mud, oil, grease, trash, used forms, scrap, debris, excess materials, and any other items that are unsightly or can cause the tripping or slipping of workmen, ladders, or equipment. Sweep pavements as often as necessary to control the spread of debris that may result in foreign object damage potential to vehicular traffic. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

C. At completion of the Work or of a part thereof and immediately prior to Contractor's request for certificate of Substantial Completion; or if no certificate is issued, immediately prior to Contractor's notice of completion, clean entire Site or parts thereof, as applicable.

1. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to Owner.
2. Remove grease, dirt, dust, paint or plaster splatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
3. Repair, patch, and touchup marred surfaces to specified finish and match adjacent surfaces.
4. Broom clean exterior paved driveways and parking areas.
5. Hose clean sidewalks, loading areas, and others contiguous with principal structures.

D. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.

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PART 2 PRODUCTS

2.01 GENERAL

A. Provide manufacturer's standard materials suitable for service conditions, unless otherwise specified in the individual Specifications.

B. Where product specifications include a named manufacturer, with or without model number, and also include performance requirements, named manufacturer's products must meet the performance specifications. Modify standard products as necessary to meet the performance requirements.

C. Unless otherwise specified, two or more items of the same type shall be identical, by the same manufacturer, and interchangeable.

D. Equipment, Components, Systems, and Subsystems: Design and manufacture with due regard for health and safety of operation, maintenance, and accessibility, durability of parts, and shall comply with applicable OSHA, state, and local health and safety regulations. Manufacture parts to U.S.A. standard sizes and gauges.

E. Regulatory Requirement: Coating materials shall meet federal, state, and local requirements limiting the emission of volatile organic compounds and for worker exposure.

F. Safety Guards: Provide for all belt or chain drives, fan blades, couplings, or other moving or rotary parts. Cover rotating part on all sides. Design for easy installation and removal. Use 16 gauge or heavier; galvanized steel, aluminum coated steel, or galvanized or aluminum coated 1/2-inch mesh expanded steel. Provide galvanized steel accessories and supports, including bolts. For outdoors application, prevent entrance of rain and dripping water.

G. Authority Having Jurisdiction (AHJ):

1. Provide the Work in accordance with NFPA 70, National Electrical Code (NEC). Where required by the AHJ, material and equipment shall be labeled or listed by a nationally recognized testing laboratory or other organization acceptable to the AHJ in order to provide a basis for approval under NEC.
2. Materials and equipment manufactured within the scope of standards published by Underwriters Laboratories, Inc. shall conform to those standards and shall have an applied UL listing mark.

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H. Components and Materials in Contact with Water for Human Consumption: Comply with the requirements of the Safe Drinking Water Act and other applicable federal, state, and local requirements. Provide certification by manufacturer or an accredited certification organization recognized by the Authority Having Jurisdiction that components and materials comply with the maximum lead content standard in accordance with NSF/ANSI 61 and NSF/ANSI 372.

1. Use or reuse of components and materials without a traceable certification is prohibited.

I. No lead product shall be used on this Project. The use of solder or paint which contains lead is not acceptable on this Project.

J. No asbestos, or products containing asbestos, shall be used on this Project.

K. The Contractor shall not use toxic substances. The Contractor shall request approval from the Owner in writing if the use of toxic substances is required.

PART 3 EXECUTION

3.01 SITE CONDITIONS

A. The Contractor acknowledges satisfaction as to the nature and location of the Work, the general and local conditions, particularly those bearing upon availability of transportation, access to the site, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, and all other matters which can in any way affect the Work or the cost thereof.

B. The Contractor further acknowledges satisfaction as to character, quality, and quantity of surface and subsurface materials to be encountered from his inspection of the site and from reviewing any available records furnished by the Owner. Failure by the Contractor to become acquainted with the physical conditions of the site and all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the Work.

C. The Contractor warrants that, as a result of examination and investigation of all the aforesaid data, the Contractor can perform the Work in a good and workmanlike manner and to the satisfaction of the Owner.

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3.02 INSTALLATION

A. Install the Work in accordance with NECA Standard of Installation, unless otherwise specified.

B. Repaint painted surfaces that are damaged prior to equipment acceptance.

C. Do not cut or notch any structural member or building surface without specific approval of Owner and Engineer.

D. Handle, install, connect, clean, condition, and adjust products in accordance with manufacturer's instructions, and as may be specified. Retain a copy of manufacturers' instruction at Site, available for review at all times.

E. For material and equipment specifically indicated or specified to be reused in the Work:

1. Use special care in removal, handling, storage, and reinstallation to assure proper function in the completed Work.
2. Arrange for transportation, storage, and handling of products that require offsite storage, restoration, or renovation. Include costs for such Work in the Contract Price.

3.03 MANUFACTURER'S FIELD SERVICES

A. When required by an individual Specification section, furnish Manufacturer's Field Services as specified herein to meet the requirements of this section.

B. Contractor shall notify Owner and Engineer of schedule for manufacturer's field services. Field services shall be scheduled to avoid conflicts with other portions of the work. Contractor shall determine that conditions necessary to allow successful installation and testing have been met prior to scheduling manufacturer's field services. Allow for multiple sessions when several shifts are involved. Adjust schedule to ensure training of appropriate personnel as deemed necessary by Owner, and to allow full participation by manufacturers' representatives. Adjust schedule for interruptions in operability of equipment.

C. Authorized representative of the manufacturer shall be factory trained and experienced in the technical applications, installation, operation, and maintenance of respective equipment, subsystem, or system, with full authority by the equipment manufacturer to issue the certifications required of the manufacturer.

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D. A person-day is defined as one person working for 8 hours within regular Contractor working hours. Where time is necessary in excess of that stated in the Specifications for manufacturers' services, or when a minimum time is not specified, time required to perform specified services shall be considered incidental.

E. Manufacturer's onsite services shall include:

1. Assistance during product installation to include observation, guidance, instruction of Contractor's assembly, erection, installation or application procedures.
2. Inspection, checking, and adjustment as required for product to function as warranted by manufacturer and necessary to furnish Manufacturer's Certificate of Proper Installation.
3. Providing, on a daily basis, copies of manufacturers' representatives field notes and data to Owner and Engineer.
4. Revisiting the Site as required to correct problems and until installation and operation are acceptable to Owner and Engineer.
5. Resolution of assembly or installation problems attributable to or associated with respective manufacturer's products and systems.
6. Assistance during functional and performance testing, and facility startup and evaluation.
7. Training of Owner's personnel in the operation and maintenance of respective product as required.

F. Complete and sign a Manufacturer's Certificate of Proper Installation form, a copy of which is attached to this section. Such form shall certify signing party is a duly authorized representative of manufacturer, is empowered by manufacturer to inspect, approve, and operate their equipment and is authorized to make recommendations required to ensure equipment is complete and operational.

3.04 MANUFACTURER'S CERTIFICATE OF COMPLIANCE

A. When so specified, a Manufacturer's Certificate of Compliance, a copy of which is attached to this section, shall be completed in full, signed by entity supplying the product, material, or service, and submitted prior to shipment of product or material or execution of the services. Such form shall certify proposed product, material, or service complies with all Specifications. Attach supporting reference data, affidavits, and certifications as appropriate.

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3.05 SUPPLEMENTS

A. The supplement listed below, following “End of Section”, is part of this specification.

1. Form: Manufacturer’s Certificate of Compliance.
2. Form: Manufacturer’s Certificate of Proper Installation.

END OF SECTION

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MANUFACTURER'S CERTIFICATE OF COMPLIANCE

OWNER: _____

PROJECT NAME: _____

PROJECT NO: _____

PRODUCT, MATERIAL, OR SERVICE SUBMITTED: _____

Comments: _____

_____

_____

_____

_____

_____

I hereby certify that the above-referenced product, material, or service called for by the Contract for the named Project will be furnished in accordance with all applicable requirements. I further certify that the product, material, or service are of the quality specified and conform in all respects with the Contract requirements, and are in the quantity shown.

Date of Execution: _____, 20___

Manufacturer: _____

Manufacturer's Authorized Representative *(print)*: _____

_____

(Authorized Signature)

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MANUFACTURER'S CERTIFICATE OF PROPER INSTALLATION

OWNER _____ EQPT SERIAL NO: _____

EQPT TAG NO: _____ EQPT/SYSTEM: _____

PROJECT NO: _____ SPEC. SECTION: _____

I hereby certify that the above-referenced equipment/system has been:

(Check Applicable)

☐ Installed in accordance with Manufacturer's recommendations.

☐ Inspected, checked, and adjusted.

☐ Serviced with proper initial lubricants.

☐ Electrical and mechanical connections meet quality and safety standards.

☐ All applicable safety equipment has been properly installed.

☐ Functional tests.

☐ System has been performance tested, and meets or exceeds specified performance requirements. (When complete system of one manufacturer)

Note: Attach any performance test documentation from manufacturer.

Comments: _____

_____

_____

_____

I, the undersigned Manufacturer's Representative, hereby certify that I am (i) a duly authorized representative of the manufacturer, (ii) empowered by the manufacturer to inspect, approve, and operate their equipment and (iii) authorized to make recommendations required to ensure equipment furnished by the manufacturer is complete and operational, except as may be otherwise indicated herein. I further certify that all information contained herein is true and accurate.

Date: _____, 20___

Manufacturer:_____

By Manufacturer's Authorized Representative: _____

(Authorized Signature)

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SECTION 02 41 00
DEMOLITION

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. Air-Conditioning, Heating, and Refrigeration Institute (AHRI): Guideline K, Containers for Recovered Non-flammable Fluorocarbon Refrigerants.
2. American National Standards Institute (ANSI): A10.6, Safety Requirements for Demolition Operations.
3. Occupational Safety and Health Administration (OSHA), U.S. Code of Federal Regulations (CFR) Title 29 Part 1926—Occupational Safety and Health Regulations for Construction.
4. Environmental Protection Agency (EPA), U.S. Code of Federal Regulations (CFR), Title 40:
    a. Part 61—National Emission Standards for Hazardous Air Pollutants.
    b. Part 82—Protection of Stratospheric Ozone.
    c. Part 273—Standards for Universal Waste Management.

1.02 DEFINITIONS

A. ACM: Asbestos-containing material.

B. Demolition: Dismantling, razing, destroying, or wrecking of any fixed building or structure or any part thereof. Demolition also includes removal of pipes, manholes tanks, conduit, and other underground facilities, whether as a separate activity or in conjunction with construction of new facilities.

C. Modify: Provide all necessary material and labor to modify an existing item to the condition indicated or specified.

D. Relocate: Remove, protect, clean and reinstall equipment, including electrical, instrumentation, and all ancillary components required to make the equipment fully functional, to the new location identified on the Drawings.

E. Renovation: Altering a facility or one or more facility components in any way.

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F. Salvage/Salvageable: Remove and deliver, to the specified location(s), the equipment, building materials, or other items so identified to be saved from destruction, damage, or waste; such property to remain that of Owner. Unless otherwise specified, title to items identified for demolition shall revert to Contractor.

G. Universal Waste Lamp: In accordance with 40 CFR 273, the bulb or tube portion of an electric lighting device, examples of which include, but are not limited to, fluorescent, high-intensity discharge, neon, mercury vapor, high-pressure sodium, and metal halide lamps.

H. Universal Waste Thermostat: A temperature control device that contains metallic mercury in an ampule attached to a bimetal sensing element, and mercury-containing ampules that have been removed from these temperature control devices in compliance with the requirements of 40 CFR 273.

1.03 SUBMITTALS

A. Informational Submittals:

1. Submit proposed Demolition/Renovation Plan, in accordance with requirements specified herein, for approval before such Work is started.
2. Submit copies of any notifications, authorizations and permits required to perform the Work.

1.04 REGULATORY AND SAFETY REQUIREMENTS

A. When applicable, demolition Work shall be accomplished in strict accordance with 29 CFR 1926-Subpart T.

B. Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the General Conditions, Contractor’s safety requirements shall conform to ANSI A10.6.

C. Furnish timely notification of this renovation project to applicable federal, state, regional, and local authorities in accordance with 40 CFR 61-Subpart M.

1.05 DEMOLITION/RENOVATION PLAN

A. Demolition/Renovation Plan shall provide for safe conduct of the Work and shall include:

1. Detailed description of methods and equipment to be used for each operation.
2. The Contractor’s planned sequence of operations, including coordination with other work in progress.

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3. Procedures for removal and disposition of materials specified to be salvaged.
4. Disconnection schedule of utility services, if any.
5. Specific plans and proposed materials to achieve temporary weather protection as specified herein.

B. Include statements affirming Contractor inspection of the existing roof deck, floors, walls, and framing members, and their suitability to perform as a safe working platform or, if inspection reveals a safety hazard to workers, state provisions for securing the safety of the workers throughout the performance of the Work.

1.06 SEQUENCING AND SCHEDULING

A. The Work of this Specification shall not commence until Contractor's Demolition/Renovation Plan has been approved by Engineer.

B. Include the Work of this Specification in the progress schedule, as specified in Section 01 00 01, General Requirements.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EXISTING FACILITIES TO BE DEMOLISHED OR RENOVATED

A. Facilities: Portions of buildings and other areas scheduled for selective demolition, partial demolition, and renovation Work are as shown.

B. Utilities and Related Equipment:

1. Notify Engineer and Owner or appropriate utilities to turn off affected services at least 48 hours before starting demolition or renovation activities.
2. Remove existing utilities as indicated and terminate in a manner conforming to the nationally recognized code covering the specific utility and approved by Engineer.
3. When utility lines are encountered that are not indicated on the Drawings, notify Engineer and Owner prior to further work in that area.
4. Remove meters and related equipment and deliver to a location as determined by the Owner.
5. Provide a permanent leak-proof closure for water and gas lines.

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C. Reroofing:

1. Remove existing roof systems as shown on the Drawings to roof deck.
2. Remove and replace TPO or modified bituminous roofing as required by the roofing system manufacturer to connect with new flashing or roofing and maintain existing roof warranties and watertight condition.
3. Cut existing membranes, coverboard, and insulation along straight lines.
4. Sequence Work to minimize building exposure between the time of existing roof removal and new roof material installation. Install temporary roofing and flashing as necessary to maintain a watertight condition throughout the course of the Work.
5. Remove temporary roofing and flashing prior to installation of permanent roof system materials unless otherwise approved by Engineer.
6. The existing deck and support structure has been determined to be deteriorated such that its ability to support foot traffic and construction load is unknown. Make provisions for worker safety during removal of existing materials and installation of new materials as specified in Article Regulatory and Safety Requirements. Sequence the Work to minimize hazard to workers.
7. Refer to Sections 06 10 00, Rough Carpentry; 07 52 16, SBS-Modified Bituminous Membrane Roofing; 07 54 23, Thermoplastic Membrane Roofing; 07 62 00, Sheet Metal Flashing and Trim; and 07 70 01, Roof Specialties and Accessories for details regarding new roofing materials and installation.

D. Patching:

1. Where removals leave holes and damaged surfaces exposed in the finished Work, patch and repair to match adjacent finished surfaces as to texture and finish.
2. Where new Work is to be applied to existing surfaces, perform removals and patching in a manner to produce surfaces suitable for receiving new Work. Replace damaged or deteriorated wood nailers or blocking with pressure treated wood material as specified.
3. Patching shall be as specified and indicated, and shall include:
   a. Fill holes and depressions caused by previous physical damage or left as a result of removals in existing masonry, concrete, wood, stucco or wallboard walls with an approved patching material, applied in accordance with the manufacturer’s printed instructions.

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E. Electrical:

1. Cut off concealed or embedded conduit, boxes, or other materials a minimum of 3/4 inch below final finished surface.
2. When removing designated equipment, conduit and wiring may require rework to maintain service to other equipment.
3. Rework existing circuits, or provide temporary circuits as necessary during renovation to maintain service to existing lighting and equipment not scheduled to be renovated. Existing equipment and circuiting shown are based upon limited field surveys. Verify existing conditions, make all necessary adjustments, and record the Work on the Record Drawings. This shall include, but is not limited to, swapping and other adjustments to branch circuits and relocation of branch circuit breakers within panelboards as required to accomplish the finished work.
4. Reuse of existing luminaires, devices, conduits, boxes, or equipment will be permitted only where specifically indicated.
5. Raceways and cabling not scheduled for reuse.
6. Inaccessibly Concealed: Cut off and abandon in place.
7. Exposed or Concealed Above Accessible Ceilings: Remove.
8. Raceways and Cabling Scheduled for Future Use: Cap/seal and tag.
9. Relocating Equipment: Extend existing wiring or run new wiring from the source.
10. Where the existing raceway is concealed, the outlet box shall be cleaned, and a blank cover plate installed.
11. Where the concealed raceway is uncovered remove raceway (or extended to new location if appropriate).
12. Provide new typewritten panelboard circuit directory cards.

F. Universal Waste Lamps and Thermostats: Manage, contain, package, and label in strict accordance with 40 CFR 273.

3.02 PROTECTION

A. Building Occupancy: Refer to Section 01 00 01, General Requirements, for specific requirements related to concurrent occupancy of facilities to be partially demolished.

B. Dust and Debris Control:

1. Prevent the spread of dust and debris to occupied portions of the building and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

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2. Vacuum and dust the Work area daily.
3. Sweep pavements as often as necessary to control the spread of debris that may result in foreign object damage potential to vehicular traffic.

C. Traffic Control Signs: Where pedestrian and driver safety is endangered in the area of removal Work, use traffic barricades with flashing lights.

D. Existing Work:

1. Survey the site and examine the Drawings and Specifications to determine the extent of the Work before beginning any demolition or renovation.
2. Take necessary precautions to avoid damage to existing items scheduled to remain in place, to be reused, or to remain the property of Owner; any Contractor-damaged items shall be repaired or replaced as directed by Engineer.
3. Provide temporary weather protection during interval between removal of existing exterior surfaces and installation of new to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
4. Ensure that structural elements are not overloaded as a result of or during performance of the Work. Responsibility for additional structural elements or increasing the strength of existing structural elements as may be required as a result of any Work performed under this Contract shall be that of the Contractor. Repairs, reinforcement, or structural replacement must have Engineer approval.
5. Do not overload pavements to remain.

E. Weather Protection: For portions of the building scheduled to remain, protect building interior and materials and equipment from weather at all times. Where removal of existing roofing is necessary to accomplish the Work, have materials and workmen ready to provide adequate and temporary covering of exposed areas so as to ensure effectiveness and to prevent loss.

F. Trees: Protect trees within the Site that might be damaged during demolition and are indicated to be left in place, by a 6-foot-high fence. The fence shall be securely erected a minimum of 5 feet from the trunk of individual trees or follow the outer perimeter of branches or clumps of trees. Any tree designated to remain that is damaged during the Work shall be replaced in kind, as approved by the Engineer.

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G. Facilities:

1. Protect electrical and mechanical services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities.
2. Floors, roofs, walls, columns, pilasters, and other structural elements that are designed and constructed to stand without lateral support or shoring, and are determined by Contractor to be in stable condition, shall remain standing without additional bracing, shoring, or lateral support until demolished, unless directed otherwise by the Engineer.
3. Protect all facility elements not scheduled for demolition.
4. Provide interior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities.

H. Protection of Personnel:

1. During demolition, continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site.
2. Provide temporary barricades and other forms of protection to protect Owner’s personnel and the general public from injury due to demolition Work.
3. Provide protective measures as required to provide free and safe passage of Owner’s personnel and the general public to occupied portions of the structure.

3.03 BURNING

A. The use of burning at the Site for the disposal of refuse and debris will not be permitted.

3.04 RELOCATIONS

A. Perform the removal and reinstallation of relocated items as indicated with workmen skilled in the trades involved. Clean all items to be relocated prior to reinstallation, to the satisfaction of Engineer. Repair items to be relocated which are damaged or replace damaged items with new undamaged items as approved by Engineer.

3.05 TITLE TO MATERIALS

A. All salvaged equipment and materials will remain the property of Owner.

B. All items designated to be removed shall become the property of Contractor.

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C. Title to equipment and materials resulting from renovation is vested in the Contractor upon approval by Engineer of Contractor's Demolition/Renovation Plan, and the resulting authorization by Engineer to begin renovation.

3.06 DISPOSITION OF MATERIAL

A. Do not remove equipment and materials without approval of Contractor's Demolition/Renovation Plan by Engineer.

B. Salvage equipment to the maximum extent possible.

C. Remove salvaged items in a manner to prevent damage, and pack or crate to protect the items from damage while in storage or during shipment. Properly identify containers as to contents.

D. Repair or replace, at the discretion of Engineer, items damaged during removal or storage.

E. Owner will not be responsible for the condition or loss of, or damage to, property scheduled to become Contractor's property after Engineer's authorization to begin renovation. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

3.07 REUSE OF MATERIALS AND EQUIPMENT

A. Properly store and maintain equipment and materials in same condition as when removed.

B. Store equipment and material designated to be reused in a location designated by Owner.

C. Equipment and material designated to be reused shall be cleaned, serviced and checked for proper operability before being put back into service.

D. Engineer will determine condition of equipment and materials prior to removal.

3.08 SPECIALIZED SALVAGE

A. Ozone Depleting Substances (ODS):

1. Class I and Class II ODS are defined in Section 602(a) and (b), of The Clean Air Act. Prevent discharge of Class I and Class II ODS to the atmosphere. Place recovered ODS in cylinders meeting AHRI Guideline K suitable for the type ODS (filled to no more than 80 percent capacity) and provide appropriate labeling.

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2. Dispose of all Class I and Class II ODS refrigerants in accordance with the Clean Air Act Amendment of 1990.
3. Products, equipment and appliances containing ODS in a sealed, self-contained system (e.g., residential refrigerators and window air conditioners) shall be disposed of in accordance with 40 CFR 82.

B. Fire Suppression Containers: Fire suppression system cylinders and canisters with electrical charges or initiators shall be deactivated prior to shipment. Also, safety caps shall be used to cover exposed actuation mechanisms and discharge ports on these special cylinders.

3.09 UNSALVAGEABLE MATERIAL

A. Combustible material shall be disposed of off the Site.

B. Universal Waste Lamps and Thermostats: Dispose of in strict accordance with 40 CFR 273.

3.10 CLEANUP

A. Debris and rubbish shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

END OF SECTION

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SECTION 06 10 00
ROUGH CARPENTRY

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Wood Council (AWC): 2, National Design Specification for Wood Construction.
2. American Lumber Standards Committee's Board of Review (ALSC).
3. American Wood Preservers' Association (AWPA):
   a. U1, User Specification for Treated Wood.
   b. M4, Standard for the Care of Preservative-Treated Wood Products.
4. ASTM International (ASTM):
   a. A153/A153M, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
   b. A307, Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength.
   c. E84, Standard Test Method for Surface Burning Characteristics of Building Materials.
   d. F1667, Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
5. International Code Council (ICC): ESR-1539, Power-Driven Staples and Nails.
6. National Fire Protection Association (NFPA): 255, Standard Method of Test of Surface Burning Characteristics of Building Materials.
7. Southern Pine Inspection Bureau (SPIB): 1003, Grading Rules.
8. UL: 723, Standard for Test for Surface Burning Characteristics of Building Materials.
9. U.S. Department of Commerce—Voluntary Product Standard (DOC): PS 20, American Softwood Lumber Standard.
10. Western Wood Products Association (WWPA): G5, Western Lumber Grading Rules.

1.02 DEFINITIONS

A. ALSC: American Lumber Standards Committee's Board of Review.

B. AWC: American Wood Council.

C. CPA: Composite Panel Association.

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D. DOC: Department of Commerce.

E. SPIB: Southern Pine Inspection Bureau.

1.03 SUBMITTALS

A. Action Submittals:

1. Product Data: Indicate component materials and dimensions, and include construction and application details for the following:
   a. Underlayment.
   b. Sheathing.
   c. Metal framing anchors.
   d. Construction adhesives.
   e. Construction panel thickness where not shown.

B. Informational Submittals:

1. ICC Evaluation Service Reports, including the following as a minimum:
   a. Connections and Fasteners.
   b. Wood Treatment.
   c. Nails.
   d. Wood Framing.
   e. Structural Panels.
   f. Shear Wall Panels.
2. Wood treatment manufacturer’s instructions for handling, storing, installation, and finishing of treated material.
3. Material Certificates: Showing species and grade selected for dimension lumber for each use.
   a. Material certificates for dimensional lumber in compliance with allowable unit stresses. Show species and grade selected for each use as well as design values approved by the ALSC’s Board of Review.
   b. For each type of preservative-treated wood product, include certification by treatment plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.
   c. For waterborne-treated products include statement that moisture content of treated materials was reduced to levels indicated prior to shipment to Site.
4. Material test reports from testing laboratory showing and interpreting test results in accordance with test methods UL 723, NFPA 255, and ASTM E84, relative to fire-retardant treated wood products.

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1.04 DELIVERY, STORAGE, AND HANDLING

A. Upon delivery to Site, immediately place materials in area protected from weather. Do not store seasoned materials in wet or damp areas.

B. Protect sheet materials from breaking corners and damaging surfaces while unloading.

C. Store materials a minimum of 6 inches above ground on framework or blocking and cover with waterproof covering, providing for adequate air circulation and ventilation. Store sheet materials flat, not on edge.

D. Protect fire-retardant materials against high humidity and moisture during storage and erection.

E. For lumber and plywood pressure treated with waterborne chemicals, place spacers between each bundle to provide air circulation.

F. Store materials for which maximum moisture content is specified in areas where humidity can be controlled.

PART 2 PRODUCTS

2.01 GENERAL

A. Lumber Standards:

1. In accordance with DOC PS 20 and applicable grading rules and wood species certified by ALSC.
2. Design values for wood members equal to those published in supplement to AWC 2.
3. Stamp or brand each unexposed piece of lumber with grade, species, and moisture content at time of mill surfacing.
4. Furnish exposed lumber pieces with grade stamps applied to ends or back of each piece. If completely exposed, and permitted by local building jurisdiction, omit grade stamps entirely.

B. Lumber sizes shown on the Drawings are nominal, unless shown otherwise. Provide actual sizes as required by DOC PS 20 for use.

C. Dressed lumber S4S, unless shown otherwise on the Drawings.

D. Moisture content of lumber not to exceed 19 percent, unless otherwise specified and marked “DRY”.

E. Each plywood panel identified with designated grade trademark of APA.

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2.02 LUMBER

A. Framing Lumber: Douglas Fir-Larch, No. 1 or better unless indicated otherwise below:

Usage	Minimum Grade
Plates, sills, blocking, furring, braces, and nailers	Douglas Fir-Larch No. 2, Hemlock, Southern Pine Stud grade, nondense

2.03 PRESERVATIVE WOOD TREATMENT BY PRESSURE PROCESS

A. Where lumber or plywood is indicated as preservative-treated wood, in accordance with AWPA U1 and AWPA M4, mark and grade each treated item in accordance with SPIB 1003 or WWPA G5.

1. Kiln-dry after treatment to maximum moisture content of 19 percent.
2. Treat wood in contact with roofing or flashing.
3. Treat wood in contact with masonry or concrete.
4. Treat wood less than 18 inches above grade.

B. Aboveground Materials:

1. Pressure treat items with waterborne preservatives to a minimum retention of 0.25 per cubic foot.
2. Interior Use: After treatment, kiln-dry lumber and plywood to maximum moisture content of 19 percent and 15 percent respectively.
3. Treat the following items:
   a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
   b. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
   c. Wood framing members less than 18 inches above grade.
   d. Wood floor plates installed over concrete slabs directly in contact with earth.

C. Materials in Contact with Ground or Freshwater: Pressure treat in accordance with applicable AWPA U1.

D. Complete fabrication of treated items prior to treatment, where possible. If cut after treatment, coat cut surfaces to comply with AWPA M4. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

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2.04 HARDWARE

A. Fasteners and connectors in contact with preservative-treated or fire-retardant-treated wood shall be hot-dipped zinc-coated galvanized steel or stainless steel in accordance with ASTM A153/A153M.

B. Conform to ASTM F1667.

C. Nails:

1. Conform to ASTM F1667.
2. Steel common nails or alternatives listed in rough carpentry section of General Structural Notes found on the Drawings.
3. Use hot-dipped zinc-coated nails wherever exposed.
4. Use deformed shank nails for fastening underlayment.

D. Staples: Conform to ASTM F1667, galvanized where exposed.

E. Power Driven Fasteners: Conform to ICC ESR-1539.

F. Bolts and Screws: Conform to ASTM A307, galvanized where exposed.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify surfaces to receive rough carpentry materials are prepared to exact grades and dimensions.

3.02 GENERAL

A. Lay out, cut, fit, and install rough carpentry items. Anchor sufficiently to ensure rigidity and permanence.

B. Install items accurate to dimension, true to line, level, and square unless shown otherwise on the Drawings. Provide for installation and support of other Work.

C. Discard units of material with defects that impair quality of rough carpentry construction and that are too small to use in fabricating rough carpentry with minimum joints or optimum joint arrangement.

D. Countersink nailheads on exposed carpentry work and fill holes.

E. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.

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F. Field treat field cuts and holes in pressure-treated lumber with preservative in accordance with AWPA M4.

G. Holes: 1/16-inch larger than nominal bolt diameter, except provide holes for cast-in-place anchor bolts 3/16-inch larger than nominal bolt diameter.

1. Enlarge tight holes requiring forcible driving of bolts by reaming.

H. Provide washers under bolt heads and nuts bearing on wood.

3.03 INSTALLATION

A. Blocking:

1. Install in continuous, staggered horizontal row where shown on the Drawings or required by code.
2. Locate blocking to facilitate installation of finishing materials, fixtures, specialty items, hardware, and trim.

3.04 PRESERVATIVE-TREATED WOOD PRODUCTS

A. Provide preservative-treated wood for framing, blocking, furring, nailing strips built into exterior masonry walls, wood in contact with concrete or masonry and in conjunction with gravel stops, and built-up roofing.

B. Apply two brush coats of same preservative used in original treatment to sawed or cut surfaces of treated lumber.

END OF SECTION

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SECTION 07 52 16
SBS-MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards that may be referenced in this section:

1. American Wood Preservers' Association (AWPA): C2, Lumber, Timbers, Bridge Ties, and Mine Ties-Preservative Treatment by Pressure Processes.
2. ASTM International (ASTM):
   a. C552, Standard Specification for Cellular Glass Thermal Insulation.
   b. C726, Standard Specification for Mineral Fiber Roof Insulation Board.
   c. C728, Standard Specification for Perlite Thermal Insulation Board.
   d. C1289, Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
   e. D41, Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
   f. D312, Standard Specification for Asphalt Used in Roofing.
   g. D1227, Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.
   h. D4586, Standard Specification for Asphalt Roof Cement, Asbestos Free.
   i. D4601, Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
   j. D6162, Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
   k. D6164, Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
3. National Roofing Contractors Association (NRCA): Handbook of Accepted Roofing Knowledge (HARK).

1.02 SUBMITTALS

A. Action Submittals:

1. Project-specific details of roof edges and penetrations.
2. Mechanical fastening diagram for rigid insulation, where applicable.

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3. Layout drawings for tapered insulation, showing slopes and thicknesses.
4. List of materials proposed for use including roofing materials, insulation, composition flashing, and fasteners.
5. Roofing materials manufacturer's specifications selected for use.
6. Description of complete system, from deck up, proposed for use.

B. Informational Submittals:

1. Manufacturer's installation instructions.
2. A letter from roofing materials manufacturer stating roofer is approved by manufacturer to apply roof.
3. Manufacturer's Certificate of Proper Installation per Section 01 00 01, General Requirements, (or alternately, test results or calculations) that assure item's and its anchorage's design criteria meets requirements of Section 01 00 01, General Requirements, for loads provided on the Structural drawings.
4. Sample copy of special guarantee to be provided.
5. Manufacturer's Certificate of Compliance, in accordance with Section 01 00 01, General Requirements.
6. Test reports, in triplicate, of field test cuts of roofing system.
7. Written notice when roofing installation is ready for final inspection.
8. Record of Preroofing Conference.
9. Record drawings for tapered insulation.

1.03 QUALITY ASSURANCE

A. Materials, including insulation, used in a roofing system shall be furnished by, or approved by, manufacturer whose roofing system is selected for use.

B. Roofer Qualifications: Approved by roofing materials manufacturer to apply roof.

C. Preroofing Conference:

1. Attendees: Conduct preroofing conference with Contractor, roof deck installer, roofing system materials manufacturer's representative, roof insulation manufacturer's representative, roofer, mechanical equipment installer and other subcontractors likely to be on roof.
2. Agenda: Follow outline in NRCA, HARK including acceptability of deck, roofing system materials manufacturer's specification selected, flashing details, roof guarantee, and protection of finished roofing system.
3. Record: Discussions and agreements and furnish copy to each participant and entity invited.

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1.04 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened containers and rolls with labels intact and legible. Labels on bitumen shall show composition, softening point (SP) range, minimum flashpoint (FP), minimum finished blowing temperature (BT), and equiviscous temperature (EVT) range.

B. Handle roll goods so as to prevent damage to edge or ends. Store roll goods on end.

C. Store rigid roof insulation materials on clean, raised platforms.

D. Protect materials against direct sunlight, wetting, moisture absorption, mud, dust, sand, oil, grease, dirt, and construction traffic.

1.05 ENVIRONMENTAL REQUIREMENTS

A. Temperature:

1. Apply roofing only in dry weather and when ambient temperature is above 40 degrees F.
2. When temperature is below 45 degrees F, application must be approved by, and under supervision of, roofing materials manufacturer.

PART 2 PRODUCTS

2.01 MODIFIED BITUMEN SHEET ROOFING SYSTEM

A. Description: Single-ply SBS modified bitumen sheet membrane with mineral granule surface, applied to rigid roof insulation.

B. Membrane and Flashing Materials: Approved for use in UL Class A rated assemblies.

1. Thickness: Not less than 3.5 mm.
2. Weight: Not less than 100 pounds per square.
3. Reinforcing: Polyester or polyester and fiberglass fabrics.

C. Manufacturers and Products:

1. Johns Manville; DynaKap System 2CID.
2. GAF; Rubberoid MB Plus NN-1-1-MGFR.
3. Siplast Paradiene.

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2.02 ROOFING MATERIALS

A. Sheet Membrane: ASTM D6162 or D6164, Grade G, Type II.

B. Primer: ASTM D41 asphalt.

C. Bitumen: ASTM D312, Type IV, special steep asphalt.

D. Emulsion: ASTM D1227, Type IV, emulsified asphalt.

E. Plastic Roof Cement: ASTM D4586, Type II, asphalt plastic cement.

F. Base Felt: ASTM D4601, Type II, asphalt-coated glass fiber mat.

G. Vented Base Sheet:

1. Manville; Vensulation.
2. GAF; Stratavent.

H. Sheathing Paper: Rosin-sized building paper weighing 5 pounds per 100 square feet, as manufactured or furnished by roofing system materials manufacturer.

I. Composition Flashing:

1. One of the following:
   a. Mineral surfaced asphalt-coated glass fiber mat cap sheet manufactured by:
      1) Johns Manville; Glas Tite Flexible.
      2) GAF; GafGlas.
      3) “Or-equal.”
   b. Flashing sheet combining SBS polymer modified bitumen, glass fiber mats, and polyester core providing built-in adhesive for torch-on application as manufactured by:
      1) Johns Manville; DynaGlas.
      2) GAF; Rubberoid MB.
      3) “Or-equal.”
   c. Flashing sheet combining SBS polymer modified bitumen, polyester reinforcement, and mineral surfacing for application in hot asphalt as manufactured by:
      1) Johns Manville; Dynaflex.
      2) GAF; Rubberoid MB.
      3) “Or-equal.”

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J. Resin for Finish Ply Membrane Construction:

1. A multi-component, fast-curing, flexible PMMA-based resin for use in combination with fleece fabric to form a monolithic, reinforced roofing membrane. Physical and mechanical values are based on testing/evaluation of a 90-mil (2.3 mm) PMMA roof membrane reinforced with the specified fleece reinforcement.
2. Thickness (avg): 90 mils (2.3 mm) at 0.31 kg/ft² (3.3 kg/m²) coverage rate (ASTM D5147, section 5).
3. Peak Load (avg) at 73 degrees F (23 degrees C): 70 lbf/in (12.3 kN/m) (ASTM D5147 section 6).
4. Peak Load (average) at 73 degrees F (23 degrees C): 90 lbf/inch (15.8 kN/m) (ASTM D412, dumbbell).
5. Elongation at Peak Load (avg) at 73 degrees F: 35 percent (ASTM D5147, section 6).
6. Elongation at Peak Load (avg) at 73 degrees F: 35 percent (ASTM D412, dumbbell).
7. Shore A Hardness (average): 81 (ASTM D2240).
8. Water Absorption, Method I (24h at 73 degrees F): 0.8 percent (ASTM D570).
9. Water Absorption, Method II (48h at 122 degrees F): 1.2 percent (ASTM D570).
10. Low temperature flexibility at 23 degrees F (minus 5 degrees C): PASS (ASTM D5147, section 11).
11. Dimensional Stability (maximum): 0.15 percent (ASTM D5147, section 10).
12. Tear Strength (average): 90 lbf (0.4 kN) (ASTM D5147, section 7).
13. Approvals: UL Class listed, FM Approved (products shall bear seals of approval).
14. Parapro Roof Resin by Siplast, Inc., “Or-equal.”

K. Fleece for Membrane Reinforcement: A non-woven, 110 g/m², needle-punched polyester fabric reinforcement as supplied by the membrane system manufacturer.

1. Pro Fleece by Siplast, Inc., “Or-equal.”

L. Fasteners:

1. Into Insulation and Fiberboard: Tube-Loc nail with 1-inch diameter cap.
   a. Manufacturers and Products:
      1) Simplex Nail and Manufacturing Co.
      2) E. G. Building Fasteners Corp.; Insuldeck Loc-Nail.

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2. Into Metal Deck:
    a. Manufacturers and Products:
        1) ES Products, Inc.; Standard cap Riv-Nail.
        2) Celotex Corp.; Insulfast Nail/Disk System.

2.03 ROOF WALKWAYS

A. Slip-resistant asphalt plank, minimum size 1/2-inch thick by 1-foot by 2 feet, surfaced with ceramic granules in pastel gray color.

B. Manufacturers and Products:

1. Johns Manville, Denver, CO; J-Walk.
2. GAF; Lexpad.
3. Siplast Paratread.

2.04 RIGID ROOF INSULATION

A. Average Aged R-Value for Total Thickness of Rigid Roof Insulation: Minimum R= 25.

B. At Subcontractor’s option, any one of the following insulation materials may be used on this Project provided roofing materials manufacturer approves insulation used and will guarantee roofing system:

1. Fibrous Glass Board: ASTM C726, minimum size 3 feet by 4 feet, covered on one side with a factory-applied base sheet, as manufactured by Johns Manville.
2. Cellular Glass: ASTM C552, minimum size 18 inches by 24 inches, as manufactured by Pittsburgh Corning, Foamglas.
3. Expanded Perlite Board:
    a. ASTM C728, minimum size 2 feet by 4 feet, as manufactured by:
        1) Celotex; Celo-Therm.
        2) GAF; Permalite.
        3) Johns Manville; Fesco Board.
4. Polyisocyanurate Foam Board:
    a. ASTM C1289, Type II, with Factory Mutual Class I approval, minimum size 2 feet by 4 feet, as manufactured by:
        1) Atlas Roofing Corp.; AC Foam II.
        2) Celotex; Hy-Therm AP.
        3) GAF; GAFTEMP Isotherm.
        4) Johns Manville; E’NRG’Y 2.

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5. Composite Board:
   a. Of polyisocyanurate or polyurethane foam core bonded to 1/2-inch perlite fiberboard minimum size 3 feet by 4 feet, as manufactured by:
      1) Atlas Roofing Corp.; AC Foam II.
      2) Apache Products Co.; Millox.
      3) Celotex; Hy-Therm COMPOSITE.
      4) Johns Manville; ISO-1.
6. Tapered Board System:
   a. Factory precut or field tapered insulation board, minimum 1-inch thick, with top surface cut to a uniform, continuous slope of 1/4-inch per foot.
   b. Fabricate miters and edges to match abutting blocks.
   c. Manufacturers and Products:
      1) As specified for composite board.
      2) Apache Products Co.; Tapered Millox.
      3) Johns Manville; Tapered E'NRG'Y 2 Plus.
      4) Pittsburgh Corning Corp., Pittsburgh, PA 15239; Tapered Foamglas "PC Plusystem 1".

2.05 TAPERED EDGE, CRICKETS, AND CANT STRIPS

A. Use Preformed Shapes:

1. Bitumen-coated on all sides, expanded perlite.
2. Wood treated in accordance with AWPA C2 for waterborne salts and dried to 19 percent moisture content or less after treatment.

PART 3 EXECUTION

3.01 PREPARATION

A. Notify Engineer and manufacturer's representative at least 48 hours before beginning installation of roofing system.

B. Deck shall be firm, dry, free of foreign materials, and smooth.

1. Differential height between adjacent roof deck members of more than 1/8-inch is not acceptable.
2. Report immediately to the Engineer cracks, breaks, holes, or other unusual irregularities in the surface.

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3.02 APPLICATION

A. General: Do not phase application of roofing system.

1. Install all components of an assembly over that area that is covered in 1 day.
2. Seal off edges of system at the end of the day with one layer of mopped-in felt.

B. Bitumen:

1. Maintain kettle temperature so as not to exceed the flashpoint of the bitumen.
2. Apply bitumen at the equiviscous temperature, plus or minus 25 degrees F.
3. Do not exceed the finish blowing temperature.
4. Moppings Between Layers: 15 pounds to 20 pounds per square.

C. Insulation:

1. Keep insulation dry before and during application.
2. Apply rigid insulation to R-value indicated, in strict accordance with the insulation and roofing materials manufacturer’s specifications.
3. On Steel Decks:
   a. Apply insulation in two layers with staggered joints.
   b. Set the first layer in ribbons of asphalt and mechanically fasten to the deck as required to resist Project wind pressure.
4. Insulation Layers:
   a. Stagger joints from layer below.
   b. Secure second layer to previous layer with bitumen specified in quantity as recommended by insulation manufacturer.
   c. Place insulation immediately into applied bitumen and then press into place to ensure embedment.
   d. Lay tapered insulation, where applicable, in accordance with the insulation manufacturer’s layout drawings and instructions.

D. Roofing System on Decking or Insulation:

1. Apply base sheet, modified bitumen sheet roofing membrane system, and flashing following with roofing materials manufacturer’s specifications for roofing system selected.
2. Membrane may be torched or mopped down as recommended by the manufacturer.
3. Set membrane in-place with minimum 3-inch sidelaps and 4-inch endlaps.

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3.03 MANUFACTURER'S SERVICES

A. Provide manufacturer's representative at Site in accordance with Section 01 00 01, General Requirements, for installation assistance, inspection and certification of proper installation, equipment testing, startup assistance and training of Owner's personnel for maintaining specified system.

3.04 CLEANING

A. Upon completion of the roofing installation:

1. Clean up waste material and debris resulting from roofing operation.
2. Dispose of waste material off the Site.
3. Remove spots and smears of asphalt or other material from flashing, gravel stops, and other surfaces not intended to be coated with such material.
4. During removal, ensure that no damage will be done to the surfaces.
5. Use solvents, if necessary, to satisfactorily clean the materials.

END OF SECTION

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SECTION 07 54 23
THERMOPLASTIC MEMBRANE ROOFING

PART 1 GENERAL

1.01 SUMMARY

A. Section includes insulation and membrane roofing.

1.02 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Wood Protection Association (AWPA): U1, Use Category System: User Specification for Treated Wood.
2. ASTM International (ASTM):
   a. C1289, Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
   b. D41, Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
   c. D312, Standard Specification for Asphalt Used in Roofing.
   d. D412, Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
   e. D471, Standard Test Method for Rubber Property—Effect of Liquids.
   f. D573, Standard Test Method for Rubber—Deterioration in an Air Oven.
   g. D751, Standard Test Methods for Coated Fabrics.
   h. D1149, Standard Test Methods for Rubber Deterioration-Cracking in an Ozone Controlled Environment.
   i. D1204, Standard Test Method for Linear Dimensional Changes of Nonrigid Thermoplastic Sheeting or Film at Elevated Temperature.
   j. D4601, Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
3. FM Global (FM): DS 1-29, Roof Deck Securement and Above-Deck Roofing Components.
4. International Code Council (ICC): Florida Building Code (FBC).
5. National Roofing Contractors Association: NRCA Roofing and Waterproofing Manual.
6. U.S. Department of Defense Military Standard (MIL): 3010, Test Procedures for Packaging Materials.

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1.03 DESIGN REQUIREMENTS

A. Wind Uplift Performance: Roof system shall be designed to withstand wind uplift forces as calculated using the current revision of ASCE-7 10.

B. Thermal Performance: Roof system will achieve an average R-value not less than 25.

C. Building Codes: Roof system will meet the requirements of all federal, state and local code bodies having jurisdiction.

1.04 PERFORMANCE REQUIREMENTS

A. General Performance: Thermoplastic membrane roofing shall comply with performance requirements without failure due to defective manufacture, fabrication, installation or other defects in construction.

B. Structural Performance:

1. Provide thermoplastic membrane roof assembly capable of withstanding the design loads specified on Structural Drawings.
2. The roof assembly shall be designed to safely resist the positive and negative loads as required for the location and type of project designed according to the requirements of the Florida Building Code.

1.05 SUBMITTALS

A. Action Submittals:

1. Layout of tapered insulation.
2. Project-specific details of roof penetrations and perimeter conditions.
3. Layout and details of fully adhered system.
4. List of materials proposed for use; include roofing materials, accessories, insulation, and fasteners.
5. Manufacturer’s specifications selected for use; include description of complete system from deck up.
6. Documentation that anchoring system meets uplift requirements.
7. Product/Code Certification: Provide written verification that submitted roof system assembly and installation method meet or exceed Project Design and Performance Requirements, in this section, by one, or more, of the following methods as allowed for by FBC:
   a. Dade County Building Code Compliance Office (DCBCCO) Notice of Acceptance (NOA) or Florida Product Approval for complete roof system assembly.

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b. Rational Comparative Analysis: Testing data, calculations and verification documents signed and sealed by a professional engineer registered in the State of Florida.
c. Local product approval by Authority Having Jurisdiction (AHJ).

B. Informational Submittals:

1. Manufacturer’s Certificate of Compliance, in accordance with Section 01 00 01, General Requirements.
2. Manufacturer’s installation instructions.
3. Letter or other documentation from roofing materials manufacturer stating that installer has been trained and approved to apply roof system.
4. Sample copy of guarantee to be provided.
5. Record of Preroofing Conference.
6. Inspection reports for inspections conducted by membrane manufacturer’s representative; include written instructions or recommendations as conditions to special guarantee.
7. Operation and Maintenance Data:
   a. As specified in Section 01 00 01, General Requirements.
   b. Include sketches where applicable, recommendations for periodic inspection, care, and maintenance.
   c. Identify common causes of damage with instructions for temporary patching until permanent repair can be made.
8. Manufacturer’s Certificate of Proper Installation per Section 01 00 01, General Requirements, (or alternately, test results or calculations) that assure item’s and its anchorage’s design criteria meets requirements of Section 01 00 01, General Requirements, for loads provided in Section 01 00 01, General Requirements.
9. Copy of punch list generated by manufacturer’s Technical Field Representative during final inspection of roofing, flashing and welded seams.
10. Certifications for Final Close-Out:
    a. Written report prepared by manufacturer's Technical Field Representative stating that roof has been inspected for deficiencies, a listing of all deficiencies and corrections that have been made, and roofing system has been properly installed and is warrantable for period required by the Specifications.
    b. Final Warranty documents signed by manufacturers authorized representative.

1.06 QUALITY ASSURANCE

A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.

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B. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of 15 years of experience.

C. Manufacturer’s Technical Field Representative shall have a minimum seven years of experience in field installation and applicator training and approval process.

D. Installer Qualifications:

1. All products listed in this section are to be installed by a single installer with a minimum of 5-years demonstrated experience in installing products of the same type and scope as specified.
2. Installer must be capable of providing the Manufacturer's No Dollar Limit guarantee.

E. Provide for manufacturer's Technical Field Representative time during Pre-Installation Conference, job start-up, and two minimum 4-hour Site visits during roofing application. Include all applicable costs.

F. Manufacturer's Technical Field Representative shall inspect all roofing, flashing, and spot test welded seams at completion, generate punch list and provide copy of punch list to Engineer.

G. On-site quality reviews of all welded seams shall be performed by Applicator prior to stopping work each day: Provide subsequent report identifying the locations of all seam failures and repairs made to that seam.

1.07 PREROOFING CONFERENCE

A. Conference Requirements:

1. Attendees: Engineer, roofing installer, roofing manufacturer, installers of related Work, and other entities concerned with roofing performance included, where applicable, Owner’s insurer, test agencies, governing authorities, and Owner.
2. Agenda: Follow outline in NRCA’s Waterproofing Manual. Include acceptability of deck, roofing system, materials, manufacturer’s specifications selected, flashing details, roof guarantee, and protection of furnished roofing system.
3. Documentation: Record discussion and agreements. Furnish copy to each attendee invited.

B. Membrane manufacturer’s inspections as required to meet conditions of guarantee.

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1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in their original, unopened containers, clearly labeled with manufacturer’s name, brand name, and such identifying numbers as are appropriate.

B. Storage:

1. Store products in manufacturer's unopened packaging until ready for installation.
2. Store materials at temperatures between 60 degrees F and 80 degrees F. Should they be exposed to lower temperatures, restore to 60 degrees F prior to use.
3. Store rigid roof insulation materials on clean, raised platform.
4. Do not store uncured flashing membrane on roof or at temperatures exceeding 75 degrees F.

C. Protect materials against wetting, moisture absorption, and construction traffic.

D. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.

E. When loading materials onto the roof, the Manufacturer’s Authorized Roofing Applicator must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.

1.09 ENVIRONMENTAL REQUIREMENTS

A. Weather: Do not install roofing during precipitation or when it is probable.

B. Temperature:

1. Install roofing when ambient temperature is 50 degrees F or above.
2. When temperature is below 50 degrees F, install only with approval or and under supervision of membrane manufacturer.

1.10 COORDINATION

A. Coordinate Work with installation of associated roof penetrations and metal flashings, as Work of this section proceeds.

1.11 WARRANTY

A. At Project closeout, provide to Owner or Owners Representative an executed copy of the manufacturer's No Dollar Limit, Total System warranty, outlining its terms, conditions, and exclusions from coverage:

1. Duration: 30 years.

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PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Fully Adhered TPO Roofing:

1. GAF; EverGuard TPO 80-mil membrane.
2. Johns Manville; ST8RA-C/I, 80-mil membrane.
3. GenFlex Roofing Systems; TPO.

2.02 ROOFING SYSTEM

A. Roofing system shall meet these Specifications, and approval and warranty of membrane manufacturer to provide a fully adhered complete TPO system including the following:

1. Membrane.
2. Roof insulation.
3. Cover board.
4. Flashing.
5. Adhesives.
6. Fasteners.
7. Accessory materials.

2.03 MEMBRANE MATERIALS

A. Reinforced thermoplastic polyolefin sheet, 0.080-inch thick with the following properties:

Properties	Test Method	Specification
Thickness Tolerance	ASTM D751	Plus or minus 10%
Breaking Strength (min)	ASTM D751, Grab Method	300 pounds
Elongation at Break	ASTM D412	30 %
Tear Strength (min)	ASTM D751	70 pounds
Ozone Resistance	ASTM D1149, 70 hours at 100 degrees F	No cracks or other affect
Heat Aging	ASTM D573, 28 days at 212 degrees F retention of tensile	Maintain 100% of original breaking strength

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Properties	Test Method	Specification
Water Absorption (change in mass)	ASTM D471, 158 degrees F for 7 days	1%
Hydrostatic Resistance (min)	ASTM D751, Method A	430 psi
Puncture Resistance	MIL Std 3010	380 pounds
Dimensional Stability (% change max.)	ASTM D1204	+ 0.4%

B. Membrane Sheet Size: Minimum width 60 inches by length of largest sheet possible, determined by project conditions.

C. Color: White.

2.04 ACCESSORY MATERIALS

A. Adhesives and Fasteners:

1. Surface Conditioner: Compatible with membrane.
2. Membrane cover board, and insulation adhesives and fasteners as recommended by membrane manufacturer.
3. Thinner and Cleaner: As recommended by adhesive manufacturer, compatible with sheet membrane.

B. Flashing:

1. 0.080-inch roofing membrane.
2. Provide unreinforced 0.070-inch-thick roofing membrane for field fabricated vent stacks, pipes, and corners.

C. Primer: ASTM D41 Asphalt.

D. Asphalt: ASTM D312, Type III steep asphalt.

E. Roofing Felt: ASTM D4601, Type IV or VI asphalt-coated glass fiber mat.

F. Nailers: Preservative treated wood as specified in Section 06 10 00, Rough Carpentry.

2.05 RIGID ROOF INSULATION BOARD

A. Average Aged R-value for Total Thickness of Rigid Insulation: Minimum R-25.

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B. Any one of the following insulation materials may be used on this Project provided roofing materials manufacturer will guarantee roofing system.

1. Polyisocyanurate Foam Board:
   a. ASTM C1289, Type II with FM Class 1 approval.
   b. Minimum Size: 2 feet by 4 feet.
   c. Manufacturers and Products:
      1) Atlas Roofing Corp.; ACFoam-II.
      2) GAF; EnergyGuard Polyiso.
      3) Johns Manville; ENRGY 3.
2. Tapered Board System:
   a. Factory precut or field tapered insulation board, minimum 1-inch thick with top surface cut to a uniform, continuous slope of 1/4 inch per foot.
   b. Fabricate miters and edges to match abutting blocks.
   c. Manufacturers and Products:
      1) Atlas Roofing Corp.; Tapered ACFoam-II.
      2) GAF; EnergyGuard Tapered Polyiso.
      3) Johns Manville; Tapered ENRGY 3.

2.06 COVER BOARD

A. Manufacturers and Products:

1. Georgia-Pacific (GP); DensDeck Roof Board.
2. Johns Manville; Invinsa Roof Board.

PART 3 EXECUTION

3.01 PREPARATION

A. Surfaces to be adhered shall be dry before and throughout entire application.

B. Notify Engineer and manufacturer’s representative at least 48 hours before installation of insulation, membrane, and roofing system.

C. Inspection:

1. Verify work of other trades that penetrates roof deck or requires roof access has been completed.
2. Ensure deck is firm, dry, free of foreign material, and reasonably smooth.
   a. Differential height between adjacent roof deck members of more than 1/8 inch is not acceptable.
   b. Repair joints greater than 1/4-inch wide.

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3. Report immediately to Engineer cracks, breaks, holes, or other unusual irregularities in surface.
4. Cover rough surface that would cause damage to membrane with protection board.

D. Nailers:

1. Install wooden nailers at parapet walls on outside perimeter of building.
2. Anchor nailer with a suitable fastener with minimum withdrawal resistance of 100 pounds.
3. Stagger fasteners 6 inches on center within 8 feet of outside corner and 12 inches on center along other perimeter areas.
4. Nailer Thickness: Choose to match top surface of adjacent construction.

3.02 INSTALLATION

A. In accordance with membrane manufacturer's standard details for flashing and termination conditions not shown.

B. In accordance with Article Performance Requirements for uplift conditions.

C. In accordance with applicable recommendations of FM DS 1-29.

D. Insulation:

1. Keep insulation dry before and during application.
2. Install rigid insulation where and to thickness necessary for R-25 in two or more layers, staggering joints.
3. Lay insulation with longest dimension perpendicular to direction of membrane seams with joints staggered over roof area to be covered.
4. Butt boards as closely as possible with no gaps over 1/4 inch.
5. Mechanically fasten insulation to deck following roofing membrane manufacturer's instructions.
6. Do not install more insulation each day than can be covered with membrane before end of day or start of inclement weather.

E. Cover Board:

1. Apply minimum 3/4-inch cover board to concrete substrate with longest dimension perpendicular to membrane seams with joints staggered over roof area to be covered.
2. Fasten cover board with adhesive to insulation in accordance with roofing membrane manufacturer's instructions.

F. Membrane:

1. Install membrane and flashing in accordance with manufacturer's recommendations and instructions.

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2. Heat weld joints following manufacturer's instructions.
3. Fully adhere membrane to substrate.

G. Flashing: Install perimeter, scuppers, and other detail flashing as shown on manufacturer's standard detail drawings and as follows:

1. Heat weld flashing to membrane and attach to other surfaces following manufacturer's instructions.

H. Temporary and Night Seals:

1. Provide water cutoffs under the following circumstances:
   a. Where and when a danger exists that water caused by precipitation may get under new roofing membrane.
   b. At end of each day.
2. Make by securely setting end of membrane in 6-inch-wide continuous application of cement and weight adhered edge to prevent displacement of cutoff.
3. Remove temporary water cutoffs prior to proceeding with next work period by cutting off and disposing of portion of membrane that has been in contact with cement.

I. Walkways: Adhere to membrane with membrane manufacturer's bonding adhesive.

3.03 MANUFACTURER'S SERVICES

A. Provide manufacturer's representative at Site in accordance with Section 01 00 01, General Requirements, for installation assistance, inspection and Certification of Proper Installation, equipment testing, startup assistance, and training of Owner's personnel for specified component, subsystem, equipment, or system.

3.04 CLEANING

A. Remove spots and smears of asphalt or other material from flashings, gravel stops, and other surfaces not intended to be coated with such material. During removal, do not damage surfaces. Use solvents, if necessary, to clean surfaces.

3.05 PROTECTION

A. Limit traffic of personnel and equipment on completed roof to that deemed essential for completion of Project.

END OF SECTION

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SECTION 07 62 00
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. ASTM International (ASTM):
   a. A153/A153M, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
   b. A653/A653M, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
   c. A924/A924M Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
   d. C920, Standard Specification for Elastomeric Joint Sealants.
   e. C1311, Standard Specification for Solvent Release Sealants.
   f. D1187/D1187M, Standard Specification for Asphalt-Base Emulsions for Use as Protective Coatings for Metal.
   g. D4586/D4586M, Standard Specification for Asphalt Roof Cement, Asbestos-Free.
2. FM Global (FM): Loss Prevention Data Sheet 1-49, Perimeter Flashing.
3. Sheet Metal and Air Conditioning Contractors National Association (SMACNA): 1793, Architectural Sheet Metal Manual.

1.02 PERFORMANCE REQUIREMENTS

A. General: Sheet metal flashing and trim shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.

B. Structural Performance: To meet or exceed the 2020 Florida Building Code 7th Edition maximum positive and negative for the project site location.

C. Thermal Movements:

1. Provide sheet metal flashing and trim that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures for preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects.
   a. Temperature Change (Range): 120 degrees F, ambient; 180 degrees F, material surfaces.

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2. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements.
3. Base engineering calculation on surface temperatures of materials as a result of both solar heat gain and nighttime-sky heat loss.

D. Water Infiltration: Provide sheet metal flashing and trim that does not allow water infiltration to building interior.

1.03 QUALITY ASSURANCE

A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA 1793. Conform to dimensions and profiles shown, unless more stringent requirements are indicated.

1.04 SUBMITTALS

A. Action Submittals:

1. Shop Drawings:
   a. Show joints, types and location of fasteners, and special shapes.
   b. Catalog data for stock manufactured items.
2. Samples: Color Samples for items to be factory finished.

1.05 DELIVERY, HANDLING, AND STORAGE

A. Inspect for damage, dampness, and wet storage stains upon delivery to Site.

B. Remove and replace damaged or permanently stained materials that cannot be restored to like-new condition.

C. Carefully handle to avoid damage to surfaces, edges, and ends.

D. Do not open packages until ready for use.

E. Store materials in dry, weathertight, ventilated areas until immediately before installation.

PART 2 PRODUCTS

2.01 METAL

A. Stainless Steel: ASTM A666, Type 304 or Type 316, soft temper; No. 2D, dull finish, 0.018-inch thick, unless otherwise shown.

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2.02 PREFABRICATED METAL SYSTEMS

A. Gravel Stop and Fascia System:

1. Stainless steel, 24-gauge minimum thickness.
2. Include ancillary items, such as prefabricated spillout scupper, fascia sump, and mitered and welded corners, where shown and as required for a complete system.
3. Manufacturers and Products:
   a. W.P. Hickman Co.; Econosnap.
   b. IMETCO; EZ Edge.

B. Coping System:

1. Snap-on system, stainless steel, 24-gauge minimum thickness.
2. Include ancillary items, such as mitered and welded corners, and end caps, where shown and as required for complete system.
3. Manufacturers and Products:
   a. W.P. Hickman Co.; Permasnap Coping.
   b. IMETCO; EZ Edge.
   c. Johns Manville; Presto Lock Coping System.

C. Finish: Match Existing.

2.03 DOWNSPOUTS, GUTTERS, SCUPPERS, AND CONDUCTOR HEADS

A. Same metal and thickness as flashing.

2.04 ANCILLARY MATERIALS

A. Sealing Tape: Polyisobutylene sealing tape specifically manufactured for setting flanges on bituminous roofing.

B. Isolation Paint: ASTM D1187/D1187M, asphalt.

C. Isolation Tape: Butyl or polyisobutylene, internally reinforced, or 20-mil thick minimum polyester.

D. Plastic Roof Cement: ASTM D4586/D4586M, Type II.

E. Elastomeric Sealant: ASTM C920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

F. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement.

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G. Fasteners:

1. Zinc or Aluminum Work: Stainless steel or aluminum.
2. Stainless Steelwork: Stainless steel.
3. Nails: Roofing nailhead, 10-gauge spiral or ring shank, lengths as required to penetrate wood at least 3/4 inch or as required in Article Performance Requirements.

2.05 FABRICATION OF FLASHING

A. Field measure prior to fabrication.

B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.

C. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.

D. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.

E. Reinforcements and Supports: Provide same material as flashing, unless other material is shown. Steel, where shown or required, shall be galvanized or stainless.

F. Rigid Joints and Seams: Make mechanically strong. Seal joints with sealant.

G. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.

H. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1-inch deep, filled with butyl sealant concealed within joints.

I. Fabricate sheet metal in 10-foot maximum lengths, unless otherwise indicated.

J. Provide watertight closures at exposed ends of counterflashing.

K. Fabricate corners in one-piece with legs extending 30 inches each way to field joint. Lap or rivet corner seams watertight. Apply sealant if necessary.

L. Solvent clean sheet metal. Surfaces to be in contact with roofing or otherwise concealed shall be coated with isolation paint.

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M. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.

N. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

1. Thickness: As recommended by SMACNA 1793 and FM Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.

2.06 FABRICATION OF DOWNSPOUTS, GUTTERS, SCUPPERS, AND CONDUCTOR HEADS

A. Form downspouts and gutters in maximum lengths as practicable to sizes and shapes indicated on the Drawings:

1. Telescope end joints 1-1/2 inches and lock longitudinal joints of downspouts.
2. Provide elbows at bottom where downspouts empty onto splash blocks.
3. Fit downspouts into cast iron boots or drainpipes where indicated on the Drawings; neatly caulk or cement joints.

B. Form scuppers and conductor heads to shapes and sizes indicated on the Drawings.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set and cant strips and reglets in place.

B. Verify nailing strips and blocking are properly located.

C. Verify membrane termination and base flashings are in place, sealed, and secure.

3.02 INSTALLATION

A. Flashing:

1. General:
   a. Install sheet metal roof flashing and trim to comply with performance requirements and SMACNA 1793.
   b. Provide concealed fasteners where possible, set units true to line, and level as indicated.

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c. Install work with laps, joints, and seams that will be permanently watertight.

2. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FM Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
   a. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at 16-inch centers.
3. Isolate metal from wood and concrete and from dissimilar metal with isolation tape or two coats of isolation paint.
4. Use only stainless steel fasteners to connect isolated dissimilar metals.
5. Joints: 10-foot maximum spacing and 2-1/2 feet from corners, butted with 3/16-inch space centered over matching 8-inch-long backing plate with sealing tape in laps.
6. Set flanges of flashings and roof accessories on continuous sealing tape or in plastic roof cement on top of envelope ply of roofing. Nail flanges through sealing tape and at 3-inch maximum spacing. Touch up isolation paint on flanges.
7. Joints, Fastenings, Reinforcements, and Supports: Sized and located as required to preclude distortion or displacement as a result of thermal expansion and contraction.
8. Provide continuous holddown clips at counterflashing and gravel stops.
9. Conceal fastenings wherever possible.
10. Set flashing and sheet metal to straight, true lines with exposed faces aligned in proper plane without bulges or waves.

B. Prefabricated Metal Systems:

1. Follow system manufacturer’s printed instructions.
2. Place color variations in pieces so no extremes are next to each other.

C. Downspouts, Gutters, Scuppers, and Conductor Heads: Anchor downspouts to wall with straps of same material as downspouts. Install gutters, scuppers, and conductor heads as indicated on the Drawings.

3.03 FINISH

A. Exposed Surfaces of Flashing and Sheet Metalwork: Free of dents, scratches, abrasions, or other visible defects, and clean and ready for painting where applicable.

3.04 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

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B. Clean and neutralize flux materials. Clean off excess solder and sealants.

C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.

D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

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SECTION 07 70 01
ROOF SPECIALTIES AND ACCESSORIES

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. Air Movement and Control Association International (AMCA).
2. American Architectural Manufacturers Association (AAMA).
3. ASTM International (ASTM):
   a. D1187, Standard Specification for Asphalt-Base Emulsions for Use as Protective Coatings for Metal.
   b. D4586, Standard Specification for Asphalt Roof Cement, Asbestos-Free.

1.02 STATEMENT OF WORK

A. Existing roof specialties and accessories are to remain unless otherwise noted on the Drawings. This Specification is included for any existing roof specialties or accessories that must be replaced to obtain a new warranty in accordance with Section 07 52 16, SBS-Modified Bituminous Membrane Roofing and Section 07 54 23, Thermoplastic Membrane Roofing in these Contract Documents, or to maintain an existing warranty and watertight conditions. Contractor to notify Engineer and Owner prior to fabrication or installation or any new roof specialties and accessories.

1.03 SUBMITTALS

A. Action Submittals:

1. Shop Drawings of each item specified showing materials, details, flashing, anchorage, and relation to adjacent structure.
2. Catalog cuts of each item specified item.

B. Informational Submittals: Manufacturer’s Certificate of Compliance per Section 01 00 01, General Requirements, (or alternately, test results or calculations) that assure item’s and its anchorage’s design criteria meets requirements of Section 01 00 01, General Requirements, for loads provided on the Structural Drawings.

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1.04 SEQUENCING AND SCHEDULING

A. Coordination: Schedule and coordinate work of this section with work of Section 07 52 16, SBS-Modified Bituminous Membrane Roofing, Section 07 54 23, Thermoplastic Membrane Roofing, and Section 07 62 00, Sheet Metal Flashing and Trim.

PART 2 PRODUCTS

2.01 VENT PIPE FLASHING

A. Prefabricated flashing with elastomeric collar and 0.032-inch aluminum base, sized to fit vent pipe.

B. Manufacturer and Product: Oatey; No-Caulk Roof Flashing.

2.02 ROOF DRAINS

A. Molded plastic drain with dome grate and flexible neoprene bellows connection to drain.

B. Size: To match existing drain pipe.

C. Manufacturers and Products:

1. Johns Manville; Flex-I-Drain.
2. Portals Plus, Inc.; Roof Drain.

2.03 ANCILLARY MATERIALS

A. Sealing Tape: Polyisobutylene sealing tape specifically manufactured for setting flanges on bituminous roofing.

B. Isolation Paint: ASTM D1187, asphalt.

C. Coat aluminum surfaces in contact with concrete or dissimilar metals as specified.

D. Isolation Tape: Butyl or polyisobutylene, internally reinforced, or 20-mil-thick minimum polyester.

E. Plastic Roof Cement: ASTM D4586, Type II.

F. Fasteners: Stainless steel of type required.

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PART 3 EXECUTION

3.01 PREPARATION

A. Examine surfaces and structures to receive the Work of this section.

B. Take measurements at Site and fabricate work to suit. No changes shall be made in supporting structure to accommodate this Work.

3.02 INSTALLATION

A. General:

1. Install roof specialties and accessories as detailed in approved Shop Drawings and in conformance with manufacturer's instructions, recommendations, and standards.
2. Use appropriate pipe seal, or vent pipe flashing where pipe, conduit, or cable, etc., penetrate roofing membrane.
3. Factory Finished Units: Place color variations in pieces so no extremes are next to each other.
4. Make Work weathertight and free of expansion and contraction noise.
5. Maintain separation between aluminum surfaces and concrete or dissimilar metals with isolation paint or with isolation tape.

END OF SECTION

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SECTION 26 41 00
FACILITY LIGHTNING PROTECTION

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. Lightning Protection Institute (LPI): 175, Standard of Practice.
2. National Fire Protection Association (NFPA):
   a. 70, National Electrical Code (NEC).
   b. 780, Standard for the Installation of Lightning Protection Systems.
3. UL:
   a. 96, Standard for Lightning Protection Components.
   b. 96A, Standard for Installation Requirements for Lightning Protection Systems.

1.02 DESIGN REQUIREMENTS

A. Provide lightning protection system design for the following structures:

1. Taylor Creek Pump Station: Pump Station Building.
2. Wewahootee Water Treatment Plant: Pump Station Building.

B. Design lightning protection system to comply with applicable provisions of LPI 175, UL 96, UL 96A, and NFPA 780.

C. Design to have the following special considerations.

1. Reuse existing components and only replace parts as required.
2. Run down conductors along the exterior of the buildings.

1.03 SUBMITTALS

A. Action Submittals:

1. Signed and Sealed Drawings by a Florida Professional Engineer (PE):
   a. Lightning protection system layout.
   b. Component locations.
   c. Detailed plans.
2. Down conductor.
3. Connecting conductor.
4. Bond strap.
5. Air terminals.

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6. Fittings.
7. Connectors.
8. Ground rods.

B. Informational Submittals:

1. Field test report.
2. Ground Witness Certification-Form LPI-175A.
3. Post-Installation Certification-Form LPI-175B.
4. UL 96 Master Label “C” Certification.

1.04 QUALITY ASSURANCE

A. Designer: Lightning protection system design shall be prepared by and signed and sealed by a professional engineer registered (PE) in the State of Florida.

B. System components shall be the product of a manufacturer regularly engaged in the manufacturing of lightning protection components in accordance with UL 96.

C. Lightning protection system shall be installed under direct supervision of an LPI 175 Certified Master Installer.

D. Inspection of final installation and grounding connection shall be performed by an LPI-certified inspector.

E. Provide the Work in accordance with NFPA 70. Where required by Authority Having Jurisdiction (AHJ), material and equipment shall be labeled or listed by a nationally recognized testing laboratory or other organization acceptable to the AHJ in order to provide a basis for approval under NEC.

F. Materials and equipment manufactured within the scope of standards published by UL shall conform to those standards and shall have an applied UL listing mark.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Materials, equipment, and accessories specified in this section shall be products of:

1. Thompson Lightning.
2. IPC Protection.
3. Erico Eritech Lightning Protection Systems.
4. VFC, Inc.

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2.02 GENERAL

A. Complete system shall bear UL 96 Master Label C.

B. System Material: Aluminum**,** unless otherwise specified.

C. Material shall comply in weight, size, and composition for the class of structure to be protected as established by NFPA 780.

2.03 COMPONENTS

A. Air Terminal:

1. Material: Solid aluminum with tapered or blunt points as required for application.
2. Diameter: 5/8 inch.
3. Length: Sufficient to extend minimum 10 inches above object being protected.
4. UL 96 Label B applied to each terminal.

B. Conductors:

1. Lightning System Conductors: Bare medium hard-drawn stranded tin-plated copper, or stranded aluminum as required for the application.
2. Main Down Conductor: Smooth twist stranding.
3. Connecting Conductor: Concentric stranding.
4. Bonding Conductor: Flexible strap.
5. Main down and connecting conductors shall bear the UL 96 Label A, applied every 10 feet.
6. Grounding Conductors: Stranded bare tin-plated copper.

C. Cable Fastener and Accessories: Capable of withstanding minimum pull of 100 pounds.

D. Fittings:

1. Heavy-duty.
2. Bolts, Screws, and Related Hardware: Stainless steel.

E. Ground Rods:

1. Material: Copper-clad.
2. Diameter: 5/8 inch.
3. Length: minimum 10 feet.

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F. Grounding Connections:

1. Welds: Exothermic process.
2. Fasteners: Bolted clamp type, corrosion-resistant copper alloy.
3. Hardware: Silicone bronze.

G. Cable Connections and Splicers:

1. Welds: Exothermic process.
2. Fasteners: Bolted clamp type, corrosion-resistant copper alloy.
3. Through-Roof Connectors: Straight or right angle with bronze and lead seal flashing washer.

H. Conduit: Schedule 40 PVC, as specified.

PART 3 EXECUTION

3.01 GENERAL

A. Workmanship to comply with all applicable provisions of LPI 175, UL 96, UL 96A, and NFPA 780.

B. Aluminum materials shall be used where required to meet the galvanic corrosion requirements of UL 96A.

C. Provide pitchpockets or method compatible with roofing to waterproof roof penetrations.

D. Install system in inconspicuous manner so components blend with building aesthetics.

3.02 EXAMINATION

A. Verify conditions prior to installation. Actual conditions may require adjustments in air terminal and ground rod locations.

3.03 INSTALLATION

A. Air Terminals:

1. Supports: Brackets or braces.
2. Parapet Bracket Attachment: Lag or expansion bolts.
3. Secure base to roof surface with adhesive or pitch compatible with roofing bond.
4. Provide terminal flashing at roof penetrations.

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5. Perimeter Terminals:
    a. Maximum Spacing: 20 feet.
    b. Maximum Distance From Outside Edge of Building: 2 feet.
6. Roof Ridge Terminals: Maximum spacing 20 feet.
7. Mid-Roof Terminals: Maximum spacing 50 feet.
8. Provide blunt point air terminals for applications exposed to personnel.

B. Conductors:

1. Conceal whenever practical.
2. Provide 1-inch PVC conduit in building walls or columns for main downleads and roof risers.
3. Support: Maximum spacing for exposed conductors.
    a. Vertical: 3 foot.
    b. Horizontal: 4 foot.
4. Maintain horizontal and vertical conductor courses free from dips or pockets.
5. Bends: Maximum 90 degrees, with minimum 8-inch radius.
6. Install air terminal conductors on the structural roof surface before roofing composition is applied.

C. Bonding:

1. Bond to Main Conductor System:
    a. Roof-mounted ventilators, fans, air handlers, masts, flues, cooling towers, handrails, and other sizeable metal objects.
    b. Roof flashing, gravel stops, insulation vents, ridge vents, roof drains, soil pipe vents, and other small metal objects if located within 6 feet of main conductors or another grounded object.
2. Bond each steel column or major framing members to grounding system.
3. Bond each main down conductor to grounding system.

D. Grounding System:

1. Grounding Conductor:
    a. Completely encircle building structure.
    b. Bury minimum 1 foot below finished grade.
    c. Minimum 2 feet from foundation walls.
2. Interconnect ground rods by direct-buried copper cables.
3. Maximum Resistance: 5 ohms when connected to ground rods.

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4. Connections:
    a. Install ground cables continuous between connections.
    b. Exothermic welded connections to ground rods, cable trays, structural steel, handrails, and buried and nonaccessible connections.
    c. Provide bolted clamp type mechanical connectors for all exposed secondary connections.
    d. Use bolted offset parapet bases or through-roof concealed base assemblies for air terminal connections.
    e. Provide interconnections with electrical and telephone systems and all underground water, and gas metal pipes.
    f. Provide electric service arrestor ground wire to building water main.

3.04 FIELD QUALITY CONTROL

A. Field Testing:

1. Isolate lightning protection system from other ground conditions while performing tests.
2. Resistance: Test ground resistance of grounding system by the fall-of-potential method.
    a. Test Resistance to Ground: Maximum 5 ohms.
    b. Install additional ground rods as required to obtain maximum allowable resistance.
3. Test Report:
    a. Description of equipment tested.
    b. Description of test.
    c. Test results.
    d. Conclusions and recommendations.
    e. Appendix, including appropriate test forms.
    f. Identification of test equipment used.
    g. Signature of responsible test organization authority.

END OF SECTION

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DRAWINGS

(BOUND SEPARATELY)

CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES

CITY OF COCOA
FLORIDA

VOLUME 2 OF 2
DRAWINGS

For information regarding this project, contact:
RICHIE ANGLEY, P.E.
200 S ORANGE AVE
SUITE 900
ORLANDO, FL 32801

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FEBRUARY 2024

BID DOCUMENTS

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VICINITY MAP
NTS



N

LOCATION MAP
NTS

INDEX OF DRAWINGS

SHEET	DRAWING	TITLE
		01 - GENERAL
01		COVER SHEET
02	01-G-002	LOCATION AND VICINITY MAPS AND INDEX OF DRAWINGS
03	01-G-003	ARCHITECURAL LEGEND AND NOTES
		20 - TAYLOR CREEK PS
04	20-A-101	TAYLOR CREEK SITE PLAN
05	20-A-201	TAYLOR CREEK ROOF PLAN
06	20-A-301	TAYLOR CREEK ROOF DETAILS
		30 - WEWAHOOTEE WTP
07	30-A-101	WEWAHOOTEE SITE PLAN
08	30-A-201	WEWAHOOTEE WM ROOF PLAN
09	30-A-301	WEWAHOOTEE ROOF DETAILS

NO.	DATE	DR	REVISION	CHK	APVD	BY	APVD
DSGN	A. DOLSAK	S. SLAYTON		T. DODGE			A. DOLSAK

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CITY OF COCOA
CITY OF COCOA, FLORIDA

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GENERAL

LOCATION AND VICINITY MAPS
AND INDEX OF DRAWINGS

BID DOCUMENTS

VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING.
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PROJ	EGXL7403
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SHEET	2 of 9

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ARCHITECTURAL ABBREVIATIONS

ABBREVIATION	DEFINITION
A	AWNING
AC	ACOUSTICAL CEILING
ACFL	ACCESS FLOORING
ACMU	ACOUSTICAL CMU
ACT	ACOUSTICAL TILE
AJ	ADJUSTABLE
AL	ALUMINUM
AS	AS SELECTED
BRK	BRICK
BNZ	BRONZE
BV	BLOCK VENT
C	CASEMEMT
CLR	CLEAR
CLSR	CLOSER
CMU	CONCRETE MASONRY UNITS
CNTR	COUNTER
COL	COLOR
CONC	CONCRETE
CONSTR	CONSTRUCTION
CPT	CARPET
CRC	CHEMICAL-RESISTANT COATINGS
CT	CERAMIC TILE
DA	DUAL ACTION
DB	DRAINABLE
DH	DOUBLE HUNG
EIFS	EXTERIOR INSULATION AND FINISH SYSTEM
EXP	EXPOSED STRUCTURE
FCTY	FACTORY
FNSH	FINISH
FRP	FIBERGLASS REINFORCED PLASTIC
FWC	FABRIC WALL COVERING
FX	FIXED
GALV	GALVANIZED STEEL
GCMU	GLAZED CONCRETE MASONRY
GH	GREENHOUSE
GLZ	GLAZING
GMU	GLASS MASONRY UNITGRY GRAY
GSB	GYPSUM SOFFIT BOARD
GWB	GYPSUM BOARD
HC	HOLLOW CORE
HDNR	HARDENER
HGT	HEIGHT
HM	HOLLOW METAL
HS	HORIZONTAL SLIDING
J	JALOUSIE
JA	JAL-AWNING
KEY	KEY GROUP
KPL	KICK PLATE
LD	COMBINATION LOUVER/DAMPER
MATL	MATERIAL
MDO	MEDIUM DENSITY OVERLAY
MET	METAL
MO	MANUALLY OPERABLE
MS	MANUFACTURER'S STANDARD
P	PROJECTED
PAVT	PAVER TILE
PLAM	PLASTIC LAMINATE
PLAS	PLASTER
PLWD	PLYWOOD
PNL	PANELING
PP	PUSH-PULL
PTN	PARTITION
QT	QUARRY TILE
RESIL	RESILIENT
RFS	ROLL-UP FIRE SHUTTER
RRUB	RADIAL RUBBER FLOORING
RUB	RUBBER SHEET FLOORING
SC	SOLID CORE WOOD
SIM	SIMILAR
SMLS	SEAMLESS EPOXY
SOI	SPRAY-ON INSULATION
SP	STORMPROOF
SST	STAINLESS STEEL
STL	STEEL
SVIN	SHEET VINYL
TCTG	TRAFFIC COATING
TH	TOP HINGED
TR	TRANSOM
TSHD	THRESHOLD
TWP	TRANSLUCENT PANEL SYSTEM
VCT	VINYL COMPOSITION TILE
VINT	VINYL TILE
VNL	VINYL
VP	VERTICAL PIVOTED
VS	VERTICAL SLIDE
VWC	VINYL WALL COVERING
WD	WOOD
WHT	WHITE
WRB	WATER RESISTANT GWB
WS	WEATHERSTRIPPING
WW	WINDOW WALL
X	OPEN

GOVERNING CODES AND STANDARDS

2020 FLORIDA BUILDING CODE, BUILDING, 7TH EDITION
2020 FLORIDA BUILDING CODE, ACCESSIBILITY, 7TH EDITION
2020 FLORIDA BUILDING CODE, ENERGY CONSERVATION, 7TH EDITION
2020 FLORIDA BUILDING CODE, PLUMBING, 7TH EDITION
2020 FLORIDA BUILDING CODE, MECHANICAL, 7TH EDITION
2020 FLORIDA BUILDING CODE, FUEL GAS, 7TH EDITION
2020 FLORIDA FIRE PREVENTION CODE, 7TH EDITION
2017 NATIONAL ELECTRICAL CODE (NFPA 70)

ARCH/STRUCT MATERIAL SYMBOLS

SYMBOL	LEGEND	SYMBOL	LEGEND
	GRATING, SPAN DIRECTION INDICATED		WOOD STUD WALL (PLAN)
	CHECKERED PLATE		RIGID INSULATION
	GROUT		BATT INSULATION
	GRANULAR FILL		STEEL
	EARTH OR FINISH GRADE		ALUMINUM
	CONCRETE		PLYWOOD
	CMU WALL (PLAN)		GYPSUM WALLBOARD
	CMU WALL (SECTION)		ACOUSTICAL TILE
	MASONRY WALL		WOOD, ROUGH CONTINUOUS
	METAL STUD WALL (PLAN)		WOOD, ROUGH NON-CONTINUOUS
			WOOD, FINISHED

GENERAL ARCHITECTURAL NOTES

GENERAL ROOFING CONSTRUCTION NOTES

1. NOTE: REFER TO AND COORDINATE DIRECTLY WITH PROJECT SPECIFICATIONS AND GENERAL PROVISIONS. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS IN THE FIELD. THIS SHALL INCLUDE VERIFYING THE EXACT LOCATIONS, DIMENSIONS AND QUANTITIES OF ALL ROOFTOP EQUIPMENT AND APPURTENANCES INCLUDING, BUT NOT LIMITED TO VENT PIPES, DRAINS, FLUE PIPES, HOT STACKS, CURBS, BASE FLASHING AND ALL OTHER PENETRATIONS AND WORK ASSOCIATED WITH THIS ROOFING PROJECT, (INCLUDING FACADE MTD. EQUIP., WIRING, & ELEMENTS, ETC.).. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER, IN WRITING, OF ALL CONDITIONS WHICH ARE IN VARIANCE WITH THE CONDITIONS DOCUMENTED HEREIN PRIOR TO SUBMITTING A BID.
2. CONTRACTOR SHALL PROTECT ALL EXISTING BUILDING & SITE ELEMENTS ROOFTOP ITEMS/EQUIPMENT AND AREAS OF ROOFING THAT ARE INDICATED TO REMAIN OR AS DIRECTED BY PROJECT ENGINEER INCLUDING, BUT NOT LIMITED TO ROOF EQUIPMENT, CONDUIT, ANTENNAE, LIGHTNING PROTECTION, BUILDING ELEMENTS, LIGHT FIXTURES, ACCESSORIES, EQUIPMENT, ETC. DURING CONSTRUCTION.
3. DO NOT SCALE DRAWINGS, WRITTEN DIMENSIONS GOVERN, ROOF ELEMENT LOCATION DIMENSIONS AND TYPES SHALL BE AS SHOWN ON CONSTRUCTION PLANS. IN CASE OF CONFLICT, NOTIFY PROJECT ENGINEER IN WRITING FOR WRITTEN CLARIFICATION, PRIOR TO PROCEEDING WITH CONSTRUCTION.
4. CONTRACTORS SHALL COORDINATE AND VERIFY CONDITIONS TO ENSURE PROPER FIT, PRIOR TO BID & CONSTR. OPERATIONS. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING CRITICAL DIMENSIONS AND CLEARANCES.
5. ALL DIMENSIONS SHOWN SHALL BE VERIFIED (VIF) BY THE CONTRACTOR IN THE FIELD UON. CONTRACTOR SHALL NOTIFY PROJECT ENGINEER IN WRITING OF ANY DISCREPANCY IN DIMENSIONS PRIOR TO PROCEEDING WITH THE WORK IN THAT AREA.
6. CONTRACTOR SHALL COORDINATE AND CONFIRM PLACEMENT OF NEW DETAILED ROOF EDGE BLOCKING, EQUIPMENT BLOCKING/CURBS, & ROOF MOUNTED EQUIPMENT WITH PROJECT ENGINEER, PRIOR TO INSTALLING NEW ROOFING MATERIALS, FLASHING, ETC.
7. CONTRACTOR TO VERIFY COMPATIBILITY OF NEW ROOFING PRODUCTS WITH ANY EXISTING ROOFING SYSTEM OR ELEMENTS, SCHEDULED TO REMAIN.
8. WHERE EXISTING WALL, CURB, OR ROOF EDGE MOUNTED PLUMBING, MECHANICAL, ELECTRICAL ELEMENTS AND OTHER WORK IS REMOVED, PATCH AND SUPPORT AFFECTED AREAS AS REQUIRED TO MAINTAIN THE INTEGRITY OF THE EXISTING MATERIAL'S FIRE RATINGS & STRUCTURAL CAPACITY. PROVIDE A SMOOTH, LEVEL, FLUSH SURFACE FOR REINSTALLATION OF EXISTING OR NEW MATERIALS AND ROOF MOUNTED ELEMENTS.
9. WHERE NEW ROOFING SYSTEM INSTALLATION IS TO BE PROVIDED, REPAIR/PATCH EXISTING CONC. SLAB AND / OR ROOF DESK IF DETERIORATED, BROKEN, CRUMBLING OR BREACHED BY HOLE PENETRATIONS. REPAIR AND CLEAN TO SMOOTH LEVEL SURFACE BEFORE INSTALLING NEW INSULATION AND ROOFING SYSTEM COMPONENTS (TYP.).
10. ALL WOOD BLOCKING USED ON THE ROOFING PROJECT SHALL BE "PRESSURE TREATED" (TYP.) U.O.N AND SHALL BE TESTED IN ACCORDANCE WITH REFERENCE STANDARDS AND PREVAILING BUILDING CODE & AUTHORITIES HAVING JURISDICTION.
11. THE INSTALLATION OF ALL NEW OR REINSTALLED ROOF MTD. EQUIPMENT IS TO PROVIDE 8" MIN. FLASHING HEIGHT OR AS INDICATED BY THE PROJECT DRAWINGS & SPECIFICATIONS (WHICHEVER IS GREATER). RAISE EQUIP. AND/OR PROVIDE NEW PRE-FAB. EQUIP. CURB TO ACHIEVE REQ'D 8" MIN. FLASHING HEIGHT (TYP).
12. ALL ROOF DETAILS ARE TO BE INSTALLED PER MFR. WARRANTY REQ'TS & INDICATE MINIMUM INSTALLATION REQUIREMENTS (TYP.)
13. ALL OUTSIDE FACES OF COPING EDGES TO BE CONSISTENT AND ALIGN AT EACH LEVEL (VERTICALLY AND HORIZONTALLY).
14. PROVIDE TAPERED CRICKET /GUSSETS BEHIND ALL ROOF CURBS AND EQUIPMENTS (TYP.). ALL NEW CRICKETS/GUSSETS TO BE 1/4" MIN. PER FOOT (TYP.).
15. NEW ROOFING SYSTEM AND ASSOCIATED COMPONENTS SHOWN IS THE PRODUCT BASIS OF DESIGN (B.O.D). PROJECT ENGINEER APPROVED SUBSTITUTION REQUEST BY CONTRACTOR OF "OR EQUAL" ALTERNATE AND / OR REQUESTED MANUFACTURER SYSTEMS & COMPONENTS SHALL PROVIDE EQUAL WARRANTY AND PERFORMANCE REQUIREMENTS PER SPECIFICATIONS.

ARCHITECTURAL/STRUCTURAL LEGEND

SYMBOL	LEGEND
A	GRID / COLUMN INDICATOR
ROOM NAME XX101 OR ROOM NAME 101	ROOM IDENTIFIER
"XX" = FACILITY INDICATOR (IF SHOWN); DOOR LETTER; ROOM NUMBER; XX101A	DOOR IDENTIFIER
XXW-1 OR W-1	WINDOW IDENTIFIER
XXR-1 OR R-1	RELIGHT IDENTIFIER
XXL-1 OR L-1	LOUVER IDENTIFIER
A	WALL TYPE INDICATOR
S-1	SIGNAGE IDENTIFIER
QUANTITY AND DIRECTION OF POINTERS AS REQUIRED; A; E; D; B; 1; XX-A-301; C	INTERIOR ELEVATION INDICATOR
	SPOT ELEVATION INDICATOR (IN FEET)
⊗ 110.50	
XXXX EL XX.XX	ELEVATION DATUM (IN FEET)
	DIRECTION OF SLOPE DOWN
HINGE SIDE	HATCH SWING INDICATOR
ACTIVE; INACTIVE; XX101A	INDICATES PAIR OF DOORS (DOOR # ON ACTIVE)
F.EXT-X (IN CABINET); F.EXT-X (ON BRACKET)	FIRE EXTINGUISHER "X" = NUMBER IN SPECIFICATIONS
CJ	CONTROL JOINT
X" EJ	EXPANSION JOINT X" = DIMENSION
POST	RAILINGS
P-1	PRECAST PANEL IDENTIFIER
S-X	SLAB INDICATOR
X	COLUMN INDICATOR
W-X	WALL INDICATOR
B-X	BEAM INDICATOR

NO.	DATE	DSGN
REVISION		BY
DR	A. DOLSAK	A. DOLSAK
CHK	S. SLAYTON	T. DODGE
APVD		APVD

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GENERAL
ARCHITECURAL LEGEND AND NOTES

VERIFY SCALE
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0 1"

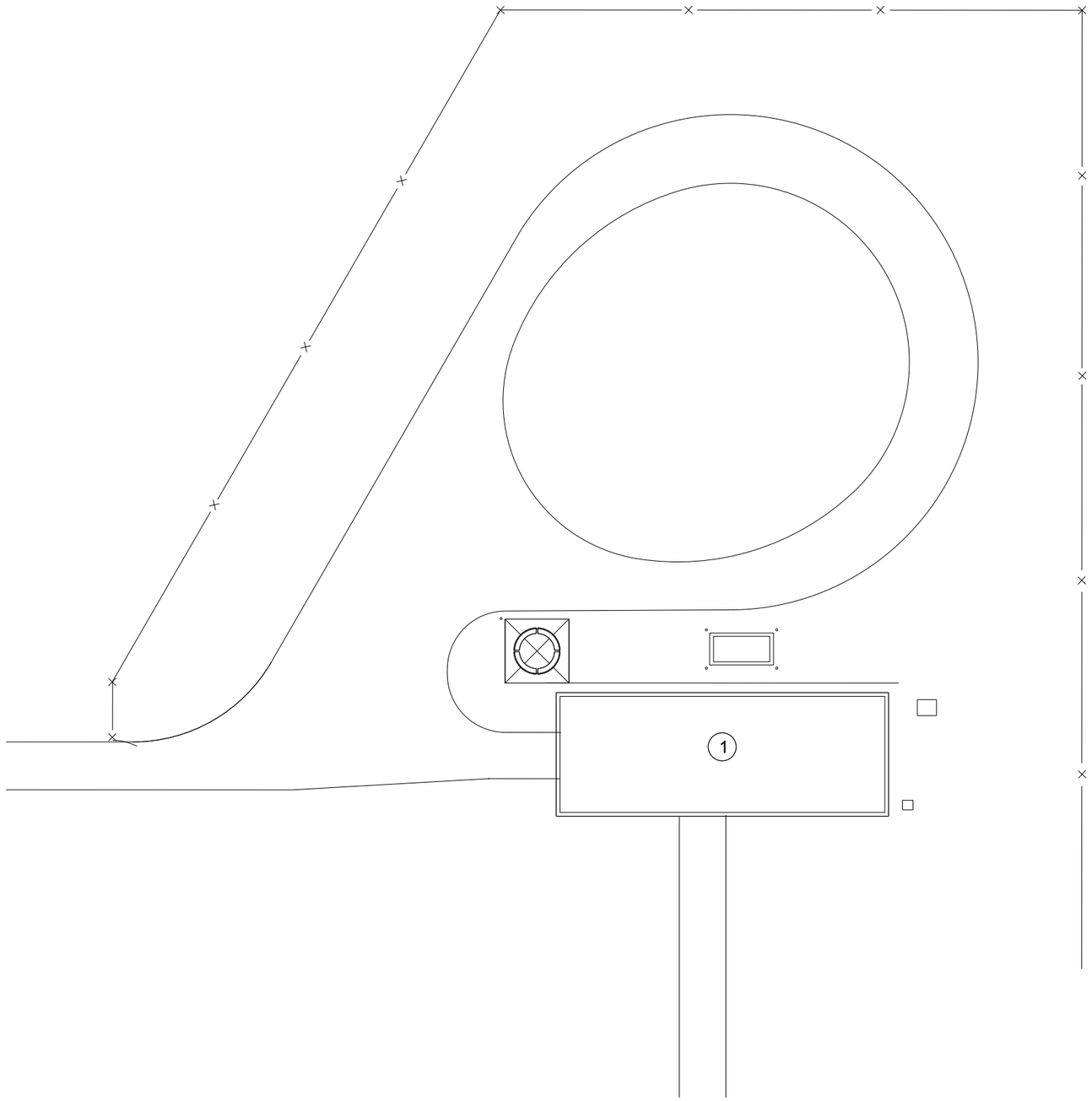
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SHEET	3 of 9

BID DOCUMENTS

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SHEET KEYNOTES

1. SEE SHEET 20-A-201 TAYLOR CREEK ROOF PLAN



SITE PLAN
1"=20'

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ARCHITECTURAL
TAYLOR CREEK
SITE PLAN

VERIFY SCALE
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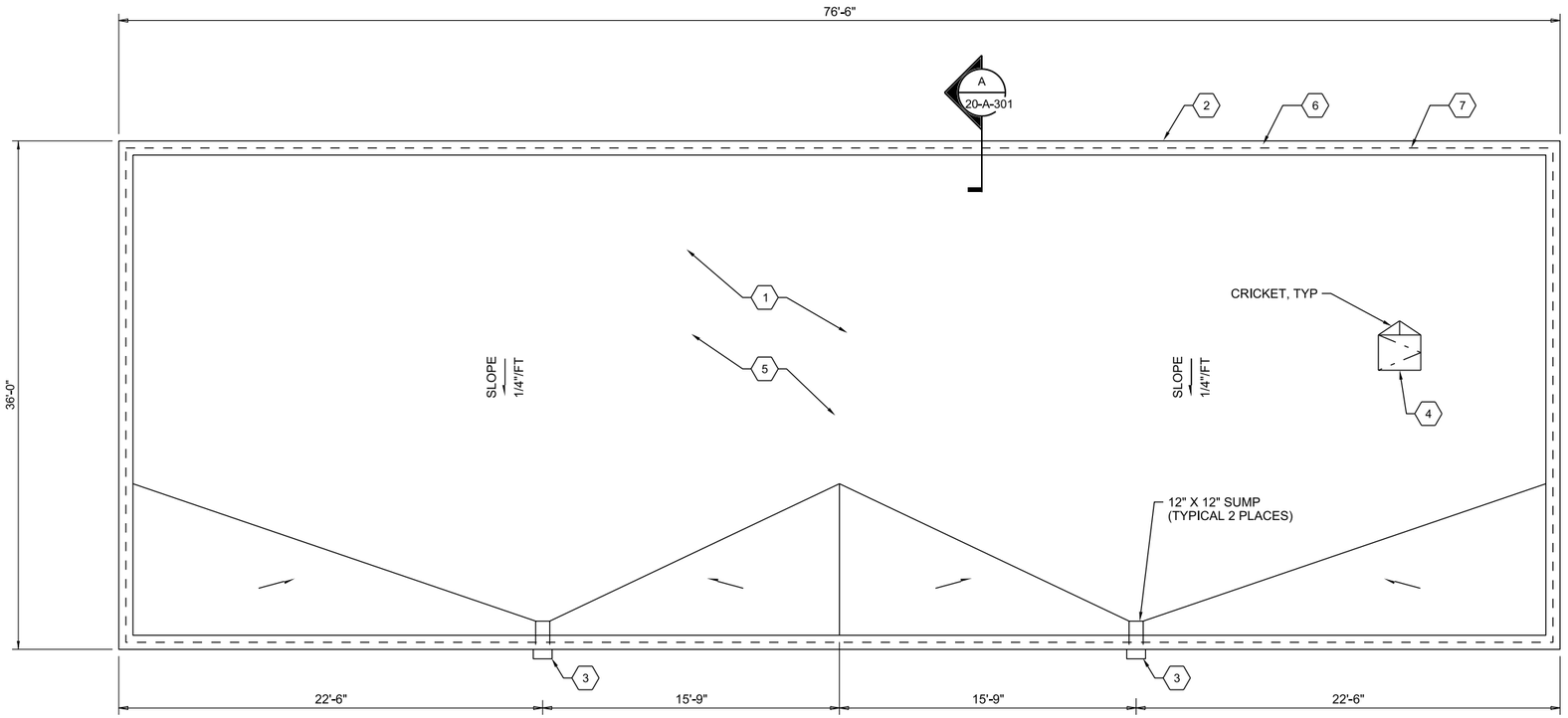
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GENERAL NOTES

1. SEE DRAWING 00-G-03 FOR GENERAL ROOFING NOTES.

SHEET KEYNOTES

1. TEAR-OFF EXISTING ROOFING, CRICKETS INSULATION AND COVERBOARD TO EXISTING CONCRETE ROOF DECK. PREPARE CONCRETE SUBSTRATE FOR NEW ROOFING ACCORDING TO MANUFACTURERS REQUIREMENTS.
2. REMOVE EXISTING CONCRETE COPING COMPLETELY.
3. EXISTING CONDUCTOR HEAD AND DOWNSPOUT TO REMAIN.
4. EXISTING ROOF HATCH AND CURB TO REMAIN.
5. NEW SBS MODIFIED BITUMINOUS ROOF SYSTEM OVER COVERBOARD OVER TAPERED INSULATION.
6. NEW PRE-FABRICATED METAL COPING.
7. EXISTING LIGHTING PROTECTION SYSTEM TO BE RELOCATED ON THE INTERIOR OF PARAPET. SEE DETAIL IN SHEET 20-A-301



1 ROOF PLAN
3/16"=1'-0"
20-A-101

NO.	DATE	DSGN
	A. DOLSAK	A. DOLSAK

REVISION	DR	CHK	APVD	BY	APVD
	S. SLAYTON	T. DODGE			A. DOLSAK

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TAYLOR CREEK
ROOF PLAN

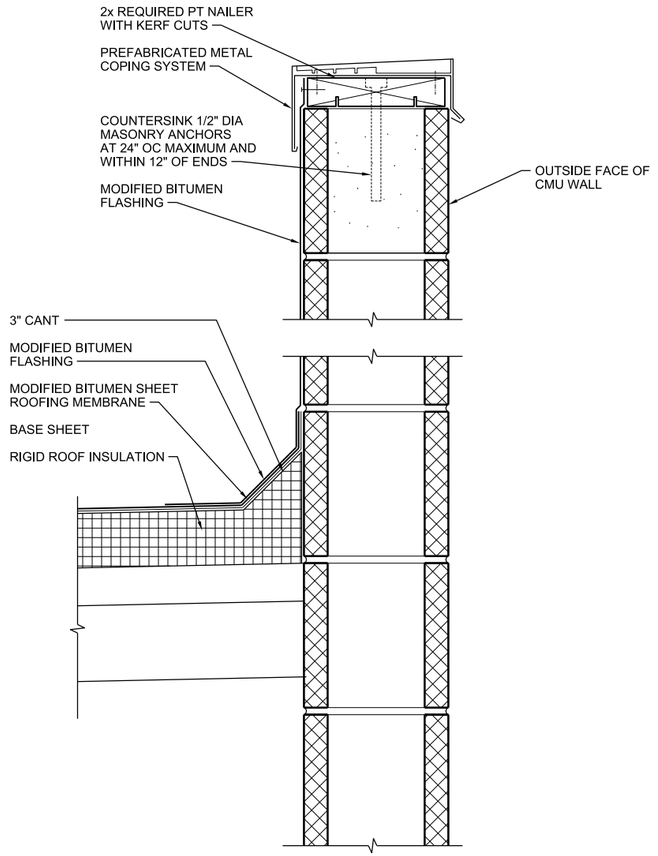
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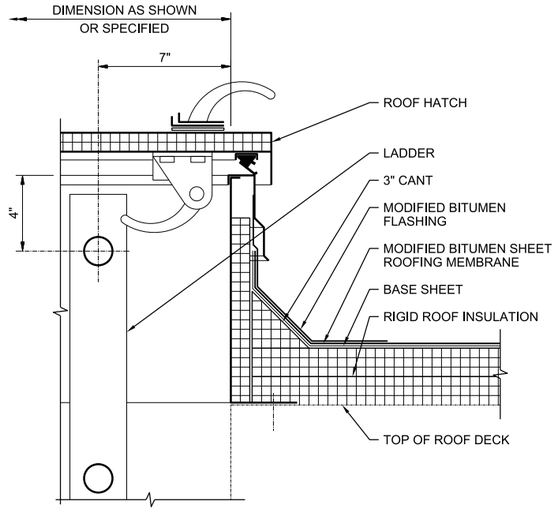
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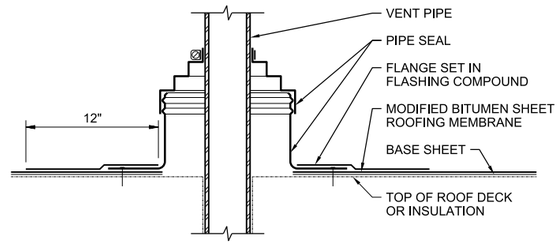
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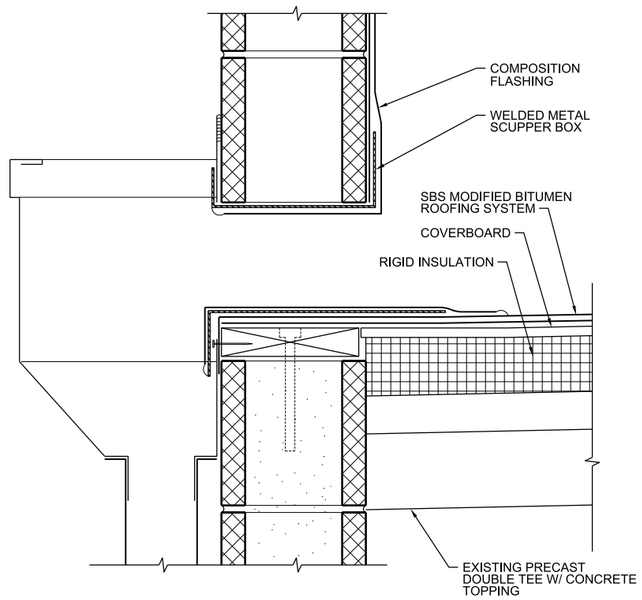
A SECTION
3"=1'-0"



1 DETAIL
3"=1'-0"



2 DETAIL
3"=1'-0"



3 DETAIL
3"=1'-0"

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ARCHITECTURAL

TAYLOR CREEK
ROOF DETAILS

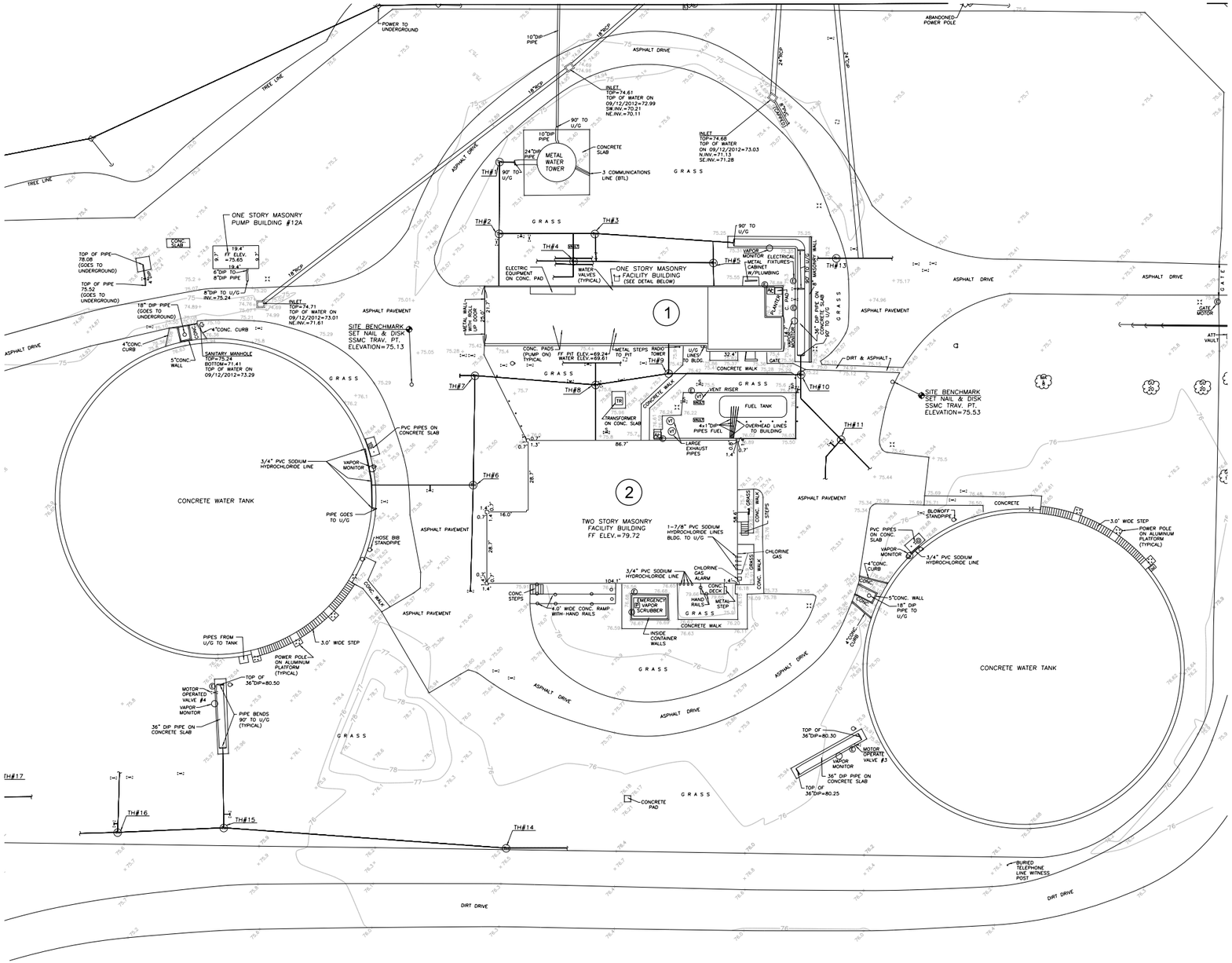
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SHEET	6 of 9

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SHEET KEYNOTES

1. SEE SHEET 30-A-201 WEWAHOOTEE WM ROOF PLAN



N

SITE PLAN
1"=25'

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ARCHITECTURAL
WEWAHOOTEE
SITE PLAN

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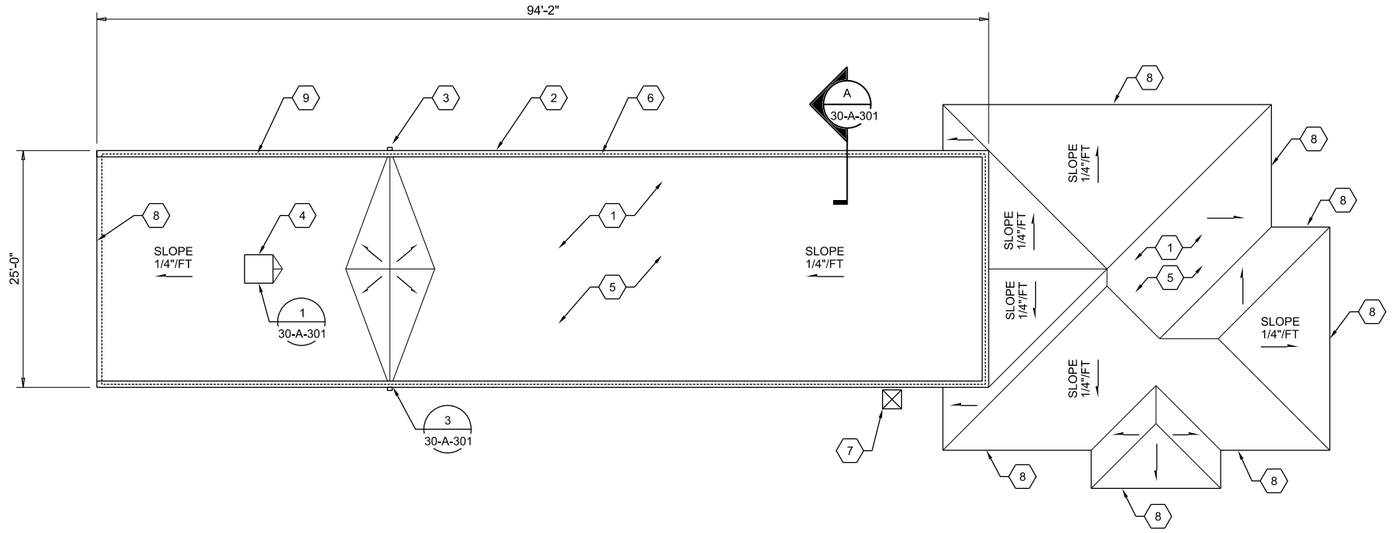
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GENERAL NOTES

1. SEE DRAWING 00-G-03 FOR GENERAL ROOFING NOTES.

SHEET KEYNOTES

1. TEAR-OFF EXISTING ROOFING, CRICKETS INSULATION AND COVERBOARD TO EXISTING CONCRETE ROOF DECK. PREPARE CONCRETE SUBSTRATE FOR NEW ROOFING ACCORDING TO MANUFACTURERS REQUIREMENTS.
2. REMOVE EXISTING CONCRETE COPING COMPLETELY.
3. EXISTING CONDUCTOR HEAD AND DOWNSPOUT TO REMAIN.
4. EXISTING ROOF HATCH AND CURB TO REMAIN.
5. NEW TPO ROOF SYSTEM OVER COVERBOARD OVER TAPERED INSULATION.
6. NEW PRE-FABRICATED METAL COPING.
7. EXISTING STEEL TOWER TO REMAIN. CONTRACTOR TO REMOVE AND REPLACE CONDUIT, BRACING, FASTENERS AS REQUIRED TO INSTALL NEW ROOFING AND COPING. CONDUIT TO BE RE-INSTALLED ON EXTERIOR WALL OF BUILDING.
8. NEW PREFABRICATED METAL EDGE FLASHING.
9. RELOCATE EXISTING LIGHTNING PROTECTION SYSTEM TO INSIDE FACE OF PARAPET WALL.



1 ROOF PLAN
1/8"=1'-0"
30-A-101

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ARCHITECTURAL
WEWAHOOTEE WM ROOF PLAN

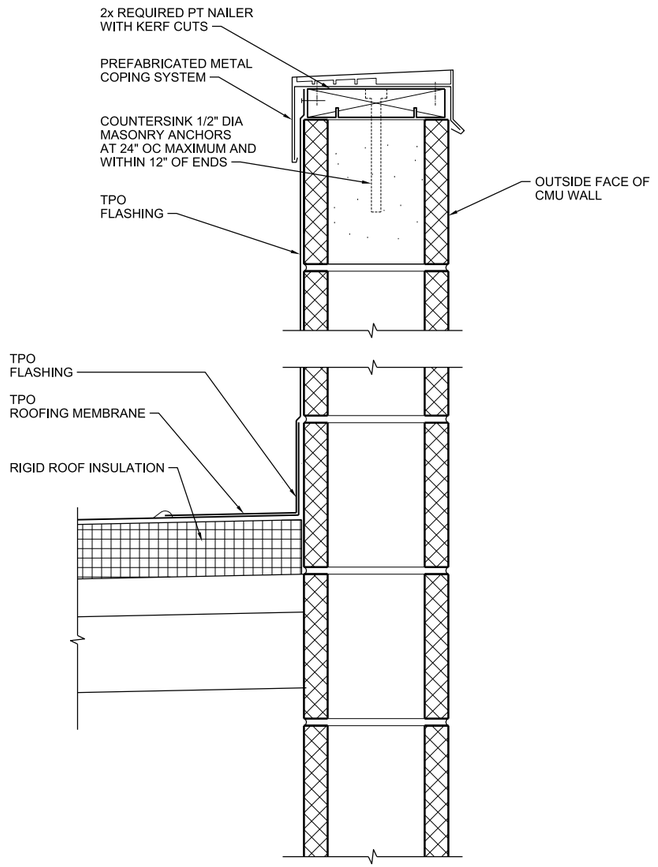
VERIFY SCALE
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DATE	FEBRUARY 2024
PROJ	EGXL7403
DWG	30-A-201
SHEET	14 of 16

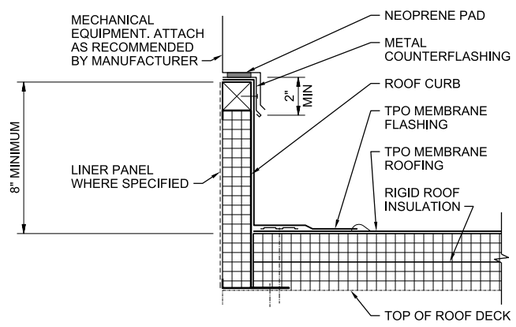
BID DOCUMENTS

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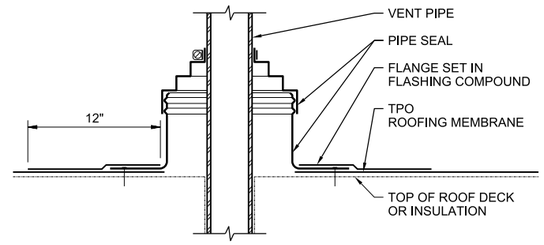
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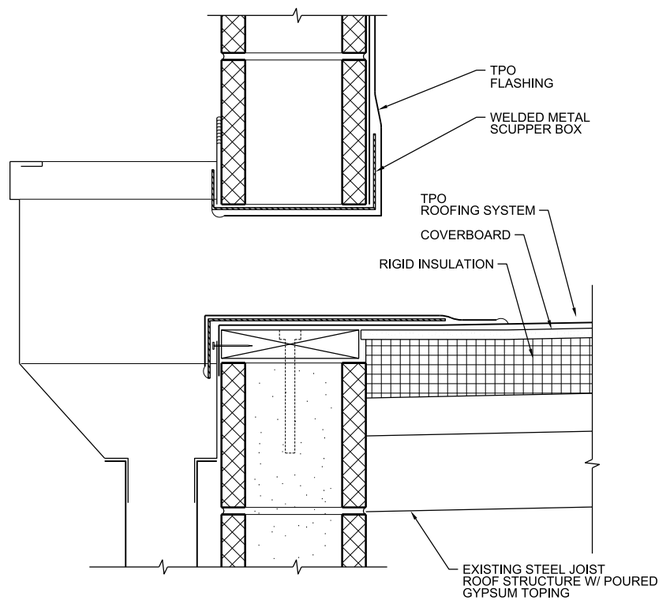
A SECTION
3"=1'-0"



1 DETAIL
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2 DETAIL
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3 DETAIL
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NO.	DATE	DR	REVISION	CHK	BY
DSGN	A. DOLSAK	S.SLAYTON		T.DODGE	APVD
					A. DOLSAK

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BID DOCUMENTS

ROOF REPLACEMENT AND REPAIR
FOR WATER PRODUCTION FACILITIES
CITY OF COCOA
CITY OF COCOA, FLORIDA

643 SW 4TH AVE, SUITE 400
GAINESVILLE, FLORIDA 32601
EB2822
ADAM N. DOLSAK AR 92469

Jacobs

ARCHITECTURAL

WEWAHOOTEE ROOF DETAILS

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

DATE	FEBRUARY 2024
PROJ	EGXL7403
DWG	30-A-301
SHEET	9 of 9

FILENAME: 30-A-301_EGXL7403.dgn PLOT DATE: 2/20/2024 PLOT TIME: 10:14:12 AM

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Tech Systems Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Tech Systems Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Jennifer Hillhouse

Print Name: Jennifer Hillhouse

Date: 1/17/2024

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1/17/2024 (date) by Jennifer Hillhouse (name of officer or agent, title of officer or agent) of Tech Systems Inc. (name of corporation acknowledging) , a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Amanda Lopez

[Notary Seal] Notary Public

Amanda Lopez

Name typed, printed or stamped

My Commission Expires: 3/15/2026

AMANDA LOPEZ
Notary Public - State of Florida
Commission # HH 241161
My Comm. Expires Mar 15, 2026

Company ID Number: 1380859

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Tech Systems Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

    a. Notice of E-Verify Participation

    b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1380859

Approved by:

Employer	
Tech Systems Inc.	
Name (Please Type or Print) Thomas H Camp	**Title**
Signature Electronically Signed	**Date** 02/14/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 02/14/2019

Company ID Number: 1380859

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Tech Systems Inc.
Company Facility Address	2001 Hughes Road, Suite #1 Melbourne, FL 32935
Company Alternate Address	
County or Parish	BREVARD
Employer Identification Number	592069911
North American Industry Classification Systems Code	238
Parent Company	n/a
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

Company ID Number: 1380859

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Amanda Lopez
Phone Number	3212592246
Fax	
Email	info@techsystemsflorida.com

Name	Thomas H Camp
Phone Number	3212592246
Fax	3212550291
Email	info@techsystemsflorida.com

Company ID Number: 1380859

This list represents the first 20 Program Administrators listed for this company.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/16/2024

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 have ADDITIONAL INSURED provisions or 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

State Farm

Robert Ranew
700 E Merritt Island Cswy Ste 7
Merritt Island FL 329523553

CONTACT NAME: Robert Ranew
PHONE (A/C, No, Ext): 321-456-5760 **FAX (A/C, No):**
E-MAIL ADDRESS: robert.ranew.bxk6@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

TECH SYSTEMS,INC
2001 HUGHES RD STE 1
MELBOURNE FL 329352160

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	439 2081-A01-59X	01/01/2024	07/01/2024	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	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

City of Cocoa is named as additional insured.

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd
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

Robert Ranew

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/16/2024

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PRODUCER

State Farm

Robert Ranew
700 E Merritt Island Cswy Ste 7
Merritt Island FL 329523553

CONTACT NAME: Robert Ranew
PHONE (A/C, No, Ext): 321-456-5760 **FAX (A/C, No):**
E-MAIL ADDRESS: robert.ranew.bxk6@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

TECH SYSTEMS,INC
2001 HUGHES RD STE 1
MELBOURNE FL 329352160

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	N	J63 6826-C27-59A	03/27/2024	09/27/2024	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO			P18 2091-C01-59	03/01/2024	09/01/2024	BODILY INJURY (Per person)	$ 1,000,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			L76 4032-C21-59	03/21/2024	09/21/2024	BODILY INJURY (Per accident)	$ 1,000,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Cocoa is named as additional insured.

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd
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

Robert Ranew

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/16/2024

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PRODUCER

State Farm

Robert Ranew
700 E Merritt Island Cswy Ste 7
Merritt Island FL 329523553

CONTACT NAME: Robert Ranew
PHONE (A/C, No, Ext): 321-456-5760 **FAX (A/C, No):**
E-MAIL ADDRESS: robert.ranew.bxk6@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

TECH SYSTEMS,INC
2001 HUGHES RD STE 1
MELBOURNE FL 329352160

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	J59 7693-C01-59	03/01/2024	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

City of Cocoa is named as additional insured.

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd
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

Robert Ranew

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TECHSYS-01 SERIAJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/16/2024

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PRODUCER
AssuredPartners of Florida, LLC - Melbourne
1694 W Hibiscus Blvd Ste. B
Melbourne, FL 32901

CONTACT NAME:
PHONE (A/C, No, Ext): (321) 722-2338 FAX (A/C, No): (321) 722-2158
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Kinsale Insurance Company	38920
INSURER B : Landmark American Insurance Co	33138
INSURER C : American Interstate Ins Co	31895
INSURER D : Great American Insurance Company	16691
INSURER E :	
INSURER F :	

INSURED
Tech Systems Inc. & Tech Systems Waterproofing Inc.
2001 Hughes Road, Suite 1
Melbourne, FL 32935

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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			0100156075-2	7/14/2023	7/14/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: $5,000 Ded Per Occurence							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			LHA103542	7/14/2023	7/14/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AVWCFL3191252023	7/1/2023	7/1/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Equipment Floater			IMP E920962 00 01	12/9/2023	12/9/2024	$1k AOP / 5% W/H Ded	184,325

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cocoa is named as additional insured as respects to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER
City of Cocoa
28400 State Road 520
Christmas, FL 32709

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100156075-2	07/14/2023 12:01AM at the Named Insured address shown on the Declarations	Tech Systems Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
ENVIRONMENTAL CONTRACTING AND PROFESSIONAL SERVICES LIABILITY COVERAGE
PRODUCTS POLLUTION LIABILITY COVERAGE
PREMISES ENVIRONMENTAL LIABILITY INSURANCE COVERAGE
ENVIRONMENTAL COMBINED LIABILITY POLICY - ALL COVERAGE PARTS

The insurance provided to Additional Insureds shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100156075-2	07/14/2023 12:01AM at the Named Insured address shown on the Declarations	Tech Systems Inc
Additional Premium:	*Return Premium:*	
$0	$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

© Insurance Services Office, Inc, 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100156075-2	07/14/2023 12:01AM at the Named Insured address shown on the Declarations	Tech Systems Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location and Description of Completed Operations
Blanket, as required by written contract, executed prior to the start of work on the project.	Locations as required and specified by written contract, executed prior to the start of work on the project.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100156075-2	07/14/2023 12:01AM at the Named Insured address shown on the Declarations	Tech Systems Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100156075-2	07/14/2023 12:01AM at the Named Insured address shown on the Declarations	Tech Systems Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Name of Additional Insured Person(s) or Organization(s)	**Location(s) of Covered Operations**
Blanket, as required by written contract, executed prior to the start of work on the project.	Locations as required and specified by written contract, executed prior to the start of work on the project.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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Legislation Details (With Text)

File #:	24-336	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	6/5/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	

Title: To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71 Effective August 8, 2023 through August 7, 2026; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $17,970.90 (10% of the Contract Amount) for a Total Combined Project Cost of $197,679.90; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Agreement. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Resolution - Project Contingency (Danus Utilities).pdf
PARTIALLY EXCUTED Standard Form for Piggyback Contract No. 2023-071.pdf
City of Clermont Agreement No. 2023-071 (Danus Utilities).pdf
City of Clermont Contract Pricing (2023-071).pdf
Danus Quote No. 030724-4R $15200.00 (LS 9).pdf
Danus Quote No. 030724-5R $18725.00 (LS 7).pdf
Danus Quote No. 030724-7R $41445.00 (LS 22).pdf
Danus Quote No. 030724-8R $45115.00 (LS 37).pdf
Danus Quote No. 030724-9R $59224.00 (LS 30).pdf
Permission Piggyback Contract No. 2023-071 Sanitary Sewer Manhole, Vault, and Lift Station
SIGNED E-Verify MOU.pdf
Danus COI Exp 7-2-25.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 5, 2024
Agenda Date: July 9, 2024
Prepared By: Melinda M. Keesee, Field Operations Technician
Prepared By: Donnie Howard, Field Operations Manager
Through: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71 Effective August 8, 2023 through August 7, 2026; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $17,970.90 (10% of the Contract Amount) for a Total Combined Project Cost of $197,679.90; To Authorize the City Manager to

Execute Any Annual Renewal Amendments Under the Original Agreement

BACKGROUND:

During a recent internal survey of lift station infrastructure, the Sewer Field Operations (SFO) staff identified several mechanical deficiencies to lift stations 7, 9, 22, 30, and 37. At this time, the deficiencies noted do not adversely affect lift station functionality, but contractor repairs are required to ensure the continued efficient and safe operation of these lift station assets. Funds have been budgeted for lift station rehabilitation in the Sewer Field Operations Infrastructure capital account. The total repair cost is $179,709.00.

City staff is requesting the use of the City of Clermont Agreement No. 2023-071 for Lift Station Rehabilitation Services. This agreement has been reviewed by the City and has been determined to be applicable to the services required by Sewer Field Operations.

Staff is also requesting that City Council approve an additional $17,970.90 as contingency for the project. The additional amount is 10% of the total repair cost and will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, due to the varying conditions encountered during repair projects, there is always a possibility of unknown obstacles in the field that would require changes to the project. If a change order is needed, the additional amount will allow the project to continue forward while minimizing delays.

The additional project contingency amount of $17,970.90 will not be added to the initial purchase order may be used over any of the five lift station projects in any amount as long as the total contingency used does not exceed the authorized amount. Each change order will be reviewed by staff before it is sent to the City Manager for approval, and subsequently added to the purchase order. The total amount of the project including the 10% contingency is $197,679.90

Staff recommends approval of the City of Clermont agreement with Danus Utilities, Inc. to perform Lift Station Rehabilitation Services, and to authorize a budgeted expenditure for these services not to exceed $197,679.90.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$197,680
Account Number	424-4125-536.63-00
Project Number	WS24LI
Account Name	Infrastructure

PREVIOUS ACTION:

On July 26, 2016 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Sanitary Sewer Manhole and Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2011-40 Effective July 11, 2016 through July 11, 2017.

On April 11, 2017 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2011-40 Effective July 11, 2016 through July 11, 2017.

On March 13, 2018 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020.

On May 22, 2019 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020

On July 11, 2023 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020, Renewed Through August 7, 2023

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71 Effective August 8, 2023 through August 7, 2026; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $17,970.90 (10% of the Contract Amount) for a Total Combined Project Cost of $197,679.90; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Agreement

RESOLUTION NO. 2024-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT LIFT STATION REHABILITATION SERVICES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE CONSTRUCTION PROJECT BY THE CITY COUNCIL IN THE AMOUNT OF $179,709.00 AND A 10% CONTINGENCY OF $17,970.90 SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on the 9th of July, 2024, the City Council approved the Lift Station Rehabilitation Services to Danus Utilities, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the Lift Station Rehabilitation Project, provided the total amount of approved change orders and any additional service contracts do not cause the total construction budget to exceed the $179,709.00 budgeted by the City Council for the Project, and a 10% contingency of $17,970.90 to be set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 9th day of July, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Danus Utilities, Inc., 2320 Beardall Ave., Sanford, FL 32771 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with City of Clermont, FL said contract being identified as: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation, Contract No. 2023-071. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation, see Exhibit A – original contract.

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

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

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Danus Utilities, Inc. The term of said agreement shall be for the period effective date of signature through 8/7/2026 with renewal option for three (3) additional one-year terms.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2024 through 2026 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.2 Insurance Requirements (As Applicable):

A. Liability Insurance

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

E. COMPREHENSIVE BUILDER RISK INSURANCE

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

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

2.2. E-Verify:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

2.3. Address change for the City of Cocoa:

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

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

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

2.6. Notice:
Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	**For City**
Danus Utilities, Inc Attn: Daniel J Pardus, President 2320 Beardall Ave Sandford, FL 32771 Phone: 386-804-0068 Email: robert@danusutilities.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

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

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

Danus Utilities, Inc

Entered this _____ day of _____

Daniel J Pardus - President

(Print Name / Title)

(Signature)

5/20/2024

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

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

By: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

DocuSign Envelope ID: 422E3C33-5760-434C-BBCA-B9EFE5843EF4

AGREEMENT No. 2023-071

SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION

THIS AGREEMENT, is made and entered into this, August 22, 2023, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY"), and DANUS UTILITIES, INC, whose address is: 2320 Beardall Ave., Sanford, FL 32771, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City of Clermont issued RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation;

WHEREAS, CONTRACTOR submitted its response dated July 6, 2023, to RFB 23-085;

WHEREAS, CITY desired to award a contract to CONTRACTOR in accordance with the terms and conditions of RFB 23-085 and CONTRACTOR's response thereto;

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish provide sewer manhole, vault, and lift station rehabilitation as described in CITY's RFB 23-085 and CONTRACTOR's July 6, 2023 response thereto, which are expressly incorporated herein and made a part of the Agreement Documents hereto and shall do everything required by this Agreement and the Agreement Documents. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR.

2. THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in the Agreement Documents and the Unit Price Schedule an amount in accordance with the compensation schedule set forth in Exhibit "A", attached hereto and incorporated herein.

3. PROVISION OF SERVICES AND COMPLETION OF WORK

A. The CONTRACTOR shall only provide the CITY with sewer manhole, vault, and lift station rehabilitation upon receipt of an authorized order from CITY and shall provide the requested items in the timeframe and as set forth in RFB 23-085 or in the specific purchase order submitted by CITY. Nothing herein shall obligate CITY to purchase any specific amount of product from CONTRACTOR or create an exclusive purchase agreement between CITY and CONTRACTOR. CITY shall not be obligated or required to pay for any items received until such time as CITY has accepted the items in accordance with the order provided to CONTRACTOR.

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B. CONTRACTOR, upon receipt of a purchase order hereunder, shall immediately notify CITY if it has an issue or question related to the fulfillment of the order or whether there will be any delay in providing the items requested. Failure of CONTRACTOR to so notify CITY will preclude CONTRACTOR from seeking payment of any kind for any items that were delayed in delivery. Upon receipt of notification of the delay, CITY may at its sole option cancel the order and seek the items from any available source.

C. It is expressly understood and agreed that the passing, approval, and/or acceptance of any services herein by CITY or by any agent or representative as in compliance with the terms of this Contract shall not operate as a waiver by the CITY of strict compliance with the terms of this Contract and the CITY may require the CONTRACTOR replace the accepted services so as to comply with the warranties and specifications hereof.

D. COMPANY specifically acknowledges that this Contract does not bind or obligate CITY to purchase any minimum quantity of product during the term hereof.

4. TERM AND TERMINATION

A. This Agreement is to become effective upon execution by both parties and shall remain in effect for a period of three (3) years thereafter, unless terminated or renewed as provided for herein.

B. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONTRACTOR, terminate this Agreement: a) without cause and for CITY's convenience upon thirty (30) days written notice to CONTRACTOR; b) if CONTRACTOR is adjudged to be bankrupt; c) if CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions of provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon the performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

C. Upon mutual Agreement of the parties, this Agreement may be renewed for three (3) additional one-year terms. Sixty (60) days prior to completion of each extended term of this Agreement, CONTRACTOR may request and the City may consider an adjustment to price based on changes in the Producer Price Index (PPI).

DocuSign Envelope ID: 422E3C33-5760-434C-BBCA-B9EFE5843EF4

5. PAYMENTS

In accordance with the provisions fully set forth in the Contract Documents, CONTRACTOR shall submit an invoice to CITY upon completion of the services and delivery of products to CITY as set forth in the applicable purchase order. CITY shall make payment to the CONTRACTOR for all accepted deliveries and undisputed products delivered and services provided, within thirty (30) calendar days of receipt of the invoice.

6. DISPUTE RESOLUTION - MEDIATION

A. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.

B. The CITY and CONTRACTOR shall endeavor to resolve claims, disputes and other matters in question between them by mediation.

C. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

7. INSURANCE AND INDEMNIFICATION RIDER

7.1. Worker's Compensation Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subCONTRACTOR similarly to provide Worker's Compensation Insurance for all of the subCONTRACTOR employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

7.2. CONTRACTOR's Commercial General Liability Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Commercial General Liability and Business Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be as follows:

A. CONTRACTOR's Commercial General Liability, $1,000,000 Each, ($1,000,000 aggregate). Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit

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B. Automobile Liability Coverages, $1,000,000 Each, Bodily Injury & Property Damage Occurrence, Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

7.3. CITY's and CONTRACTOR's Protective Liability Insurance

The CITY shall procure and furnish a CITY's and CONTRACTOR's Protective Liability Insurance Policy with the following minimum limits:

A. Bodily Injury Liability & $1,000,000 Each ($2,000,000 aggregate) Property Damage Liability Occurrence Combined Single Limit.

7.4. Indemnification Rider

A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and its employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from its performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such acts are caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article; however, this indemnification does not include the sole acts of negligence, damage or losses caused by the CITY and its other contractors.

B. In any and all claims against the CITY or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the CITY for the indemnification provided herein.

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8. NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

A. **CONTRACTOR:**

Danus Utilities, Inc.

Attn: Daniel J Pardus, President

2320 Beardall Ave., Sanford, FL 32771

A. **OWNER:**

City of Clermont

Attn: Brian Bulthuis, City Manager

685 W. Montrose Street, Clermont, FL 34711

9. MISCELLANEOUS

9.1. Attorneys' Fees

In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

9.2. Waiver

The waiver by city of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

9.3. Severability

If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

9.4. Amendment

Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

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9.5. Entire Agreement

This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous Agreements between the parties with respect to the performance of services by CONTRACTOR.

9.6. Assignment

Except in the event of a merger, consolidation, or other change of control pursuant to the sale of all or substantially all of either party's assets, this Agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of city.

9.7. Venue

The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

9.8. Applicable Law

This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

9.9. Public Records

The CONTRACTOR expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

B. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. CONTRACTOR shall use reasonable efforts to provide all records stored electronically to the CITY in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE

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CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE, (352) 241-7331.

10. CONTRACT DOCUMENTS

The Contract Documents, as listed below are herein made fully a part of this Contract as if herein repeated.

Document Precedence:

A. This Agreement

B. Purchase Order / Notice To Proceed

C. An applicable Contractor Quote or Statement of Work

D. All documents contained in RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation and CONTRACTOR's response thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 23rd day of August, 2023.

CITY OF CLERMONT

DocuSigned by:
2BA7692F758C492...

Tim Murry, Mayor

ATTEST:

DocuSigned by:
Tracy Ackroyd Howe
3AD7F34905B344A...

DS

Tracy Ackroyd Howe, City Clerk

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DANUS UTILITIES, INC.

By: DocuSigned by: Daniel J Pardus 1A04B643441C4D9...

Print Name: Daniel J Pardus

Title: President

Date: 8/24/2023

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Exhibit A

GROUP 1 PRICING (MANHOLE AND/OR VAULT REHABILITATION

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	Cementitious lining of Brick Manhole – 48 in. Diameter	50	VF	$ 270.00	$ 13,500.00
2	Cementitious lining of Pre-cast Manhole – 48 in. Diameter	250	VF	$ 240.00	$ 60,000.00
3	Cementitious lining of Brick Manhole – 60 in. Diameter	40	VF	$ 300.00	$ 12,000.00
4	Cementitious lining of Pre-cast Manhole – 60 in. Diameter	25	VF	$ 270.00	$ 6,750.00
5	Adjust Existing Manhole Casting within Asphalt Pavement	1	EA	$ 1,325.00	$ 1,325.00
6	Adjust Existing Manhole Casting within Green Area	10	EA	$ 925.00	$ 9,250.00
7	Furnish New Ring and Cover USF 170 (SANITARY)	1	EA	$ 425.00	$ 425.00
8	Re-Construct Manhole Bench and Flow Channel	2	EA	$ 750.00	$ 1,500.00
	Total				$ 104,750.00

GROUP 2 PRICING (LIFSTATION REHABILITATION)

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
9	Lift Station Surface Rehabilitation by Cementitious Lining.	100	SF	$ 32.00	$ 3,200.00
10.a	Bypass 8 in. Sewer Setup	9	EA	$ 750.00	$ 6,750.00
10.b	Bypass 10 in. to 12 in. Sewer Setup	4	EA	$ 900.00	$ 3,600.00
10.c	Bypass 15 in. to 18 in. Sewer Setup	4	EA	$ 1,000.00	$ 4,000.00
10.d	Sewer Bypass 4 in. Pump	25	Per Day	$ 610.00	$ 15,250.00
10.e	Sewer Bypass 6 in. Pump	10	Per Day	$ 1,000.00	$ 10,000.00
10.f	Sewer Bypass 8 in. Pump	10	Per Day	$ 1,350.00	$ 13,500.00
11.a	Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	10	EA	$ 3,125.00	$ 31,250.00
11.b	Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	4	EA	$ 3,750.00	$ 15,000.00
11.c	Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	4	EA	$ 7,600.00	$ 30,400.00
12.a	Re-Construct Lift Station Fillet – 6 ft. Diameter	5	EA	$ 800.00	$ 4,000.00
12.b	Re-Construct Lift Station Fillet – 8 ft. Diameter	2	EA	$ 850.00	$ 1,700.00
12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	2	EA	$ 900.00	$ 1,800.00
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	2	EA	$ 950.00	$ 1,900.00
13	Removal of Existing Coating	200	SF	$ 10.00	$ 2,000.00
14.a	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4 in. (price per each riser)	10	EA	$ 15,270.00	$ 152,700.00

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14.b.	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6 in. (price per each riser)	4	EA	$ 19,050.00	$ 76,200.00
14.c	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8 in. (price per each riser)	4	EA	$ 28,150.00	$ 112,600.00
14.d	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 10 in. (price per each riser)	4	EA	$ 37,495.00	$ 149,980.00
14.e	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 12 in. (price per each riser)	4	EA	$ 45,920.00	$ 183,680.00
15.a	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate	5	EA	$ 8,865.00	$ 44,325.00
15.b	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate (Coal Tar Epoxy Coating)	2	EA	$ 10,930.00	$ 21,860.00
16.a	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch (Coal Tar	5	EA	$ 16,460.00	$ 82,300.00
16.b	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch (Coal Tar	2	EA	$ 17,890.00	$ 35,780.00
17.a	Temporary Bypass Riser – 4 in.	5	EA	$ 4,485.00	$ 22,425.00
17.b	Temporary Bypass Riser – 6 in.	2	EA	$ 5,710.00	$ 11,420.00
17.c	Temporary Bypass Riser – 8 in.	2	EA	$ 8,375.00	$ 16,750.00
18.a	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	10	EA	$ 1,972.00	$ 19,720.00
18.b	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	$ 2,012.00	$ 10,060.00
19.a	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	5	EA	$ 2,812.00	$ 14,060.00
19.b	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	$ 3,012.00	$ 15,060.00
20	Furnish and Install 3 in. Drain	5	EA	$ 600.00	$ 3,000.00
21	Furnish and Install SCH-80 PVC Vent – 4 in.	5	EA	$ 550.00	$ 2,750.00
22.a	Drain and Clean Wet Well – 6 ft.	5	EA	$ 1,700.00	$ 8,500.00
22.b	Drain and Clean Wet Well – 8 ft.	2	EA	$ 1,837.00	$ 3,674.00
22.c	Drain and Clean Wet Well – 10 ft.	3	EA	$ 2,075.00	$ 6,225.00
22.d	Drain and Clean Wet Well – 12 ft.	3	EA	$ 2,212.00	$ 6,636.00
23.a.i	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) PVC Force Main	5	EA	$ 14,450.00	$ 72,250.00
23.a.ii	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) Ductile Force Main	5	EA	$ 15,400.00	$ 77,000.00
23.b.i	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 14,760.00	$ 29,520.00

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23.b.ii	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 15,400.00	$ 30,800.00
23.c.i	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 17,755.00	$ 35,510.00
23.c.ii	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 18,410.00	$ 36,820.00
23.d.i	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 22,525.00	$ 45,050.00
23.d.ii	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 23,050.00	$ 46,100.00
23.e.i	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 26,320.00	$ 52,640.00
23.e.ii	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 26,965.00	$ 53,930.00
24.a	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original	2	EA	$ 15,200.00	$ 30,400.00
24.b	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.b – 6 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 18,725.00	$ 56,175.00
24.c	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.c – 8 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 27,100.00	$ 81,300.00
24.d	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.d – 10 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 36,375.00	$ 109,125.00
24.e	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.e – 12 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 44,400.00	$ 133,200.00
25.a	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 6 in.	1	EA	$ 9,400.00	$ 9,400.00
25.b	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 in.	1	EA	$ 12,875.00	$ 12,875.00

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25.c	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 10 in.	1	EA	$ 17,825.00	$ 17,825.00
25.d	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 12 in.	1	EA	$ 24,475.00	$ 24,475.00
26.a	2-in. Line Stop Stainless Steel	1	EA	$ 9,650.00	$ 9,650.00
26.b	4-in. Line Stop Stainless Steel	1	EA	$ 10,950.00	$ 10,950.00
26.c	6-in. Line Stop Stainless Steel	1	EA	$ 11,500.00	$ 11,500.00
26.d	8-in. Line Stop Stainless Steel	1	EA	$ 12,375.00	$ 12,375.00
26.e	10-in. Line Stop Stainless Steel	1	EA	$ 13,410.00	$ 13,410.00
26.f	12-in. Line Stop Stainless Steel	1	EA	$ 15,725.00	$ 15,725.00
26.g	14-in. Line Stop Stainless Steel	1	EA	$ 19,100.00	$ 19,100.00
26.h	16-in. Line Stop Stainless Steel	1	EA	$ 22,190.00	$ 22,190.00
26.i	20-in. Line Stop Stainless Steel	1	EA	$ 25,270.00	$ 25,270.00
	Total				$ 2,238,620.00

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3. SCOPE OF WORK

3.1. Part 1: General

A. Summary:

1. These specifications shall govern all labor, material, equipment, and appliances necessary for sanitary sewer manhole and lift station rehabilitation for the purpose of eliminating infiltration and inflow, providing corrosion protection, repair of cracks and voids, and restoration of the structural integrity of the manhole/ lift stations as a result of the application of a monolithic fiber-reinforced structural/structurally enhanced pure calcium aluminate cementitious liner to the wall, ceiling, and bench surfaces of concrete, brick or any other masonry construction material. Including lift station piping rehabilitation as detailed in the specifications.

B. Submittals:

1. Submit the manufacturer's material data and application and installation instructions for all products used for approval prior to use.
2. Provide documentation that the proposed manhole/lift station rehabilitation process has a minimum three (3) year history/experience for the reconstruction of sanitary sewer manholes and lift stations on projects of similar size and scope (SEE PART 4, MINIMUM QUALIFICATIONS AND REQUIREMENTS).

C. Quality Assurance

1. Use, mix, apply, and cure all products in accordance with the manufacturer's recommendations and instructions.
2. Install all products in accordance with the manufacturer's recommendations and instructions.

3.2. Part 2: Products

A. Materials

1. Patching Mix:
    a. A quick-setting, fiber-reinforced, calcium aluminate-based cementitious material for patching and filling voids and cracks.
2. Infiltration Control Mix:
    a. A rapid-setting cementitious product specifically formulated for infiltration control.
3. Grouting Mix:
    a. A rapid-setting cementitious grout specifically formulated to stop active infiltration and fill voids.

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b. A rapid-setting chemical grout specifically formulated for stopping very active infiltration.

4. Liner Mix:

   a. A fiber-reinforced pure-fused calcium aluminate cement and calcium aluminate aggregate to be wet mixed and low pressured spray applied to form the structural/structurally enhanced monolithic cementitious liner covering all interior manhole surfaces. Liner material to be SewperCoat, Strong Seal, Parson CA Liner + Cement Plus, Maximum CA + Cement or approved equivalent material by the City prior to installation.

   b. Materials must be pre-mixed and specially formulated to withstand H2S (hydrogen sulfide) bacterial corrosion and abrasion in sewer networks.

   c. **The products mentioned above must be accompanied by a certified letter from the manufacturer and a letter from the contractor for a 10-year warranty.**

5. Bonding Compound:

   a. Material must be modified cementitious bonding compound that protects exposed reinforcement steel and enhances the bond of overlay to the substrate.

6. Water:

   a. The water must be clean and potable and will be provided by the City at designated fill stations.

3.3. Part 3: Execution

A. Preparation

1. Place covers over sewer inverts to prevent extraneous material from entering the sewer lines.
2. Remove foreign, loose, and unsound concrete and masonry material not able to be removed by high-pressure water spray may require the use of masons or mechanical tools for removal.
3. Clean the interior surfaces of the manhole/lift station with high-pressure (3,500 psi minimum) water spray, using detergent, muriatic acid, antibacterial agent, or other chemicals to remove grease, oil, and other contaminants that would prevent a good bond between the existing manhole interior surface and the liner material.
4. Active hydrostatic leaks (infiltration) shall be stopped using the rapid-setting specially formulated infiltration control mix.
5. Very active hydrostatic leaks (infiltration) shall be stopped using one of the rapid-setting grouting mixes specially formulated for control of very active infiltration.

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6. Clean and prepare exposed reinforcement steel, and apply and cure bonding compound, in accordance with the product manufacturer's instructions and recommendations.
7. Prepare cracks and voids to be patched and filled, and apply and cure patching mix, in accordance with the product manufacturer's instructions and recommendations.
8. Areas of the manhole/lift station that are found to be structurally damaged and in need of repair beyond the scope of this specification must be brought to the attention of the City's Project Manager. A suitable repair method must be developed for each area and submitted to the City's Project Manager for review prior to commencing the repair.
9. Prepare, clean, and repair manhole/lift station benches and inverts in the same manner as prescribed above.

B. Liner Application, Curing, and Testing

1. Prepare manhole/lift station surfaces, wet batch-mix liner materials low-pressure spray, apply liner mix to the manhole ceiling, wall, and bench surfaces, and allow the liner to cure in accordance with the product manufacturer's instructions and recommendations.
2. Liner application must be 1/2-inch for manholes and 1-inch for wet wells minimum thickness. The application must be completed with a minimum of two coats. The first coat must be applied at a thickness adequate to cover the substrate and be trowled to compact the material into voids and set the bond. The second coat must be applied to ensure complete coverage at the specified thickness.
3. Inverts must be lined with the patching mix, and trowel applied in one coat to a 1-inch minimum thickness.
4. Prepare, label, and submit recommended daily or per lot test specimens for testing.

C. Cleaning

1. Clean manhole/lift station interiors and remove all construction-related materials, equipment, and appliances from the manhole/lift station prior to reinstatement to service.

D. Lift Station Rehabilitation

1. By-pass pumps must be sound attenuated and meet the minimum flow requirements for each station. The system must have a second pump tied in and ready in case the primary pump fails. The system must be monitored 24 hours a day by a remote dialer and contractor personnel. The successful respondent is responsible for emergency calls day and night while it is on by-pass pumps. The bypass system must be tested to ensure proper operation. The City must witness the testing and sign off prior to starting rehabilitation.

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2. Temporary pump-out riser will need to be installed first and may be left as the emergency pump out. The City will help determine the best location for both parties. The riser must consist of a flanged P-401 spool coming up above grade, flanged P-401 90, MJ P-401 Tee, two MJ gate valves with valve boxes, and all necessary restraint devices. A flanged aluminum male cam-lock and dust cap with a 6-inch flanged ¼ turn plug valve should be installed on the elbow after the job is completed.
3. The successful respondent is responsible for the removal of pumps, pipes, and valves. The City will disconnect the pump leads, remove the floats, and transducer. The pumps are to be given to the City after removal. All other materials are to be hauled and disposed of by the successful respondent.
4. Installation of base elbows must be as per manufacturers' specifications. The bases must be Flygt dual rail design. Existing pumps will need the top bolt-on guide rail bracket. Guide rails must be 3-inch stainless steel with a stainless guide rail bracket. Any modification to the existing floor or fillet for proper installation must be included in the pricing.
5. Ductile Iron pipe and fittings shall be P-401 lined. All flanged connections shall have 316 stainless steel nuts & bolts. The use of an anti-seizing compound is required on all bolts.
6. Valves inside the valve box must be Mueller, American, Clow, Dezurik, or Pratt. Check valves must be flanged L/W type with rubber disc seal. Plug valves must be flanged ¼ turn direct nut with 80% opening.
7. Pressure gauges must be installed on each discharge pipe downstream of the plug valve. The 1/2-inch tap can be directly into the ductile iron pipe. Stainless steel nipples and ball valves shall be used to make the connection. Gauges shall be 4-1/2 inch SS liquid filled with diaphragm.
8. Vent cap must be all SCH-80 PVC fittings. Use 4-inch elbows and Vanstone flanges with a SS screen between them.
9. Use a 12-foot average riser length for line item 14.a, 14.b, 14.c and alternate price for line item 1.a, 1.b, 1.c, in the Price Schedule of this RFB.

E. Alternate Bid

1. HDPE SDR-11 IPS pipe riser must be factory butt fused. The riser must have a flange adapter with SS backup ring, 90 elbow, and enough pipe to go through the wall to the restrained coupling between the wet well and valve box. The height may be adjusted with one fusion coupling. The use of a SS stiffener is required at the MJ connection.
2. A 316 stainless steel base plate must be used. Plates shall be at least 12" x 12" x ½"-thick (base plate to be used with HDPE only).

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3. Pipe bracing is required every 8-feet minimum. The first must be within 6-inches of the top elbow. The bracing must be 316 stainless steel, going from wall to wall behind the risers with a stainless steel U-bolt holding the riser to the brace. All nuts shall be vinyl locking stainless steel.

3.4. Part 4: Minimum Qualifications and Requirements

A. The installer **MUST** have been engaged in the installation of Manhole and Lift Station System Rehabilitation Contracting Services for a minimum of 3 years and have rehabilitated a minimum of 500 sanitary sewer manholes and 15 lift stations, in the State of Florida, utilizing a system that offers pure fused Calcium Aluminate.

B. The installer **MUST** include in their response a list of 10 references, for which manhole, lift station, or wet well rehabilitation contracting services have been provided within the last 3 years. The reference list must include the name of the company, contact person, telephone number, project duration, contract value, and the number of manholes/lift stations for each reference.

C. The successful respondent will be responsible for knowledge of and compliance with all relatively local, state, and federal codes and regulations.

D. For all work performed, the successful respondent must provide a competent job-site supervisor and any necessary assistants, all approved by the City's Project Manager. The job-site supervisor must be present at all times while work is in progress. The job-site supervisor will represent the successful respondent at all times while all directions given will be binding as per the contract documents. The job-site supervisor must have a minimum of 5 years of experience in the rehabilitation of Sanitary Sewer Manholes, Lift Stations, and Wet Wells utilizing a product that consists of a pure fused Calcium Aluminate Cementitious Liner.

E. **Failure to provide the minimum qualifications and requirements described in this section with the bid response result in the bid being declared non-responsive.**

3.5. Part 5: Measurement and Payment

A. Payments to the successful respondent will be made on the basis of the unit price in the Price Schedule as full and complete payment for furnishing all materials, labor, tools, and equipment, and for performing all operations necessary to complete the rehabilitation work of sewer manholes, lift stations, and wet wells by various trenchless methods as authorized by the City. The City will establish an annual renewable contract for these services with the successful bidders as described in this solicitation.

B. The unit price from the Price Schedule must include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges & expenses, patent fees & royalties, labor for handling materials during the inspection, together with any and all other costs and expenses for performing and completing the work as shown on the details and specified herein. The Basis of Payment for an item at the price shown in the

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Price Schedule will be in accordance with its description of the item and as related to the work specified. Unit prices will be applied to the actual quantities furnished and installed.

1. The successful respondent's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the successful respondent feel that the cost for any item of work has not been established in the Price Schedule, the cost for that work will be included in some other applicable item, so that the price for the item reflects the total price for completing the work in its entirety.

C. No separate payment will be made for the following work if required and its cost must be included in appropriate payment items:

   a. Applications and pulling of all utility and construction permits;

   b. Dewatering and disposal of surplus water;

   c. Structural repairs;

   d. Cleanup;

   e. Testing materials and apparatus;

   f. Maintenance of utility service;

   g. Appurtenant work;

   h. Inspection Photo Records;

   i. Maintenance of Traffic

D. The following section will clarify the work included for the items listed in the Price Schedule.

Measurement

A. Payment will be determined by actual measurement of the completed items, in place, ready for service, and accepted by the City's Project Manager unless otherwise specified. The City's Project Manager must witness all field measurements.

B. When depths are indicated in the line item, they must be measured vertically from the existing grade, paved or unpaved, to the pipe invert.

C. It is intended that all work required for completion must be included in the various line items as described in the following paragraphs.

   1. CEMENTITIOUS LINING MANHOLE, BRICK, OR PRECAST REHABILITATION (1/2” thick minimum in manholes)

      a. This item of work will be measured and paid for at the unit price per vertical foot of 48-inch or 60-inch diameter of the manhole wall named in the Pricing Section. Measurement must be made from the bench, at its highest point, to the upper

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limit of the actually treated wall, cone, or chimney. Payment of the unit price per vertical foot will provide complete compensation for cleaning of the wall by both pressurized water and sand or soda blasting; relief of hydrostatic pressure outside the manhole, if necessary; injecting chemical grout to stop active leaks into the manhole, if necessary; furnishing and supplying of all materials or combination of materials making up the patching and coating (waterproofing) and applying or installing them; manufacturer's representative's presence or assistance, if required; isolation of the manhole by plugging entering lines; testing; safety equipment; and all incidentals necessary to obtain a watertight, sealed manhole wall and bench, compete in place.

b. The successful respondent will be responsible for the new coating that is applied only and not the existing coating.

c. Payment for bypass pumping, if required (other than because of damage caused by Contractor); will be paid for under a separate item.

2. CEMENTITIOUS LINING OF LIFT STATION/WET WELL SURFACES (1" thick minimum in wet wells)

   a. This item of work will be measured and paid at the unit price per square foot of wall in a lift station or wet well. Measurement will be made on the actual surface area repaired. Payment of the unit price per square foot will provide compensation for cleaning of the wall by both pressurized water and sand or soda media blasting methods; relief of hydrostatic pressure outside the structure if necessary; injecting chemical grout to stop active infiltration, if necessary; cleaning; surface preparation as specified herein; furnishing and supplying of all materials or combination of materials, including liner manufacture's representative's presence or assistance, if required; isolation of the lift station or wet well by plugging entering lines; testing; safety equipment for personnel; labor, tools and equipment; and all incidentals necessary to obtain a watertight, sealed wall and bench, compete in place.

   b. The successful respondent will be responsible for the new coating that is applied only and not the existing coating.

3. BYPASS PUMPING OF SEWERS

   a. BYPASS PUMP AND PIPING SETUP

      i. These pay items provide complete compensation for bypass pumping operations required for sewer manhole, lift station, and wet well rehabilitation. The successful respondent must attempt to perform the rehabilitation sewer work without bypass pumping. However, if in the opinion of the City, bypass pumping is necessary, it will be identified as a payment item. The pay item is a one-time charge for all bypass pumping setup operations during a given lining installation, including services, regardless of the number of pumps

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required. Bypass pumping must be bid on the basis of the sewer size which is bypassed.

ii. These items must include, but are not limited to all necessary and required traffic control; pumps; piping; gasoline/diesel fuel; maintenance; transportation and storage; temporary bypass and service piping; labor; materials and/or any other costs associated with bypass pumping.

iii. Plugging or blocking a sewer line must be included in the appropriate bid item for which the flow must be stopped, this is considered incidental work and no additional payment shall be considered.

b. BYPASS PUMP

i. These items will be paid for on a per-day basis for the operation of the bypass pumps. Bypass pump operation will be on the basis of the size of the pump used. These items must include fuel operating costs.

4. ADJUSTING EXISTING MANHOLE CASTINGS

a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials to adjust existing manholes to match existing elevations.

5. FURNISH NEW MANHOLE RING AND COVER

a. This pay item provides complete compensation for furnishing new manhole rings and covers as specified by the City.

6. RECONSTRUCT A COMPLETE BENCH AND FLOW CHANNEL

a. This pay item provides complete compensation for furnishing all necessary labor, equipment, and materials required to re-construct a complete bench and flow channel, as required per the City’s minimum standards.

7. INSTALLATION OF CHIMNEY SEALS

a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and material required to install manhole chimney seals.

8. REMOVAL OF EXISTING COATINGS

a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials necessary to remove any existing coatings that may exist in full or any portion of an existing structure.

9. REMOVE AND REPLACE EXISTING PIPING AND VALVES

a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials necessary to remove and replace all existing piping, check valves, plug valves, and all miscellaneous materials required for

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this installation. This work will start at existing pump bases and will terminate prior to where discharge piping exits the existing valve vault. All work must comply with the City of Clermont minimum standards.

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City of Clermont
Procurement Services Department
685 W. Montrose Street
Clermont, FL 34711

VENDOR INFORMATION

The following information along with a current W-9 form must be provided to the Procurement Services Department for all new vendors and when current vendors remit information changes.

Name of Individual or Business: Danus Utilities, Inc.

Contact Person and Title: Daniel J Pardus - President

Vendor Street Address: 2320 Beardall Ave

Vendor City, State, ZIP: Sanford, FL 32771

Vendor Mailing Address (if different from above): PO Box 291671, Port Orange, FL 32129

Vendor Email Address: robert@danusutilities.com

Vendor Email Address for Purchase Order (if different from above):

Phone Number: 386-804-0068 Fax Number: 407-878-1254

Taxpayer Identification Number (include a copy of your W9 form): 27-0404772

Remit to Information (if different from above):

Payment Remit to Name:

Payment Remit to Address:

Payment Remit to City, State, ZIP:

Please return the completed Vendor Information along with the required W-9 form by email to: procurementservices@clermontfl.org

For any questions, please call the Procurement Services Department at (352) 241-7350.

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Exhibit A

GROUP 1 PRICING (MANHOLE AND/OR VAULT REHABILITATION

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	Cementitious lining of Brick Manhole – 48 in. Diameter	50	VF	$ 270.00	$ 13,500.00
2	Cementitious lining of Pre-cast Manhole – 48 in. Diameter	250	VF	$ 240.00	$ 60,000.00
3	Cementitious lining of Brick Manhole – 60 in. Diameter	40	VF	$ 300.00	$ 12,000.00
4	Cementitious lining of Pre-cast Manhole – 60 in. Diameter	25	VF	$ 270.00	$ 6,750.00
5	Adjust Existing Manhole Casting within Asphalt Pavement	1	EA	$ 1,325.00	$ 1,325.00
6	Adjust Existing Manhole Casting within Green Area	10	EA	$ 925.00	$ 9,250.00
7	Furnish New Ring and Cover USF 170 (SANITARY)	1	EA	$ 425.00	$ 425.00
8	Re-Construct Manhole Bench and Flow Channel	2	EA	$ 750.00	$ 1,500.00
	Total				$ 104,750.00

GROUP 2 PRICING (LIFSTATION REHABILITATION)

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
9	Lift Station Surface Rehabilitation by Cementitious Lining.	100	SF	$ 32.00	$ 3,200.00
10.a	Bypass 8 in. Sewer Setup	9	EA	$ 750.00	$ 6,750.00
10.b	Bypass 10 in. to 12 in. Sewer Setup	4	EA	$ 900.00	$ 3,600.00
10.c	Bypass 15 in. to 18 in. Sewer Setup	4	EA	$ 1,000.00	$ 4,000.00
10.d	Sewer Bypass 4 in. Pump	25	Per Day	$ 610.00	$ 15,250.00
10.e	Sewer Bypass 6 in. Pump	10	Per Day	$ 1,000.00	$ 10,000.00
10.f	Sewer Bypass 8 in. Pump	10	Per Day	$ 1,350.00	$ 13,500.00
11.a	Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	10	EA	$ 3,125.00	$ 31,250.00
11.b	Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	4	EA	$ 3,750.00	$ 15,000.00
11.c	Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	4	EA	$ 7,600.00	$ 30,400.00
12.a	Re-Construct Lift Station Fillet – 6 ft. Diameter	5	EA	$ 800.00	$ 4,000.00
12.b	Re-Construct Lift Station Fillet – 8 ft. Diameter	2	EA	$ 850.00	$ 1,700.00
12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	2	EA	$ 900.00	$ 1,800.00
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	2	EA	$ 950.00	$ 1,900.00
13	Removal of Existing Coating	200	SF	$ 10.00	$ 2,000.00
14.a	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4 in. (price per each riser)	10	EA	$ 15,270.00	$ 152,700.00

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14.b.	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6 in. (price per each riser)	4	EA	$ 19,050.00	$ 76,200.00
14.c	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8 in. (price per each riser)	4	EA	$ 28,150.00	$ 112,600.00
14.d	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 10 in. (price per each riser)	4	EA	$ 37,495.00	$ 149,980.00
14.e	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 12 in. (price per each riser)	4	EA	$ 45,920.00	$ 183,680.00
15.a	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate	5	EA	$ 8,865.00	$ 44,325.00
15.b	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate (Coal Tar Epoxy Coating)	2	EA	$ 10,930.00	$ 21,860.00
16.a	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch (Coal Tar	5	EA	$ 16,460.00	$ 82,300.00
16.b	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch (Coal Tar	2	EA	$ 17,890.00	$ 35,780.00
17.a	Temporary Bypass Riser – 4 in.	5	EA	$ 4,485.00	$ 22,425.00
17.b	Temporary Bypass Riser – 6 in.	2	EA	$ 5,710.00	$ 11,420.00
17.c	Temporary Bypass Riser – 8 in.	2	EA	$ 8,375.00	$ 16,750.00
18.a	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	10	EA	$ 1,972.00	$ 19,720.00
18.b	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	$ 2,012.00	$ 10,060.00
19.a	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	5	EA	$ 2,812.00	$ 14,060.00
19.b	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	$ 3,012.00	$ 15,060.00
20	Furnish and Install 3 in. Drain	5	EA	$ 600.00	$ 3,000.00
21	Furnish and Install SCH-80 PVC Vent – 4 in.	5	EA	$ 550.00	$ 2,750.00
22.a	Drain and Clean Wet Well – 6 ft.	5	EA	$ 1,700.00	$ 8,500.00
22.b	Drain and Clean Wet Well – 8 ft.	2	EA	$ 1,837.00	$ 3,674.00
22.c	Drain and Clean Wet Well – 10 ft.	3	EA	$ 2,075.00	$ 6,225.00
22.d	Drain and Clean Wet Well – 12 ft.	3	EA	$ 2,212.00	$ 6,636.00
23.a.i	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) PVC Force Main	5	EA	$ 14,450.00	$ 72,250.00
23.a.ii	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) Ductile Force Main	5	EA	$ 15,400.00	$ 77,000.00
23.b.i	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 14,760.00	$ 29,520.00

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23.b.ii	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 15,400.00	$ 30,800.00
23.c.i	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 17,755.00	$ 35,510.00
23.c.ii	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 18,410.00	$ 36,820.00
23.d.i	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 22,525.00	$ 45,050.00
23.d.ii	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 23,050.00	$ 46,100.00
23.e.i	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 26,320.00	$ 52,640.00
23.e.ii	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 26,965.00	$ 53,930.00
24.a	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original	2	EA	$ 15,200.00	$ 30,400.00
24.b	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.b – 6 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 18,725.00	$ 56,175.00
24.c	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.c – 8 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 27,100.00	$ 81,300.00
24.d	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.d – 10 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 36,375.00	$ 109,125.00
24.e	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.e – 12 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 44,400.00	$ 133,200.00
25.a	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 6 in.	1	EA	$ 9,400.00	$ 9,400.00
25.b	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 in.	1	EA	$ 12,875.00	$ 12,875.00

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25.c	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 10 in.	1	EA	$ 17,825.00	$ 17,825.00
25.d	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 12 in.	1	EA	$ 24,475.00	$ 24,475.00
26.a	2-in. Line Stop Stainless Steel	1	EA	$ 9,650.00	$ 9,650.00
26.b	4-in. Line Stop Stainless Steel	1	EA	$ 10,950.00	$ 10,950.00
26.c	6-in. Line Stop Stainless Steel	1	EA	$ 11,500.00	$ 11,500.00
26.d	8-in. Line Stop Stainless Steel	1	EA	$ 12,375.00	$ 12,375.00
26.e	10-in. Line Stop Stainless Steel	1	EA	$ 13,410.00	$ 13,410.00
26.f	12-in. Line Stop Stainless Steel	1	EA	$ 15,725.00	$ 15,725.00
26.g	14-in. Line Stop Stainless Steel	1	EA	$ 19,100.00	$ 19,100.00
26.h	16-in. Line Stop Stainless Steel	1	EA	$ 22,190.00	$ 22,190.00
26.i	20-in. Line Stop Stainless Steel	1	EA	$ 25,270.00	$ 25,270.00
	Total				$ 2,238,620.00

QUOTE # 030724-4R

Date: 4.12.24
Company: City of Cocoa
Attention: Greg
JOB NAME: Lift Station 9
E-mail: gtorbert@cocoafl.org

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: raymond@danusutilities.com

QYT	Lift Station 9		TOTAL
1	**Bid Item 24.a / Furnish & Install 4" HDPE riser & fittings**	$15,200.00	$15,200.00
	*****Pricing based on City of Clermont Annual Contract 2023-071**		
		TOTAL	**$15,200.00**

Note: **City to close isolation valve at SR 520 during valve replacements**

Scope of Work for Danus Utilities: City to isolate FM at SR520, Remove the checks & gates from valve vault, F&
(2) 4" FLG check valves, F&I (3) 4" Gate valves, F&I (1) 4" EPO connection.

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.
Authorized Signature

Raymond Rogers
386-882-6200

QUOTE # 030724-5R

Date: 4.12.24
Company: City of Cocoa
Attention: Greg
JOB NAME: Lift Station 7
E-mail: gtorbert@cocoafl.org

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: raymond@danusutilities.com

QYT	Lift Station 7		TOTAL
1	**Bid Item 24.b / Furnish & Install 6" HDPE riser & fittings**	$18,725.00	$18,725.00
	***Pricing based on City of Clermont Annual Contract 2023-071		
		TOTAL	**$18,725.00**

Note: City to close isolation valve during valve replacements

Scope of Work for Danus Utilities: City to isolate FM, Remove the checks & gates from valve vault, F&I (2) 6" FLG check valves, F&I (2) 6" Gate valves, F&I (1) 4" gate Valve, F&I (1) 4" EPO connection.

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.
Authorized Signature

Raymond Rogers
386-882-6200

QUOTE # 030724-7R

Date: 4.12.24
Company: City of Cocoa
Attention: Greg
JOB NAME: Lift Station 22
E-mail: gtorbert@cocoafl.org

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: raymond@danusutilities.com

QYT	Lift Station 22 (above grade)		TOTAL
1	**Bid Item 10.a / Bypass 8 inch Set up**	$750.00	$750.00
2	**Bid Item 10.d / By-pass Pump 4 inch**	$610.00	$1,220.00
1	**Bid Item 17.a / Temp by-pass riser 4 inch**	$4,485.00	$4,485.00
1	**Bid Item 22.a / Drain & Clean wet well 6ft**	$1,700.00	$1,700.00
0.2	**Bid Item 23.a.i / Connect LS piping to FM 4 inch**	$14,450.00	$2,890.00
2	**Bid Item 24.a / Furnish & Install 4" HDPE riser & fittings**	$15,200.00	$30,400.00
	*****Pricing based on City of Clermont Annual Contract 2023-071**		
		TOTAL	**$41,445.00**

Note: **City to close isolation valve during valve replacements**

Scope of Work for Danus Utilities: City to isolate FM, Remove the checks & gates from valve vault, F&I (2) 4" FLG check valves, F&I (3) 4" Gate valves, F&I (1) 4" EPO connection, F&I 4" HDPE thru top slab, F&I PV&F, F&I SS pipe supports, F&I concrete pad under valve assy, Demo & fill old VB

Terms Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature

Raymond Rogers
386-882-6200

QUOTE # 030724-8R

Date: 4.12.24
Company: City of Cocoa
Attention: Greg
JOB NAME: Lift Station 37
E-mail: gtorbert@cocoafl.org

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: raymond@danusutilities.com

QYT	Lift Station 37 (above grade)		TOTAL
2	**Bid Item 10.a / Bypass 8 inch Set up**	$750.00	$1,500.00
4	**Bid Item 10.d / By-pass Pump 4 inch**	$610.00	$2,440.00
1	**Bid Item 17.a / Temp by-pass riser 4 inch**	$4,485.00	$4,485.00
2	**Bid Item 22.a / Drain & Clean wet well 6ft**	$1,700.00	$3,400.00
0.2	**Bid Item 23.a.i / Connect LS piping to FM 4 inch**	$14,450.00	$2,890.00
2	**Bid Item 24.a / Furnish & Install 4" HDPE riser & fittings**	$15,200.00	$30,400.00
	*****Pricing based on City of Clermont Annual Contract 2023-071**		
		TOTAL	**$45,115.00**

Note: **City to close isolation valve during valve replacements**

Scope of Work for Danus Utilities: City to isolate FM, Remove the checks & gates from valve vault, F&I (2) 4" FLG check valves, F&I (3) 4" Gate valves, F&I (1) 4" EPO connection, F&I 4" HDPE Risers thru top slab, F&I PV&F, F&I SS pipe supports, F&I concrete pad under valve assy, Demo & fill old VB

Terms Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature

Raymond Rogers
386-882-6200

QUOTE # 030724-9R

Date: 4.12.24
Company: City of Cocoa
Attention: Greg
JOB NAME: Lift Station 30
E-mail: gtorbert@cocoafl.org

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: raymond@danusutilities.com

QYT	Lift Station 30 (above grade)		TOTAL
2	**Bid Item 10.a / Bypass 8 inch Set up**	$750.00	$1,500.00
6	**Bid Item 10.d / By-pass Pump 4 inch**	$610.00	$3,660.00
1	**Bid Item 15.a / F&I 6ft top slab with hatch cast in**	$8,865.00	$8,865.00
1	**Bid Item 17.a / Temp by-pass riser 4 inch**	$4,485.00	$4,485.00
2	**Bid Item 18.b / F&I 2" SS guide rails & brackets**	$2,012.00	$4,024.00
2	**Bid Item 22.a / Drain & Clean wet well 6ft**	$1,700.00	$3,400.00
0.2	**Bid Item 23.a.i / Connect LS piping to FM 4 inch**	$14,450.00	$2,890.00
2	**Bid Item 24.a / Furnish & Install 4" HDPE riser & fittings**	$15,200.00	$30,400.00
	*****Pricing based on City of Clermont Annual Contract 2023-071**		
		TOTAL	**$59,224.00**

Note: **City to close isolation valve during valve replacements**

Scope of Work for Danus Utilities: City to isolate FM, Remove the checks & gates from valve vault, F&I (2) 4" FLG check valves, F&I (3) 4" Gate valves, F&I (1) 4" EPO connection, F&I 4" HDPE Risers thru top slab, F&I PV&F, F&I SS pipe supports, F&I concrete pad under valve assy, Demo & fill old VB F&I 76" OD top slab, F&I 30" x 48" Hatch, F&I 2" SS rails, F&I 2" upper guide brkts

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.
Authorized Signature

Raymond Rogers
386-882-6200

From: Freddy Suarez
To: Christine Savage
Subject: RE: Permission Piggyback Contract No. 2023-071 Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation
Date: Wednesday, May 15, 2024 10:52:15 AM
Attachments: image002.jpg
image003.jpg
image004.png
image005.png
image006.png
image007.png
image015.jpg
image016.jpg
image017.jpg
image018.jpg
image019.png
image020.jpg
image021.png

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Granted.

Freddy L. Suarez, MPA, CPPB
Procurement Services Director
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7350 | Fax 352-394-2379
fsuarez@clermontfl.org
www.clermontfl.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

2023 Award Winners Email Signature

From: Christine Savage <csavage@cocoafl.gov>
Sent: Wednesday, May 15, 2024 10:38 AM
To: Freddy Suarez <fsuarez@clermontfl.org>
Subject: Permission Piggyback Contract No. 2023-071 Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

Good morning,

On behalf of the City of Cocoa's Finance Department – Purchasing Division we would like to request permission to piggyback Contract No. 2023-071 Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation, original contract attached for reference. Should permission be granted, please provide any addendums, amendments, or pricing table updates as applicable. If approved, a response via email granting permission is sufficient. Thank you in advance.

Have a great day!

Christine Savage
Junior Buyer & Contract Specialist

65 Stone Street • Cocoa, FL 32922
(321) 433-8775 csavage@cocoafl.gov
www.CocoaFL.gov

PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

Website: https://www.clermontfl.gov/

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of MOU [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____

Print Name: Daniel J Pardus

Date: 5/20/2024

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5/20/2024 (date) by Daniel J Pardus (name of officer or agent, title of officer or agent) of Danus Utilities, Inc. (name of corporation acknowledging) , a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.

_____

[Notary Seal] Notary Public

Robert H Brown

Name typed, printed or stamped

My Commission Expires: October 23, 2025

ROBERT H. BROWN
MY COMMISSION EXPIRES
OCTOBER 23, 2025
#HH 145052
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Company ID Number: 961730

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Danus Utilities, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 961730

Approved by:

Employer Danus Utilities, Inc.	
Name (Please Type or Print) Robert H Brown	Title
Signature Electronically Signed	Date 04/08/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/08/2016

Company ID Number: 961730

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Danus Utilities, Inc.
Company Facility Address	2320 Beardall Ave Sanford, FL 32771
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	270404772
North American Industry Classification Systems Code	221
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 961730

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 961730

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Robert H Brown
Phone Number	(386) 804 - 0068
Fax Number	(407) 878 - 1254
Email Address	danus2@cfl.rr.com

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/20/2024

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 have ADDITIONAL INSURED provisions or 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		CONTACT NAME:	Melissa Adrian, CPSR	
Caton-Hosey Insurance		PHONE (A/C, No, Ext):	(386) 767-3161	FAX (A/C, No): (386) 760-1770
3731 Nova Rd.		E-MAIL ADDRESS:	melissa@catonhosey.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
Port Orange	FL 32129	INSURER A :	Specialty Builders Ins. Co.	16826
INSURED		INSURER B :	Auto-Owners Ins	18988
Danus Utilities, Inc		INSURER C :	Travelers Excess & Surplus Lines Co	29696
4133 Saddle Club Dr		INSURER D :	National Builders Insurance Company	16632
		INSURER E :	Federal Insurance Company	20281
New Smyrna Beach	FL 32168	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CL2462032848 **REVISION NUMBER:**

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] Contractual Liability [X] XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		PKG-0351006-01	07/02/2024	07/02/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4806741403	07/02/2024	07/02/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-8W978480-24-NF	07/02/2024	07/02/2025	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV 0264441 08	07/02/2024	07/02/2025	[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
E	Rented & Leased Equipment			45471710	06/24/2024	06/24/2025	Limit Deductible	$350,000 $1,000

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

Notice of Cancellation is 30 days unless with respect to Non-Payment Cancellation which will be 10 days. Certificate Holder is included as an Additional Insured for General Liability Only with respects to operations of the Named Insured and as required by written contract.

CERTIFICATE HOLDER

City of Cocoa
65 Stone St
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

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Legislation Details (With Text)

File #:	24-348	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/18/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	

Title: To consider approval of a multi-year contract between the School Board of Brevard County, and the City of Cocoa for the renewal of up to three (3) school resource officers for the school year 2024-2025, beginning July 1, 2024, and ending June 30, 2025, and authorize the City Manager and City Attorney to finalize and execute the contracts with the Brevard County School Board. Also authorize the City Manager and City Attorney to finalize and execute the contract and MOU with Emma Jewel Charter Academy for one (1) school resource officer. Budgetary impact for FY25, pending the approval of the adoption of the FY25 budget. (Police Chief)

Sponsors:

Indexes:

Code sections:

Attachments: Emma Jewel and City of Cocoa - MOU for SRO - 2024-2025.pdf
Cocoa MOU SRO 2024-25 DRAFT 5.21.24 (002) PG rev 5-28-24.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 18, 2024
Agenda Date: July 9, 2024
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Evander Collier, IV, Chief of Police
Requested Action:
To consider approval of a multi-year contract between the School Board of Brevard County, and the City of Cocoa for the renewal of up to three (3) school resource officers for the school year 2024-2025, beginning July 1, 2024, and ending June 30, 2025, and authorize the City Manager and City Attorney to finalize and execute the contracts with the Brevard County School Board. Also authorize the City Manager and City Attorney to finalize and execute the contract and MOU with Emma Jewel Charter Academy for one (1) school resource officer. Budgetary impact for FY25, pending the approval of the adoption of the FY25 budget.

BACKGROUND:

The School Board of Brevard County and the Cocoa Police Department desire the renewal of the agreement to provide School Resource Officers for Cocoa High School, Cambridge Elementary and Endeavour Elementary for the 2024-2025 school years. Also enter into a MOU with Emma Jewel Charter Academy to provide a school resource officer for the 2024-2025 school year. During the 2018 legislative session the Marjory Stoneman Douglas High School safety Act was signed into law and requires a number of school safety initiatives. Of the more pressing initiatives is for assignment of one or more safe-school officers at each school facility.

Staff are requesting the Council's approval of this multi-year contract for the FY24/FY25 budget years, pending final approval of the City of Cocoa's budget, Brevard County School Board's budget and Emma Jewel Charter Academy's budget. Brevard County School Board is requesting that there be two (2) signed originals. Once two (2) fully executed contracts are complete, one (1) original will be sent to our agency.

STRATEGIC PLAN CONNECTION:

Public Safety.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Choose an item.

Reimbursement from Brevard County Schools and Emma Jewel Charter Academy will be on a budgeted up to 220 school day basis with the City of Cocoa placing one officer at Cocoa High School, one officer at Cambridge Elementary, one officer at Endeavour Elementary and one officer at Emma Jewel Charter Academy beginning July 1, 2024, and ending June 30, 2025. During this time the Brevard County School Board will reimburse the City of Cocoa $216,000.00 and Emma Jewel Charter Academy will reimburse the City of Cocoa $72,000.00 for School Resource Officer services.

Approximate Salary & Benefits for Four (4) SRO = $371,225.00
Revenue Contract Amount = $288,000.00 or $72,000.00 per SRO

This is a Multi-Year Contract

FY24 - 3 months (July 1, 2024 - September 30, 2024)

Salaries & Wages	001-2100-521.12-00	$59,010
Special Detail	001-2100-521.12-06	$1,000
Shoe Allowance	001-2100-521.20-00	$125
FICA	001-2100-521.21-00	$4,514
Retirement	001-2100-521.22-00	$12,457
Group Life	001-2100-521.23-00	$15
Medical	001-2100-521.23-04	$10,814
Dental	001-2100-521.23-07	$370
Vision	001-2100-521.23-08	$75
Long Term Disability	001-2100-521.23-09	$127
Workers Comp	001-2100-521.24-00	$1,835

FY2024 Total $90,342

FY2025 - 9 months (October 1, 2024 - June 30, 2025)
Pending City Council Approval of the FY25 Budget

Salaries & Wages	001-2100-521.12-00	$182,340
Special Detail	001-2100-521.12-06	$3,000

Shoe Allowance	001-2100-521.20-00	$375
FICA	001-2100-521.21-00	$13,949
Retirement	001-2100-521.22-00	$38,492
Group Life	001-2100-521.23-00	$46
Medical	001-2100-521.23-04	$35,217
Dental	001-2100-521.23-07	$1,165
Vision	001-2100-521.23-08	$236
Long Term Disability	001-2100-521.23-09	$393
Workers Comp	001-2100-521.24-00	$5,671

FY2024 Total $280,883

TOTAL COST FOR MULTI-YEAR CONTRACT FOR FOUR (4) SCHOOL RESOURCE OFFICERS: $371,225, of which $216,000 is reimbursable from Brevard County School Board and $72,000 is reimbursable from Emma Jewel Charter Academy.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To consider approval of a multi-year contract between the School Board of Brevard County, and the City of Cocoa for the renewal of up to three (3) school resource officers for the school year 2024-2025, beginning July 1, 2024, and ending June 30, 2025, and authorize the City Manager and City Attorney to finalize and execute the contracts with the Brevard County School Board. Also authorize the City Manager and City Attorney to finalize and execute the contract and MOU with Emma Jewel Charter Academy for one (1) school resource officer. Budgetary impact for FY25, pending the approval of the adoption of the FY25 budget.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), is entered into and made effective this 1st day of July, 2024, irrespective of when signed, by and between the **CITY OF COCOA, FLORIDA** ("**CITY**"), a Florida Municipal Corporation headquartered at 65 Stone Street, Cocoa, FL 32922, and **EMMA JEWEL CHARTER ACADEMY** ("**EMMA JEWEL**"), a Charter School headquartered at 705 Blake Ave, Cocoa, FL 32922, each individually a "**Party**," collectively "**Parties**."

W I T N E S S E T H:

WHEREAS, EMMA JEWEL and the CITY desire to assign a School Resource Officer ("SRO") to the school campus of the Emma Jewel Charter Academy for a period of 190 days up to 220 days during the school year; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, EMMA JEWEL and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Emma Jewel Charter Academy, to increase school security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for EMMA JEWEL's staff members, as well as the faculty and students attending the school and the parents of such students;

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. This MOU shall be effective commencing July 1, 2024, and shall terminate on June 30, 2025, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2025, this Agreement may be renewed by the Parties for successive one-year periods

(commencing on July 1st and ending on June 30th of each successive year) upon the written agreement of the Parties. The Agreement shall not automatically renew, and any renewal may only occur upon the written agreement of the Parties. Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party. Any termination of this MOU which results in overpayment to the CITY will result in the return of funds to EMMA JEWEL equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign one (1) SRO, who shall be a sworn law enforcement officer, to work at least a total of two hundred twenty (220) days, concurrent to EMMA JEWEL's teacher work calendar and inclusive of student attendance days. The SRO shall be assigned to EMMA JEWEL to provide security, preparation drills, safety training, and safety awareness related programs to the school campus, students, employees, volunteers, and visitors of EMMA JEWEL. Assignments of the SRO to the school campus shall be coordinated with ***Thomas Cole****, Principal, at 705 Blake Ave, Cocoa FL 32922.*

4. **Consideration Clause FY 2024-2025:** EMMA JEWEL agrees to reimburse the CITY a flat-fee of Seventy-Two Thousand and 00/100 Dollars ($72,000.00) per SRO for the salary, benefits, and associated costs of the CITY as agreed upon. In the event the CITY is unable to assign an SRO officer to fill the SRO position under this Agreement due to the resignation, dismissal, reassignment, or long term absence of an assigned SRO officer in excess of five (5) days (not including approved sick, vacation, or training time), or because the CITY does not have a qualified officer to serve in an SRO position, payment will only be made for the unfilled SRO position on a prorated basis based on the number of days remaining in a school year once the SRO is assigned to the school (or based on days SRO services are provided).

5. **FY 2024-2025:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). EMMA JEWEL shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 4 above due on or before August 1, 2024 (covering the period beginning July 1, 2024, through September 30, 2024); November 1, 2024 (covering the period beginning October 1, 2024, through December 31, 2024); February 1, 2025 (covering the period beginning January 1, 2025, through March 31, 2025);

and April 1, 2025 (covering the period beginning April 1, 2025, through June 30, 2025). *All invoices should be submitted to* ***Thomas Cole,*** *Principal, at 705 Blake Ave, Cocoa, FL 32922.*

6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).

7. The Parties understand and agree that the SRO(s), in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of EMMA JEWEL.

8. EMMA JEWEL members or any employee under the jurisdiction of EMMA JEWEL shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Principal or designee to the Chief of Police or designee.

9. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).

10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO(s) may be assigned other law enforcement duties by the Chief of Police.

11. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SROs to accomplish the needs of EMMA JEWEL and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the EMMA JEWEL or employees, representatives or agents of EMMA JEWEL, to provide the services for which the CITY is obligated to provide pursuant to this MOU, EMMA JEWEL shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.

12. At all material times, the SRO(s) shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.

13. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.

14. EMMA JEWEL and CITY acknowledge that CITY is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder except to the extent caused by the sole negligence of a Party.

15. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

16. The goals and guidelines stipulated in the attached Exhibits I and II are incorporated by reference herein and made a part hereof.

17. This MOU and respective Exhibits I and II constitute the entire agreement between the Parties and contain all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.

18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

19. This MOU is for the benefit of EMMA JEWEL and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY

shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor EMMA JEWEL assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.

20. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

21. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.

22. Notwithstanding any provisions in this MOU to the contrary, if EMMA JEWEL does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to EMMA JEWEL.

23. EMMA JEWEL has designated the Major and the CITY has designated the Chief of Police for the purpose of implementing the terms of this MOU.

24. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

25. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

26. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

29. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

30. **IF EMMA JEWEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EMMA JEWEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EMMA JEWEL SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-433-8480 OR AT EMAIL: CITYCLERK@COCOAFL.ORG OR AT ADDRESS: 65 STONE STREET, COCOA, FL 32922, (ATTENTION: RECORDS). IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CITY SHALL CONTACT EMMA JEWEL'S CUSTODIAN OF PUBLIC RECORDS AT 321-634-5462, OR AT THOMAS.COLE@EMMAJEWELCHARTER.COM OR AT EMMA JEWEL CHARTER ACADEMY, 705 BLAKE AVE, COCOA, FL 32922.**

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the authorized representatives of each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 01, 2024.

CITY OF COCOA	**EMMA JEWEL CHARTER ACADEMY**
BY: _____	BY: _____
Print: _____	Thomas Cole
Title: _____	Principal/Co-Founder
Date: _____	Date: _____
Approved as to form:	Approved as to form:
BY: _____	BY: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENTS: **EXHIBIT I**
EXHIBIT II

Exhibit I

SCHOOL RESOURCE OFFICER
PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses;

2. To develop and promote positive relationships between students and law enforcement officers;

3. To foster a better understanding of law enforcement officers in the community;

4. To develop positive concepts of law enforcement;

5. To identify and prevent delinquent behavior through counseling and referral;

6. To provide assistance and support for victims of crime identified within the school setting, including abused children;

7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;

8. To provide information about crime prevention;

9. To enhance knowledge of the fundamental concepts and structure of the law;

10. To provide materials and consultative assistance to teachers and parents on various law education topics.

EXHIBIT II

SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.

2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for school pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.

3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.

4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.

5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.

6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a substantial portion of the school day, the SRO shall notify the Principal and provide the Principal

with a means of contacting the SRO or the appropriate law enforcement agency.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.

8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.

9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.

10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or Emma Jewel. These after-school activities will be under the supervision of school personnel. Emma Jewel will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).

11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not by Emma Jewel.

12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

    A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee.

    B. Within a reasonable period of time after receiving the request for review from the SRO, the Principal will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

        1. With the approval of the Chief of Police or his/her designee, and the Principal and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.

        2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the

Principal, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

    A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

    B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.

    C. The Principal shall contact the Chief of Police and request that the SRO be removed from the program at his/her school.

15. School employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other Emma Jewel employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), is entered into and made effective this 1st day of July, 2024, irrespective of when signed, by and between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA,** hereinafter called the "**BOARD**," and the **CITY OF COCOA, FLORIDA**, hereinafter called the "**CITY,"** each individually a "Party," collectively "Parties**."**

WITNESSETH:

WHEREAS, the BOARD and the CITY desire to assign School Resource Officers ("SROs") to school campus(es) within the CITY for a period of not more than 190 days during the school year; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the BOARD and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the BOARD's staff members, as well as the faculty and students attending the schools under the jurisdiction of the BOARD and the parents of such students;

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. This MOU shall be effective commencing July 1, 2024, and terminate on June 30, 2025, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2025, this Agreement may be renewed by the Parties for successive one-year periods (commencing on July 1st and ending on June 30th of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew and any renewal can only occur upon the written agreement of the Parties.

Either Party may terminate this MOU upon ninety (90) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign up to four (4) SRO(s), each a sworn law enforcement officer(s), to work up to Two Hundred Twenty (220) days, concurrent to the School Board of Brevard County's teacher work calendar and inclusive of student attendance days, including Extended School Year (ESY also known as summer school). Each SRO shall be assigned to designated Brevard Public School campuses to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of the Brevard Public School District. The CITY will provide a minimum of three (3) SRO(s) for the start of the 2024-25 school year. Assignments of SRO(s) to school campuses shall be coordinated with ***Major Robert Cline,*** *Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.* Assignments will be made to support the following schools: Cocoa High, Endeavour Elementary, Cambridge Elementary, and Clearlake Education Center.

4. **Consideration Clause FY 2024-2025:** With respect to the term commencing on July 1, 2024, and terminating on June 30, 2025, the BOARD agrees to reimburse the CITY a flat-fee of Seventy-Two Thousand and 00/100 Dollars ($72,000.00) per SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned three (3) SRO(s), for a total not to exceed amount of Two Hundred Sixteen Thousand and 00/100 Dollars ($216,000.00). If additional SROs become available to be assigned, beyond the initial three (3) (and up to four (4)), and adequate funding is available to the BOARD, the BOARD will reimburse the CITY prorated amount based upon the flat-fee of Seventy-Two Thousand and 00/100 ($72,000.00) and the number of school days remaining in the school year per SRO. In the event the CITY is unable to assign an SRO officer to fill any of the four SRO positions under this Agreement due to the resignation, dismissal, reassignment, or long term absence of an assigned SRO officer in excess of five days (not including approved sick, vacation or training time), or because the CITY does not have a qualified officer to serve in an SRO position, payment will only be made for the unfilled SRO position on a prorated basis based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).

5. **FY 2024-2025:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 4 above due on or before August 1, 2024 (covering the period beginning July 1, 2024, through September 30, 2024); November 1, 2024 (covering the period beginning October 1, 2024, through December 31, 2024); February 1, 2025 (covering the period beginning January 1, 2025, through March 31, 2025); and April 1, 2025 (covering the period beginning April 1, 2025, through June 30, 2025). *All invoices should be submitted to* ***Major Robert Cline,*** *Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*

6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).

7. The Parties understand and agree that the SRO(s), in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the BOARD.

8. BOARD members or any employee under the jurisdiction of the BOARD shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Chief of Police or designee.

9. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).

10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, to include ESY (summer school), the SRO(s) may be assigned other law enforcement duties by the Chief of Police. The Parties agree that if ESY (summer school) is scheduled for a school the CITY provides SRO services, the CITY will provide the services for ESY to assist the School Board with complying with their requirements of armed protection while students are present. These services do not financially impact this MOU or the agreed upon financial consideration.

11. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SROs to accomplish the needs of the BOARD and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the BOARD or employees, representatives or agents of the BOARD, to provide the services for which the CITY is obligated to provide pursuant to this MOU, the BOARD shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.

12. At all material times, the SRO(s) shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.

13. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.

14. The BOARD and CITY acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder except to the extent caused by the sole negligence of a Party.

15. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

16. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.

17. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.

18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

19. This MOU is for the benefit of BOARD and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.

20. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

21. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.

22. Notwithstanding any provisions in this MOU to the contrary, if the BOARD does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the BOARD.

23. The BOARD has designated the Major and the CITY has designated the Chief of Police for the purpose of implementing the terms of this MOU.

24. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall

be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

25. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

26. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

27. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

28. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE BOARD SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY _____) AT 321-_____ OR AT EMAIL: _____ OR AT ADDRESS: _____, (ATTENTION: RECORDS).**

29. **IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE CITY SHALL CONTACT THE BOARD'S CUSTODIAN OF PUBLIC RECORDS AT 321-633-1000, EXT. 11453, OR AT SCHOOL BOARD OF BREVARD COUNTY, ATTENTION:**

RECORDS, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FLORIDA 32940.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the authorized representatives of each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 1, 2024.

CITY OF COCOA, FLORIDA

BY_____

Dated: _____, 2024

Approved as to form:

_____

Dated: _____, 2024

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BY_____
Megan Wright, Chairperson

Dated: _____, 2024

BY_____
Mark J. Rendell, Ed.D.
Superintendent

Dated: _____, 2024

Approved as to form:

_____
Paul Gibbs, General Counsel
School Board of Brevard County, Florida

Dated: _____, 2024

Attachments: Exhibit I
Exhibit II

Exhibit I

SCHOOL RESOURCE OFFICER
PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses;

2. To develop and promote positive relationships between students and law enforcement officers;

3. To foster a better understanding of law enforcement officers in the community;

4. To develop positive concepts of law enforcement;

5. To identify and prevent delinquent behavior through counseling and referral;

6. To provide assistance and support for victims of crime identified within the school setting, including abused children;

7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;

8. To provide information about crime prevention;

9. To enhance knowledge of the fundamental concepts and structure of the law;

10. To provide materials and consultative assistance to teachers and parents on various law education topics.

Exhibit II

SCHOOL RESOURCE OFFICER
PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.

2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.

3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.

4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.

5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.

6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a portion of the school day, the SRO shall notify the Principal and Cocoa Police Department supervision. The Cocoa Police Department, in conjunction with the BPS Office of District and School Security, will work to ensure appropriate coverage at the school is provided.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.

8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.

9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.

10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the District. These after-school activities will be under the supervision of school personnel. The District will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).

11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not the District.

12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal and the Director of District and School Security.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

    A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee and the Director of the Office of District and School Security.

    B. Within a reasonable period of time after receiving the request for review from the SRO, the Director of the Office of District and School Security will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

        1. With the approval of the Chief of Police or his/her designee, and the Director of the Office of District and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.

        2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Director of the Office of District and School Security, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

    A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties

and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.

C. The Principal shall contact the Director of District and School Security and request that the SRO be removed from the program at his/her school.

15. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

Legislation Details (With Text)

File #:	24-357	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/21/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Conduct Public Hearing and approve granting easements to Florida Power & Light Company (FPL) for the purposes of constructing, operating and maintaining a fiber optic line in Lee Wenner Park. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Easement (Fiber) - City of Cocoa - Lee Warner Park Cocoa Fiber Permanent Easement Exhibit B Temporary Construction Easement - City of Cocoa - Lee Warner Park Cocoa TCE Exhibit B				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 21, 2024.
Agenda Date: July 9, 2024.
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Conduct Public Hearing and approve granting easements to Florida Power & Light Company (FPL) for the purposes of constructing, operating and maintaining a fiber optic line in Lee Wenner Park.

BACKGROUND:

Pursuant to Appendix A, Zoning, Article IV, Section 2, the City Council shall be required to authorize all uses of land and development projects on any and all lands owned, leased, or controlled by the City of Cocoa within and outside the boundaries of the City.

Florida Power & Light (FPL) desires to construct, operate and maintain a fiber optic line through Lee Wenner Park for the purposes of operating an electric grid to meet future load growth. FPL has requested the City grant FPL an easement for their construction and installation of the fiber optic line through Lee Wenner Park. The easement will be located where the Florida City Gas easement is located and will be a shared easement for both entities.

Staff worked with FPL to place the easement in an area that is least likely to impact future construction/renovations of Lee Wenner Park.

The agreement notes the legal description, and a map is attached showing the location of the approved easement. Additional important easement terms are as follows:

- The proposed easement is 10' wide and will be through the southern parking lot at Lee Wenner Park and exiting into the Indian River Lagoon near the southern end of Lee Wenner Park.
- FPL shall, at its sole cost and expense, restore any improvements on the Property that are damaged by FPL, its contractors, employees, etc.
- Initial construction of the fiber optic line will be coordinated with the City Manager to minimize interference with the City's planned Lee Wenner Park parking lot improvements.
- Written notice must be provided to the City prior to performing any work that (1) involves heavy equipment or machinery; (2) disturbance or excavation of the surface of the Property; or (3) materially interferes with the City's use of the property, except in emergencies.
- Written notice to the City is required prior to closing any parking spaces while conducting work or inspections on the property.
-

FPL has also requested a temporary construction easement through Lee Wenner Park in order to perform construction related to the initial installation of the fiber optic line.

FPL has offered compensation in an amount of $112,400 for the easement based on the prior appraisal for the Florida City Gas easement. Staff will return at a later date to amend the budget and recognize the revenue received. The revenue collected will be allocated to Parking improvements in Cocoa Village.

At the June 7, 2023 Planning & Zoning meeting, the Board approved granting of the easement to Florida City Gas (Pivotal Holdings) and Brevard County Board of County Commissioners approved the easement at their November 14, 2023 meeting. Council granted the easement during a Public Hearing at the December 12, 2023 Council meeting.

The FPL easement agreement is on the Brevard County BOCC meeting agenda for July 9th and this agenda request is contingent on the County's approval. Staff will update Council during the July 9th meeting of the County's decision.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

June 7, 2023 - P&Z approval of FL City Gas easement in same location
December 12, 2023 - Council approval of FL City Gas easement

RECOMMENDED MOTION:

Conduct Public Hearing and approve granting an easement and temporary construction easement to Florida Power & Light Company (FPL) for the purposes of constructing, operating and maintaining a fiber optic line Lee Wenner Park, subject to the Board of County Commissioner's consent to the easements being approved.

This instrument was prepared by and upon recording return to:

Seth Sheitelman
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408

EASEMENT AGREEMENT

(Communications Equipment)

THIS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the _____ day of _____, 2024 by and between the **CITY OF COCOA**, a Florida municipal corporation ("**Grantor**"), having a post office address of 65 Stone Street, Cocoa, Florida 32922, and **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, its affiliates, licensees, agents, successors, and assigns ("**Grantee**"), having a post office address of 700 Universe Boulevard, Juno Beach, Florida 33408.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain tract of land located in Brevard County, Florida which is more particularly described in Exhibit A attached hereto and made a part hereof by this reference (the "**Property**"); and

WHEREAS, Grantee desires to construct, operate and maintain underground electric utility communications facilities (including cables, fiber, conduits, appurtenant equipment, and appurtenant above ground equipment) on the portion of the Property described in Exhibit B attached hereto and made a part hereof by this reference (the "**Easement Area**"); and

WHEREAS, Grantee acknowledges that the Property is subject to that certain non-exclusive easement reserved by Brevard County in that certain County Deed recorded in Official Records Book 8063, Page 1885 of the Public Records of Brevard County, Florida ("**Existing County Easement**") for the County to access, install, maintain, and/or repair the pier and that the Grantee's use of the Easement Area under this Agreement shall not restrict the County's ability to exercise its rights under the Existing County Easement; and

WHEREAS, the parties acknowledge that the County Deed also contains a right of reversion for the Property in favor of Brevard County; and

WHEREAS, Grantee further acknowledges that Grantee's use of the Easement Area under this Agreement is subject to all existing easements and other matters of record, if any, recorded in the public records of Brevard County, Florida prior to the effective date of this Agreement; and

WHEREAS, Grantor agrees to permit Grantee's activities on the Easement Area upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the premises, the mutual covenants and agreements hereinafter set forth, Ten and No/100 Dollars ($10.00), and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Grantor and Grantee hereby agree as follows:

1. **Recitals.** Grantor and Grantee hereby mutually acknowledge and agree that the foregoing recitals are true and correct and hereby incorporated into this Agreement by this reference.

2. **Grant of Easement.** Grantor hereby grants and conveys to Grantee the following irrevocable, perpetual easements, rights and interest in gross:

(i) A non-exclusive easement in, under, over, across and through the Easement Area for the purpose of constructing, reconstructing, improving, expanding, reducing, installing, operating, maintaining, repairing, replacing and inspecting above ground and below ground appurtenances, underground electric utility communications facilities (including cables, fiber, conduits, appurtenant equipment) and any related facilities (collectively, the "**Facilities**") to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of, and remove such Facilities within the Easement Area;

(ii) The right to keep the Easement Area free from (a) trees, undergrowth and/or other obstructions, whether natural or artificial, which might interfere with the lines or systems of communications, upon prior notice to and approval by the Grantor's City Manager or his or her designee, which shall not be unreasonably withheld, conditioned or delayed, except in case of emergency where no such approval is required; (b) anything which may constitute a hazard or endanger persons attempting to construct, reconstruct, improve, expand, reduce, install, operate, maintain, repair, replace or inspect any of the Facilities; (c) anything which may increase the cost of constructing, reconstructing, improving, expanding, reducing, installing, operating, maintaining, repairing, replacing or inspecting any of the Facilities, except that the existing parking lot surface and supporting structures, which may be maintained, repaired, and resurfaced, shall not be considered to increase such cost and may remain on the Easement Area; and (d) anything which may unreasonably interfere with the Facilities and/or any of Grantee's easements, rights and interest under this Agreement, and

(iii) A non-exclusive right-of-way easement of ingress, egress and access across the entirety of the Property as may be reasonably necessary or convenient for the full use and enjoyment by Grantee of its easements, rights and interest under this Agreement including, without limitation, the right to bring equipment, persons and materials onto the Property and Easement Area, subject to the requirements of Section 4 below.

3. **Restoration of Property.** Grantee shall repair any damage to the Property or Easement Area to the extent that such damage is caused by Grantee or its contractors, employees or agents. Grantee shall restore, or cause to be restored, the surface and subsurface of the Property and Easement Area to the same or substantially similar condition as reasonably practical said Property or Easement Area was in prior to Grantee's performance of any activities contemplated by this Agreement for the Grantee's Facilities. Grantee shall use its best efforts in its use of the Easement Area to not unreasonably interfere with use by Grantor, its guests and invitees.

4. **Coordination of Work.** With regard to initial construction of the Grantee's Facilities, Grantee shall coordinate the timing of such initial construction with the City Manager and may not commence construction absent City Manager approval, which shall not be unreasonably withheld, conditioned, or delayed, and which shall be given to minimize interference with the City's planned Lee Wenner Park parking lot improvements. Grantee shall provide notice to Brevard County, Parks and Recreation Department, prior to commencing initial construction of its Facilities. Grantee shall provide at

least thirty (30) days' written notice to Grantor and Brevard County, Parks and Recreation Department, prior to performing any inspection, alteration, construction, reconstruction, improvement, replacement, maintenance or repair of Grantee's Facilities which may (1) involve heavy equipment or machinery; (2) excavation of the surface of the Property, or (3) materially interfere with Grantor's use of Grantor's Property or materially interfere with Brevard County's use of its Existing County Easement, except in an event of an emergency in which life or property is in imminent danger of destruction or injury. Except in the event of an emergency, Grantee further agrees to provide at least ten (10) days' written notice to Grantor and Brevard County, Parks and Recreation Department, prior to closing any parking spaces on the Property while conducting any inspection, alteration, construction, reconstruction, improvement, replacement, maintenance or repair of Grantee's Facilities that may affect park operations. Except in the case of such emergency, Grantee shall be required to coordinate the timing, staging and specific location of the work to be performed and materials and equipment to be placed on the Property with the City Manager's Office. Except in case of an emergency, Grantee shall coordinate the timing and closure of parking spaces with the City's Leisure Services Department.

5. **Relocation of Facilities.** Grantee acknowledges and agrees that the Property is a premiere waterfront park in the City of Cocoa and located within the Cocoa Community Redevelopment Area and subject to a Waterfront Master Plan, which may be amended from time to time to include varying economic redevelopment projects and enhanced recreational and community opportunities. Grantor shall use reasonable efforts to avoid requiring Grantee to relocate its Facilities, but this Agreement shall not under any circumstances be construed to preclude the Grantor or the Cocoa Community Redevelopment Area, in its sole discretion, from amending its vision for the Property or taking action to enhance the available recreational and community opportunities on the Property in order to serve the best interests of the City's residents. Grantee agrees that should Grantor request Grantee to relocate Grantee's Facilities to another location on the Property for any reason, Grantor and Grantee shall cooperate and work together in good faith to agree upon an alternate location, footprint, design and construction plan for the new easement area ("**New Easement Area**") which shall be similar to the Easement Area in area and appropriateness for the use of Grantee's purposes, in which event the New Easement Area shall be deemed to be the Easement Area for all purposes under this Agreement; whereupon Grantee shall promptly relocate the Facilities to the New Easement Area at Grantor's expense. Upon such relocation the New Easement Area shall be deemed to be the Easement Area under this Agreement and the parties shall amend this Agreement to replace Exhibit B to show the New Easement Area.

6. **Grantor's Use of Easement Area.** Subject to Grantor's rights described in Section 5 above, and subject to the Existing County Easement, Grantor hereby covenants and agrees that it shall not construct, or permit any person or entity other than Grantee to construct, any buildings, towers or other structures on the Easement Area, nor shall it cause or permit any person or entity other than Grantee to cause the grade of the Easement Area to be changed in any manner prior to obtaining the prior written consent of Grantee.

7. **Grantor's Non-Interference.** Subject to and conditioned upon the provisions of Sections 4 and 5 of this Agreement, Grantor hereby reserves for itself the right to use the Easement Area; provided, however, that Grantor's use may not (i) violate any provision of this Agreement, (ii) constitute, in Grantee's reasonable opinion, a hazard or endanger persons attempting to construct, reconstruct, improve, expand, reduce, install, operate, maintain, repair, replace or inspect any of the Facilities, or (iii) unreasonably interfere with any of the Facilities and/or Grantee's easements, rights or interest under this Agreement.

8. **Amendment; Easement Runs with the Land.** This Agreement may only be amended by a writing signed by all of the parties hereto, and no other purported amendment hereof shall be of any force or effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their

respective heirs, personal representatives, successors and assigns, as applicable. All rights granted to Grantee hereunder are hereby also expressly granted to Grantee's servants, agents, employees, contractors and subcontractors.

9. **Release of Easement.** In the event of the Grantee's complete non-use and abandonment of the Grantee's Facilities within the Easement Area, at such time Grantor may request a release of this Agreement to record in the public records.

10. **Grantor's Representations.** Grantor for itself and its successors and assigns, does hereby warrant to Grantee and its successors and assigns, that Grantor holds fee title to the Easement Area, and warrants the title to the easements herein described and granted, and will defend the same and Grantee's right to use and quietly enjoy such easements and the Easement Area against the lawful claims of all persons whomsoever.

11. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the Grantor's (or the then owner of the Property, if Brevard County) right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the Grantor's or Brevard County's, as the case may be, potential liability under state or federal law, if applicable. As such, the Grantor (or the then owner of the Property, if Brevard County) shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the Grantor (or the then owner of the Property, if Brevard County) 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). This paragraph shall survive termination of this Agreement.

12. **Governing Law; Venue; Waiver of Jury Trial.** This Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal court actions. The parties agree that this Agreement was consummated in Brevard County, and the site of the easement is in Brevard County, Florida. The parties hereby voluntarily, knowingly, and intentionally agree, to the extent permitted by law, to the waiver of a jury trial in any legal action or proceeding arising under or in connection with this Agreement.

13. **Notices.** All notices, demands, requests, consents, approvals or other communications (collectively, "**Notices**") required or permitted to be given hereunder or which are given with respect to this Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Grantor: Attn: Stockton Whitten, City Manager
City of Cocoa, Florida
Stone Street
Cocoa, FL 32922

To Grantee: Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: Corporate Real Estate Department

With Copy To: Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: General Counsel

To Brevard County, Parks and Recreation:
Director, Parks and Recreation
2725 Judge Fran Jamieson Way
Melbourne, Florida 32940

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

14. **Counterparts.** This Agreement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same instrument.

15. **Injunctive Relief.** The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

16. **Entire Agreement.** This Agreement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Agreement.

17. **Attorney's Fees.** In the event it shall be necessary for Grantor or Grantee to bring suit for specific performance or damages or to enforce any provision hereof, each party shall be responsible for its own attorney's fees, costs and expenses.

18. **Severability.** If any provision, or a portion thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement or the application of such provision, or portion thereof, to any persons or circumstances shall not be affected thereby and the remainder of this Agreement shall be given effect as if such invalid, inoperative or unenforceable portion has not been included; such invalid, inoperative or unenforceable provision, or portion thereof, or the application thereof to any person or circumstances, shall not be given effect.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Grantor and Grantee has hereunto set their hands and affixed their seals as of the date first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF COCOA,
a Florida municipal corporation

_____
Witness Signature

_____
Print Name
Post Office Address: 65 Stone Street
Cocoa, Florida 32922

By:_____
Print Name: _____
Title: _____

_____
Witness Signature

_____
Print Name
Post Office Address: 65 Stone Street
Cocoa, Florida 32922

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by _____, as _____ of the City of Cocoa, a Florida municipal corporation, on behalf of the City.

[NOTARIAL SEAL]

Notary: _____
Print Name:_____
Notary Public, State of Florida
My commission expires:_____

☐ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced_____

WITNESSES:

Signed, sealed and delivered
in the presence of:

_____
Witness Signature

_____
Print Name
Post Office Address: 700 Universe Boulevard
Juno Beach, Florida 33408

_____
Witness Signature

_____
Print Name
Post Office Address: 700 Universe Boulevard
Juno Beach, Florida 33408

GRANTEE:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

By:_____
Print Name:_____
Title:_____

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by _____, as _____ of **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, on behalf of the corporation.

[NOTARIAL SEAL]

Notary: _____
Print Name:_____
Notary Public, State of Florida
My commission expires:_____

☐ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced_____

Exhibit A

Legal Description of the Property

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more, particularly described as follows:

Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of River Edge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page. 75 of the Public Records of Brevard County, Florida and run N.00°56'32"W., along said Easterly right-of-way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right-of-way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910, of the Public Records of Brevard County, Florida; thence run N.89°18'48”E., along the North line of said release parcel for 120.15 feet; thence run N.79°08'43"E., along said North line for 244.45 feet; thence run N.86°55"19"E., along said North line for 347.14 feet; thence run N.03°04'41"W., along said North line for 32.00 feet; thence run N.86°55’19"E., along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S.31°33'01"E., for 28.55 feet; S.04°05’19"W., for 1.34 feet; S.04°05'19"W., for 17.13 feet; S.04°05'19"W., for 14.29 feet; S.04°16'18"W., for 2.84 feet; S.04°16'18"W., for 25.14 feet; S.42°11'59"W., for 31.14 feet; S.38°39'28"W., for 76.67 feet; S.39°43’35"W., for 83.66 feet; S.44°24'03W., for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S.86°55'19"W., along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04’00" for 430.25 feet to the Point of Tangency of said curve; thence run S.89°18'48"W., for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

and

All of that portion of Lot 8 of the Cocoa River Development in the City of Cocoa, Brevard County, Florida, as shown by the Plat of and Subdivision recorded in Plat Book 11, Page 7, of the Public Records of Brevard County, Florida, lying East of and within 400 fee to River Edge Boulevard as shown on said Plat, together with the submerged lands in the Indian River and the riparian or littoral rights thereunto appurtenant to the East of said River Edge Boulevard.

Note: The specific legal description of all Land South of the above legal descriptions pertaining to Parcel I.D. 24-36-33-00-43 were not found within the Public Records. This said land was apparently described as follows:

All of Lot 9, Cocoa River Development, according to the Plat of said subdivision recorded in Plat Book 11, Page 75, Public Records of Brevard County, Florida, lying East of the centerline of River Edge Boulevard as shown on said Plat, and all submerged lands in the Indian River and all riparian or littoral rights which may appertain to said Lot 9, Cocoa River Development.

and

All of Lots 9 and 10, Cocoa River Development, according to the Plat of said Subdivision in Plat Book 11, Page 75, Public Records of Brevard County, Florida, lying East of the centerline of River Edge Boulevard, as shown on said Plat, and all submerged lands in the Indian River and any and all riparian or littoral rights which may appertain to said Lot 9 and 10, Cocoa River Development.

Exhibit B

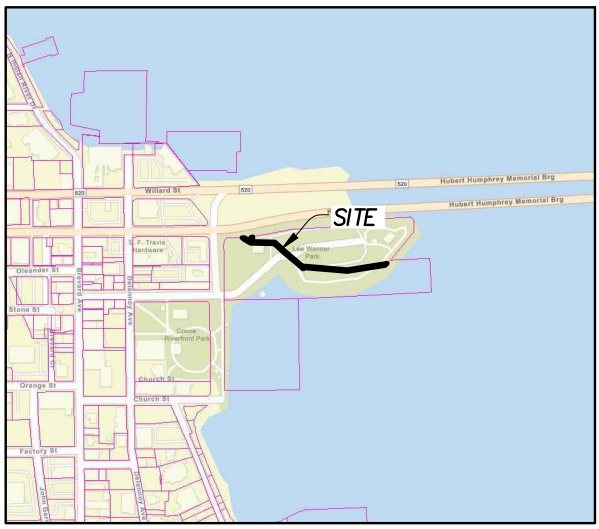
Legal Description of the Easement Area

Exhibit B - Easement Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8063, PAGE 1885, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 33 & 34, TOWNSHIP 24 SOUTH, RANGE 36 WEST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 520 ALSO KNOWN AS MERRITT ISLAND CAUSEWAY (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 70100-2517) BEING MARKED BY A FOUND IRON ROD; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S89°10'52"W FOR 27.36 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY RUN S49°56'33"E FOR 4.00 FEET; THENCE S59°57'21"E FOR 34.32 FEET; THENCE N00°01'31"E FOR 21.20 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SAID STATE ROAD 520; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE N79°00'47"E FOR 10.19 FEET; THENCE S00°01'31"W FOR 24.14 FEET; THENCE S88°39'11"E FOR 120.77 FEET; THENCE S47°40'19"E FOR 78.51 FEET; THENCE S50°00'48"E FOR 118.45 FEET; THENCE S85°06'38"E FOR 245.15 FEET; THENCE N80°52'26"E FOR 219.72 FEET; THENCE S45°38'55"W FOR 14.18 FEET; THENCE S53°47'09"W FOR 4.00 FEET; THENCE S80°52'26"W FOR 205.81 FEET; THENCE N85°06'38"W FOR 236.67 FEET; THENCE S40°25'43"W FOR 7.51 FEET; THENCE N49°34'17"W FOR 70.34 FEET; THENCE N50°25'09"W FOR 61.93 FEET; THENCE N47°40'19"W FOR 75.01 FEET; THENCE N88°39'11"W FOR 128.21 FEET; THENCE N59°57'21"W FOR 39.35 FEET; THENCE N49°56'33"W FOR 16.42 FEET; THENCE N89°10'52"E FOR 15.28 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 8,584 SQUARE FEET (0.197 ACRES) MORE OR LESS.



VICINITY MAP
(NOT TO SCALE)

JOHN BOLAND
License Number
7350
STATE OF
FLORIDA
Professional Surveyor and Mapper

JOHN M. BOLAND — DATE 03/23/23
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 7350
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET INDEX:
SHEET 1: LEGAL DESCRIPTION
SHEET 2: LEGEND, NOTES
SHEETS 3-5: SKETCH OF DESCRIPTION

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 1 OF 5

SKETCH OF DESCRIPTION OF
PROPOSED EASEMENT ACROSS THE LANDS OF CITY OF COCOA (LEE WENNER PARK)
SECTION 33 & 34, TOWNSHIP 24 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA
PREPARED FOR:
FLORIDA POWER & LIGHT COMPANY

SGC ENGINEERING, LLC
SURVEY AND MAPPING
1001 TOWN PLAZA COURT, SUITE 1032
WINTER SPRINGS, FLORIDA 32708
PHONE: (800) 581-4031
WWW.SGCSURVEY.COM
LB 7979

DATE: 03/23/23 SCALE: 1" = 40' DRAWN: SAS CHECK: JMB

PLOTTED: 3/23/2023 11:38:05 AM LOGIN: Steven Stuglik FILE: K:\PROJECTS\1877001-Kimley Horn - FL520 Replacement\DWG\WORKSHEETS\1877001_Plats_esmt_sas_FPL.dwg

SKETCH NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON, IF ANY ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983.
2. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050 THROUGH 5J17.052, FLORIDA ADMINISTRATIVE CODE.
3. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988(NAVD 88) [GEOID 12B].
4. IMPROVEMENTS SHOWN HEREON ARE THE RESULT OF A FIELD SURVEY CONDUCTED BY SGC ENGINEERING, LLC BETWEEN APRIL 14, 2020 AND OCTOBER 19, 2020.
5. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
6. PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MEMORANDUM TO BEN DESLAURIERS DATED OCTOBER 20, 2020 AN ORDINARY HIGH WATER LINE (OHWL) HAS NOT BEEN DETERMINED AT THIS SITE. AN ELEVATION OF −0.30 FEET, NORTH AMERICAN VERTICAL DATUM 1988, ALONG THE NATURAL SHORELINE IS SUFFICIENT FOR SAFE UPLAND LINE.

LEGEND:

———	SUBJECT EASEMENT
——— — — ———	EXISTING R/W
—— – – —— – – ——	PARCEL LINES
—— —— —— —— ——	TIE LINE
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
SF	SQUARE FEET
AC	ACRES
SEC	SECTION
RNG	RANGE
TWN	TOWNSHIP
●	FOUND IRON ROD

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION OF

PROPOSED EASEMENT ACROSS THE LANDS OF CITY OF COCOA (LEE WENNER PARK)

SECTION 33 & 34, TOWNSHIP 24 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

PREPARED FOR:

FLORIDA POWER & LIGHT COMPANY

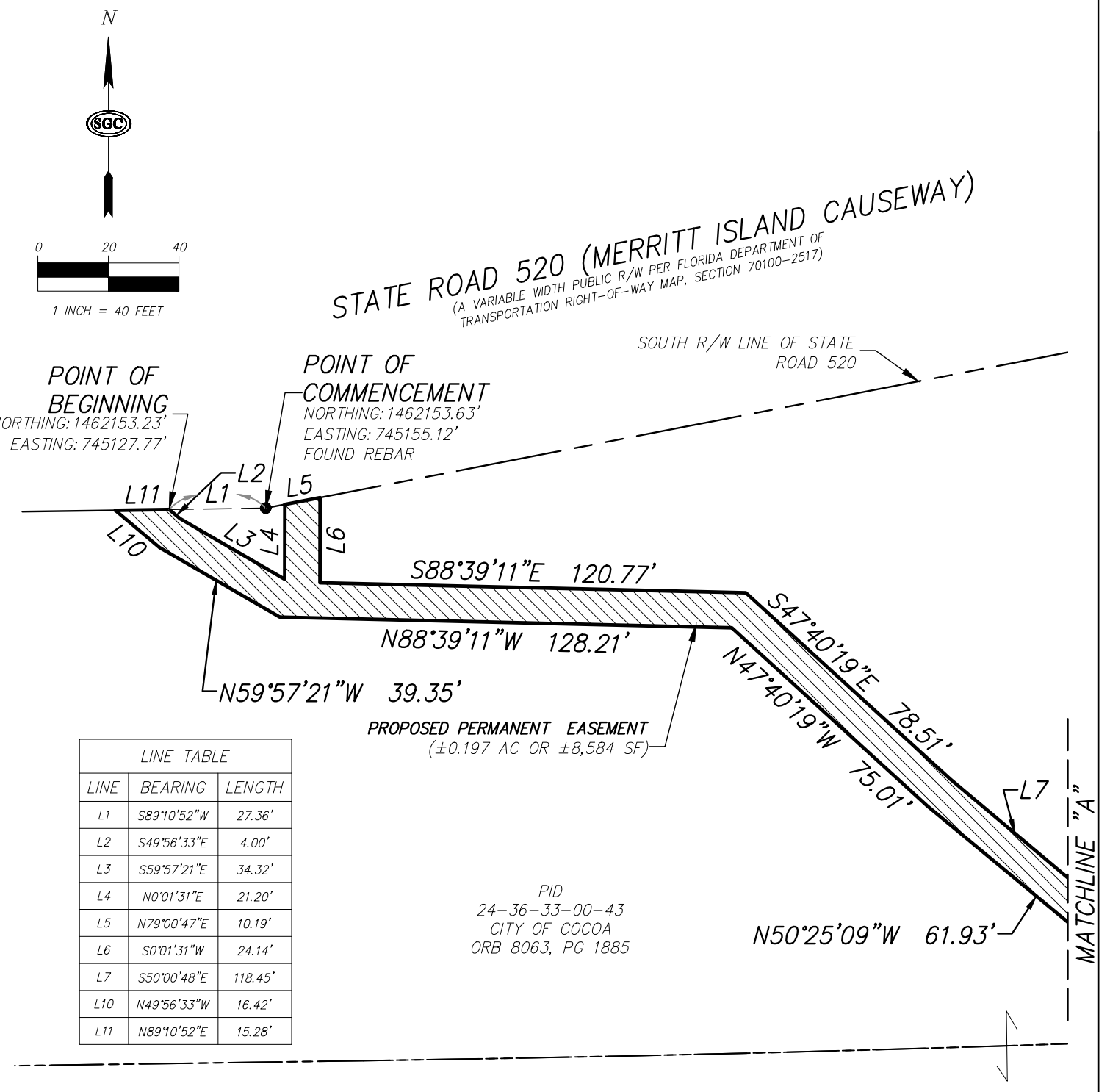
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SURVEY AND MAPPING

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LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°10'52"W	27.36'
L2	S49°56'33"E	4.00'
L3	S59°57'21"E	34.32'
L4	N0°01'31"E	21.20'
L5	N79°00'47"E	10.19'
L6	S0°01'31"W	24.14'
L7	S50°00'48"E	118.45'
L10	N49°56'33"W	16.42'
L11	N89°10'52"E	15.28'

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SECTION 33 & 34, TOWNSHIP 24 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

PREPARED FOR:

FLORIDA POWER & LIGHT COMPANY

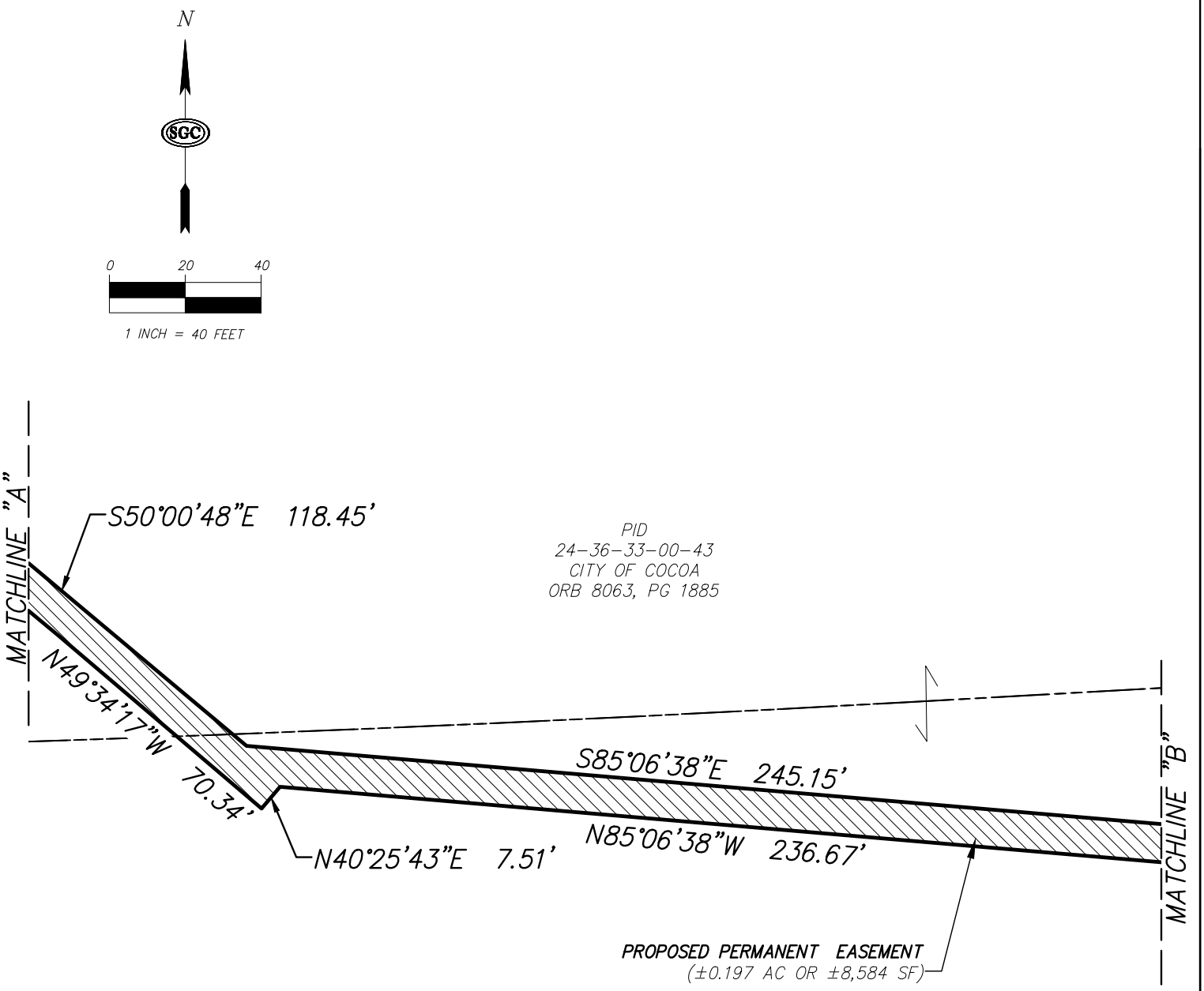
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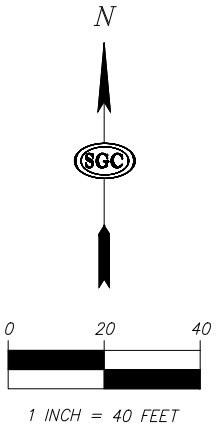
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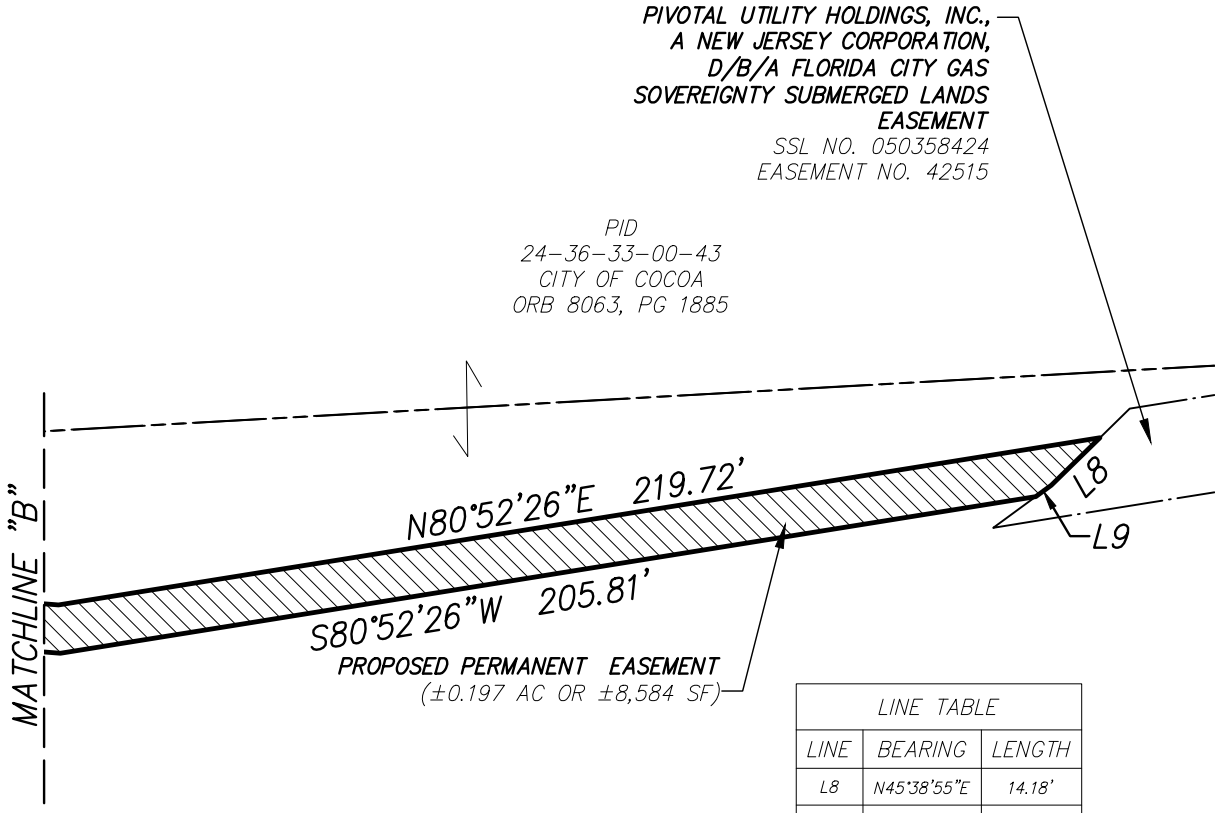
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LINE TABLE		
LINE	BEARING	LENGTH
L8	N45°38'55"E	14.18'
L9	N53°47'09"E	4.00'

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SKETCH OF DESCRIPTION OF

PROPOSED EASEMENT ACROSS THE LANDS OF CITY OF COCOA (LEE WENNER PARK)

SECTION 33 & 34, TOWNSHIP 24 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

PREPARED FOR:

FLORIDA POWER & LIGHT COMPANY

SGC ENGINEERING, LLC

SURVEY AND MAPPING

1001 TOWN PLAZA COURT, SUITE 1032
WINTER SPRINGS, FLORIDA 32708
PHONE: (800) 581-4031
WWW.SGCSURVEY.COM
LB 7979

DATE: 03/23/23 SCALE: 1" = 40' DRAWN: SAS CHECK: JMB

PLOTTED: 3/23/2023 11:38:07 AM LOGIN: Steven Stuglik FILE: K:\PROJECTS\1877001-Kimley Horn - FL520 Replacement\DWG\WORKSHEETS\1877001_Plats_esmt_sas_FPL.dwg

Prepared by:
Seth Sheitelman
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408

FLORIDA POWER & LIGHT COMPANY

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("**Agreement**") is made and executed this _____ day of _____, 2024 by and between the **CITY OF COCOA**, a Florida municipal corporation, having a post office address of 65 Stone Street, Cocoa, Florida, 32922 ("**Property Owner**" or "**Grantor**"), and **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, having a post office address of 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Grantee**").

W I T N E S S E T H:

WHEREAS, Property Owner is the owner of that certain real property more particularly described on **Exhibit "A"** attached to this Agreement and made a part hereof by reference ("**Property**"); and

WHEREAS, Grantee requires temporary easements over a portion of the Property as approximately depicted on **Exhibit "B"** attached to this Agreement and made a part hereof by reference ("**Temporary Easement Area**") in order to conduct construction activities in connection with certain property Grantee has rights to use (the **"Grantee Property"**; and which Grantee Property may be a part of the Property) as provided by that certain easement agreement executed by Grantor and Grantee on the Property ("**Easement Agreement**"); and

WHEREAS, Grantee acknowledges that the Property is subject to that certain non-exclusive easement reserved by Brevard County in that certain County Deed recorded in Official Records Book 8063, Page 1885 of the Public Records of Brevard County, Florida ("**Existing Easement**") for the County to access, install, maintain, and/or repair the pier and that the Grantee's use of the Temporary Easement Area under this Agreement shall not restrict the County's ability to exercise its rights under the Existing Easement; and

WHEREAS, Property Owner is willing to grant to Grantee temporary easements as provided in this Agreement.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, cash in hand paid by Grantee to Property Owner, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Grant of Easements**. Property Owner hereby grants and conveys to Grantee the following temporary easements, rights and privileges (collectively called the "**Temporary Easements**"):

(A) a non-exclusive easement in, upon, under and through the Temporary Easement Area to move, stage and store construction and other machinery, apparatus, equipment, vehicles and personnel and to do such other activities as Grantee shall deem necessary in connection with certain activities on, in, under or above the Grantee Property, such activities on the Grantee Property including, without limitation, the construction, installation, laying, inspection, testing, operation, of underground electric utility

communications facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) (collectively called the "**Facilities**");

(B) a non-exclusive easement of unrestricted and free access, ingress and egress to and from the Temporary Easement Area on, over and through the Property;

(C) a non-exclusive easement to go on, over and through Property and the Temporary Easement Area to inspect and survey the Property and Temporary Easement Area and Easement Area as defined in the Easement Agreement;

(D) a non-exclusive easement to cut, clear, remove, and dispose of trees, undergrowth, and other obstructions located in the Temporary Easement Area that would hinder the exercise of the rights and privileges of the Temporary Easement granted in this Agreement upon prior notice to and approval by the Grantor's City Manager or his or her designee, which shall not be unreasonably withheld, conditioned or delayed;

(E) all other rights, privileges, and easements necessary for the full enjoyment and use of the Temporary Easement Area, the Easements and the rights and privileges of the Grantee in this Agreement; and

(F) the right to erect a construction security fence around the Temporary Easement Area and Easement Area as defined in the Easement Agreement during construction for safety purposes.

2. **Commencement of Construction, Expiration of Agreement, and Restoration of Property**. Pursuant to the Easement Agreement, with regard to initial construction of the Grantee's Facilities, Grantee shall coordinate the timing of such construction with the City Manager and may not commence construction absent City Manager approval, which shall not be unreasonably withheld, conditioned, or delayed, and which shall be given to minimize interference with the City's planned Lee Wenner Park parking lot improvements. This Agreement shall expire automatically upon Grantee's completion of construction of the Facilities on the Grantee Property. Grantee assumes sole and full responsibility for any loss or damage to equipment and material stored on the Temporary Easement Area during the term of this Agreement unless such damage or loss is caused by the sole negligence of the Property Owner; in which case Property Owner shall be responsible for the loss or damage caused by its own acts and omissions. Upon completion of the Facilities, Grantee shall provide written notice of completion to the Property Owner. Further, Grantee shall leave the Property, including but not limited to the Easement Area and Temporary Easement Area, in as near as the same or substantially similar condition it was in prior to the commencement of construction as practical, subject to those improvements made pursuant to the project plans, if any. The Grantee shall, at its sole cost and expense, restore any improvements on the Property that are damaged by Grantee or its contractors, employees, or agents, incident to its construction of the project to a condition which approximates as closely as is reasonably practicable the condition of said improvements prior to being damaged. Grantee agrees to fill any holes Grantee created, level the ground of the Easement Area and Temporary Easement Area to approximately the same contour as existed just prior to the commencement of construction, to spread grass seed over the Temporary Easement Area or replace asphalt removed which were removed by Grantee in the course of Grantee's use of the Temporary Easement Area.

3. **Maintenance of the Property.** During the term of this Agreement, Grantee shall perform its activities upon the Property in a reasonably safe manner and perform or have performed the work required by the project in a workman like manner that minimizes, to the extent practicable, the amount of dust, debris, noise and/or other construction impacts on the Property. In addition, Grantee shall not unreasonably obstruct traffic or eliminate access to the Property (especially during peak times of the day), except as necessary to complete construction of the Facilities pursuant to the project plans.

4. **Enforcement; Strict Compliance**. Grantee shall have the right to take any action, at law and in equity, to enforce or prevent the interference with the easements, rights and privileges granted in this Agreement. Failure of any party to exercise any power or right given hereunder or to insist upon strict compliance with the terms hereof shall not be, or be deemed to be, a waiver of such party's right to demand strict compliance with the terms of this Agreement.

5. **Transferability**. Grantee shall not have the right to assign or subcontract this Agreement or any rights hereunder, without the prior written consent of Property Owner. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to any party other than Grantee and Property Owner, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of Grantee and Property Owner and not for the benefit of any other party.

6. **Authority**. The parties warrant and represent one to the other that they have full power and authority to enter into this Agreement.

7. **Integrated Agreement; Modification**. This Agreement constitutes the entire and complete agreement between the parties with respect to the transaction contemplated hereby, and conversations, representations, promises, inducements, warranties, or statements not reduced to writing and expressly set forth in this Agreement shall be of no force or effect whatsoever. No conduct or course of action undertaken or performed by the parties shall have the effect of, or be deemed to have the effect of, modifying, altering or amending the terms, covenants and conditions of this Agreement. This Agreement may not be modified, altered or amended except by a written instrument executed by the party to be bound and signed by both parties to the Agreement.

8. **Severability**. If any of the provisions of this Agreement are hereinafter expressly declared by a court of competent jurisdiction to be invalid or unenforceable, then any such provision shall be canceled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.

9. **Headings**. The headings of this Agreement are for convenience only, shall in no way define or limit the scope or content this Agreement, and shall not be considered in any construction or interpretation of the provisions of this Agreement or any part of this Agreement.

10. **Construction**. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

11. **Exhibits**. Each exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and shall be construed to be a part of this Agreement by such reference or other mention at each point in which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time such terms are used.

12. **Counterparts**. This Agreement may be signed in counterparts and shall be considered a complete instrument when all parties have affixed their signatures.

13. **Governing Law**. This Agreement shall be construed, enforced, and interpreted in accordance with the laws of the State of Florida and those laws shall control in the event of any conflict of laws.

14. **Venue**. The venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

15. **General Contractor Requirements**. Grantee may retain the services of a construction contractor to construct the improvements required by the project plans at its sole cost and expense. If retained, Grantee shall require the general contractor to construct the improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

Grantee agrees to also require the general contractor to maintain a minimum of one million dollars ($1,000,000.00) of general liability insurance coverage for purposes of covering any and all potential claims, actions, causes of action, loss, damage, injury, liability, cost or expense caused by or arising out of the contractor's performance to construct the improvements required by the project. Grantee shall require that said general contractor's insurance company list the Property Owner and Grantee as additional named insureds on the general contractor's insurance policy. Further, the general contractor shall provide proof of said insurance to Property Owner and Grantee. In addition, the construction contractor shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in accordance with Florida Statutes for public construction contracts. The form of said indemnification shall be subject to approval of the City Attorney. Grantee may meet the insurance requirements herein with any combination of primary, excess, or self-insurance.

16. **Improvements to Property**. Grantee agrees that all costs, expenses and/or obligations for labor, materials and/or services for or in connection with all improvements constructed on the Easement Area pursuant to the project plans shall be paid for by Grantee, and that Grantee shall protect the Property from the filing of mechanics' liens relating to said improvements. In the event that any such mechanics' liens are filed against the Property, Grantee shall promptly take such steps, at its expense, to cause a release of the mechanics' lien or liens to be filed with the Official Records of Brevard County.

17. **Notices**. Any notices required by this Agreement shall be in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

For Grantee:
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: Corporate Real Estate Department

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

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing. The Grantor and Grantee may freely modify the notice address at any time by providing written notice to the other party.

18. **Attorney's Fees**. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear their own attorney's fees, costs and expenses of any such action.

19. **Indemnification.** Grantee agrees to indemnify, defend, and hold Grantor, its officers, officials, employees, agents, authorized contractors and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, resulting from the negligent, grossly negligent and/or intentional acts, errors or omissions of Grantee, its agents, employees, contractors, or subcontractors arising out of or in connection with the performance of its activities under this Agreement, except to the extent such injuries and/or damages are caused by the negligence or intentional acts of Grantor, or its officers, officials, employees, agents, authorized contractors and volunteers; provided however, in no event shall Grantee be liable for special, consequential or punitive damages.

The indemnification provided in this section shall obligate Grantee to defend at its own reasonable expense or to provide for such defense, at the option of Grantor, as the case may be, of any and all claims of liability and all suits and actions of every name and description that are brought against Grantor as a direct result under this Agreement. In all events, Grantor shall be permitted to choose legal counsel of its sole but reasonable choice, the actual and reasonable fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in Brevard County, Florida. In the event any of the Grantee's employees bring an action against the Grantor, arising out of, or in any way connected with, the use of the Property, the Grantee agrees that it shall not assert immunity under Section 440.11, Florida Statutes, as a defense to an indemnity action or obligation asserted by the Grantor in such circumstances pursuant to this Agreement.

20. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the Grantor's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the Grantor's potential liability under state or federal law, if applicable. As such, the Grantor shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the Grantor 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). This paragraph shall survive termination of this Agreement.

(Signatures Appear on following page)

IN WITNESS WHEREOF, the parties hereto have subscribed their names and have caused this Temporary Construction Easement Agreement to be executed as of the day and year first above written.

GRANTOR:
CITY OF COCOA,
a Florida municipal corporation

_____
(Witness signature)

Print Name:_____
(Witness)
Address: _____

_____

_____
(Witness signature)

Print Name:_____
(Witness)
Address: _____

_____

By: _____
(Grantor's signature)

Print Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by _____, as _____ of the City of Cocoa, a Florida municipal corporation, on behalf of the City.

[NOTARIAL SEAL]

Notary:_____
Print Name:_____
Notary Public, State of Florida
My commission expires:_____

☐ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced_____

Signed, sealed and delivered in the presence of:

GRANTEE:
FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

_____
(Witness signature)

Print Name:_____
(Witness)
Address:_____

_____

_____
(Witness signature)

Print Name:_____
(Witness)
Address:_____

_____

By: _____
(Grantee's signature)

Print Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by _____, as _____ of **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, on behalf of the corporation.

[NOTARIAL SEAL]

Notary:_____
Print Name:_____
Notary Public, State of Florida
My commission expires:_____

☐ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced_____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more, particularly described as follows:

Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of River Edge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page. 75 of the Public Records of Brevard County, Florida and run N.00°56'32"W., along said Easterly right-of-way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right-of-way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910, of the Public Records of Brevard County, Florida; thence run N.89°18'48"E., along the North line of said release parcel for 120.15 feet; thence run N.79°08'43"E., along said North line for 244.45 feet; thence run N.86°55"19"E., along said North line for 347.14 feet; thence run N.03°04'41"W., along said North line for 32.00 feet; thence run N.86°55'19"E., along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S.31°33'01"E., for 28.55 feet; S.04°05'19"W., for 1.34 feet; S.04°05'19"W., for 17.13 feet; S.04°05'19"W., for 14.29 feet; S.04°16'18"W., for 2.84 feet; S.04°16'18"W., for 25.14 feet; S.42°11'59"W., for 31.14 feet; S.38°39'28"W., for 76.67 feet; S.39°43'35"W., for 83.66 feet; S.44°24'03W., for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S.86°55'19"W., along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S.89°18'48"W., for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

and

All of that portion of Lot 8 of the Cocoa River Development in the City of Cocoa, Brevard County, Florida, as shown by the Plat of and Subdivision recorded in Plat Book 11, Page 7, of the Public Records of Brevard County, Florida, lying East of and within 400 fee to River Edge Boulevard as shown on said Plat, together with the submerged lands in the Indian River and the riparian or littoral rights thereunto appurtenant to the East of said River Edge Boulevard.

Note: The specific legal description of all Land South of the above legal descriptions pertaining to Parcel I.D. 24-36-33-00-43 were not found within the Public Records. This said land was apparently described as follows:

All of Lot 9, Cocoa River Development, according to the Plat of said subdivision recorded in Plat Book 11, Page 75, Public Records of Brevard County, Florida, lying East of the centerline of River Edge Boulevard as shown on said Plat, and all submerged lands in the Indian River and all riparian or littoral rights which may appertain to said Lot 9, Cocoa River Development.

and

All of Lots 9 and 10, Cocoa River Development, according to the Plat of said Subdivision in Plat Book 11, Page 75, Public Records of Brevard County, Florida, lying East of the centerline of River Edge Boulevard, as shown on said Plat, and all submerged lands in the Indian River and any and all riparian or littoral rights which may appertain to said Lot 9 and 10, Cocoa River Development.

EXHIBIT “B”

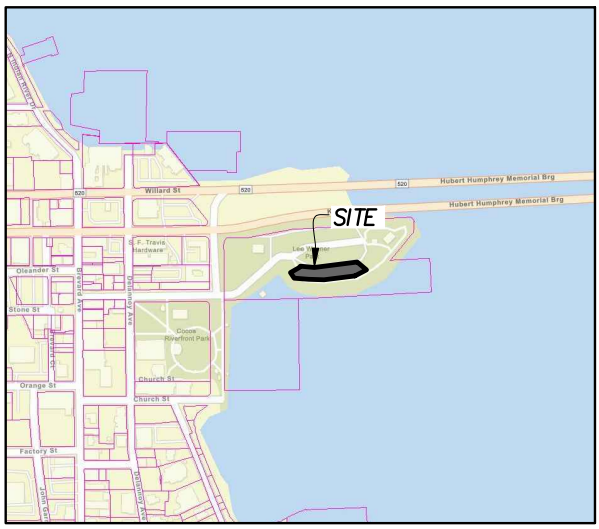
LEGAL DESCRIPTION OF THE TEMPORARY EASEMENT AREA

EXHIBIT "B" LEGAL DESCRIPTION:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8063, PAGE 1885, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 33 & 34, TOWNSHIP 24 SOUTH, RANGE 36 WEST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 520 ALSO KNOWN AS MERRITT ISLAND CAUSEWAY (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 70100-2517) BEING MARKED BY A FOUND IRON ROD; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN S50°44'19"E FOR 297.91 FEET TO THE POINT OF BEGINNING; THENCE N59°42'24"E FOR 55.38 FEET; THENCE N40°25'43"E FOR 10.00 FEET; THENCE S85°06'38"E FOR 77.25 FEET; THENCE N82°32'56"E FOR 237.58 FEET; THENCE S50°00'53"E FOR 67.13 FEET; THENCE S62°33'26"W FOR 72.61 FEET; THENCE S82°32'56"W FOR 170.32 FEET; THENCE N88°11'31"W FOR 84.09 FEET; THENCE N85°41'50"W FOR 80.42 FEET; THENCE N34°25'28"W FOR 36.64 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 26,624 SQUARE FEET (0.611 ACRES) MORE OR LESS.



VICINITY MAP
(NOT TO SCALE)

JOHN BOLAND
License Number
7350
STATE OF
FLORIDA
Professional Surveyor and Mapper

John Boland 04/13/23

JOHN M. BOLAND DATE
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 7350
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET INDEX:

SHEET 1: LEGAL DESCRIPTION
SHEET 2: LEGEND, NOTES
SHEETS 3-5: SKETCH OF DESCRIPTION

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 1 OF 4

SKETCH OF DESCRIPTION OF
PROPOSED EASEMENT ACROSS THE LANDS OF CITY OF COCOA (LEE WENNER PARK)
SECTION 33 & 34, TOWNSHIP 24 SOUTH, RANGE 36 EAST
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PHONE: (800) 581-4031
WWW.SGCSURVEY.COM
LB 7979

SGC

DATE: 04/13/23 SCALE: 1" = 40' DRAWN: SAS CHECK: JMB

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SKETCH NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON, IF ANY ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983.
2. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050 THROUGH 5J17.052, FLORIDA ADMINISTRATIVE CODE.
3. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988(NAVD 88) [GEOID 12B].
4. IMPROVEMENTS SHOWN HEREON ARE THE RESULT OF A FIELD SURVEY CONDUCTED BY SGC ENGINEERING, LLC BETWEEN APRIL 14, 2020 AND OCTOBER 19, 2020.
5. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
6. PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MEMORANDUM TO BEN DESLAURIERS DATED OCTOBER 20, 2020 AN ORDINARY HIGH WATER LINE (OHWL) HAS NOT BEEN DETERMINED AT THIS SITE. AN ELEVATION OF −0.30 FEET, NORTH AMERICAN VERTICAL DATUM 1988, ALONG THE NATURAL SHORELINE IS SUFFICIENT FOR SAFE UPLAND LINE.

LEGEND:

———	SUBJECT EASEMENT
——— — — ———	EXISTING R/W
—— – – —— – – ——	PARCEL LINES
—— —— —— —— ——	TIE LINE
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
SF	SQUARE FEET
AC	ACRES
SEC	SECTION
RNG	RANGE
TWN	TOWNSHIP
●	FOUND IRON ROD

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SECTION 33 & 34, TOWNSHIP 24 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

PREPARED FOR:

FLORIDA POWER & LIGHT COMPANY

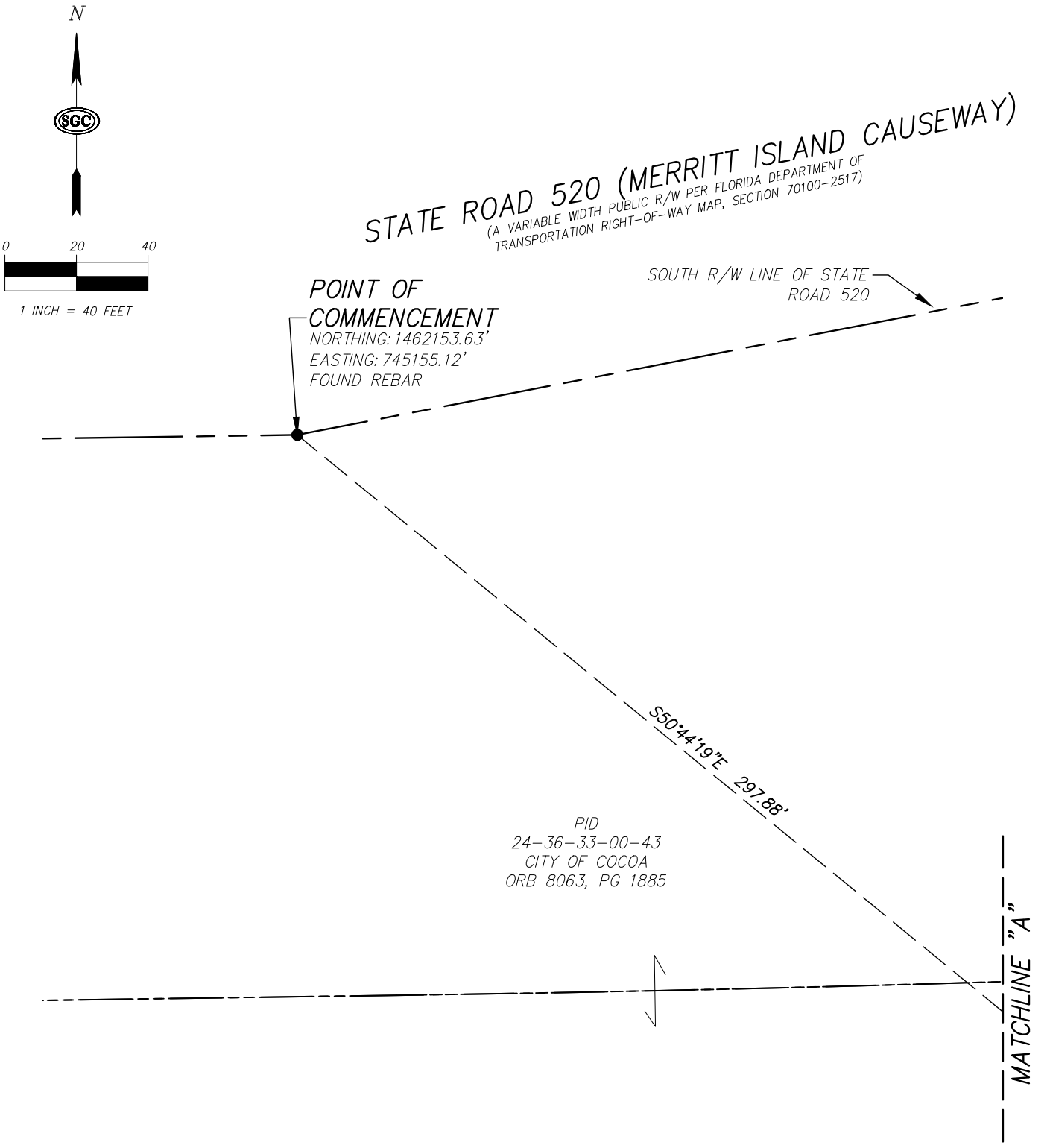
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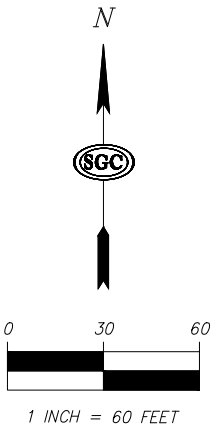
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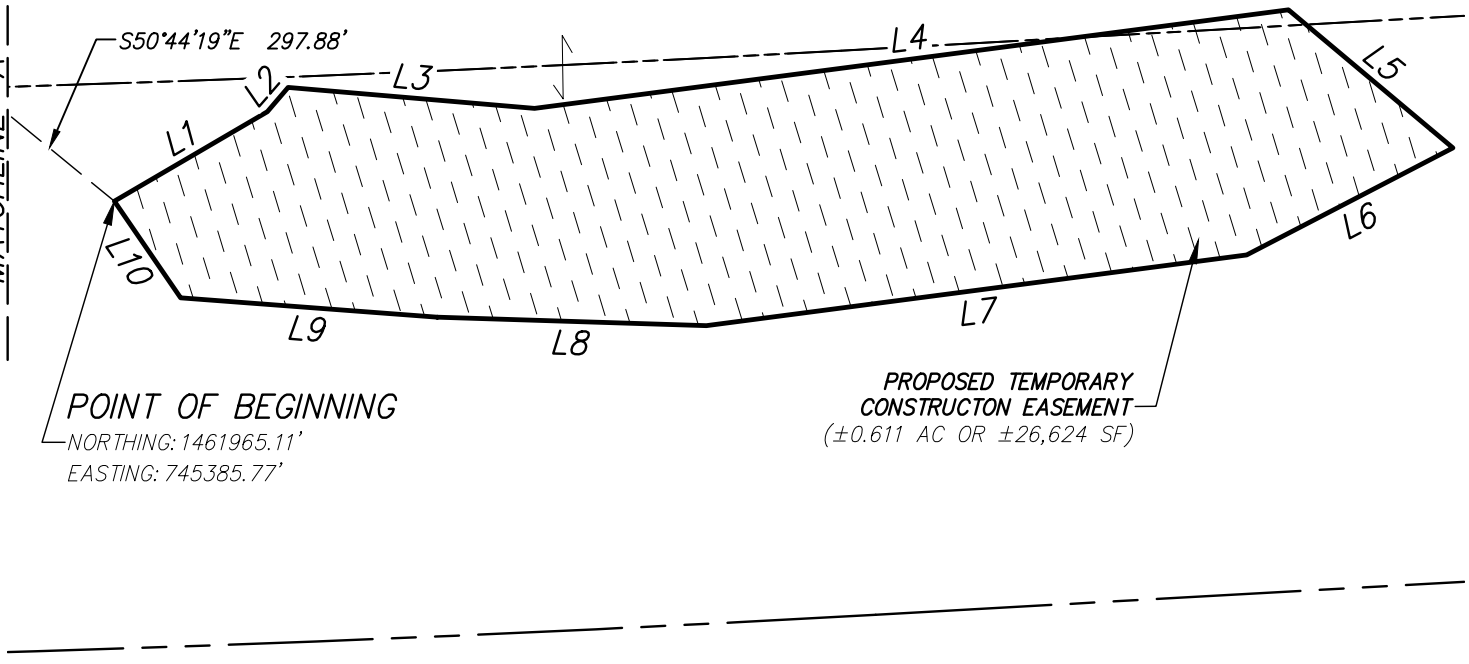
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LINE TABLE		
LINE	BEARING	LENGTH
L1	N59°42'24"E	55.38'
L2	N40°25'43"E	10.00'
L3	S85°06'38"E	77.25'
L4	N82°32'56"E	237.58'
L5	S50°00'53"E	67.13'
L6	S62°33'26"W	72.61'
L7	S82°32'56"W	170.32'
L8	N88°11'31"W	84.09'
L9	N85°41'50"W	80.42'
L10	N34°25'28"W	36.64'

PID
24-36-33-00-43
CITY OF COCOA
ORB 8063, PG 1885



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION OF

PROPOSED EASEMENT ACROSS THE LANDS OF CITY OF COCOA (LEE WENNER PARK)

SECTION 33 & 34, TOWNSHIP 24 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

PREPARED FOR:

FLORIDA POWER & LIGHT COMPANY

SGC ENGINEERING, LLC

SURVEY AND MAPPING

1001 TOWN PLAZA COURT, SUITE 1032
WINTER SPRINGS, FLORIDA 32708
PHONE: (800) 581-4031
WWW.SGCSURVEY.COM
LB 7979

DATE: 04/13/23 SCALE: 1" = 40' DRAWN: SAS CHECK: JMB

PLOTTED: 4/13/2023 1:59:25 PM LOGIN: Steven Stuglik FILE: K:\PROJECTS\1877001-Kimley Horn - FL520 Replacement\DWG\WORKSHEETS\1877001_Plats_esmt_TCE_FPL.dwg

Legislation Details (With Text)

File #:	24-382	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/2/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Consideration of a Land Development Code Text Amendment to Appendix A, Article XI, Section 19 of the Code of Ordinances of the City of Cocoa to add truck parking facilities to the list of permitted uses in the M-2 zoning district and to provide a definition of truck parking facilities. (Planning Consultant)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 07-2024 - Zoning Text Amend M-2 Truck Parking Facilities.pdf PZ-24-02000002 Application Coraluzzo Text Amendment.pdf Legal Ad 07-2024 10242705 Affadavit .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 2, 2024
Agenda Date: July 9, 2024
Prepared By: Patrick Murray - Planning Consultant
Through: Stockton Whitten - City Manager
Requested Action:
Consideration of a Land Development Code Text Amendment to Appendix A, Article XI, Section 19 of the Code of Ordinances of the City of Cocoa to add truck parking facilities to the list of permitted uses in the M-2 zoning district and to provide a definition of truck parking facilities.

BACKGROUND:

The applicant, CSCQ-COCOA, LLC, is requesting a text amendment to Land Development Code Appendix A, Article XI, Section 19 of the Code of Ordinances of the City of Cocoa to add truck parking facilities to the list of permitted uses in the M-2 zoning category. The proposed change includes principal and accessory use facilities for repair, maintenance, washing, and fueling of commercial trucks. Additional site-specific design standards for landscaping, location of maintenance and truck washing bays, standards for maintenances, and maximum refueling bays, are included in the proposed language.

Background:

The applicant held a pre-application meeting with the City to determine if their proposed use would be allowed on a specific property in the M-2 District. Generally, the applicant's use is empty truck trailer parking along with ancillary maintenance, fueling, and the like, for petroleum distribution

throughout the State. Based on the description of the business, it was determined by City staff that an update to the City's Code was required in order for the business to operate in the M-2 zoning district as proposed. Under the current M-2 zoning category of the City of Cocoa's Land Development Code, specific uses such as Truck Parking Facilities and related facilities are not codified, though "storage facilities" for automobiles, mobile homes, commercial vehicles, and general, refrigerated, and recreational vehicles is a permitted use. Automotive repair conducted within an enclosed structure is currently a special exception, and repair bays are not permitted to face the right -of-way.

Request:

The applicant has requested an amendment to the Land Development Code to include "Truck Parking Facilities" as a principal use and structure in the M-2 district. Additionally, a request to define Truck Parking Facilities in the land development code is requested.

The specific definition in the request is to add:

> *"Truck Parking Facilities. A truck parking facility is a facility on a piece of property which is to be used for long term (i.e over five hours) and overnight parking of in particular tractors, trailers, and cars. Exceptions to this are situations where a vehicle is in the process of undergoing maintenance or repair. For the purpose of this definition, a truck includes tractor trailers (either cab or trailer or cab and trailer), or any licensed vehicle (motorized or not) that is designed for transporting freight, goods or materials. Repair, maintenance, wash and fueling facilities for fleet tractors and trailers belonging to the owner or tenant of the property shall be considered as accessory to the Truck Parking Facilities".*

Staff has considered this language and is recommending that it read as follows:

> *TRUCK PARKING FACILITIES. A truck parking facility is a facility to be used for long term (i.e., over five hours) and overnight parking and storage of, in particular, straight trucks, truck tractors, truck trailers, semitrailers, truck tractor-semitrailer and trailer combinations, and truck drivers' personal vehicles. Such facilities may include office spaces, private maintenance and washing facilities, and refueling bays limited to two (2) total pumps that are for private use only and not open to the general public. On-site, light and minor maintenance and cleaning of trucks and trailers shall be permitted, including oil and engine fluid changes, but the following shall be strictly prohibited: major restoration, part salvage, major part replacement, engine repair, transmission repair, body repair, and other heavy and major repairs.*

This provides more specificity to the use, which will assist in implementation of the Code.

I. Staff Analysis

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:

a. The need and justification for the change.

The proposed request establishes specific text for repair, maintenance, washing, and fueling facilities as accessory uses and structures in the M-2 district associated with truck parking and

storage. An amendment to the code is justified and would facilitate such uses without the need for seeking a special exception for repair and fueling uses.

Staff Finding: Amending the land development code to include specific language promotes industrial uses in designated areas. Further, design standards for landscaping and building placement provides consistent uniformity and provide a sense of aesthetics in a zoning category that may consist of heavy industrial uses.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

The proposed amendment is consistent with the City's comprehensive plan and the properties underlying future land use category. Due to the geographic location and proximity to arterial transportation corridors, the proposed change is appropriate to the M-2 category. Additionally, surrounding properties with M-2 categorization include uses with repair, washing, and fueling.

Staff Finding: Since the zoning district will not change, there will be no conflict with the comprehensive plan. As noted in the City's Comprehensive Plan, the Industrial future land use category is intended for activities associated with industrial development and specifically named "truck terminals" as an included use example.

Implementing design standards for the M-2 zoning district is consistent with the Comprehensive Plan Policy 1.1.2.10 (D). The newly added design standards will assist with minimizing the negative impacts on lower intensity land uses and provide standards for landscaping.

Further, Comprehensive Plan Policy 1.1.5.1 echoes the policy noted above and further drives the requirement of intense development such as industrial uses to be designed to minimize the impacts on lower intensity land uses.

Conservation Element Policy 12.1.4.4 provides protection of groundwater in industrial parks. By further specifying the uses types in the M-2 district, truck parking facilities may be required to provide containment and clean-up plans, specific drainage designs, and provide interim storage facilities for hazardous material generated on-site.

Following review of the proposed application and supporting material, staff recommends the proposed text to add Truck Parking Facilities to the City's Land Development Code Appendix A, Article XI, Section 19 (A) (12) and subject to the following conditions.

a. A minimum of a ten-foot landscape buffer shall be provided along all road rights-of-way and shall consist of trees and high profile shrubs, together with suitable ground cover to include native grasses and mulching. Landscaping shall be designed, placed, and maintained in such a manner so as not to impair vehicle visibility at corner intersections or ingress and egress drives. The landscaping requirements shall conform to Article XIII, Section 22, Landscaping Requirements of the Zoning Ordinance of the City.

b. Maintenance and truck washing bays shall not be permitted to face the right-of-way.

c. On-site, light and minor maintenance and cleaning of trucks and trailers shall be permitted, including oil and engine fluid changes, but the following shall be strictly prohibited: major restoration, part salvage, major part replacement, engine repair, transmission repair, body repair, and other heavy and major repairs.

d. Refueling bays shall be limited to two (2) total pumps that are for private use only and shall not be open to the general public.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

June 12, 2024 - Planning & Zoning Board recommended approval

RECOMMENDED MOTION:

Pass on **FIRST READING** the proposed Land Development Code Amendment to Appendix A, Article XI, Section 19 of the Zoning Ordinance of the City of Cocoa to add truck parking facilities to the list of permitted uses in the M-2 zoning district and to provide a definition of truck parking facilities.

ORDINANCE NO. 07-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO ADD TRUCK PARKING FACILITIES TO THE LIST OF PERMITTED USES IN THE M-2 ZONING DISTRICT; PROVIDING A DEFINITION OF TRUCK PARKING FACILITIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa is granted the authority, under Section 2(b), Art. VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Appendix A, Zoning, Article XI, Section 19 of the Code of Ordinances of the City of Cocoa, Florida, sets forth the permitted uses in the M-2, Manufacturing and Industrial District; and

WHEREAS, the City Council desires to amend Appendix A, Article XI, Section 19 of the Zoning Ordinance to add truck parking facilities as a permitted use and define such use to permit office space and limited fueling and truck wash and maintenance facilities; 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 two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting 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 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 Cocoa.

Section 2. **Zoning Text Amendment.** The City of Cocoa Code of Ordinances Appendix A, Article V and Article XI, Section 19, is hereby amended as follows: (underlined type

indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article V and Article XI. It is intended that the text in Appendix A, Article V and Article XI denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

*** * ***

APPENDIX A – ZONING

*** * ***

ARTICLE V. – DEFINITIONS

For the purpose of this ordinance, certain terms or words used herein shall be interpreted as follows:

*** * ***

TRUCK PARKING FACILITIES. A truck parking facility is a facility to be used for long term (i.e., over five hours) and overnight parking and storage of, in particular, straight trucks, truck tractors, truck trailers, semitrailers, truck tractor-semitrailer and trailer combinations, and truck drivers' personal vehicles. Such facilities may include office spaces, private maintenance and washing facilities, and refueling bays limited to two (2) total pumps that are for private use only and not open to the general public. On-site, light and minor maintenance and cleaning of trucks and trailers shall be permitted, including oil and engine fluid changes, but the following shall be strictly prohibited: major restoration, part salvage, major part replacement, engine repair, transmission repair, body repair, and other heavy and major repairs.

*** * ***

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.

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

(1) Industrial uses, industrial processing, and manufacturing.

(2) Commercial greenhouses.

(3) Schools (industrial and vocational in nature).

(4) Storage facilities (excluding salvage yards), including automobiles, mobile homes, commercial vehicles and heavy equipment, building materials, general, refrigerated, and recreational vehicles pursuant to Appendix A, Article XIII, Sec. 5 of the Code of the City of Cocoa.

(5) Research facilities:

a. Where the use does not involve:

1. Creation of excessive noise, fumes, dirt; or

2. Damage or interference with other properties.

b. Where all work is done within an enclosed structure.

(6) Transportation facilities; passenger and/or freight.

(7) Warehousing and distribution.

(8) Mobile home repair facilities.

(9) Contractor's office and storage yard, except scrap materials. Outside storage shall be effectively screened on all sides to avoid any deleterious effect upon adjacent properties and right of ways.

(10) Sales or rental of new and/or used commercial vehicles and heavy equipment, major recreational equipment, and mobile homes as regulated by appendix A, article XIII, section 28 of the Code of the City of Cocoa.

(11) Limited commercial uses, as identified in this section, shall be permitted with the following conditions:

a. Commercial uses shall only be located on property having a minimum of one hundred fifty (150) feet of frontage along Grissom Parkway.

b. Commercial uses shall only be located within four hundred (400) feet of Grissom Parkway, as measured from the right-of-way line. All on-site commercial-related improvements, such as retention, parking, loading/unloading, etcetera, shall be contained within this four hundred (400) foot area. Retention areas may be provided outside of the four hundred (400) foot requirement if the proposed commercial use is part of a master planned industrial park with an associated retention system.

c. Commercial uses shall have no outdoor storage or display.

d. Commercial uses shall be limited to:

1. Retail sales of carpet, tile, pool, furniture, construction products or materials sold directly to the end user (builder, installer, or homeowner).

2. Restaurants located within one (1) principal structure with a minimum three thousand (3,000) linear feet spacing requirement between restaurant uses as measured between the nearest property lines. This distance requirement shall not apply if the proposed restaurant is part of a master planned industrial park and the restaurant is located within four hundred (400) feet of Grissom Parkway.

3. Business service establishments.

4. Veterinary hospitals, clinics, and animal boarding facilities.

5. Indoor shooting ranges, with ancillary retail sales and restaurant subject to the requirements of subsection (A)(12)(d)2. of this section, shall be permitted with the following conditions:

    a. All firing shall take place within a completely enclosed building.

    b. Site plan applications for the development of an indoor shooting range shall include a plan by a Florida registered engineer demonstrating that the building is soundproof and appropriately designed for such use.

(12) Truck parking facilities, subject to the following conditions:

a. A minimum of a ten-foot landscape buffer shall be provided along all road rights-of-way and shall consist of trees and high profile shrubs, together with suitable ground cover to include native grasses and mulching. Landscaping shall be designed, placed, and maintained in such a manner so as not to impair vehicle visibility at corner intersections or ingress and egress drives. The landscaping requirements shall conform to Article XIII, Section 22, Landscaping Requirements of the Zoning Ordinance of the City.

b. Maintenance and truck washing bays shall not be permitted to face the right-of-way.

c. On-site, light and minor maintenance and cleaning of trucks and trailers shall be permitted, including oil and engine fluid changes, but the following shall be strictly prohibited: major restoration, part salvage, major part replacement, engine repair, transmission repair, body repair, and other heavy and major repairs.

d. Refueling bays shall be limited to two (2) total pumps that are for private use only and shall not be open to the general public.

Section 3. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent Ordinances and Resolutions adopted by the City Council, or parts of prior Ordinances and Resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2024.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
MONICA ARSENAULT, City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Effective Date: _____

ZONING ORDINANCE AMENDMENT APPLICATION (TEXT ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Request:** Amend the zoning ordinance to include "Truck Parking Facilities" as a Principal Use and Structure in the M2 District and add "Truck Parking Facilities" as a defined term in Part I, Appendix A, Article V of the zoning ordinance. The definition to be added as an amendment as follows:

   "TRUCK PARKING FACILITIES. A truck parking facility is a facility on a piece of property which is to be used for long term (i.e. over five hours) and overnight parking of in particular Tractors, Trailers and Cars. Exceptions to this are situations where a vehicle is in the process of undergoing maintenance or repair. For the purpose of this definition, a truck includes tractor trailers (either cab or trailer or cab and trailer), or any licensed vehicle (motorized or not) that is designed for transporting freight, goods or materials. Repair, maintenance, wash and fueling facilities for fleet tractors and trailers belonging to the owner or tenant of the property shall be considered as accessory to "Truck Parking Facilities."

2. **Applicable City Code Section(s):** Part II, Appendix A, Article V (Definitions) and Part II, Appendix A, Article XI, Section19 (A)

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

   Company (if applicable): CSCQ-COCOA, LLC

   Name: Michael V. Penza, manager

   Mailing Address: 642 Pilot Road

   City: North Palm Beach, FL 33408 State: FL Zip Code: 33408

   Phone #: _____ Fax #: _____

   Mobile #: 609-868-0222 E-mail: mvpenza@coraluzzo.com

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

   a. [x] **Notarized application.**

   b. [x] **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

   c. [x] **Corporate documents.** If the applicant is representing a company, articles of incorporation which show the applicant 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).

   d. [x] **Additional information.** Submit any information that may be helpful in understanding the request. This may include, but limited to, desired ordinance text, examples, photos, sketches, elevations, and letters.

5. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

6. **Dates and locations of public hearings.** All zoning text ordinance amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

7. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

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

9. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

10. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

11. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

12. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

13. Zoning Text Amendment Petition

I, the undersigned, hereby petition the City of Cocoa Council for a zoning text amendment as specified below:

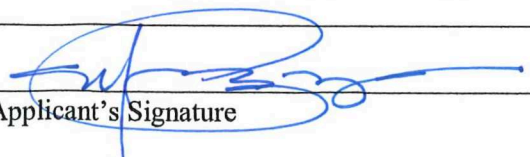
a. In order to approve a zoning text ordinance amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(2) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council.

a. The need and justification for the change.

The amendment is needed to establish and confirm that facilities for repair, maintenance, washing and fueling facilities are necessary accessory uses and structures where the principal use and structure are storage facilities for commercial vehicles and freight transportation facilities, both of which are permitted uses in the M-2 District. This amendment to the code is justified because it is consistent with the principal uses and structures in the M2 District when the repair, maintenance, washing and fueling facilities are solely for the use of fleet vehicles owned by the property owner or tenant and not for retail purposes.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

The proposed change is consistent with the land use plan and would be beneficial to the comprehensive plan. Currently, there are no less than nine (9) properties within 500 feet of the subject property (all being in the M2 District) where the property use is noted in the BCPOA records as being warehousing, distribution and trucking terminal. Several of these facilities, and other properties in the M2 District, also have fueling, repair and/or wash facilities. See enclosed photographs and copies of Real Property Details from BCPOA. As such, the proposed amendment is consistent with the established land use pattern and would not increase or overtax the load on utilities, streets or access or increase traffic congestion.



Applicant's Signature

MAY 7, 2024

Date

Michael V. Penza, as manager of CSCQ-COCOA, LLC

Applicant's Printed Name

14. Signatures and Notarization.

STATE OF Florida COUNTY OF Palm Beach. I, Michael V Penza 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 applicable petition, 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)

NOTARY PUBLIC Expires 2/13/2028 Shelby Callison My Commission HH 455939 STATE OF FLORIDA

Personally Known ☑ OR Produced Identification ☐

Type of I.D. Produced _____

Shelby Callison

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ Palm Beach

Sworn and subscribed to before me this 7th day of May, 20 24

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

Letter of Authorization – Application for Zoning Amendment

I, Michael A. DiChristopher, with a mailing address of 1765 Rochelle Parkway, Merritt Island, Florida, am the sole owner of Brevard County Parcel ID: 24-36-07-00-524, which is a vacant parcel of land located in the M-2 Manufacturing and Industrial District at the of Northwest corner of the intersection of Grissom Pkwy and East Industry Road in the City of Cocoa.

This Letter of Authorization shall serve as written confirmation that I hereby consent to the Application of CSCQ-COCOA, LLC dated May 7, 2024 to Amend the Zoning Ordinance to include "Truck Parking Facilities" as a Principal Use and Structure in the M2 District and add "Truck Parking Facilities" as a defined term in Part I, Appendix A, Article V of the zoning ordinance.

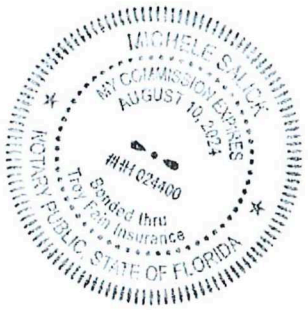
By: _____
Michael A. DiChristopher

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 8th day of May, 2024, by Michael A. DiChristopher.

_____
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: ✓
OR Produced Identification: ____
Type of Identification Produced: _____



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 23, 2023

FLORIDA FILING & SEARCH SERVICES, INC.

,

The Articles of Organization for CSCQ-COCOA, LLC were filed on June 22, 2023, and assigned document number L23000300803. Please refer to this number whenever corresponding with this office.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a $400 late fee will be added. **It is your responsibility to remember to file your annual report in a timely manner.**

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

https://sa.www4.irs.gov/modiein/individual/index.jsp.

Please be aware if the limited liability company address changes, it is the responsibility of the limited liability company to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Karen Lovelace
Regulatory Specialist II
New Filing Section
Division of Corporations

Letter Number: 823A00014216

Account number: FCA000000015

Amount charged: 125.00

COVER LETTER

TO: **New Filing Section**
Division of Corporations

SUBJECT: CSCQ-COCOA, LLC
Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Stephen P. McConnell, Esq.
Name of Person

Reger Rizzo & Darnall LLP
Firm/Company

2929 Arch St, 13th Floor
Address

Philadelphia, PA 19104
City/State and Zip Code

smcconnell@regerlaw.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Stephen P. McConnell at (215) 495 - 6531
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

☐$125.00 Filing Fee ☐$130.00 Filing Fee & Certificate of Status ☐$155.00 Filing Fee & Certified Copy (additional copy is enclosed) ☐$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address
New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
New Filing Section Division
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

FILED
2023 JUN 22 AM 8:19
SECRETARY OF STATE
TALLAHASSEE, FL

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:
The name of the Limited Liability Company is:

CSCQ-COCOA, LLC
(Must contain the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:
The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:	**Mailing Address:**
642 Pilot Road,	1 North White Horse Pike
North Palm Beach, FL 33408	PO Box 597
	Hammonton, NJ 08037-0597

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:
(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Registered Agent Solutions, Inc.
Name

2894 Remington Green Lane, Suite A
Florida street address (P.O. Box **NOT** acceptable)

Tallahassee	Florida	32308
City	State	Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S.

Registered Agent's Signature (REQUIRED)

(CONTINUED)

FILED
2023 JUN 22 AM 8:20
SECRETARY OF STATE
TALLAHASSEE, FL

ARTICLE IV-
The name and address of each person authorized to manage and control the Limited Liability Company:

Title: "AMBR" = Authorized Member "MGR" = Manager	**Name and Address:**
MGR	Michael V. Penza 642 Pilot Road. North Palm Beach, FL 33408
MGR	Robert A. Penza 1691 Brookfield Street. Vineland, NJ 08360

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____. (OPTIONAL)
(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

ARTICLE VI: Other provisions, if any.

_____
_____
_____

REQUIRED SIGNATURE:

_____
Signature of a member or an authorized representative of a member.
This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Michael V. Penza
Typed or printed name of signee

Filing Fees:
$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent
$ 30.00 Certified Copy (Optional)
$ 5.00 Certificate of Status (Optional)

FILED
2023 JUN 22 AM 8:20
SECRETARY OF STATE
TALLAHASSEE, FL

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
CSCQ-COCOA, LLC

Filing Information

Document Number	L23000300803
FEI/EIN Number	93-2086881
Date Filed	06/22/2023
State	FL
Status	ACTIVE

Principal Address

642 PILOT RD
NORTH PALM BEACH, FL 33408

Mailing Address

1 NORTH WHITE HORSE PIKE
PO BOX 597
HAMMONTON, NJ 08034-0597

Annual Reports

Report Year	Filed Date
2024	02/06/2024

Document Images

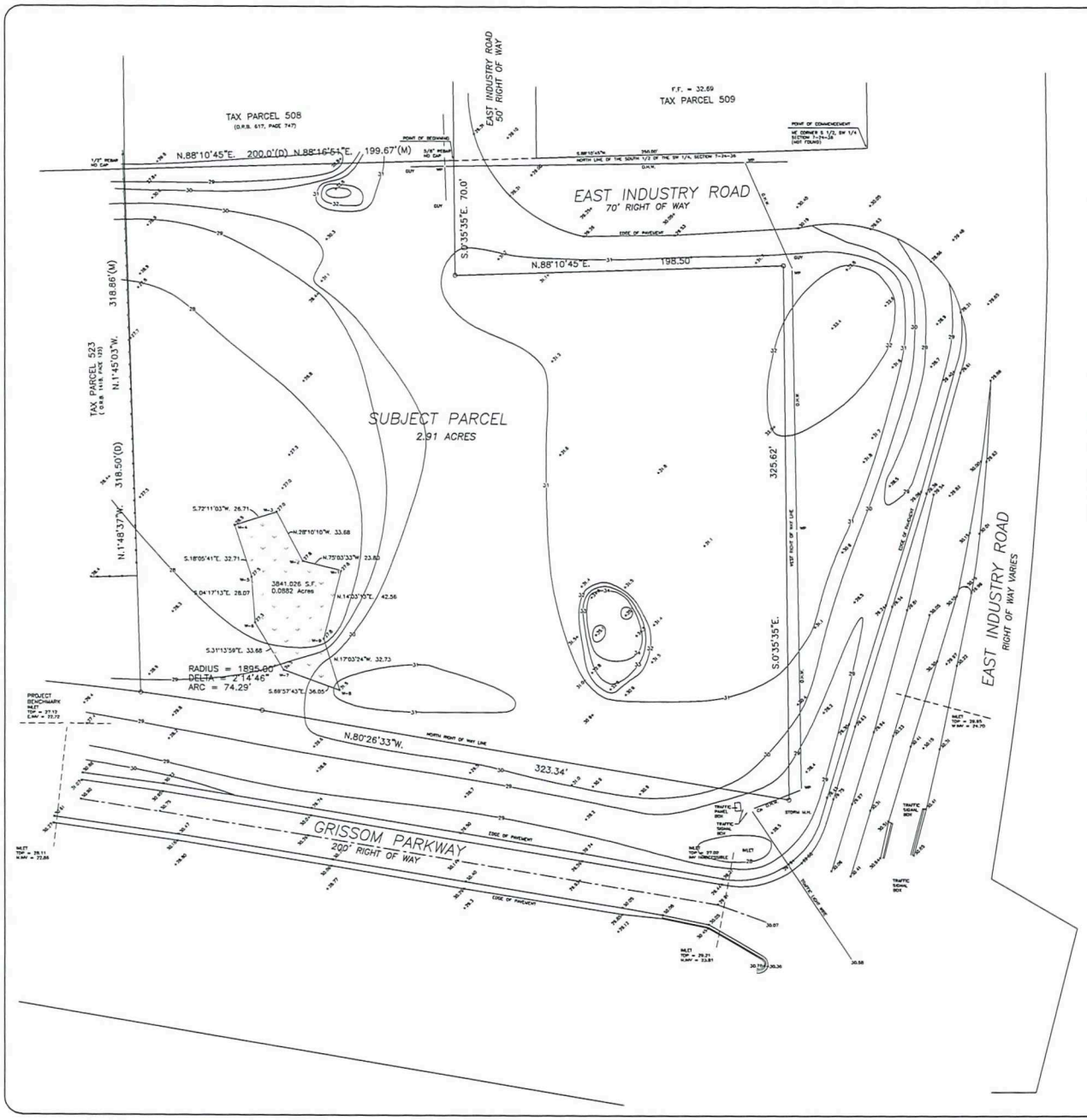
02/06/2024 -- ANNUAL REPORT	View image in PDF format
06/22/2023 -- Florida Limited Liability	View image in PDF format

Legal Description of Applicant Property

A parcel of land lying in the South 1/2 of the SW 1/4 of SEC 7, TWP 24 S., RNG 36 EAST, Brevard County, FL, being more particularly described as follows:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7, THENCE RUN S.88°10'45 W. ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE S. 0°35'35"E. ALONG THE WEST RIGHT-OF-WAY LINE OF EAST INDUSTRY ROAD, A DISTANCE OF 70.00 FEET; THENCE CONTINUE ALONG WEST RIGHT-OF-WAY LINE N. 88°10'45"E., A DISTANCE OF 198.50 FEET; THENCE RUN S. 0°35'35"E., A DISTANCE OF 325.62 FEET TO THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF EAST INDUSTRY ROAD AND THE NORTH RIGHT-OF-WAY LINE OF GRISSOM PARKWAY: THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF EAST INDUSTRY ROAD N. 80°26'33"W. FOLLOWING THE NORTH RIGHT-OF-WAY LINE OF GRISSOM PARKWAY A DISTANCE OF 323.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1895.00 FEET. THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°14'46", A DISTANCE OF 74.29 FEET TO A POINT ON THE CURVE. THENCE DEPARTING FROM SAID CURVE AND THE NORTH RIGHT-OF-WAY LNE OF GRISSOM PARKWAY RUN N.1°48'37" W. ALONG THE EAST LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1418, PAGE 125. A DISTANCE OF 318.50 FEET: THENCE RUN N. 88°10'45" E., ALONG THE SOUTH LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 617, PAGE 747 WHICH IS ALSO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 200.00 FEET, TO THE POINT OF BEGINNING.

SKETCH OF SURVEY



30 15 0 30 60 90

SCALE IN FEET

N

EXPLANATION OF ABBREVIATIONS

PRM	PERMANENT REFERENCE MONUMENT	C&G	CURB AND GUTTER
PCP	PERMANENT CONTROL POINT	EP	EDGE OF PAVEMENT
CM	CONCRETE MONUMENT	WM	WATER METER
POC	POINT OF CURVATURE	POL	POINT ON LINE
PT	POINT OF TANGENCY	MEAS	MEASURED DISTANCE
PRC	POINT OF REVERSE CURVE	P	MEASUREMENT ON PLAT
PCC	POINT OF COMPOUND CURVATURE	FFE	FINISH FLOOR ELEVATION
PI	POINT OF INTERSECTION	FPR	FIXED REFERENCE POINT
RAD	RADIUS	NGVD	NATIONAL GEODETIC VERTICAL DATUM
DEL	DELTA OR CENTRAL ANGLE	BM	BENCH MARK
ARC	LENGTH OF CURVE	BP	BUILDING PERMIT
FD	FOUND	ELEV	ELEVATION
C/L	CENTERLINE	MH	MANHOLE
R/W	RIGHT OF WAY	PB	PLAT BOOK
P/L	PROPERTY LINE	BF	BASE FLOOD ELEVATION
CBS	CONCRETE BLOCK STRUCTURE	LB	LICENSED BUSINESS
FR	FRAME	LS	PROFESSIONAL LAND SURVEYOR
CONC	CONCRETE	FIRM	FEDERAL INSURANCE RATE MAP
A/C	AIR CONDITIONER	P.O.C.	POINT OF COMMENCEMENT
WP	WOOD POWER POLE	P.O.B.	POINT OF BEGINNING
FH	FIRE HYDRANT		

LEGEND:

Set 5/8" iron rebar with cap marked CAMPBELL/LB1464
Found iron rebar, size and cap ø
Set 4"x 4" concrete monument with disk marked: C 5844/PLS2351
■ Found concrete monument, size and identification ø
Set nail and disk marked: C 5844/PLS2351
A Found nail and disk, identification as shown

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARY DESCRIBED AS FOLLOWS,

COMMENCE AT THE NORHTEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7, THENCE RUN S.88°10'45"W. ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE S.0°35'35"E. ALONG THE WEST RIGHT-OF-WAY LINE OF EAST INDUSTRY ROAD, A DISTANCE OF 70.00 FEET; THENCE CONTINUE ALONG WEST RIGHT-OF-WAY LINE N.88°10'45"E. A DISTANCE OF 198.50 FEET; THENCE RUN S.0°35'35"E. A DISTANCE OF 325.62 FEET TO THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF EAST INDUSTRY ROAD AND THE NORTH RIGHT-OF-WAY LINE OF GRISSOM PARKWAY; THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF EAST INDUSTRY ROAD N.80°26'33"W. FOLLOWING THE NORTH RIGHT-OF-WAY LINE OF GRISSOM PARKWAY A DISTANCE OF 323.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1895.00 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°14'46", A DISTANCE OF 74.29 FEET TO A POINT ON THE CURVE. THENCE DEPARTING FROM SAID CURVE AND THE NORTH RIGHT-OF-WAY LINE OF GRISSOM PARKWAY RUN N.1°48'37"W. ALONG THE EAST LINE OF PROPERTY DESCRIPED IN OFFICAL RECORDS BOOK 1418, PAGE 125, A DISTANCE OF 318.50 FEET; THENCE RUN N. 88°10'45"E. ALONG THE SOUTH LINE OF THE PROPERTY DESCRIBED IN OFFICAL RECORDS BOOK 617, PAGE 747 WHICH IS ALSO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 200.00 FEET, TO THE POINT OF BEGINNING.

CONTANING 2.91 ACRES MORE OR LESS

CERTIFIED TO: MICHAEL A. DICHRISTOPHER
LANDMARK TITLE AGENCY, INC.
AMERICAN PIONEER TITLE INSURANCE COMPANY

SURVEYORS NOTES:

1. The Surveyor did not perform a Title Search to determine if there are any easements or rights of way that may affect this site.
2. The bearings shown hereon are Assumed, based on the West right of way line of East Industry Road being N.0°35'35"E., and may not be a True North Azimuth.
3. No underground utilities or improvements were located by this survey.
4. This site lies within F.I.R.M. Zones "X" per Community Panel No. 125092-0270 E, dated 4/3/89.
5. Elevations shown hereon are based on N.G.V. Datum of 1929, relative to the F.F. of Parcel "A", Cidco Park, Elevation = 32.69'.

I hereby certify that the survey shown hereon is true and correct based on actual measurements taken in the field. This survey meets Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61 G 17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

This certificate is not valid unless embossed with the Surveyor's Seal

John R. Campbell
Professional Surveyor No. 2351
State of Florida

NO.	DATE	REVISION
1	2/11/02	RUN BENCH

DRAWN BY: DIALS
CHECKED BY: J.R.C.
DATE: 8/10/01
SCALE: 1"=30'

BOUNDARY SURVEY

IN SECTION 7, TOWNSHIP 24 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

Campbell SURVEYING & MAPPING, INC.
3525 NORTH COURTENAY PARKWAY
MAILING ADDRESS: P.O. BOX 542148
MERRITT ISLAND, FL 32954 PHONE (321) 453-5820

PROJECT NO.
01-670

SHEET 1 OF 1

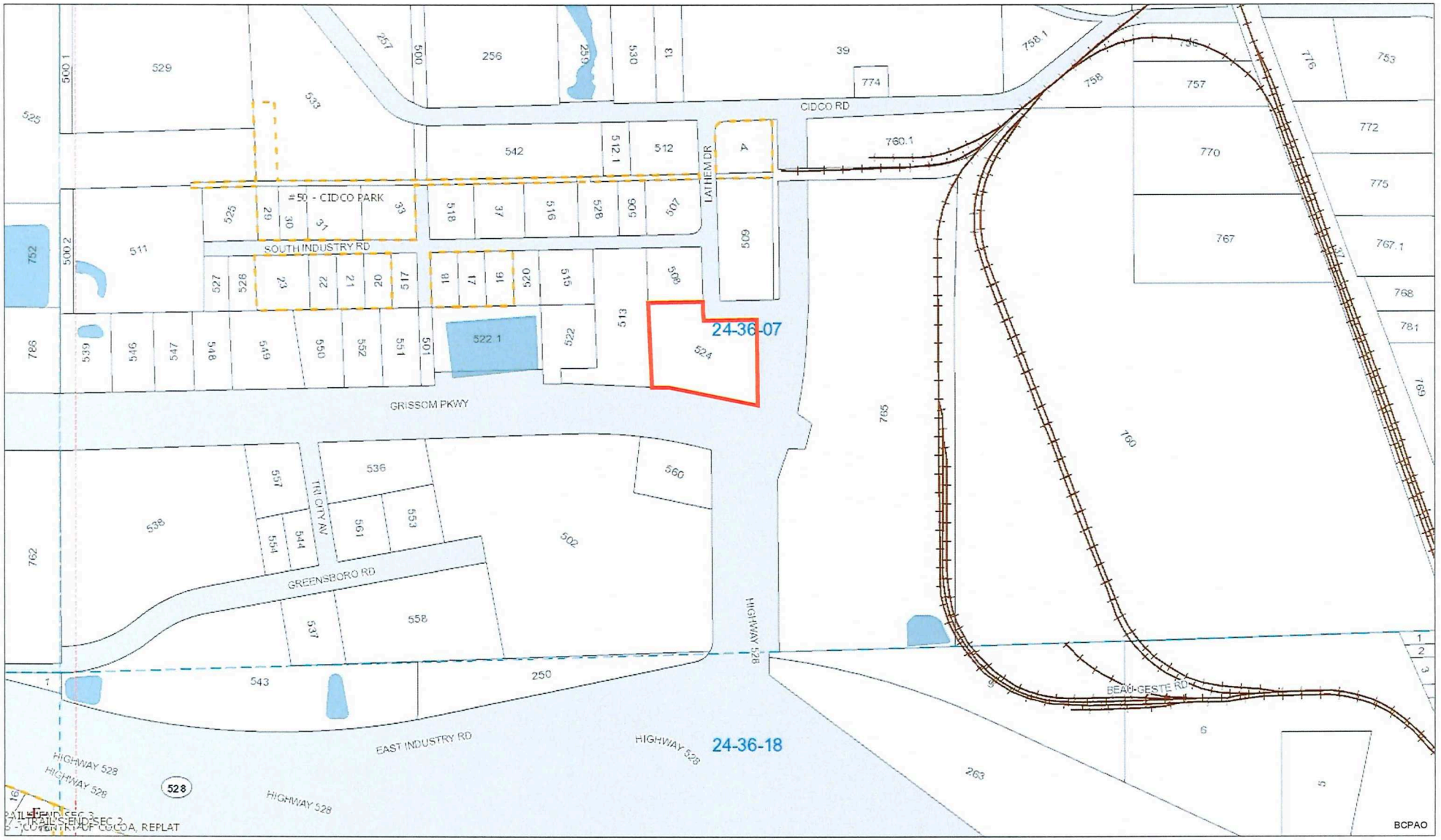
Dana Blickley, CFA
PROPERTY APPRAISER
Brevard County

MAP OF BOUNDARIES OF PARCELS AFFECTED

1:4,000

0 262.5 525 1,050 ft
0 80 160 320 m

N W E S



All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. Only a Florida-licensed surveyor can determine legally-relevant property boundaries, elevation, distance, area, and/or location in Florida.

Map created May 2, 2024 (map data dates may vary)

Affected Property Owners

Pursuant to Code Part II, Appendix A, Article XXI

Owners: EQUIPMENT FABRICATORS INC
Mail Address: 655 CIDCO ROAD COCOA FL 32926
Site Address: 655 CIDCO RD COCOA FL 32926
Parcel ID: 24-36-07-00-542

Owners: LEE, CHARLES R
Mail Address: 2950 S TROPICAL TRL MERRITT ISLAND FL 32952
Site Address: 643 CIDCO RD COCOA FL 32926
Parcel ID: 24-36-07-00-512.1

Owners: LEE, CHARLES R
Mail Address: 2950 S TROPICAL TRL MERRITT ISLAND FL 32952
Site Addresses: 603 CIDCO RD COCOA FL 32926
613 CIDCO RD COCOA FL 32926
Parcel ID: 24-36-07-00-512

Owners: TROPIC COCOA TWO LLC
Mail Address: 10002 NW 89TH AVE MEDLEY FL 33178
Site Address: 670 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-50-*-37

Owners: TROPIC COCOA LLC
Mail Address: 10002 NW 89TH AVE MEDLEY FL 33178
Site Addresses: 658 SOUTH INDUSTRY RD COCOA FL 32926
660 SOUTH INDUSTRY RD COCOA FL 32926
662 SOUTH INDUSTRY RD COCOA FL 32926
664 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-516

Owners: ECG INC
Mail Address: 262 LAKESHORE DR MERRITT ISLAND FL 32953
Site Address: 640 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-528

Owners: EATON, DAVID L; EATON, JILL
Mail Address: 262 LAKE SHORE DR MERRITT ISLAND FL 32953
Site Address: 620 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-506

Owners: SOUTHEAST HOLDING OF CFL LLC
Mail Address: 498 MAIN COCOA FL 32922
Site Address: 518 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-507

Owners: PROFUMO, PETER L TRUSTEE
Mail Address: 7 INDIAN RIVER AVE APT 1205 TITUSVILLE FL 32796
Site Addresses: 3405 LATHEM DR COCOA FL 32926
3415 LATHEM DR COCOA FL 32926
Parcel ID: 24-36-07-00-509

Owners: PROFUMO, PETER L TRUSTEE
Mail Address: 7 INDIAN RIVER AVE APT 1205 TITUSVILLE FL 32796
Site Addresses: 3400 EAST INDUSTRY RD COCOA FL 32926
515 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-508

Owners: RINKER MATERIALS CORP
Mail Address: ATTN: TAX DEPARTMENT 1501 BELVEDERE ROAD W PALM BCH FL 33406
Site Addresses: 3345 EAST INDUSTRY RD COCOA FL 32926
3355 EAST INDUSTRY RD COCOA FL 32926
3365 EAST INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-765

Owners: GIMZEK, G JERRY
Mail Address: 4910 SHADE TREE ST COCOA FL 32926
Site Address: 675 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-50-*-16

Owners: CT BROTHERS HOLDINGS LLC
Mail Address: 19968 INDEPENDENCE BLVD GROVELAND FL 34736
Site Address: 665 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-520

Owners: SOUTHWARD PARTNERS LLC
Mail Address: 505 WILSON RD ANNAPOLIS MD 21401
Site Address: 555 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-515

Owners: NEIGHBOR LLC
Mail Address: 505 WILSON RD ANNAPOLIS MD 21401
Site Address: 529 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-513

Owners: SOUTHWARD PARTNERS LLC
Mail Address: 505 WILSON RD ANNAPOLIS MD 21401
Site Address: NONE
Parcel ID: 24-36-07-00-522

Owners: BREVARD COUNTY
Mail Address: 345 WENNER WAY C/O ASSET MANAGEMENT COCOA FL 32926
Site Address: NONE
Parcel ID: 24-36-07-00-522.1

Owners: GRISSOM PARK LLC
Mail Address: 6545 CAY CIR BELLE ISLE FL 32809
Site Address: NONE
Parcel ID: 24-36-07-00-502

Owners: GRISSOM PARK LLC
Mail Address: 6545 CAY CIR BELLE ISLE FL 32809
Site Address: NONE
Parcel ID: 24-36-07-00-560

Owners: V GROUP LLC
Mail Address: 581 CIDCO RD COCOA FL 32926
Site Address: 581 CIDCO RD COCOA FL 32926
Parcel ID: 24-36-07-50-A

SIMILAR ACCESORY USES AND STRUCTURES IN M2 DISTRICT

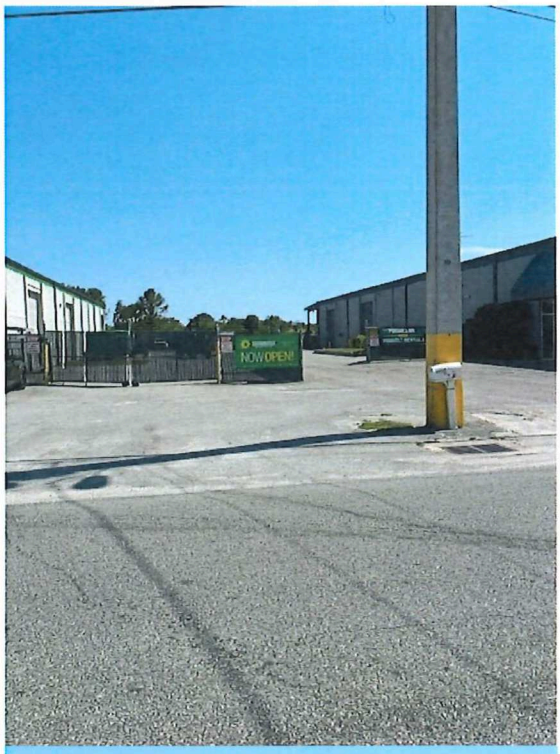
1. Beyel Brothers Inc – Cocoa, 550 Cidco Rd, Cocoa, FL 32926

Fuel tanks, washing facilities, and maintenance garage

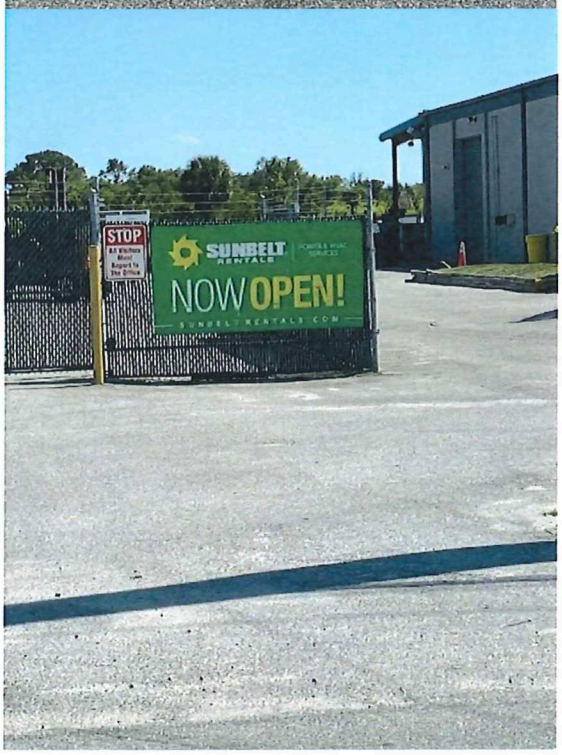


2. <u>Sunbelt Rentals Power & HVAC, 555 S. Industry Rd, Cocoa, FL 32926</u>

Fuel tank and maintenance facility

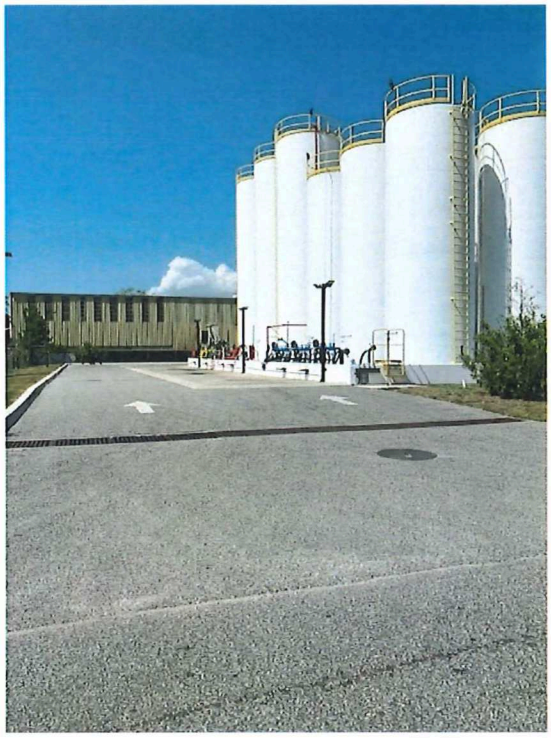


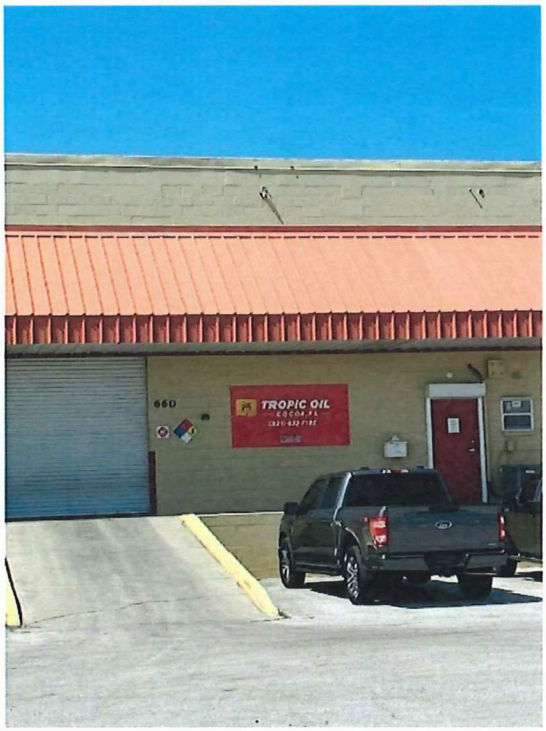


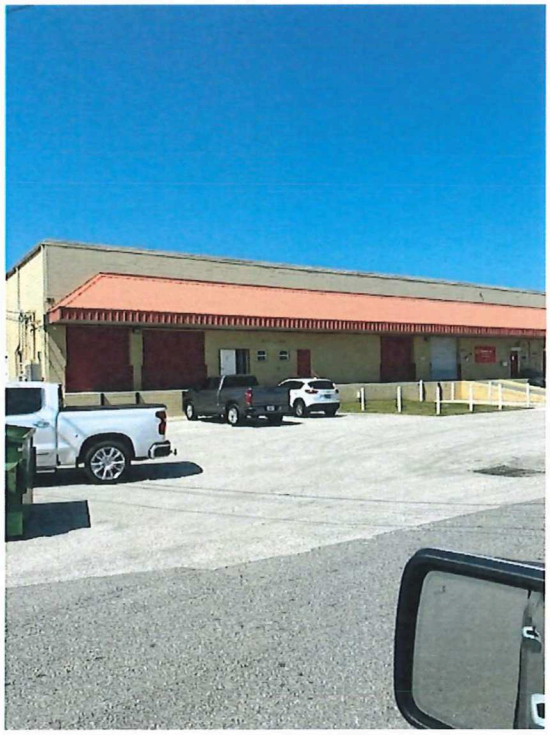


3. <u>Tropic Oil Company, 660 S. Industry Rd, Cocoa, FL 32926</u>

Maintenance facility and numerous lube oil tanks

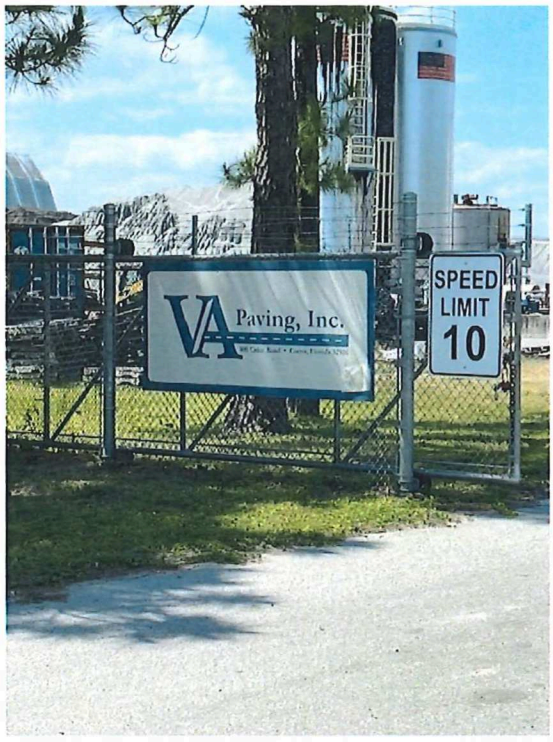


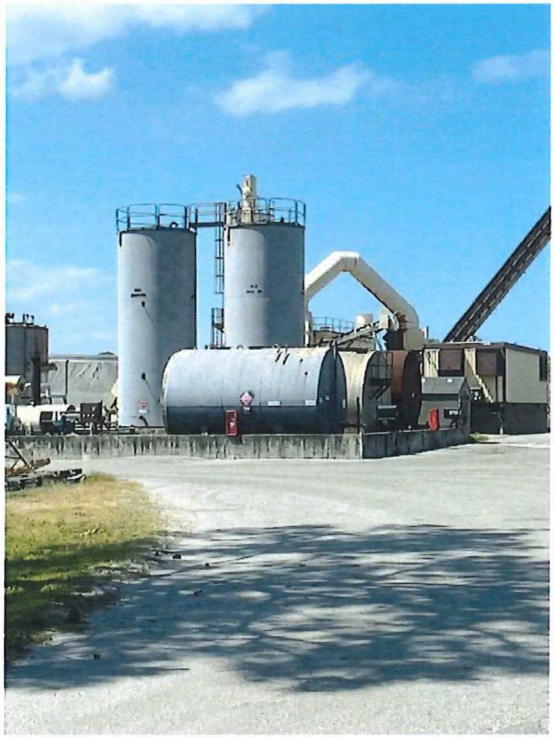




4. <u>V.A. Paving, Inc., 800 Cidco Rd, Cocoa, FL 32926</u>

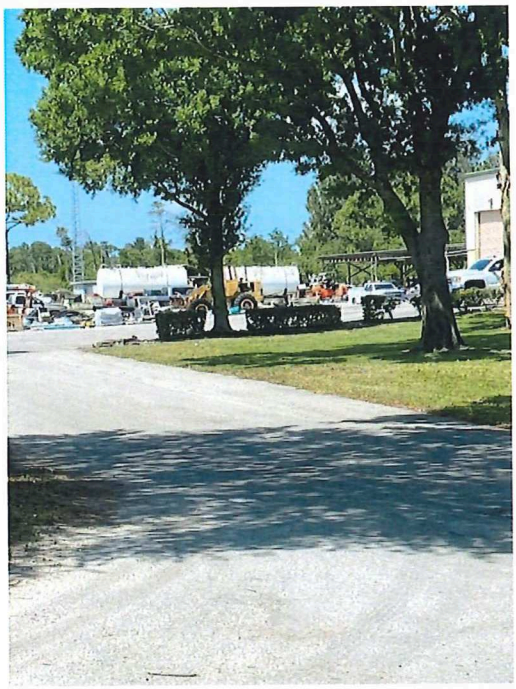
Fuel tanks



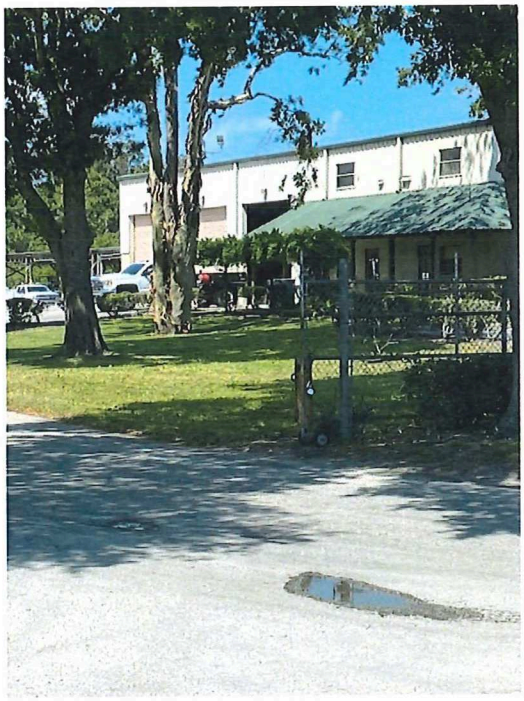


5. <u>Goodson Paving, 630 Cidco Rd, Cocoa, FL 32926</u>

Maintenance and fuel tanks







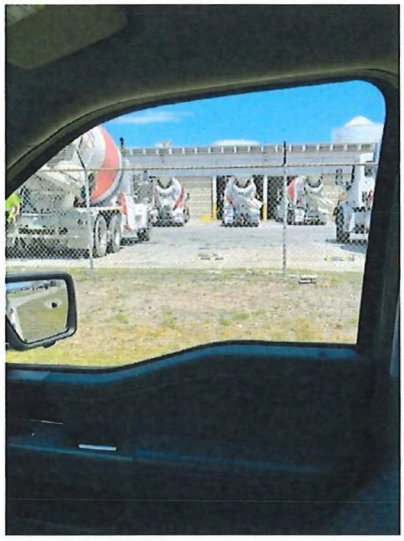
6. <u>Brewer Paving & Development, 3190 Grissom Pkwy, Cocoa, FL 32926</u>

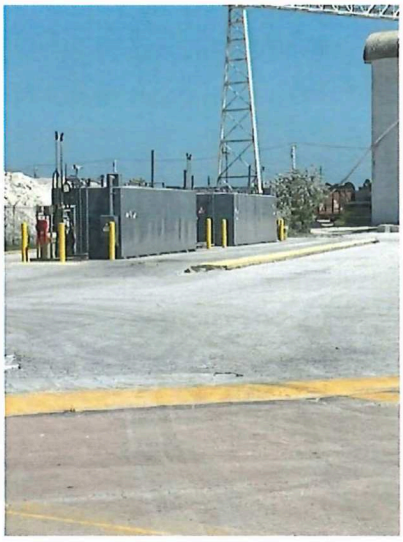
Fuel tanks and maintenance facility



7. <u>CEMEX – Cocoa, 3345 Industry Rd, Cocoa, FL 32926</u>

Maintenance garages, fuel tanks, fleet trucks, fueling and repair facilities













REAL PROPERTY DETAILS

Account 2411013 - Roll Year 2023

Owners	DI CHRISTOPHER, MICHAEL A
Mailing Address	1765 ROCHELLE PKWY MERRITT ISLAND FL 32952
Site Address	NONE
Parcel ID	24-36-07-00-524
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4000 - VACANT INDUSTRIAL LAND
Total Acres	2.89
Site Code	0350 - GRISSOM PKWY
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF S 1/2 OF SW 1/4 AS DESC IN ORB 1428 PG 229 EXC 2986 PG 1109, 3374 PG 3090 & RD R/W



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$207,720	$207,720	$188,830
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$207,720	$207,710	$188,830
Assessed Value School	$207,720	$207,720	$188,830
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$207,720	$207,710	$188,830
Taxable Value School	$207,720	$207,720	$188,830

SALES / TRANSFERS

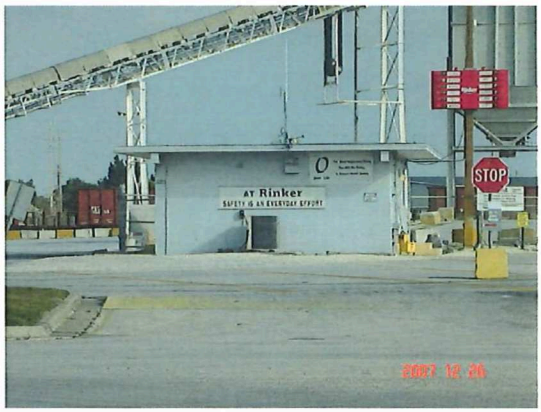
Date	Price	Type	Instrument
09/07/2001	--	QC	4421/1849
09/06/2001	$125,000	WD	4418/3119
08/27/2001	--	QC	4418/3117
02/28/1974	$22,200	--	1428/0229

No Data Found

Subject / Applicant Property

REAL PROPERTY DETAILS
Account 2411047 - Roll Year 2023

Owners	RINKER MATERIALS CORP
Mailing Address	ATTN: TAX DEPARTMENT 1501 BELVEDERE ROAD W PALM BCH FL 33406
Site Address	3345 EAST INDUSTRY RD COCOA FL 32926 3355 EAST INDUSTRY RD COCOA FL 32926 3365 EAST INDUSTRY RD COCOA FL 32926
Parcel ID	24-36-07-00-765
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4710 - CONCRETE / ASPHALT PLANT
Total Acres	24.09
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	W 1/2 OF SW 1/4 OF SE 1/4 EXC RD R/W ALSO INCL PART OF SW1/4 OF SE 1/4 OF NW1/4 AS DESC IN ORB 5392 PG 6724 PAR 783



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$1,622,590	$1,617,810	$1,522,540
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$1,622,590	$1,617,810	$1,522,540
Assessed Value School	$1,622,590	$1,617,810	$1,522,540
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$1,622,590	$1,617,810	$1,522,540
Taxable Value School	$1,622,590	$1,617,810	$1,522,540

SALES / TRANSFERS

Date	Price	Type	Instrument
12/01/1978	$157,500	--	1977/0524
01/01/1973	$550,000	PT	1308/1020

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 1700 - OFFICE BUILDING - SINGLE TENANT - 1 STORY

Materials	
Exterior Wall:	PAINTED EXTERIOR
Frame:	REINFRCONC
Roof:	BU-TG/MMBRN
Roof Structure:	PRE-STRS. CONC.

Details	
Year Built	1986
Story Height	8
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas	
Base Area (1st)	660
Total Base Area	660
Total Sub Area	660

Extra Features	
Light Poles	1
Fence - Chain Link 6'	3,000
Paving - Concrete	380,220
Railroad Spur	3,827
Paving - Asphalt	15,581

PROPERTY DATA CARD #2

Building Use: 1700 - OFFICE BUILDING - SINGLE TENANT - 1 STORY

Materials	
Exterior Wall:	PAINTED EXTERIOR
Frame:	REINFRCONC
Roof:	BU-TG/MMBRN
Roof Structure:	PRE-STRS. CONC.

Details	
Year Built	1986
Story Height	12
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	2,958	Outbuilding	232
Open Porch	484		
Total Base Area	2,958		
Total Sub Area	3,442		

PROPERTY DATA CARD #3

Building Use: 1700 - OFFICE BUILDING - SINGLE TENANT - 1 STORY

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1986
Frame:	REINFRCONC	Story Height	10
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	PRE-STRS. CONC.	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	1,890	No Data Found
Open Porch	790	
Total Base Area	1,890	
Total Sub Area	2,680	

PROPERTY DATA CARD #4

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1986
Frame:	REINFRCONC	Story Height	18
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	PRE-STRS. CONC.	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	6,000	No Data Found
Utility Room	248	
Total Base Area	6,000	
Total Sub Area	6,248	

PROPERTY DATA CARD #5

Building Use: 2710 - GARAGE / AUTO-BODY / AUTO PAINT SHOP

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1986
Frame:	REINFRCONC	Story Height	22
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	PRE-STRS. CONC.	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	8,608	Carport	2,376
Utility Room	1,400		
Total Base Area	8,608		
Total Sub Area	10,008		

PROPERTY DATA CARD #6

Building Use: 4100 - LIGHT MANUFACTURING (SMALL EQUIPMENT MFG PLANT, SMALL MACHINE SHOP, INSTRUMENT

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1986
Frame:	REINFRCONC	Story Height	23
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	PRE-STRS. CONC.	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	10,615	Canopy	1,400
Utility Room	492		
Total Base Area	10,615		
Total Sub Area	11,107		

PROPERTY DATA CARD #7

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	SHEET METAL	Year Built	1986
Frame:	METALFRAME	Story Height	10
Roof:	SHEET METAL	Floors	2
Roof Structure:	STEEL TRUSS RIGID	Residential Units	1

Commercial Units	0

Sub-Areas	
Base Area (1st)	700
Base Area (2nd)	700
Utility Room	700
Total Base Area	1,400
Total Sub Area	2,100

Extra Features
No Data Found

Details

Commercial Units	0

Sub-Areas

Base Area (1st)	2,871
Total Base Area	2,871
Total Sub Area	2,871

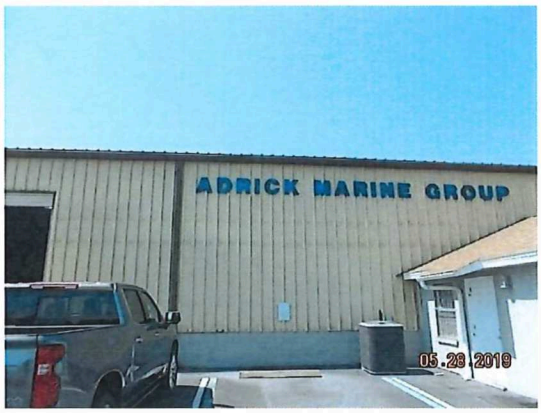
Extra Features

No Data Found

REAL PROPERTY DETAILS

Account 2411206 - Roll Year 2023

Owners	V GROUP LLC
Mailing Address	581 CIDCO RD COCOA FL 32926
Site Address	581 CIDCO RD COCOA FL 32926
Parcel ID	24-36-07-50-A
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	0.96
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0022/0051
Subdivision	CIDCO PARK
Land Description	CIDCO PARK PAR A



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$460,140	$442,110	$386,500
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$460,140	$425,150	$386,500
Assessed Value School	$460,140	$442,110	$386,500
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$460,140	$425,150	$386,500
Taxable Value School	$460,140	$442,110	$386,500

SALES / TRANSFERS

Date	Price	Type	Instrument
11/01/2004	$475,000	WD	5382/5486
11/30/1995	$250,000	WD	3525/1832
11/30/1995	--	WD	3525/1831
04/13/1989	--	QC	2988/4723
02/13/1989	--	QC	2988/4725
06/14/1988	--	QC	2919/0459

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	ENAMEL STEEL	Year Built	1976
Frame:	METALFRAME	Story Height	16
Roof:	SHEET METAL	Floors	1
Roof Structure:	STEEL TRUSS RIGID	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	10,200	Paving - Asphalt	18,000
Total Base Area	10,200	Load Ramp	144
Total Sub Area	10,200	Railroad Spur	200
		Fence - Chain Link 6'	380
		Loading Dock	630
		Fence - Barb Wire	380

PROPERTY DATA CARD #2

Building Use: 1700 - OFFICE BUILDING - SINGLE TENANT - 1 STORY

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1987
Frame:	MASNRYCONC	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	WOOD TRUSS	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	552	No Data Found
Total Base Area	552	
Total Sub Area	552	

REAL PROPERTY DETAILS

Account 2411000 - Roll Year 2023

Owners	LEE, CHARLES R
Mailing Address	2950 S TROPICAL TRL MERRITT ISLAND FL 32952
Site Address	603 CIDCO RD COCOA FL 32926 613 CIDCO RD COCOA FL 32926
Parcel ID	24-36-07-00-512
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	1.13
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF THE NE 1/4 OF SW 1/4 LYING SOUTH OF CIDCO RD & WEST OF EAST INDUSTRY RD AS DESC IN ORB 3631 PG 1474 EXC ORB 1246 PG 744 PAR 514



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$919,900	$871,710	$768,860
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$919,900	$845,740	$768,860
Assessed Value School	$919,900	$871,710	$768,860
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$919,900	$845,740	$768,860
Taxable Value School	$919,900	$871,710	$768,860

SALES / TRANSFERS

Date	Price	Type	Instrument
11/26/2018	--	QC	8317/1884
04/17/2006	$900,000	WD	5635/0001
12/01/1996	$395,000	PT	3631/1474
10/01/1978	$18,500	--	1951/0482
05/01/1976	$150,000	--	1621/0997

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	ENAMEL STEEL , STUCCO	Year Built	1979
Frame:	METALFRAME , MASNRYCONC	Story Height	20
Roof:	SHEET METAL	Floors	2
Roof Structure:	STEEL TRUSS RIGID	Residential Units	2
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	17,800	Screen Enclosure	120
Base Area (2nd)	1,000	Covered Patio	540
Total Base Area	18,800	Paving - Asphalt	10,424
Total Sub Area	18,800	Load Ramp	442
		Auto Dock Leveler - Edge Of Dock	1
		Covered Patio	110

PROPERTY DATA CARD #2

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1965
Frame:	MASNRYCONC	Story Height	17
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	BAR JOIST RIGID	Residential Units	1

Details	
Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	9,600	Covered Patio	440
Total Base Area	9,600	Auto Dock Leveler - Edge Of Dock	1
Total Sub Area	9,600	Load Ramp	416

REAL PROPERTY DETAILS

Account 2411005 - Roll Year 2023

Owners	TROPIC COCOA LLC
Mailing Address	10002 NW 89TH AVE MEDLEY FL 33178
Site Address	658 SOUTH INDUSTRY RD COCOA FL 32926 660 SOUTH INDUSTRY RD COCOA FL 32926 662 SOUTH INDUSTRY RD COCOA FL 32926 664 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID	24-36-07-00-516
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	0.92
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF NE 1/4 OF SW 1/4 AS DES IN ORB 698 PG 721



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$647,350	$611,940	$529,030
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$640,120	$581,930	$529,030
Assessed Value School	$647,350	$611,940	$529,030
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$640,120	$581,930	$529,030
Taxable Value School	$647,350	$611,940	$529,030

SALES / TRANSFERS

Date	Price	Type	Instrument
08/10/2017	$1,500,000	WD	7960/1134
08/25/1989	$358,000	WD	3015/1285
11/13/1981	$300,000	WD	2337/1256
10/01/1973	$170,000	--	1388/0414

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1965
Frame:	MASNRYCONC	Story Height	20
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	BAR JOIST RIGID	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	20,160	Loading Dock	1,120
Total Base Area	20,160	Covered Patio	192
Total Sub Area	20,160	Paving - Asphalt	19,915
		Load Ramp	200

REAL PROPERTY DETAILS

Account 2411018 - Roll Year 2023

Owners	ECG INC
Mailing Address	262 LAKESHORE DR MERRITT ISLAND FL 32953
Site Address	640 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID	24-36-07-00-528
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	0.69
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF NE 1/4 OF SW 1/4 AS DESC IN ORB 5222 PG 3451 & ORB 5222 PG 3453



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$177,540	$169,820	$148,180
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$177,540	$162,990	$148,180
Assessed Value School	$177,540	$169,820	$148,180
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$177,540	$162,990	$148,180
Taxable Value School	$177,540	$169,820	$148,180

SALES / TRANSFERS

Date	Price	Type	Instrument
02/25/2004	$180,000	WD	5222/3451
02/25/2004	--	WD	5222/3453
02/23/2004	--	WD	5222/3447
02/23/2003	$50,000	WD	5222/3449
11/22/2002	--	WD	4745/2011
11/01/2001	$93,000	WD	4453/3886
02/01/1995	$7,000	08	3454/2046
04/01/1994	$4,000	QC	3390/1973
06/01/1978	$26,900	--	1899/0956

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1963
Frame:	MASNRYCONC	Story Height	14
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	PRE-STRS. CONC.	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	4,598	Fence - Chain Link 6'	352
Open Porch	498	Paving - Asphalt	6,500
Total Base Area	4,598		
Total Sub Area	5,096		

REAL PROPERTY DETAILS

Account 2410995 - Roll Year 2023

Owners	EATON, DAVID L; EATON, JILL
Mailing Address	262 LAKE SHORE DR MERRITT ISLAND FL 32953
Site Address	620 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID	24-36-07-00-506
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	0.46
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF N 1/2 OF SW 1/4 AS DESC IN ORB 548 PG 337 EXC "PARCEL I" DESC IN ORB 5222 PG 3451



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$201,500	$194,860	$169,820
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$201,500	$186,800	$169,820
Assessed Value School	$201,500	$194,860	$169,820
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$201,500	$186,800	$169,820
Taxable Value School	$201,500	$194,860	$169,820

SALES / TRANSFERS

Date	Price	Type	Instrument
06/15/2016	$194,000	WD	7640/0984
02/23/2004	--	WD	5222/3447
02/23/2003	$50,000	WD	5222/3449
11/22/2002	$93,000	WD	4453/3886
11/22/2002	--	WD	4745/2011
04/30/1993	$165,000	WD	3279/2049
07/01/1992	$155,500	QC	3215/3499
12/29/1986	$171,000	WD	2761/2047
04/01/1979	$85,000	--	2033/0599
04/01/1974	$50,000	--	1434/0725

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 1700 - OFFICE BUILDING - SINGLE TENANT - 1 STORY

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1963
Frame:	MASNRYCONC	Story Height	8
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	PRE-STRS. CONC.	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	960	Fence - Chain Link 6'	430
Open Porch	125	Paving - Asphalt	13,741
Total Base Area	960		
Total Sub Area	1,085		

PROPERTY DATA CARD #2

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1963
Frame:	MASNRYCONC	Story Height	16

Materials		Details	
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	PRE-STRS. CONC.	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	672	Carport	480
Total Base Area	672		
Total Sub Area	672		

PROPERTY DATA CARD #3

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	ENAMEL STEEL	Year Built	2004
Frame:	METALFRAME	Story Height	16
Roof:	ENAMEL METAL	Floors	1
Roof Structure:	STEEL TRUSS RIGID	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	2,400	No Data Found
Total Base Area	2,400	
Total Sub Area	2,400	

REAL PROPERTY DETAILS

Account 2410997 - Roll Year 2023

Owners	PROFUMO, PETER L TRUSTEE
Mailing Address	7 INDIAN RIVER AVE APT 1205 TITUSVILLE FL 32796
Site Address	3400 EAST INDUSTRY RD COCOA FL 32926 515 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID	24-36-07-00-508
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	0.92
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF N 1/2 OF SW 1/4 AS DES IN ORB 617 PG 747



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$246,910	$227,530	$192,560
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$232,990	$211,810	$192,560
Assessed Value School	$246,910	$227,530	$192,560
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$232,990	$211,810	$192,560
Taxable Value School	$246,910	$227,530	$192,560

SALES / TRANSFERS

Date	Price	Type	Instrument
03/01/1991	--	PT	3119/1252
11/01/1988	$1,300,000	WD	2957/1262
12/17/1985	--	WD	2659/2217
08/18/1981	--	QC	2322/1905

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials	
Exterior Wall:	PAINTED EXTERIOR
Frame:	MASNRYCONC
Roof:	BU-TG/MMBRN
Roof Structure:	BAR JOIST RIGID

Details	
Year Built	1963
Story Height	18
Floors	1
Residential Units	4
Commercial Units	0

Sub-Areas	
Base Area (1st)	10,000
Open Porch	120
Total Base Area	10,000
Total Sub Area	10,120

Extra Features	
Fence - Chain Link 6'	74
Paving - Asphalt	24,000

REAL PROPERTY DETAILS

Account 2410998 - Roll Year 2023

Owners	PROFUMO, PETER L TRUSTEE
Mailing Address	7 INDIAN RIVER AVE APT 1205 TITUSVILLE FL 32796
Site Address	3405 LATHEM DR COCOA FL 32926 3415 LATHEM DR COCOA FL 32926
Parcel ID	24-36-07-00-509
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	2.20
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF N 1/2 OF SW 1/4 AS DES IN ORB 617 PG 746 & PT OF S 1/2 OF NW 1/4 OF SE 1/4 AS DES IN ORB 2429 PG 493



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$909,860	$827,100	$730,520
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$883,920	$803,570	$730,520
Assessed Value School	$909,860	$827,100	$730,520
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$883,920	$803,570	$730,520
Taxable Value School	$909,860	$827,100	$730,520

SALES / TRANSFERS

Date	Price	Type	Instrument
03/01/1991	--	PT	3119/1252
11/01/1988	$1,300,000	WD	2957/1262
12/23/1985	--	QC	2659/2215
04/07/1983	--	QC	2429/0493

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1964
Frame:	MASNRYCONC	Story Height	30
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	BAR JOIST RIGID	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	19,200	Paving - Asphalt	51,200
Utility Room	48	Loading Dock	3,200
Total Base Area	19,200	Dock Roof - Metal	3,020
Total Sub Area	19,248		

PROPERTY DATA CARD #2

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1964
Frame:	MASNRYCONC	Story Height	30
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	BAR JOIST RIGID	Residential Units	1
		Commercial Units	0

Sub-Areas	
Base Area (1st)	19,200
Total Base Area	19,200
Total Sub Area	19,200

Extra Features	
Loading Dock	2,900
Dock Roof - Metal	1,720

REAL PROPERTY DETAILS

Account 2410996 - Roll Year 2023

Owners	SOUTHEAST HOLDING OF CFL LLC
Mailing Address	498 MAIN COCOA FL 32922
Site Address	518 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID	24-36-07-00-507
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	0.92
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	BREVARD INDUSTRIAL PARK UNREC PART OF N 1/2 OF SW 1/4 AS DES IN ORB 585 PG 697 KNOWN AS LOTS 13 & 14



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$377,060	$359,820	$312,160
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$377,060	$343,370	$312,160
Assessed Value School	$377,060	$359,820	$312,160
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$377,060	$343,370	$312,160
Taxable Value School	$377,060	$359,820	$312,160

SALES / TRANSFERS

Date	Price	Type	Instrument
07/06/2015	$259,000	WD	7405/1284
03/21/2014	--	CT	7090/0874
08/09/2004	$300,000	WD	5347/3932
03/01/1996	--	QC	3553/2403
08/27/1987	$135,000	WD	2835/0554
06/01/1976	$74,500	--	1634/0345

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	ENAMEL STEEL	Year Built	1963
Frame:	METALFRAME	Story Height	16
Roof:	ENAMEL METAL	Floors	1
Roof Structure:	STEEL TRUSS RIGID	Residential Units	1
		Commercial Units	1

Sub-Areas		Extra Features	
Base Area (1st)	7,500	Insulation - Wall Batts OR Roll	5,072
Open Porch	80	Fence - Electronic Gate	1
Total Base Area	7,500	Insulation - Ceiling Batts OR Roll	7,500
Total Sub Area	7,580	Fence - Chain Link 6'	767
		Paving - Asphalt	13,578
		Fence - Barb Wire	767

PROPERTY DATA CARD #2

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	SHEET METAL	Year Built	1982
Frame:	METALFRAME	Story Height	12
Roof:	SHEET METAL	Floors	1
Roof Structure:	WOOD TRUSS	Residential Units	1

REAL PROPERTY DETAILS

Account 2411004 - Roll Year 2023

Owners	SOUTHWARD PARTNERS LLC
Mailing Address	505 WILSON RD ANNAPOLIS MD 21401
Site Address	555 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID	24-36-07-00-515
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	0.92
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF N 1/2 OF SW 1/4 AS DES IN ORB 717 PG 648 KNOWN AS LOTS 7,8 OF UNREC BREVARD INDUSTRIAL PARK



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$619,280	$584,830	$512,380
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$619,280	$563,610	$512,380
Assessed Value School	$619,280	$584,830	$512,380
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$619,280	$563,610	$512,380
Taxable Value School	$619,280	$584,830	$512,380

SALES / TRANSFERS

Date	Price	Type	Instrument
12/22/2005	--	QC	5590/0883
12/31/2002	$440,000	WD	4787/3179
05/01/1996	--	QC	4787/3176
09/01/1993	$75,000	PT	3333/0841
03/01/1993	$150,000	PT	3305/3889
01/01/1974	$120,000	PT	1411/0033

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1965
Frame:	MASNRYCONC	Story Height	18
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	BAR JOIST RIGID	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	19,040	Fence - Chain Link 6'	212
Open Porch	60	Covered Patio	2,688
Total Base Area	19,040	Paving - Asphalt	17,000
Total Sub Area	19,100		

REAL PROPERTY DETAILS

Account 2411002 - Roll Year 2023

Owners	NEIGHBOR LLC
Mailing Address	505 WILSON RD ANNAPOLIS MD 21401
Site Address	529 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID	24-36-07-00-513
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4100 - LIGHT MANUFACTURING (SMALL EQUIPMENT MFG PLANT, SM
Total Acres	2.53
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF E 1/2 OF SW 1/4 AS DESC IN ORB 3374 PGS 3088 & 3090 PAR 523



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$725,300	$653,650	$552,790
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$668,860	$608,060	$552,790
Assessed Value School	$725,300	$653,650	$552,790
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$668,860	$608,060	$552,790
Taxable Value School	$725,300	$653,650	$552,790

SALES / TRANSFERS

Date	Price	Type	Instrument
12/31/2007	$565,000	WD	5837/7049
09/07/2001	--	QC	4421/1849
03/01/1994	$220,000	PT	3374/3088
03/01/1993	$150,000	PT	3305/3889
08/01/1966	$77,000	--	0893/0907

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4100 - LIGHT MANUFACTURING (SMALL EQUIPMENT MFG PLANT, SMALL MACHINE SHOP, INSTRUMENT

Materials	
Exterior Wall:	PAINTED EXTERIOR
Frame:	MASNRYCONC
Roof:	ROLL COMPOSITION
Roof Structure:	BAR JOIST RIGID

Details	
Year Built	1964
Story Height	18
Floors	2
Residential Units	1
Commercial Units	0

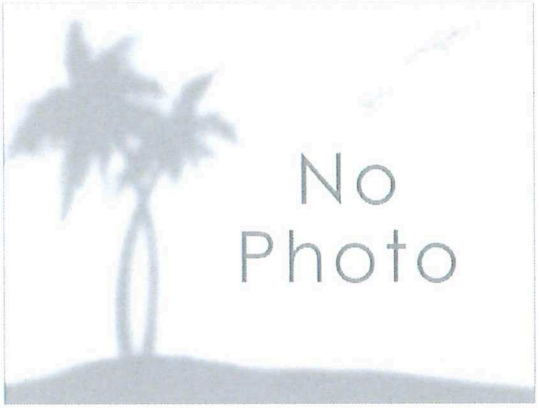
Sub-Areas	
Base Area (1st)	18,870
Base Area (2nd)	1,512
Utility Room	1,562
Total Base Area	20,382
Total Sub Area	21,944

Extra Features	
Fence - Chain Link 6'	260
Outbuilding	260
Paving - Asphalt	20,170
Covered Patio	1,264

REAL PROPERTY DETAILS

Account 2411011 - Roll Year 2023

Owners	BREVARD COUNTY
Mailing Address	345 WENNER WAY C/O ASSET MANAGEMENT COCOA FL 32926
Site Address	NONE
Parcel ID	24-36-07-00-522.1
Taxing District	15D0 - COCOA
Exemptions	EXCO - COUNTY OWNED PROPERTY
Property Use	8020 - COUNTY OWNED LAND - VACANT
Total Acres	2.27
Site Code	0350 - GRISSOM PKWY
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PT OF S 1/2 OF SW 1/4 AS DESC IN ORB 2986 PG 2344



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$10	$10	$10
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$10	$10	$10
Assessed Value School	$10	$10	$10
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$10	$10	$10
Taxable Value Non-School	$0	$0	$0
Taxable Value School	$0	$0	$0

SALES / TRANSFERS

Date	Price	Type	Instrument
03/17/1989	--	WD	2986/2344

No Data Found

REAL PROPERTY DETAILS

Account 2411010 - Roll Year 2023

Owners	SOUTHWARD PARTNERS LLC
Mailing Address	505 WILSON RD ANNAPOLIS MD 21401
Site Address	NONE
Parcel ID	24-36-07-00-522
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4900 - OPEN STOR, NEW & USED BLDG SUPP, JUNK YARDS, AUT
Total Acres	1.21
Site Code	0350 - GRISSOM PKWY
Plat Book/Page	0000/0000
Subdivision	--
Land Description	W 600 FT OF E 1250 FT OF N 247.5 FT OF SE 1/4 OF SW 1/4 AS DESC IN ORB 1231 PG 622 & 2986 PG 1109 EXC 2986 PG 2344



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$170,130	$170,650	$164,980
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$170,130	$170,650	$164,980
Assessed Value School	$170,130	$170,650	$164,980
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$170,130	$170,650	$164,980
Taxable Value School	$170,130	$170,650	$164,980

SALES / TRANSFERS

Date	Price	Type	Instrument
12/22/2005	--	QC	5590/0883
12/31/2002	$440,000	WD	4787/3179
05/01/1996	--	QC	4787/3176
09/01/1993	$75,000	PT	3333/0841
03/01/1993	$150,000	PT	3305/3889
10/01/1976	$300,000	--	1674/0190
01/01/1974	$120,000	PT	1411/0033

No Data Found

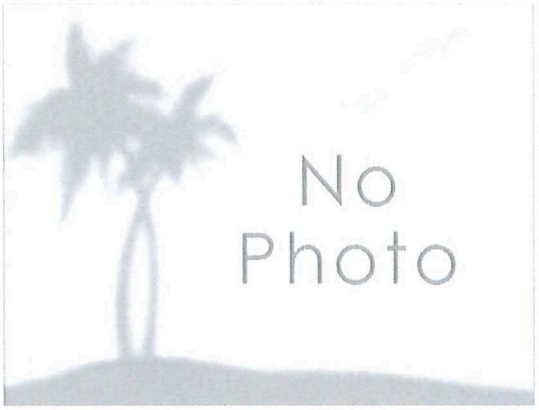
ADDITIONAL EXTRA FEATURES

Description	Units
Paving - Asphalt	26,551
Fence - Chain Link 6'	410

REAL PROPERTY DETAILS

Account 2411001 - Roll Year 2023

Owners	LEE, CHARLES R
Mailing Address	2950 S TROPICAL TRL MERRITT ISLAND FL 32952
Site Address	643 CIDCO RD COCOA FL 32926
Parcel ID	24-36-07-00-512.1
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4000 - VACANT INDUSTRIAL LAND
Total Acres	0.47
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PT OF NE 1/4 OF SW 1/4 AS DES IN ORB 1246 PG 744



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$47,590	$47,590	$43,260
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$47,590	$47,580	$43,260
Assessed Value School	$47,590	$47,590	$43,260
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$47,590	$47,580	$43,260
Taxable Value School	$47,590	$47,590	$43,260

SALES / TRANSFERS

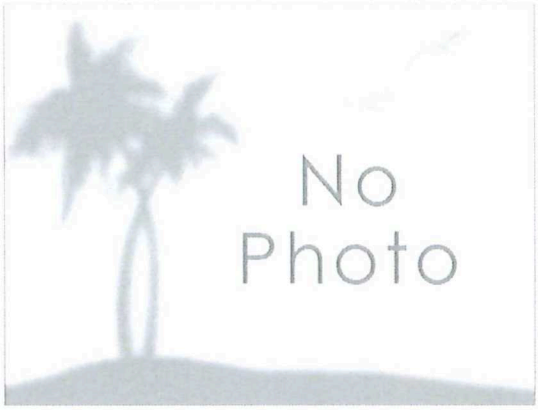
Date	Price	Type	Instrument
11/26/2018	--	QC	8317/1884
04/17/2006	$900,000	WD	5635/0001
12/01/1996	$395,000	PT	3631/1474
11/01/1980	$16,000	--	2266/1471
06/01/1980	$15,000	--	2238/1767
05/01/1972	$3,500	--	1246/0744

No Data Found

REAL PROPERTY DETAILS

Account 2442070 - Roll Year 2023

Owners	EQUIPMENT FABRICATORS INC
Mailing Address	655 CIDCO ROAD COCOA FL 32926
Site Address	655 CIDCO RD COCOA FL 32926
Parcel ID	24-36-07-00-542
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4200 - HVY IND (HVY EQUIP MFG, LG MACH SHOPS, FOUNDRIES,
Total Acres	2.98
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF NE 1/4 OF SW 1/4 AS DESC IN ORB 3218 PG 1510



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$718,000	$676,550	$600,050
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$718,000	$660,050	$600,050
Assessed Value School	$718,000	$676,550	$600,050
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$718,000	$660,050	$600,050
Taxable Value School	$718,000	$676,550	$600,050

SALES / TRANSFERS

Date	Price	Type	Instrument
09/18/2001	$560,000	WD	4425/2395
06/01/1992	$288,200	QC	3218/1510

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4200 - HVY IND (HVY EQUIP MFG, LG MACH SHOPS, FOUNDRIES, STEEL FAB PLANTS, AUTO/ACFT

Materials	
Exterior Wall:	ENAMEL STEEL , NO EXT.COVER
Frame:	STRUCSTEEL , NO FRAME
Roof:	ENAMEL METAL
Roof Structure:	STEEL TRUSS RIGID , WOOD TRUSS

Details	
Year Built	1978
Story Height	24
Floors	2
Residential Units	1
Commercial Units	0

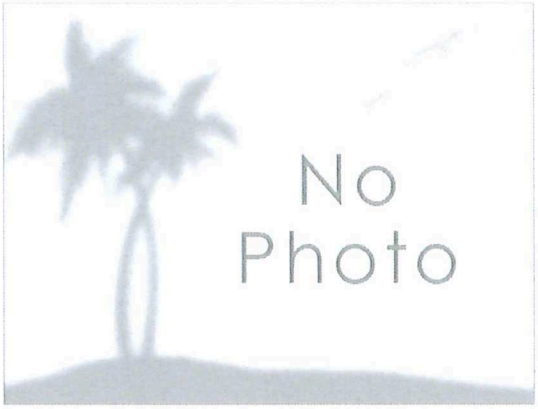
Sub-Areas	
Base Area (1st)	25,251
Base Area (2nd)	576
Open Porch	4,171
Utility Room	720
Total Base Area	25,827
Total Sub Area	30,718

Extra Features	
Insulation - Ceiling Batts OR Roll	10,725
Covered Patio	648
Outbuilding	552

REAL PROPERTY DETAILS

Account 2410992 - Roll Year 2023

Owners	GRISSOM PARK LLC
Mailing Address	6545 CAY CIR BELLE ISLE FL 32809
Site Address	NONE
Parcel ID	24-36-07-00-502
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4000 - VACANT INDUSTRIAL LAND
Total Acres	15.43
Site Code	0350 - GRISSOM PKWY
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF S 1/2 OF SW 1/4 AS DESC IN ORB 3438 PG 3235 EXC ORB 4672 PG 1979, 5834 PG 5316 PARS 532, 534 & 540



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$269,970	$269,970	$242,850
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$173,660	$157,880	$143,530
Assessed Value School	$269,970	$269,970	$242,850
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$173,660	$157,880	$143,530
Taxable Value School	$269,970	$269,970	$242,850

SALES / TRANSFERS

Date	Price	Type	Instrument
01/04/2006	$675,000	WD	5589/3032
11/30/1994	$209,100	WD	3438/3235
02/27/1984	$180,000	WD	2493/2131
12/01/1974	$92,100	--	1494/0605

No Data Found

REAL PROPERTY DETAILS

Account 2461526 - Roll Year 2023

Owners	GRISSOM PARK LLC
Mailing Address	6545 CAY CIR BELLE ISLE FL 32809
Site Address	NONE
Parcel ID	24-36-07-00-560
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4000 - VACANT INDUSTRIAL LAND
Total Acres	1.38
Site Code	0350 - GRISSOM PKWY
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF S 1/2 OF SW 1/4 AS DESC IN ORB 5834 PG 5316



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$72,770	$72,770	$66,160
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$72,770	$72,770	$66,160
Assessed Value School	$72,770	$72,770	$66,160
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$72,770	$72,770	$66,160
Taxable Value School	$72,770	$72,770	$66,160

SALES / TRANSFERS

Date	Price	Type	Instrument
04/21/2021	--	QC	9097/2086
12/18/2007	--	QC	5834/5316

No Data Found

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AFFIDAVIT OF PUBLICATION

Lucilene Ribeiro
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

06/05/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/05/2024

Nicole Jacobs
Legal Clerk

Keegan Moran
Notary, State of WI, County of Brown

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CITY OF COCOA
NOTICE OF PUBLIC HEARING
ZONING TEXT AMENDMENT

NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

Ordinance 07-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE V and ARTICLE XI, SECTION 19 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ADD TRUCK PARKING FACILITIES TO THE LIST OF PERMITTED USES IN THE M-2 ZONING DISTRICT; PROVIDING A DEFINITION OF TRUCK PARKING FACILITIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON

June 12, 2024

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON

July 9, 2024

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org.

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

FT-39576563

Legislation Details (With Text)

File #:	24-384	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/2/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the July 23, 2024 City Council Meeting. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	301 S Cocoa Blvd Location.pdf 301 S Cocoa Blvd FLU.pdf 301 S Cocoa Blvd Zoning.pdf Exhibit D Relevant Excerpt Comp Plan Data and Analysis 2010 (1) Exhibit E - City of Cocoa Entry Signs.pdf Exhibit F - Relevant Excerpt Cocoa Redeveopment Agency Minutes 5-2002 (1).pdf 24-0200001 Application ZMA 301 S Cocoa Blvd.pdf FLU MAP FROM 2010 EAR.pdf P&Z Legal Ad Feb 7_final.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 2, 2024
Agenda Date: July 9, 2024
Prepared By: Stephen Noto, AICP - Planning Consultant
Through: Stockton Whitten - City Manager
Requested Action:
Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the July 23, 2024 City Council Meeting.

BACKGROUND:

The applicant, Ms. Mary D. Solik, Esq., on behalf of the property owner, Biscaya Holdings, LLC., is requesting to amend the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial. The eleven parcel ID numbers that encompass the Subject Property, as part of the Laphams Subdivision as recorded in 1912, are as follows:

• 24-36-33-31-A-5 • 24-36-33-31-C-1 • 24-36-33-31-D-11 • 24-36-33-31-D-12 • 24-36-33-31-D-13 • 24-36-33-31-C-2 • 24-36-33-31-*-R.1 • 24-36-33-31-*-R.2 • 24-36-33-31-*-R.3 • 24-36-33-31-*-R.4 • 24-36-33-31-*-R.5

The reason for the requested change is the applicant has identified that the existing zoning district of C-P is not an applicable zoning district with the current Future Land Use (FLU) designation of MU, Mixed Use, per Figure FLU-1 of the Future Land Use Element. The applicant is planning to redevelop the property in the future but is pursuing this step prior to the formal site plan submittal. While not made part of this submittal package, based on recent discussions with the application, the desire is to develop a “retail automotive gasoline/fuel sales as an accessory use to convenience store”, which would be a special exception use subject to certain conditions in the C-N if the rezoning were approved. However, the applicant has not identified an intended use of the property in the rezoning application. A more detailed analysis of the zoning and FLU applicability issue will be provided later in this staff report.

The subject property has had the current FLU Designation of MU, Mixed Use, since 2010. The City adopted EAR Based Amendments via Ordinance 11-2010, which included the creation of the MU Policies and Map M-I-7: Future Land Use Map. That map, which is attached to this report as a reference, shows the subject property having MU FLU.

In 2022, ModWash, LLC, applied for a Zoning Map Amendment (ZMA) and Comprehensive Plan Map Amendment (CPA) for the subject property. The CPA was to amend the future land use designation from MU, to COMM, Commercial. The ZMA request to rezone the subject property was from C-P, to C-G, General Commercial. The purpose of the requests was in order to construct a 4,320 sq. ft. self-serve carwash with amenities.
F
or a variety of factors, staff at that time recommended denial of both requests, and the project did not move forward past the May 4, 2022 Planning & Zoning Board Meeting. Some of the facts of that case are similar in this scenario, and may also be touched upon in this staff report.

Future Land Use Designation: Current: MU, Mixed Use

Zoning District: Current: C-P, Commercial Parkway

Proposed: C-N, Neighborhood Commercial

Existing Land Use: Commercial Related Amenities, Vacant Commercial Land

Council District: District 1 - Councilmember Goins

Legal Ad Date: January 23, 2024

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses

North	MU, Mixed Use	PUD, Planned Unit Development; C-N, Neighborhood Commercial	Used Automobile Sales
South	COMM, Commercial	RU-1-7, Single-Family Residential District	Garage/Auto-Body/Auto Paint Shop
East	MU, Mixed Use; COMM, Commercial	RU-2-15, Multiple Family Dwelling	Commercial Related Amenities/Dealership Sales/Service Center/Vacant Commercial Land/Parking Lot Commercial
West	MU, Mixed Use	RU-1-7, Single-Family Residential District	FEC Railroad/Recreation Hall/Vacant Commercial Land/State Owned Land-Vacant

I. Rezoning Analysis

The Planning & Zoning Division staff have addressed the criteria contained in Appendix A of the City of Cocoa, Article XXI, Section 1(G) as follows:

a. *The proposed change is contrary to the established land use pattern.*

Staff Finding: The City's FLU Map provides for a Mixed-Use (MU) FLU Corridor on the south side of SR520/King St. that extends from S. Fiske Blvd. east to Cocoa Village/Riveredge Blvd. This area falls within parts of both the Diamond Square CRA and the Cocoa CRA. As shown on the Cocoa CRA map, the MU FLU extends north at the intersection of SR520/King St. and US 1. There are a number of zoning and FLU applicability conflicts within this corridor, as many parcels have C-G and C-P zoning, which are not applicable with the MU FLU, as noted in Figure FLU-1 in the Future Land Use Element of the Comprehensive Plan.

As a result of these consistency and applicability issues, the City is embarking on a Visioning Study to best determine how to manage and direct the needed zoning changes along the corridor, while also meeting the intent of the MU FLU designation, which is copied for convenience below:

> "Per Policy 1.1.2.6: Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses

within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.

A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.
B. The land development regulations implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.
C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.
D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.
E. Mixed use buildings within a single development will be highly encouraged in this category.
F. For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.
G. If residential housing units are developed as part of a vertical mixed-use project a bonus of up to 5 units per acre may be achieved.
H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized."

As part of the Visioning Study, it is possible that different performance standards may be implemented within the corridor to protect neighboring uses from more intense commercial uses, such as enhanced landscape or setback standards, architectural standards, or lot design standards. Given the vision of the MU FLU designation, it is clear that a different type of development environment is desired in the area that incorporates Transit Oriented Design principles, unified architectural and streetscape themes, and encourages vertical mixed-use development, which may also impact the allowed zoning districts in the MU FLU designation and the permitted and special exception uses within those applicable zoning districts.

The City recently released RFP # P-24-04 COC, Professional Services for New Community Redevelopment Plan Update. This RFP was issued by the Cocoa Community Redevelopment Agency (CRA), the Diamond Square Community Redevelopment Agency, and the City, in order to review and update both the CRA Plan for the Cocoa CRA and the Diamond Square CRA. Of note from this update is that not only is the subject property located within the Cocoa CRA, but it is also directly adjacent to the Diamond Square CRA. Additionally, one of the Visioning and Revitalization Efforts required of the RFP includes both CRA Districts with a "particular focus on the SR 520 and US 1 corridors".

In the Data and Analysis of the City's Comprehensive Plan from 2010, as prepared by Land Design Innovations, a number statements were made, which were subsequently adopted by the City, related to mixed use development, the need for high quality redevelopment, and the City's vital corridors. The following excerpts from said document are provided for context when considering the intent of the MU FLU designation and the surrounding land use patterns of the subject property:

1. The intent of the category is to *encourage the development of compact mixed-use centers and avoid a strip commercial development pattern*. This category is not intended to require a mix of uses for each site, but rather to achieve an area-wide mix of uses.

Staff Note: The intent of the MU designation may not be fully realized through the existing land use pattern, given that the zoning districts that are currently compatible with it, per the Comprehensive Plan, allows for use types that generally are part of strip commercial development. This is one of several reasons why the City is taking on additional Visioning reviews, and why this specific request and application is not timely.

2. The Mixed-Use land use is applicable to areas generally along SR 520 (King Street) and US 1. The FLUM shows 120 acres of Mixed-Use. The City anticipates that by 2020, the mix of uses in the Mixed-Use land use category will be about 50% nonresidential and 50% residential.

3. Weaknesses identified in 2004 Analysis of Economic Development Environment in the City by the University of Florida:
    a. Too many greyfields, brownfield areas and distressed commercial corridors in the City. The U.S. 1 corridor has many vacant strip malls, which are considered unsightly and a deterrent for businesses.
    b. Need for continued and stricter aesthetics and design standards for the corridors. The buildings on the commercial corridors lack quality architecture design and landscaping and streetscape features.
    c. Lack of quality affordable housing and diversity of housing choices for middle and | upper income home buyers.
    d. Negative self-image and lack of an articulated and shared community vision of the City.

Staff Note: As seen in 3b, 3c, and 3d, above, there remains a need for the City to incorporate aesthetic and design standards for its vital corridors. While the City has taken significant efforts to assist with this effort, such as the gateway corridor signage that was installed at the intersection of SR 520 and US1, more work is required for the City to realize its ultimate goals and objectives. Without this work, the proposed rezoning would not be consistent with the established land use pattern as envisioned by the City's Comprehensive Plan.

4. SR 524, US 1, SR 501, and SR 520 are the major commercial corridors of the City. They consist primarily of auto-oriented strip shopping centers that lack adequate pedestrian and bicycle access. The developments along these corridors also lack quality architectural design and adequate landscaping and are generally poorly maintained.
5. The City adopted a Vision Plan in June 1996 to guide the future development of the City. The plan included the analysis of the physical, social and economic conditions of the City. The plan identified two primary challenges facing the City - improving the general image of the City and diversification and strengthening of the City's economic base. The Vision Plan included economic, land use, urban design, infrastructure and governmental and administrative strategies for future development, including a conceptual long range master land use plan and an action plan to implement the vision.
6. Both the 1996 vision plan and the 2006 workshop identified similar issues including lack of identity, economic development and affordable housing. The City has consistently taken efforts to address and overcome these issues by implementing the goals and objectives of the vision plan and will continue these efforts.
7. SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519) are the major commercial corridors in Cocoa. These major corridors should be developed as mix-used corridors.

Staff Note: This observations of 4-7 further emphasizes the great need for thoughtful design standards to be applied to the corridor.

The above information provides context to the historical policy direction of the City, and how additional work is needed to ensure that these policies are seen through. The existing land use pattern of the area can be generally described as strip commercial that has either gone through multiple generations of re-use or been redevelopment in a manner that is not realizing the full desire of the mixed-use policies or desires of the City that have been consistent for close to thirty years. It would be of great benefit to the City that this vital corridor, which impacts both the Diamond Square and Cocoa CRA's, as well as the Cocoa Village, be development in a manner that meets the full intent and requirements of the code.

As mentioned above, there is one structure of significance north of this site in the Florida Department of Transportation (FDOT) right-of-way (ROW). The structure is one of the four "Cocoa" signs as depicted in Exhibit E. The four corners of the major arterial intersection are the western historical entrance to Cocoa Village and the Cocoa Community Redevelopment Agency (CRA). The work to make the intersection prominent began in May of 2002 when the Cocoa Redevelopment Agency voted to start the process to vacate Stone Street and to acquire the needed properties for the sign. See Exhibit F. Cocoa Redevelopment Agency minutes show the desire to redevelop the land at this

intersection since 2002. It is important that this prominent corner, announcing the entrance to downtown Cocoa, be developed consistently with the City's expressed long -term land use goals and vision for the corridor, which is a mixed-use center.

As such, the permitted uses in the C-N should be analyzed in light of mixed-use center policies of the City Council and the existence of the "Cocoa" sign directly in front of the subject property, making it one of the most prominent gateways of the City. The C-N district would allow:

(1) Retail stores, sales and display rooms (except automotive) and similar uses, including places such as bakeries in which goods are produced and sold at retail upon the premises.
(2) Personal service establishments such as beauty and barbershops, laundry and dry cleaning pickup stations, tailor shops and similar uses.
(3) Professional offices, studios, clinics, laboratories, general offices and similar uses.
(4) Restaurants, subject to the following:
a. Outdoor entertainment shall be prohibited;
b. The restaurant shall be required to close no later than 10:00 PM on Sunday through Thursday and no later than 12:00 AM on Friday and Saturday; and
c. Walls and/or opaque vegetative screening buffers shall be required between the restaurant and adjacent properties with residential zoning designations.
(5) Multiple-family and single-family residences as regulated in section 5, RU-2-15 District.
(6) Financial institutions.
(7) Pharmacy, medical marijuana treatment center dispensing facilities, apothecary and optical services. Medical marijuana treatment center dispensing facilities shall not be located within five hundred (500) feet of the real property that comprises a public or private elementary, middle or secondary school, unless the city council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in F.S. Ch. 381, as may hereafter be amended.
(8) Child care centers, day nurseries of kindergartens.
(9) Package store, beer and wine.

In addition, special exception uses that would be permitted include bars and lounges, with or without a package store; package stores; and retail automotive gasoline/fuel sales as an accessory use to convenience stores, with certain conditions.

Many of these uses may not be desirable at the most prominent gateway to the City nor consistent with the mixed-use vision, including pharmacies and medical marijuana treatment center facilities, package stores, and bars and lounges.

b. *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

Staff Finding: As seen on the City's zoning map, the corridor in general is a mix of C-G, C-P, and C-C zoning. The closest parcels with C-N zoning are at the intersections of Blake Ave. and Bernard St., the western terminus of Whaley St. (Emma Jewel Charter Academy), and a parcel at the termini of Bernard St./Thomas Ln./Pineapple Ave. that is owned by the City. None of those parcels have the MU FLU designation, however. Other C-N parcels are generally located on Peachtree St. between Pineda St. and Prospect Ave., as well as a portion of the northeast side of the City along SR 524, 501, Dixon Blvd. and US 1. The locations, however,

have FLU designations of Neighborhood Commercial (NCOMM) or Commercial (COMM). None of the properties with a current C-N zoning district have frontage along SR 520 or are located in the SR 520 corridor. The closest C-N zoned property is located 0.35 miles away, which would result in an isolated zoning district were the subject property be rezoned as C-N.

Additionally, the locations of said existing parcels with C-N zoning better meet the intent of the C-N district as defined in Section 11: "The provisions of this district are intended to apply to an area adjacent to major arterial streets and convenient to major residential areas. The types of uses permitted are intended to serve the consumer needs of nearby residential neighborhoods as well as the commercial needs of the motorist. Lot sizes and other restrictions are intended to reduce conflicts with adjacent residential uses to minimize the interruption of traffic along thoroughfares."

Access to nearby neighborhoods is very complex in this area. Due to the vacation of Stone St., and subsequent lack of pedestrian connectivity to the Diamond Square neighborhood to the west, accessibility to the site is limited to mainly vehicular use. While there are multiple curb-cuts and access points from SR 520/King St. and the prior Stone St. right-of-way (ROW) curb cut on U.S. 1 east of the railroad tracks, it is very unclear how the intent of both the MU FLU designation and C-N zoning will be met. In fact, for all of the aforementioned existing properties with C-N zoning, they each are located directly adjacent to property that is zoned for residential purposes, such as RE (Residential Estate), RU-1-7 (Single Family Residential), RU-2-15 (Multiple Family Dwelling District). These locations are consistent with the intent of the C-N district to be located "convenient to major residential areas."
In this case, the proposed C-N rezoning would not be located conveniently to a major residential area as it is separated from the Diamond Square residential community by the railroad tracks as well as both C-W and C-G zoned property lining the railroad tracks on the western side.

Based on an analysis of both the zoning and FLU maps, there does not appear to be one parcel within the City that has the MU FLU and the C-N zoning designation. As part of the applicant's petition, they noted that adjacent and nearby properties all have commercial zoning (none neighborhood commercial). While there is a mixture of commercial zoning districts in the area, the application did not provide the additional detail that the C-G and C-W parcels to the west, on the southside of SR520/King St., and the C-P parcels in the immediate area, are not applicable with the MU FLU designation as shown in Figure FLU-1 of the Future Land Use Element. As previously noted, the City has identified these inconsistencies and has begun a Visioning study to determine the most appropriate manner to encourage consistency between the zoning categories and the Comprehensive Plan, as well as two CRA studies to best determine the appropriate redevelopment strategies of the SR 520 and US 1 corridor.

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.*

Staff Finding: The proposed change has the potential to alter the population density pattern. While the application has stated that no residential development is proposed, the application also did not provide a conceptual plan to detail what the proposed development is. As such, the proposed zoning district of C-N, Neighborhood Commercial, does allow, by right, multiple-family and single-family residences, as regulated in Section 5, RU-2-15 District. The RU-2-15 district allows a maximum of 15 dwelling units per acre, which could yield a maximum of 21

dwelling units on the Subject Property. As previously noted, impacts to the streets and access are also unknown due to the existing curb cuts on SR 520/King St., US 1, and Stone St. Without a full analysis, the impact to public facilities is unknown.

d. *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Finding: The existing boundaries are not illogically drawn in relation to existing conditions on the property. The property is currently vacant. While rezoning it to C-N would resolve the applicability and consistency with the MU FLU, as previously noted, there are no other C-N properties in the area, and would therefore create an isolated district that is illogically drawn. The existing C-P zoning district is consistently found on the four corners of the U.S.1 and SR 520 intersection and south of the subject property.

By contrast, were the property to be rezoned to C-N, the intent of the district would not be met based on the location and conditions of the existing property due to its lack of convenience to adjacent neighborhoods.

e. *The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.*

Staff Finding: The existing FLUM designation of the subject property is MU. The proposed rezoning would be consistent with Figure FLU-1 of the Future Land Use Element as C-N is identified as an applicable zoning district within the MU designation.

The MU district is detailed as follows:

> Policy 1.1.2.6: Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.
>
> A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.
> B. The land development regulations

implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.

C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.

D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.

E. Mixed use buildings within a single development will be highly encouraged in this category.

F. For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.

G. If residential housing units are developed as part of a vertical mixed-use project a bonus of up to 5 units per acre may be achieved.

H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized.

The application that was provided noted that the proposed uses on the property are “Commercial uses consistent with C-N zoning”. The applicant has had at least two pre-application meetings with the City in order to redevelop the property with what the Code defines as “Retail automotive gasoline/fuel sales as an accessory use to convenience stores”. That said use is a Special Exception within the C-N zoning district. In the event the applicant does pursue such a use, they will be required to meet the five (5) conditions for Retail automotive gasoline/fuel sales as an accessory use to convenience stores as detailed in Section 11(C)(10), and Article XVII, Section 2.

In addition, as mentioned earlier, the City is undertaking multiple studies to determine the best path forward to bring parcels that are not consistent with the Comprehensive Plan in to compliance, as well as how to manage the existing CRA’s. This may include further modifications to the Land Development Code having to do with design, uses, and other bulk regulations as detailed above in subsection (a).

f. *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: The existing zoning district is not compatible with the FLU designation of the subject property. As a matter of consistency and compatibility, a property should have a zoning district that is compatible with the FLU designation. However, the corridor has not seen significant change that would make the proposed amendment necessary. The MU FLU was established in 2010 in an effort to promote mixed-use developments. As previously noted in the report, this specific intersection is seen as having high importance to the Diamond Square CRA, Cocoa CRA, SR 520/US1 intersection, and the Cocoa Village. A more appropriate zoning strategy should be undertaken to support redevelopment on the subject property, that

is consistent with the vision and possible changing conditions in the corridor.

g. *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: The Subject Property was previously developed with commercial uses with curb -cuts on SR520/King St. and US1. The impact to the surrounding neighborhoods is unknown as a final use is unknown. The applicant or eventual developer of the subject property will be required to meet or exceed the requirements of the Land Development Code and Comprehensive Plan.

h. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: The proposed change may impact traffic congestion and flow, however the full impacts will not be fully reviewed until site planning when a traffic study is reviewed. It is anticipated that the number of curb cuts will be modified to better limit access.

i. *The proposed change will create a drainage problem.*

Staff Finding: 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.*

Staff Finding: Any new construction is required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced. It is not anticipated that this project will bring such negative impact.

k. *The proposed change will adversely affect property values in the adjacent areas.*

Staff Finding: It is not anticipated that property values would be affected by the proposed rezoning. Uses that are similar in nature generally have a positive value impact upon each other.

l. *The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.*

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the property will be self-contained, which will result in little to no impact on the improvement or development of other properties but result in an overall negative impact to the MU FLU vision.

m. *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Finding: 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.*

Staff Finding: The existing C-P zoning is not compliant with the existing FLU designation of MU, Mixed Use. A zoning change is required to redevelop the property. However, as noted previously, greater coordination is needed between the applicant and the City to maximize the existing growth policies, existing vision, and visioning scopes that will impact the development potential of the property.

o. *Whether the change suggested is out of scale with the needs of the neighborhood of the city.*

Staff Finding: The proposed rezoning creates a situation whereby the zoning category that is requested would be the only property with the requested category of C-N. The impacts of such a change is unknown and as a result, the City is beginning a visioning exercise of the corridor to better understand how to bring the zoning and FLU designations in to compliance. That action will be provide better direction and understanding of what the needs of the neighborhood and City are.

p. *It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Finding: The applicant has stated on the application that without the change, the property owners are deprived of any use of their property.
As explained above, the City is embarking on a Visioning Process to ensure that an appropriate zoning designation with design standards and regulations consistent with the MU FLU will be applied as soon as possible. The application further details that the proposed use is “Commercial uses consistent with C-N zoning”. As previously noted, the applicant has had multiple pre-app meetings outlining their intent to construct a “Retail automotive gasoline/fuel sales as an accessory use to convenience stores”. There are many other sites where such a use could occur, though the applicant does not own those parcels.

Consistency with Comprehensive Plan Policies and Objectives

The proposed C-N zoning is applicable with the MU FLU designation per Figure FLU-1 in the Comprehensive Plan. However, there are concerns with some of the uses of C-N and their consistency with MU Policy 1.1.2.6.

As has been noted in the staff report, the City is undertaking significant visioning studies to manage the zoning and future land use consistency issues along the SR520 and US 1 corridor. Such efforts are supported by the Comprehensive Plan via the following policies:

- FLU Element, Objective 1.1.10: The City shall maintain, amend and develop land development regulations that guide future growth and development, discourage the proliferation of urban sprawl and implement the goals, objectives and policies of this comprehensive plan.

- Policy 1.1.10.7: Existing land uses which are incompatible or inconsistent with the City's Future Land Use Map will continue to be identified and addressed.

- Policy 1.1.10.8: Within three years after the adoption of the comprehensive plan update, the

City shall have eliminated all inconsistencies between the Official Zoning Map and the Future Land Use Map.

- Policy 1.1.10.9: The City shall consider conducting a survey to identity the incompatible uses in the CRAs and major commercial corridors.

- Policy 1.1.10.10: The City shall review the non-conforming section of the land development code to ensure its effectiveness.

- Policy 1.1.10.11: Land development regulations must be made consistent with updates to the comprehensive plan within one year of the plan amendment submittal, as required by F.S.

It is noted that time has passed since certain comprehensive plan policies have been adopted, which is why the City is aggressively moving forward to rectify zoning and FLU inconsistencies.

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.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, 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. However, because the maximum density remains unchanged, no further impact to public facilities is anticipated.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On February 7, 2024 the Planning and Zoning Board recommended denial to City Council.

RECOMMENDED MOTION:

Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with

the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the July 23, 2024 City Council Meeting.



N

COCOA
FLORIDA

301 S Cocoa Blvd Location

January 11, 2024

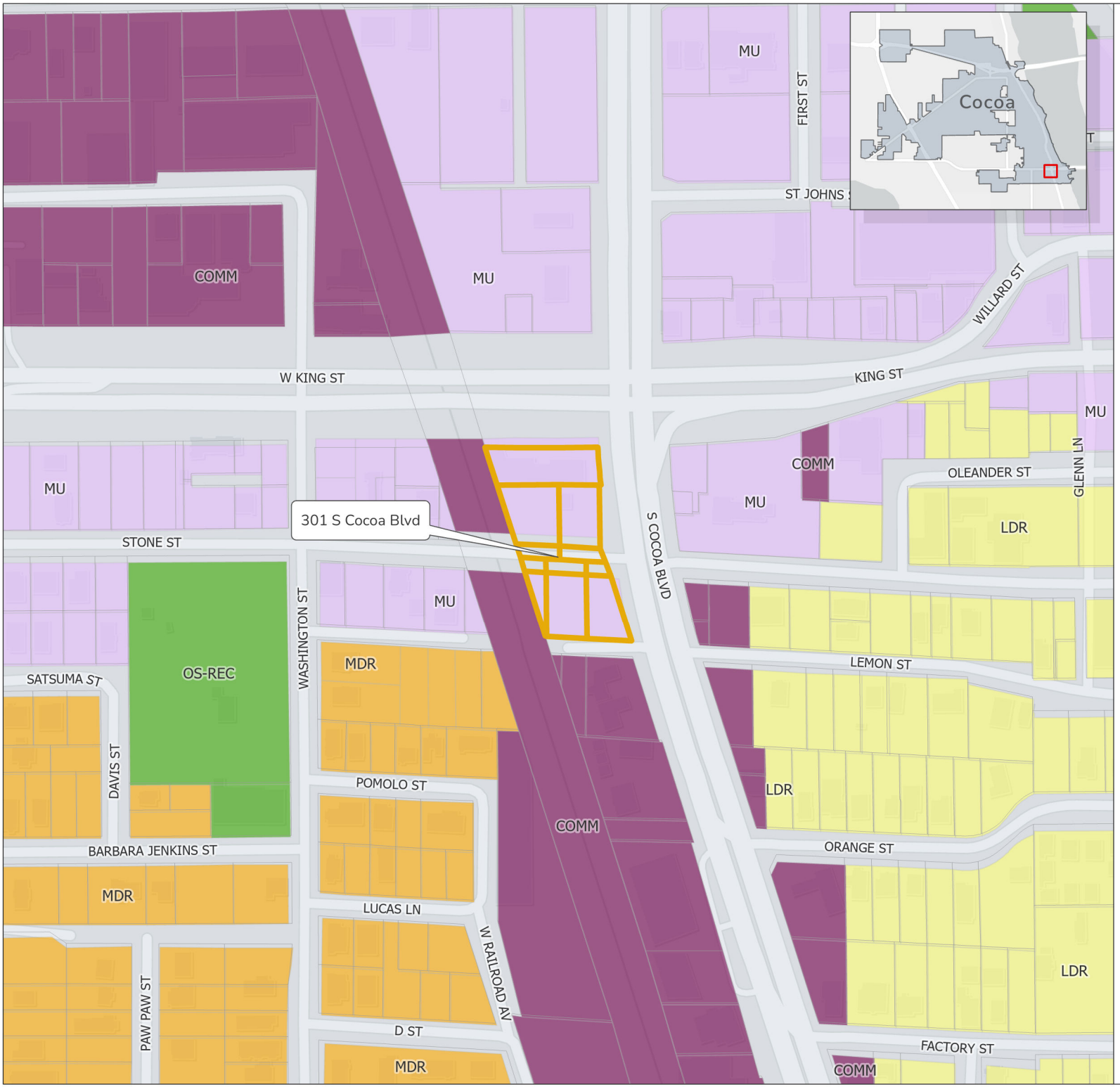
Subject Parcels

Parcels

Cocoa City Boundary

0 200 400 Feet

P20240108-103001.0.1



301 S Cocoa Blvd Future Land Use

January 11, 2024

Subject Parcels

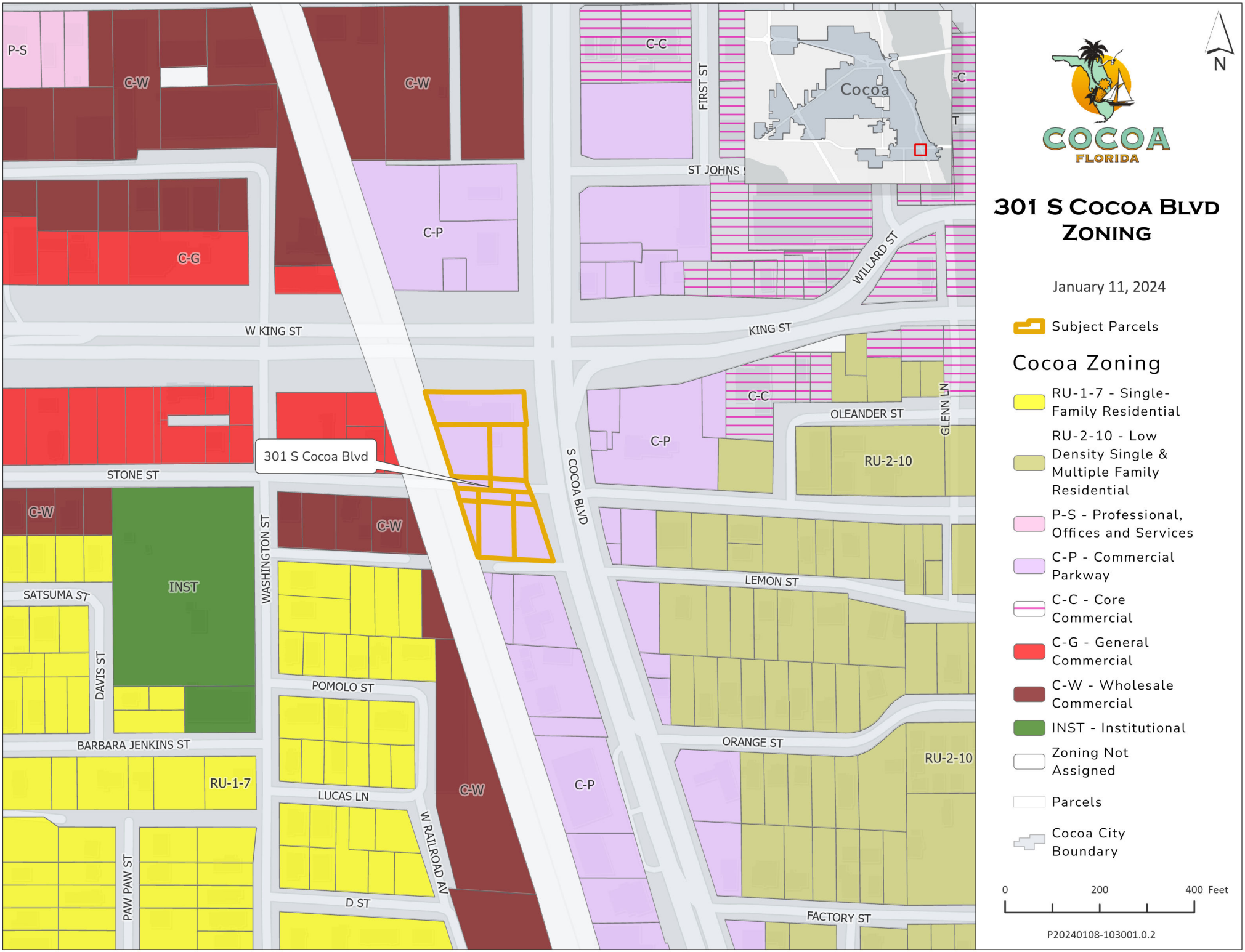
Future Land Use

- Low Density Residential
- Medium Density Residential
- Commercial
- Mixed Use
- Recreation/Open Space
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20240108-103001.0.3



COCOA
FLORIDA

N

301 S Cocoa Blvd Zoning

January 11, 2024

Subject Parcels

Cocoa Zoning

- RU-1-7 - Single-Family Residential
- RU-2-10 - Low Density Single & Multiple Family Residential
- P-S - Professional, Offices and Services
- C-P - Commercial Parkway
- C-C - Core Commercial
- C-G - General Commercial
- C-W - Wholesale Commercial
- INST - Institutional
- Zoning Not Assigned
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20240108-103001.0.2

CITY OF COCOA
COMPREHENSIVE PLAN

DATA & ANALYSIS

October 2010

Prepared By:

LAND DESIGN INNOVATIONS
Incorporated

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Winter Park, Florida 32789
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and

City of Cocoa
Community Development Department
65 Stone Street
Cocoa, Florida 32922

By adding the approved units (2,750 units) and the potential units (3,453 units), the City has a total development potential of 6,203 new residential units. By 2020, the City would have 14,735 dwelling units, which is calculated by adding the potential new units (6,203) to the existing units (8,532). Comparing the need (15,027) with the holding capacity (14,735), the City will have a deficit of 292 residential units.

Residential development will be accommodated based on the following ranges of density (see mixed-use category below for additional areas allowing residential uses):

- Very Low Density Residential – Up to 4 units per acre
- Low Density Residential – Up to 7 dwelling units per acre
- Medium Density Residential – Up to 15 dwelling units per acre
- High Density Residential – Up to 25 dwelling units per acre

c. Future Commercial Land Use

The commercial category will primarily consist of commercial and office uses. Projections of future commercial land were based on current ratio of land use to population. Based on the 2009 population of 16,825, the ratio is currently 30 commercial acres per 1,000 residents. This ratio includes the commercial development included within mixed-use areas. Applying the 2009 ratio to the 2020 population projection, the City would need a total of 906 commercial acres.

Economic development is one of the big focuses of the City. In order to encourage economic activities, the City needs to increase the current land use allocation percentage for the commercial activities. The FLUM designates 1,150 acres of commercial land use. The acreage is split between commercial acres (867 acres/77%) and neighborhood commercial acres (284 acres/23%).

d. Future Mixed-Use Land Use

In addition to the more traditional commercial land use category, the City is establishing a mixed-use land use category to support commercial development in a mixed-use setting with supporting residential uses. The intent of the category is to encourage the development of compact mixed-use centers and avoid a strip commercial development pattern. This category is not intended to require a mix of uses for each site, but rather to achieve an area-wide mix of uses.

The Mixed-Use land use is applicable to areas generally along SR 520 (King Street) and US 1. The FLUM shows 120 acres of Mixed-Use. The City anticipates that by 2020, the mix of uses in the Mixed-Use land use category will be about 50% non-residential and 50% residential.

e. Future Regional Activity Center

The Regional Activity Center (RAC) land use category allows compact, high intensity and mixed-use developments on parcels with land area of 50 acres or more. The amount of RAC acreage required to meet future growth is shown in **Table I-4**. Currently, there are approximately 270 acres of land designated RAC on the FLUM. The RAC areas are located at the intersection of I-95 and SR524, known as Brevard

Crossings Regional Activity Center. The RAC acreage is not expected to grow through the planning horizon.

f. Future Industrial Land Use

Industrial land use projections were calculated using the same basic methodology as described above for commercial lands. The amount of industrial acreage required to meet future growth is shown in **Table I-4**. Currently, there are approximately 675 acres of developed industrial lands within the City of Cocoa, or 40 acres for every 1,000 residents. Based on the projected population for 2020, there would be a need for 1,230 acres of industrial land use, using the 2009 ratio. The 2020 FLUM provides 1,245 acres for industrial uses, allowing a 15-acre surplus.

Industrial uses tend to benefit an economy more than other uses such as residential and institutional. To enable desirable future economic development outcomes, the City needs to increase the current land use allocation percentage for the industrial activities. Based upon the current work force and community needs, it is projected that the demand for industrial uses will increase. Therefore, the City may need additional industrial land acreage to meet the future demand.

g. Future Institutional Land Use

Currently, the City of Cocoa has a low percentage of institutional land use as a percentage of overall land use The institutional uses owned by non-profit and public organizations do not contribute to ad-valorem taxes; therefore, a smaller percentage of these uses is not a negative indicator for the City. However, the City needs land in this category to accommodate those institutional uses that are generators of public activities (such as civic centers, museum and arena) to offset lost ad-valorem taxes from other institutional uses that do not pay ad-valorem taxes. Based upon an analysis of existing and future needs, the City anticipates the need to acquire additional land to accommodate its public facility and service functions as the population increases. **Table I-4** indicates an increase in demand for institutional acres (1,140 acres by 2020 over the 626 acres in 2009). The increase is based upon an average of 37 acres per 1,000 residents. The 2020 FLUM shows a total of 249 acres of institutional land use, which indicates a deficit of 891 acres. Therefore, the City needs additional institutional land acreage to meet the projected future demand.

h. Future Recreation/Open Space Land Use

Currently, the City of Cocoa has 156.66 acres of recreation and open space lands within the City, 71 acres of which are designated Recreation and Open Space on the Future Land Use Map. This translates into an actual level of service of 6.91 acres/1,000 population. With a projected total population of 30,656 persons by 2020, the City will have an excess of 118.34 acres of recreation and open space land to meet the future demand. Therefore, it is not anticipated that the City will require additional lands for the Recreation and Open Space future land use category over the 10 year planning horizon.

i. Future Conservation Land Use

This land use category includes those lands that contain valuable and threatened natural resources such as floodplains, estuarine properties and unique ecological communities. Several areas in the central portion of the City and along US 1 have already been designated as conservation, but there may be other noteworthy areas identified in the future which may be considered for conservation designation on the Future Land Use Map. Additional conservation lands can also be anticipated with annexations of natural resources.

4. Need for Redevelopment

The City of Cocoa contains limited areas of blight characterized by aging buildings, inadequate and obsolete infrastructure and lack of employment opportunities. Under Florida law (Chapter 163, Part III, F.S.), local governments are permitted to designate areas as Community Redevelopment Areas where deterioration is severe or widespread. The City of Cocoa has established three community redevelopment areas (CRAs), including the Cocoa (Downtown) CRA, the U.S. 1 Corridor CRA and the Diamond Square CRA, encompassing a total 1,403 acres. **Map I-8** shows the location of the City's redevelopment areas.

The Cocoa (Downtown) CRA was established in 1998 and encompasses approximately 280 acres, with its boundaries extending north to Mitchell Street, south to the City limits, west to the railroad tracks and east to the Indian River Lagoon. The Cocoa Community Redevelopment Agency sponsors a Commercial Façade Improvement Program to benefit property owners in the Cocoa (Downtown) CRA. Matching grants of up to $10,000 are available per commercial parcel to qualified owners. Cocoa Village, located in the Cocoa downtown CRA, is the best example of the City's successful redevelopment efforts.

The U.S. 1 Corridor CRA was established in 1998 and encompasses approximately 805 acres, with its boundaries extending north to Clearlake Road, south to School Street, west to the Fiske Boulevard and east to U.S. 1. The U.S. 1 Corridor Redevelopment Agency also sponsors a Commercial Façade Improvement Program. Matching grants of up to $10,000 are available per commercial parcel to qualified owners.

The Diamond Square CRA, created in 1998, is located on the southern border of the City and is approximately 318 acres in size. The Diamond Square CRA encompasses the area bordered by Oleander Road on the west, School Street on the north, railroad tracks on the east and Poinsetta Drive on the south. The Diamond Square Redevelopment agency sponsors façade improvement programs that offer a matching grant of up to $2,500 per residential parcel and $10,000 per commercial parcel to qualified owners. The agency provides funding at a maximum of $2,000 per program to programs whose services are located within the Diamond Square CRA and whose program goals match one or more of the goals of the agency. The agency also offers a first time homebuyers program and a drainage improvement program.

In addition to the creation of the community redevelopment areas, the City has focused other targeted efforts on economic development in the City. Economic Development is discussed in **Section E** of this element.

5. Proposed Development and Redevelopment of Flood Prone Areas

Floodplain areas, as defined by the Federal Emergency Management Agency, include the 100-year floodplain (Zone AE) and the velocity zone (Zone VE). Flood-prone areas in Cocoa are depicted in **Map XII-2** in the Conservation Element. Much of the development within flood-prone areas occurred before the adoption of state and local regulations in the early 1980's.

Implementation of the comprehensive plan goals, objectives and policies and enforcement of the land development regulations will direct new growth away from areas particularly susceptible to flooding from severe storms or hurricanes and will ensure that all redevelopment activities will be consistent with regulations that result in their safe construction.

6. Dredge Disposal

As noted in the inventory section, there are currently no dredge spoil sites within the City.

7. Hazard Mitigation

The Brevard Local Mitigation Strategy is the guiding plan for local governments in the County's coastal planning area. The City has not prepared a Post-Disaster Redevelopment Plan, nor has Brevard County.

The City of Cocoa's coastal planning area includes the parts of the City that are adjacent to the littoral area along the Indian River Lagoon. The entire coastal planning area within the City of Cocoa is predominantly developed. There are a number of water-dependent uses, including recreation sites, boat ramps and marinas. None of the water-dependent land uses can be relocated. In addition to these water-dependent uses, there are a number of single family residential uses and water-related uses in the coastal high hazard area. Water-related uses include numerous commercial enterprises, such as boating and other marine related facilities. There are also several publicly owned parks along the Indian River Lagoon. The City does not currently anticipate the need to relocate, modify, or acquire any of these uses which it does not already own. However, in the wake of a storm event, City personnel will make inspections of all damaged structures. When the City has determined that a structure has suffered damage of greater than fifty percent (50%) of its value, the City will require that the owner rebuild landward of the existing structure or modify the structure in such a way that additional damage is unlikely. In some instances, the City may consider acquiring damaged structures and their lots in order to expand park areas or prevent build-back in areas of extensive erosion.

The City is mostly built out within the coastal planning area with the exceptions of one or two sites on the Indian River Lagoon. The vacant areas consist primarily of low density residential properties with some scatted commercial properties within the downtown. Commercial and residential land uses within this area are expected to continue as the predominant activities. The City of Cocoa land development code addresses lot coverage, setbacks from wetlands and water bodies, and protection of native vegetation by new development and redevelopment projects. Therefore, no special consideration for proposed land uses is necessary over and above those required to deal with the existing land uses addressed above. However, if older neighborhoods or communities are scheduled to be

revitalized or redeveloped, hazard mitigation should be an aspect considered and integrated into the project prior to the time of development approval.

D. GREEN HOUSE GAS REDUCTION AND ENERGY CONSERVATION

Greenhouse gases (GHGs) are the gases in the atmosphere that trap heat. Carbon dioxide, methane, nitrous oxide, ozone and fluorinated gases are some of the most abundant GHGs in the atmosphere. Some of the GHGs, such as carbon dioxide, occur naturally in the atmosphere through natural processes and human activities. Other greenhouse gases (e.g., fluorinated gases) are created and emitted solely through human activities. The greenhouse gases that enter the atmosphere because of the human activities are listed below.

- Carbon Dioxide - Burning of fossil fuels (oil, natural gas, and coal), solid waste, trees and wood products, and also as a result of other chemical reactions (e.g., manufacture of cement).
- Methane – Production and transport of coal, natural gas, and oil. Methane emissions also result from livestock and other agricultural practices and by the decay of organic waste in municipal solid waste landfills.
- Nitrous Oxide – Agricultural and industrial activities, as well as during combustion of fossil fuels and solid waste.
- Fluorinated Gases (also known as High Global Warming Potential Gases) – Variety of Industrial processes.

While greenhouse gases play a vital role in maintaining the necessary conditions for life on Earth, the rapidly increasing concentrations of these gases are causing a rise in global temperature – Global Warming. It is now apparent that the increasing atmospheric concentration of GHGs resulting from human activities is changing the climate in ways that pose serious risks to citizen's health, economy, and environment. The Florida Legislature enacted House Bill 697 in its 2008 session. HB 697 amended Chapter 163, F.S. to address green house gas reduction and energy conservation through comprehensive plans. Chapter 163.31776(a), F.S., requires that the Future Land Use Element include greenhouse gas reduction strategies and energy efficient land use patterns, accounting for existing and future energy electric power generation and transmission systems.

The land use pattern plays a significant role in reducing vehicle miles travelled (VMT) and thus in reducing energy consumption and its associated GHGs emission. VMT can be reduced by promoting strategies such as compact development, high density development arranged to encourage pedestrians, bicycle and transit use, transit oriented development and mixed-use development. The preservation of historic buildings and their adaptive reuse result in energy conservation. These buildings are typically closer to population centers and adaptive reuse generally involves lower impacts on natural resources than new construction. The use of "green" building standards, as opposed to conventional codes, results in energy conservation. In addition, protecting and enhancing green spaces provides natural carbon sinks in soils, vegetation and streambeds to mitigate carbon emissions.

Implementation of the City of Cocoa's comprehensive plan goals, objectives and policies and enforcement of the land development regulations will reduce urban sprawl and VMT, encourage more mixed-use development in specific areas in the City, preserve green space and promote education of citizens in energy conservation measure and practices.

E. ECONOMIC DEVELOPMENT

Economic development must be considered as part of the City's long term plans in concert with planning for land use, transportation facilities and other services in order to coordinate the targeted location and support for business and industry. For the City of Cocoa, economic development is defined as a strategic program to:

- Increase the standard of living and quality of life for City residents.
- Stimulate job growth and provide higher-income jobs for residents.
- Diversify the local economy to provide stability during economic downturns and to provide a steady and growing tax base.

1. Current Economic Development Programs

The City's Office of Economic Development (ED) is responsible for all the economic development activities in the City. The goal of the ED Office is to strengthen and diversify the City's economy and expand the tax base, while enhancing the quality of life enjoyed by current residents, businesses and visitors. The City has taken several steps since 2000 to foster the entrepreneurial environment by encouraging new business formation, retaining and improving success of existing business and attracting businesses.

The City of Cocoa is a member of a non-profit organization known as the Economic Development Commission (EDC) of Florida's Space Coast. The EDC provides education, training and financial incentives to the businesses that are trying to expand and relocate in the Space Coast area. The City works closely with the EDC on projects planned in Cocoa.

The City offers a variety of local, state and federal programs and incentives to businesses that locate, expand and do business in Cocoa, including:

- *Florida Enterprise Zone*: Enterprise Zones encourage economic growth and investment in distressed areas by offering tax advantages and incentives to businesses locating within the zone boundaries. In 2002, the City adopted an enterprise zone boundary (see **Map I-9**) and the corresponding Enterprise Zone Strategic Plan. The City was awarded Enterprise Zone 501 (EZ 501) in 2003.
- *Small Business Assistance Program*: The City offers financial assistance to new and expanding businesses with costs associated with small-scale infrastructure project and development fees.
- *Tax Abatement Program*: This program offers a City ad valorem tax exemption for new and expanding businesses within the City. The scope of exemption is generally determined by the number of new jobs created, as well as the wages associated with the newly created jobs.
- *Foreign Trade Zone*: A Foreign Trade Zone (FTZ) is land deemed to be outside the United States customs territory for purposes of duty assessment. Companies located in a foreign trade zone are able to defer, reduce and/or eliminate import duties. When goods are withdrawn from the FTZ and entered into the commerce of the United States the appropriate duty is levied upon the goods, if applicable. The City of Cocoa Foreign Trade Zone offers significant benefits for many types of businesses that import goods. Almost 24 acres of Foreign Trade Zone # 136 lie

within the City of Cocoa, located at the TATE Industrial Park. **Map I-9** shows the boundary of Foreign Trade Zone in the City.

- *Historically Underutilized Business Zones* (HUBZones): The program provides federal contracting and sub-contracting opportunities for qualified small businesses located in designated areas. The City has two census tracts that are designated non-metropolitan HubZones by the U.S. Small Business Administration.
- *Brownfield Redevelopment Program*: In 2003, the City of Cocoa established a Brownfield Redevelopment Program, which is funded through a Brownfields Assessment Grant by the U.S. Environmental Protection Agency (EPA). The redevelopment plan offers environmental Site Assessments to determine the nature and extent of contamination, facilitates applicants' participation in the State's Program, assists with redevelopment planning, provides coordination between intergovernmental agencies and participates in promotions for brownfield sites/projects.

2. Analysis of the Economic Development Environment in Cocoa

In 2005, the City and the University of Florida conducted a comprehensive assessment of the economic development environment in the City of Cocoa. The strengths identified in the report included:

- Strategic location that provides excellent access to the regional market, yet offers the advantage of more accessibility and lower costs.
- Good primary transportation infrastructure including excellent road network that provides a location incentive to businesses seeking sites in close proximity to interstate highways for major freight transport. The City is also in close proximity to Port Canaveral, which is the second busiest cruise port in the world.
- Rich valuable history that can be seen in its Victorian homes, historic hotels and the historic Cocoa Village. The Village has year-round special events and a variety of restaurants and shops, many locally-owned and arts-based.
- Positive City government willing to annex surrounding properties and to create and implement economic development plans to rebound from problems that have plagued the City.

The weaknesses identified in the report included:

- Too many greyfield, brownfield areas and distressed commercial corridors in the City. The U.S. 1 corridor has many vacant strip malls, which are considered unsightly and a deterrent for businesses.
- Need for continued and stricter aesthetics and design standards for the corridors. The buildings on the commercial corridors lack quality architecture design and landscaping and streetscape features.
- Lack of high tech employers, high-skilled jobs, professional offices, variety of restaurants and accommodation services in the City.
- Lack of quality affordable housing and diversity of housing choices for middle and upper income home buyers.

- Negative self-image and lack of an articulated and shared community vision of the City.

The report proposed a series of implementation strategies to build on strengths, mitigate weaknesses and capitalize assets for economic development. The report also identified the following goals and objectives representing key issues that should be addressed in this comprehensive plan.

- *Employment Opportunities*: The City should support and work with County and community leaders to meet the economic diversification needs of the community with emphasis on local job creation, business expansion and attraction of high-value-added commercial activity. The employment growth in the City will benefit other existing market sectors and will generate wealth within the community.
- *Business Expansion, Attraction and Retention*: The City, County and private leadership should work together to develop and implement economic development strategies that will establish a business environment that supports the operation, retention and expansion of existing Cocoa businesses, as well as the attraction and development of new commercial enterprises.
- *Coordination of Economic Diversification Efforts*: The City and County should coordinate the collaborative efforts between the public and community leadership. The efforts should be concentrated on developing industry clusters which will make the greatest contribution to job growth and wealth creation.
- *Streamlining Permitting and Regulatory Process*: The City should provide incentives such as expedited permitting to assist higher education institutions to expand when they are ready.
- *Economic Development Advisory Board*: To involve community stakeholders, the City should create an advisory board consisting of local community and business leaders.
- *Maintain Infrastructure for Supporting Economic Development*: The City should maintain adequate infrastructure for encouraging economic activities in the industrial and commercial sectors. The City should maintain or increase the current land use allocation percentages for industrial and commercial activities for the purposes of strengthening the revenue tax base of the City.
- *Increase Tourism*: The City should develop strategies to attract tourists by expanding recreational, entertainment, environmental, and cultural activities that are clean, family friendly, diverse, and unique.
- *Encourage Growth in Regional Industries with Supporting Activities*: The City should collaborate with the greater region to identify opportunities in the related service industries present in the region. The City should also encourage employment growth in high growth industries and small businesses through various programs and public/private partnerships.

In the last few years, economic development efforts by the City have accelerated, yielding very positive results for Cocoa. The Historic Cocoa Village is an example of successful downtown redevelopment and has become a destination for tourists and residents.

F. URBAN FORM

Urban form refers to the physical layout and design of a city. Characteristics such as urban density and intensity, block layout, street layout, streetscape, building placement/orientation and location define the urban form of a city. As the development standards change in terms of the above mentioned characteristics, the urban form also changes.

Incorporated in 1895, the City of Cocoa was a fairly compact city in the early 20th century. The compact form is visible in the older areas of Cocoa including the Cocoa downtown, the Historic Cocoa Village and downtown neighborhoods, which have narrow lots, are pedestrian oriented and include a mix of uses at higher densities. In the mid-20th century, the automobile began to dominate the development market. The development moved from the inner-city to the outskirts, and was characterized by low density and auto-dependent uses. Moreover, the development of railroad and major transportation improvements disrupted older commercial and residential neighborhoods. The result of this trend was the less efficient use of the infrastructure with no pressure for infill development. The urban form of the City changed from a dense compact form to a suburban sprawl form.

The City residents and past studies have identified the negative visual character of the major transportation corridors, the lack of overall identity of the City and the negative impact of the enclaves that detract from the City's aesthetics. The widening of US 1 in the 1950's by FDOT was one of the major reasons for the poor quality development along US 1, the loss of inner-city connectivity and the loss of businesses along the US 1 corridor in the City.

SR 524, US 1, SR 501, and SR 520 are the major commercial corridors of the City. They consist primarily of auto-oriented strip shopping centers that lack adequate pedestrian and bicycle access. The developments along these corridors also lack quality architectural design and adequate landscaping and are generally poorly maintened.

The City has two large enclaves along SR 501. These enclaves contribute to loss of inner city connectivity, land use conflicts and inefficient use of existing facilities and services. Additionally, the layout of some of the urbanized areas of the City is not very well organized or interconnected. These factors contribute to an image of disorder.

The City's goal is to create a physical planning framework to improve the quality of life and to ensure that new development shapes the City into a unique community that residents can identify with. A comprehensive urban design approach, citywide and on specific areas and corridors in the City, will be required to correct the disjointed nature of the past piecemeal development.

1. Vision Plan

A Vision Plan describes the kind of community that people who live and work in it want it to become over the next 10 to 20 years. It identifies what people value and want to preserve, what improvements are needed and how change should occur. A vision plan helps in creating a positive image and community identity, which is lacking in the City of Cocoa. A positive image helps to improve public relations. The awareness of the existing and desired image of an area can be the basis for a capital improvement plan and public policy formation. A positive image is important to a City government because it reflects on the excellence of service the government provides, attracts high quality business and well educated people.

The City adopted a Vision Plan in June 1996 to guide the future development of the City. The plan included the analysis of the physical, social and economic conditions of the City. The plan identified two primary challenges facing the City – improving the general image of the City and diversification and strengthening of the City's economic base. The Vision Plan included economic, land use, urban design, infrastructure and governmental and administrative strategies for future development, including a conceptual long range master land use plan and an action plan to implement the vision. The plan identified five redevelopment goals for the City:

- **Economic Function**: Strengthen downtown and core areas of Cocoa as a mixed-use center that will attract and serve the people of the region. Create a strong new industrial employment base.
- **Regional Context**: Strengthen the Cocoa area as a unique place within the County.
- **Community Role**: Strengthen Cocoa's contribution to the general well-being of the community.
- **General Environment Character**: Improve the physical image within the City.
- **Implementation**: Enable revitalization of the City to be a successful and on-going reality.

In addition to the Visions Plan, the City held a visioning public workshop in September 2007 to obtain public input on the issues facing the community. During the workshop, the citizens and city staff identified the following two major issues within the community:

- **Housing**: An abundance of affordable housing is located within the City. The balance of incomes has shifted to a very low income base compared to the County average.
- **Revitalization**: A serious concern was acknowledged about the visual appearance of the City and the overall identity. Economic and redevelopment efforts have been arduous because of the City's appearance and unfair perception.

Both the 1996 vision plan and the 2006 workshop identified similar issues including lack of identity, economic development and affordable housing. The City has consistently taken efforts to address and overcome these issues by implementing the goals and objectives of the vision plan and will continue these efforts.

The City will also plan to invite additional community input and to update the vision plan. While updating the master plan contained in the vision plan, the City will identify the character districts in the City and their interconnectivity. The several character districts within the City of Cocoa may include:

- **City Center**: Cocoa's downtown, the City center, is located on the east side of US 1. It can be characterized as a small village business area with one-story shops and restaurants. The downtown has an excellent collection of historic buildings, many of which have been renovated for adaptive reuse. The Historic Cocoa Village is the major attraction of the area.

- **Commercial Nodes**: Other than the downtown area, there are no well defined commercial nodes within the City. The Brevard Crossing RAC, located at the intersection of I-95 and SR 524, is intended to include a mixed-use activity center; however, development has not occurred to date.
- **Corridors**: SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519) are the major commercial corridors in Cocoa. These major corridors should be developed as mix-used corridors.
- **Waterfront**: The City is located along the Indian River Lagoon. Existing land use along the Indian River is primarily medium-density residential with some commercial uses in the downtown area, most of which provide limited access to the waterfront.

2. Form-based Design Guidelines for Corridors

Design standards can be used to guide development toward creating a cohesive urban pattern of buildings and streetscapes. When the aesthetic appearance of a community is maintained or improved, a sense of pride develops for the residents, owners and merchants. The quality appearance of its commercial corridors can help the City competitively in the regional market.

The City has established form-based design standards for the Downtown Cocoa Redevelopment Area. The City is also partnering with the FDOT to widen U.S. 1 from four lanes to six lanes and to upgrade the aesthetics and design of the widening project by adding landscaping and gateway features. The City is coordinating with the Space Coast TPO and FDOT to improve the existing sidewalks and bike trails in the City.

The City should continue its efforts in the creation of a quality, safe and functional urban environment by establishing form-based design standards for the commercial corridors along SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519), the CRAs and the waterfront. These standards should implement the desired vision of each area.

3. Safe Community

A sense of security is one of the important characteristics of a great community. Research has shown the relationship between the environment and criminal behavior. There is a relationship between declining areas, areas of low property ownership and higher crime rates. The perception of a higher crime rate in an area results in disinvestment, a lack of maintenance and decline due to a fear of crime. In turn, the economic loss and fear escalate the opportunities for crime.

The opportunity and fear of crime can be deterred through good maintenance practices and the proper design and use of the environment. This concept is known as "Crime Prevention Through Environmental Design" or CPTED. The major premise of CPTED is that an environment can be designed to reduce the opportunities for crime and the fear of crime, without resorting to building fortresses. The primary principles of CPTED include the proper design and defined use of buildings and sites, reinforcement of territoriality and responsibility by residents, and the use of access control as well as natural surveillance.

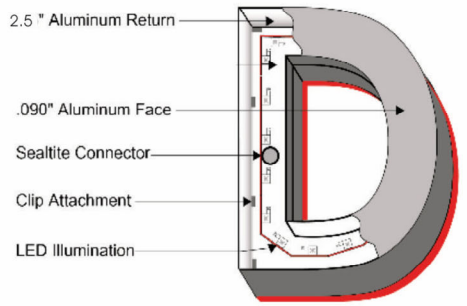
Proactive deterrence of crime depends on a thoughtful understanding of how site and building design guide human behavior. At a neighborhood scale, defining the boundaries of the neighborhood and giving it a themed identity help to establish a known "territory" that

can be defended. Defining the appropriate behavior in public areas and designing the sites to support those behaviors will deter unwanted behaviors. Controlling access to a public space so that the area can be effectively monitored and help deter vandals. Providing visual access to public areas and pedestrian routes of travel are techniques that can be applied to deter crime. The City will consider incorporating CPTED principles in its land development code.

COCOA

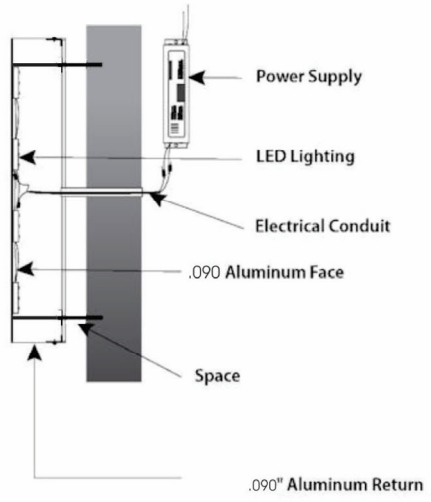
18"

108"



FRONT VIEW





4 Corners SR 520 / US Hwy 1

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SIGHT TRIANGLE 710 FEET
SOD
OVERHEAD POWER LINE
MATCHLINE: SHEET LD-6
MATCHLINE: SHEET LD-7
EXISTING R.O.W. LINE (TYP)
WATER LINE
118.0 S.Y. MULCH
1 PC
17 PM
90 JO
38 HL
LIMIT OF SOD
9 AN
9 PR-1
25.3 S.Y. MULCH
31 RIA
33 RIA
29 PA
22 JCP
25.8 S.Y. MULCH
11.8 S.Y. MULCH
15 RIA
TELEPHONE LINE
347
348
349
350
351
352
KING ST.
9
10
SANITARY LINE
22 JCP
8.2 S.Y. MULCH
10 RIA
34 PA
27.1 S.Y. MULCH
33 RIA
90 JO
17 PM
10 PR-1
1 PC
50 HL
LIMIT OF SOD
SOD
134.3 S.Y. MULCH
13.7 S.Y. MULCH
16 RIA
SOD - BAHIA
SOD-1 - ST. AUGUSTINE
SIGHT TRIANGLE REQUIRES A 2' MAXIMUM SHRUB HEIGHT AND AN 8' MINIMUM CLEAR TRUNK HEIGHT.
PROPOSED R.O.W. LINE (TYP)
36 HL
1 PC
101.3 S.Y. MULCH
SIGHT TRIANGLE REQUIRES A 2' MAXIMUM SHRUB HEIGHT AND AN 8' MINIMUM CLEAR TRUNK HEIGHT.
36 RIA
63 JO
30.2 S.Y. MULCH
15 JCP
29 PA
26.5 S.Y. MULCH
30 RIA
16 PM
LIMIT OF SOD
8 PR-1
9 AN
14.8 S.Y. MULCH
13 RIA
18.5 S.Y. MULCH
32 RIA
77 JO
27.5 S.Y. MULCH
8 PR-1
9 AN
38 HL
LIMIT OF SOD
29 PA
1 PC
18 RIA
18 JCP
104.7 S.Y. MULCH
16 PM
WATER LINE
PROPOSED R.O.W. LINE (TYP)
SIGHT TRIANGLE 710 FEET.
SIGHT TRIANGLE 710 FEET.
OVERHEAD POWER LINE
EXISTING R.O.W. LINE (TYP)
SIGHT TRIANGLE 710 FEET
MATCHLINE: SHEET LD-7
MATCHLINE: SHEET LD-8
1 PR-2
32 LCR
13 JCP
3 LJ
56 RIA
3
ALL AREAS BEHIND SIDEWALK AND TO THE RIGHT OF WAY LINE NOT DESIGNATED AS PLANTING BEDS SHALL BE SODDED WITH SEASHORE PALPALUM.
0 10' 20' 40'
SCALE: 1"=20'
NORTH

REVISIONS					
BY	DESCRIPTION	DATE	BY	DESCRIPTION	

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GIS • ENVIRONMENTAL PROFESSIONALS
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Cert. of Authorization L.B. 6680
www.millerlegg.com

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
S.R. 5	BREVARD	237592-1-52-02

S.R. 5 (U.S. 1)
LANDSCAPE PLAN

SHEET NO. LD-7

MINUTES
COCOA REDEVELOPMENT AGENCY

May 7, 2002

The Cocoa Redevelopment Agency held its regular meeting on Tuesday, May 7, 2002 in the City Council Meeting Room, located at 300 Brunson Boulevard in Cocoa, as publicly noted.

I. OPENING MATTERS

Vice Chairperson Collins called the meeting to order at 7:14 p.m. The following Agency members and officials were present:

PRESENT:	Judy Parrish	Chairperson – Attended Briefly By Phone
	Jewel Collins	Vice Chairperson
	Brenda Warner	Agency Member
	Edward Lanni	Agency Member
	Harrison Vanderslice	Agency Member
	Joseph Colombo	Agency Counsel
	Anthony Garganese	Agency Counsel

STAFF: Clarence Hulse, Assistant City Manager; Donna Renberg, Grants; Kenneth Koch, Community Development Manager; John Titkanich, Economic Development Manager, Nelson Lau, Planning Manager; Chenita Joiner, Housing Manager; Marc Dick, Landscape Architect; Denise Damiano, Recording Secretary.

Ms. Collins provided the invocation, and Ms. Warner led the assembly in the Pledge of Allegiance.

II: APPROVAL OF AGENDA AND MINUTES OF PREVIOUS MEETING

AGENDA: Regular meeting of May 7, 2002

* **MOTION by Mr. Lanni; Seconded by Mr. Vanderslice, to approve the agenda.**

THE MOTION CARRIED UNANIMOUSLY (4-0)

MINUTES: Regular meeting of May 7, 2002

* **MOTION by Mr. Lanni; Seconded by Mr. Vanderslice, to approve the minutes as presented.**

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. DELEGATIONS

No delegations noted at this time.

IV. NEW BUSINESS

1. Legal Representation for the Cocoa RDA

Mr. Titkanich revealed that on April 10, 2002 a letter was received from the law firm of Brown, Ward, Salzman and Weiss stating that the law firm no longer employed the current Cocoa RDA attorney, Joe Colombo.[1] Brown, Ward, Salzman and Weiss asked if the Cocoa RDA would like to retain Mr. Colombo as counsel or if they wished to continue with the services of the law firm. Staff recommends that Cocoa RDA continue with the services of Brown, Ward, Salzman and Weiss.[2]

* **MOTION by Mr. Vanderslice; Seconded by Ms. Warner to go with the Staff's recommendation of continuing with the services of Brown, Ward, Salzman and Weiss.**

AYES: Warner, Lanni and Vanderslice.

NAYS: Collins.

THE MOTION CARRIED 3-1 with Vice Chairperson Collins dissenting.

V. OLD BUSINESS

3. Redevelopment of southwest corner of SR520 and US1

Mr. Titkanich reminded the Board that at the last meeting, Mr. Micah Savell, President of The Right Site Inc., came before the board outlining a development opportunity and asked for the boards support or direction.

Mr. Titkanich said since that time, Staff has continued discussion with Mr. Savell and a number of concerns have arisen, such as the inability to acquire the parcels in a timely manner, reasonable cost, and the main reason: one of the parcel owners is deceased with no heirs listed. It was noted that Mr. Savell has purchased the tax certificate for the property but given the lengthy process to acquire the property it would preclude development of the site because it then becomes cost prohibitive from both the stand point of Mr. Savell and an end user, such as CVS Pharmacy.

Mr. Titkanich reminded the Board that they had indicated support for the vacation of Stone Street and the development of the site and said that Mr. Savell also went to the Diamond Square Development agency and presented them with the development plan.

[1] Please see Attachment A
[2] Please see Attachment B

Mr. Titkanich reported that Diamond Square also unanimously supported the project and pledged $25,000 in Streetscape improvements to ensure pedestrian access from the neighborhood to Hwy. 520, recognizing that the Stone Street crossing at Florida East Coast Railroad would be closed. Mr. Titkanich explained that FEC had met with the City and had acknowledged that with the number of accidents they have had in the past they have been meeting with cities up and down the coast to eliminate unnecessary crossings and are beginning the process to close the Stone Street crossing. He added that it was based on those findings that the Diamond Square Board decided to pledge money and Mr. Titkanich then advised the Board that one powerful remedy or tool at the Cocoa RDA's disposal is the power of eminent domain, especially when used for the assembling of parcels.

Mr. Titkanich recommends that the Board file papers for eminent domain action for the three parcels south of Stone Street and Staff is also asking that the Board transfer money from the Signage Program in the amount of $7,500, which will be repaid at a later date once the developer acquires the parcels from the City, for the cost of the acquisition as well as for the expenses occurred to acquire the parcels.

Vice Chairperson Collins asked for verification that regardless of any motions passed tonight, the matters would still have to come before the council. Former Agency Counsel Colombo remarked that eminent domain issues could not be advanced without the Council's approval. Agency Counsel Garganese then asked for clarification as to who was giving legal advice to the Cocoa RDA this evening and pointed out that Motion was carried in favor of retaining the services of his firm, Brown, Ward, Salzman and Weiss. Mr. Garganese went on to say that the City Council had authorized the Cocoa RDA to begin eminent domain proceedings and explained that the City Council will become involved but the matter will come back before the Cocoa RDA, which will then have to adopt a resolution stating the necessity of instituting the eminent domain proceedings. Mr. Garganese noted that a public purpose would also have to be set forth and that much of that work has already been done because a redevelopment plan to eliminate slum and blight has been established. Mr. Garganese noted that he will present the Agency with relevant paperwork at the next meeting.

* **MOTION by Mr. Vanderslice; Seconded by Chairperson Parrish, to authorize staff and the RDA Attorney to initiate eminent domain proceedings for the acquisition of three Stone Street parcels for the purposes of reassembly and development.**

THE MOTION CARRIED UNANIMOUSLY (5-0) WITH CHAIRPERSON PARRISH VOTING BY PHONE

* **MOTION by Mr. Vanderslice; Seconded by Mr. Lanni, to authorize the temporary transfer of $7,500 from the Signage Program Account to the Land Account to cover expenses associated with the acquisition of the proposed parcels, expenses including two independent real estate appraisals of each parcel so property owners receive just and fair value.**

THE MOTION CARRIED UNANIMOUSLY (5-0) WITH CHAIRPERSON PARRISH VOTING BY PHONE

Chairperson Parrish then left the meeting, terminating her phone call at 7:28 p.m.

III. DELEGATIONS

George Vanderhall, 705 Howard Street, Cocoa, voiced concerns that Diamond Square RDA was unaware that eminent domain was involved in the process when they pledged Streetscape Improvements for the redevelopment of the southwest corner of SR520 and US1.

Mr. Vanderhall took a moment to commend Staff members, mentioning Mr. Vanderslice in particular, for their economic savvy in obtaining funding.

James F. Ford, 705 Aurora Avenue, Cocoa, remarked that eminent domain might negatively affect some residents and lead to problems. Vice Chairperson Collins said that the Council and Cocoa RDA would revisit the subject of eminent domain as pertaining to the redevelopment of the southwest corner of SR520 and US1.

Former Counsel Colombo left the meeting at 7:32 p.m. Vice Chairperson Collins thanked Mr. Colombo for his efforts.

IV. NEW BUSINESS

1. Legal Representation for the Cocoa RDA

See above – Discussion immediately following Approval of Agenda and Minutes of previous meeting.

2. Lee Wenner T-Dock Upgrade – Cocoa Belle

Mr. Koch said that in November, Staff had been asked to investigate the cost and feasibility of T-Dock commercial upgrades for cruise, dinner, and charter boats at Lee Wenner Park. The Downtown RDA Plan does include some discussion about commercial docking for dinner and charter boats as secondary priority projects[3] and Staff has been working on possible improvements to the T-Dock project. Mr. Koch said the estimate for improvement to the T-Docks is approximately $18,000, with the funds providing better pilings, upgrades to needed areas, and the possible installation of lighting fixtures.

Staff is asking Cocoa RDA for a budget transfer of $18,000 from the Contingency Account to the T-Dock Improvement Account with improvements being pending on State approval of commercial vessels dockage at Lee Wenner Park and an RFP process from Brevard County for competitive bid in order to operate out of Lee Wenner Park.[4]

[3] Please see Attachment C
[4] Please see Attachment D

ZONING MAP AMENDMENT APPLICATION (MAP ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Existing Zoning Category:** **C-P Commercial Parkway District**
2. **Proposed Zoning Category:** **C-N Neighborhood Commercial**
3. **Existing Future Land Use Category: MU Mixed Use**
4. **Proposed Future Land Use Category (*if applicable*):**
5. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): Doty Solik Law

   Name: Mary D. Solik, Esq.

   Mailing Address: 121 S. Orange Ave STE 1500

   City: Orlando State: FL Zip Code: 32801

   Phone #: 407 378 7868 Fax #:

   Mobile #: 407 925 4738 E-mail: msolik@dotysoliklaw.com

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

   Company (if applicable): Biscaya Cocoa Holdings, LLC

   Name: Pablo Camposano and Oded M. Kaiser

   Mailing Address: 325 S Biscayne Blvd. Unit 3423

   City: Miami State: FL Zip Code: 33131

   Phone #: Fax #:

   Mobile #: 786 326 7500 E-mail: omaxkaiser@gmail.com

7. **Property Information:**

Street Address and Location: 301 S. Cocoa Blvd, Cocoa, FL Complete Parcel list attached_____

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

☐☐☐☐☐☐☐ ☐☐☐☐☐☐☐

Land Area: _____ square feet or 1.39 acres_____ acres

Existing Use(s) on Property: Property is vacant_____

Proposed Use(s) on Property: Commercial uses consistent with C-N Zoning_____

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

a. ☒ **Notarized application.**

b. ☒ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to **servicedesk@brevardfl.gov** and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

c. ☒ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

d. ☒ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

e. ☒ **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. A sample "Letter of Authorization" form is available from the City.

f. ☒ **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).

g. ☒ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

h. ☒ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

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

9. **Application filing deadline.** The application filing deadline is on the first day of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

12. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

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

14. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

15. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

16. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

17. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

18. In order to approve a zoning map amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(1) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council. Use extra sheets if necessary.

a. **Whether or not the proposed change is contrary to the established land use pattern.**

No. The subject property is at the southwest corner of SR 520 and US1, both heavily traveled commercial corridors.

b. **Whether or not the proposed change would create an isolated district unrelated to adjacent and nearby districts.**

No. adjacent and nearby properties all have commercial zoning.

c. **Whether or not 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.**

No residential development is proposed. The subject property was previously improved with commercial uses and no new

Utility demands are created by the proposed change.

d. **Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

No.

e. **Whether or not the proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.**

No. The rezoning is being requested to bring the subject property into compliance with the land use plan. The current Zoning is inconsistent with the MU Future Land Use designation.

f. **Whether or not changed or changing conditions make the passage of the proposed amendment necessary.**

Yes. The change in the FLU designation of the property from Commercial to MU has rendered the current zoning Inconsistent with the FLU map.

g. Whether or not the proposed change will adversely influence living conditions in the neighborhood.

No. The property has historically been developed with commercial uses and is separated from the nearest Neighborhood by RR tracks.

h. Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

No.

i. Whether or not the proposed change will create a drainage problem.

No. The subject property was previously developed with commercial uses without code compliant stormwater Management. Any new development will have to meet current code standards for drainage.

j. Whether or not the proposed change will seriously reduce light and air to adjacent areas.

No.

k. Whether or not the proposed change will adversely affect property values in the adjacent areas.

No. The proposed change is to a less intense commercial zoning than the current zoning.

l. Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

No.

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

No.

n. Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.

Yes. The current zoning is inconsistent with the FLU designation on the subject property. The property cannot be Used at all until the inconsistency is corrected.

o. Whether or not the change suggested is out of scale with the needs of the neighborhood.

No.

p. Whether or not the it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Without the change the property owners are deprived of any use of their property.

19. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF ORANGE. I, MARY D. SOLIK 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 applicable petition, 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.

Mary D Solik
(APPLICANT SIGNATURE)

Machele Rowe
Comm.#GG949073
Expires: May 18, 2024
Bonded Thru Aaron Notary
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Machelle Rowe
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 13th day of DECEMBER, 20 23

FOR OFFICE USE ONLY

Fee of $_____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

BISCAYA COCOA HOLDINGS, LLC

Parcel List

24-36-33-31-A-5

24-36-33-31-C-1

24-36-33-31-D-11

24-36-33-31-D-12

24-36-33-31-D-13

24-36-33-31-C-2

24-36-33-31-*-R.1

24-36-33-31-*-R.2

24-36-33-31-*-R.3

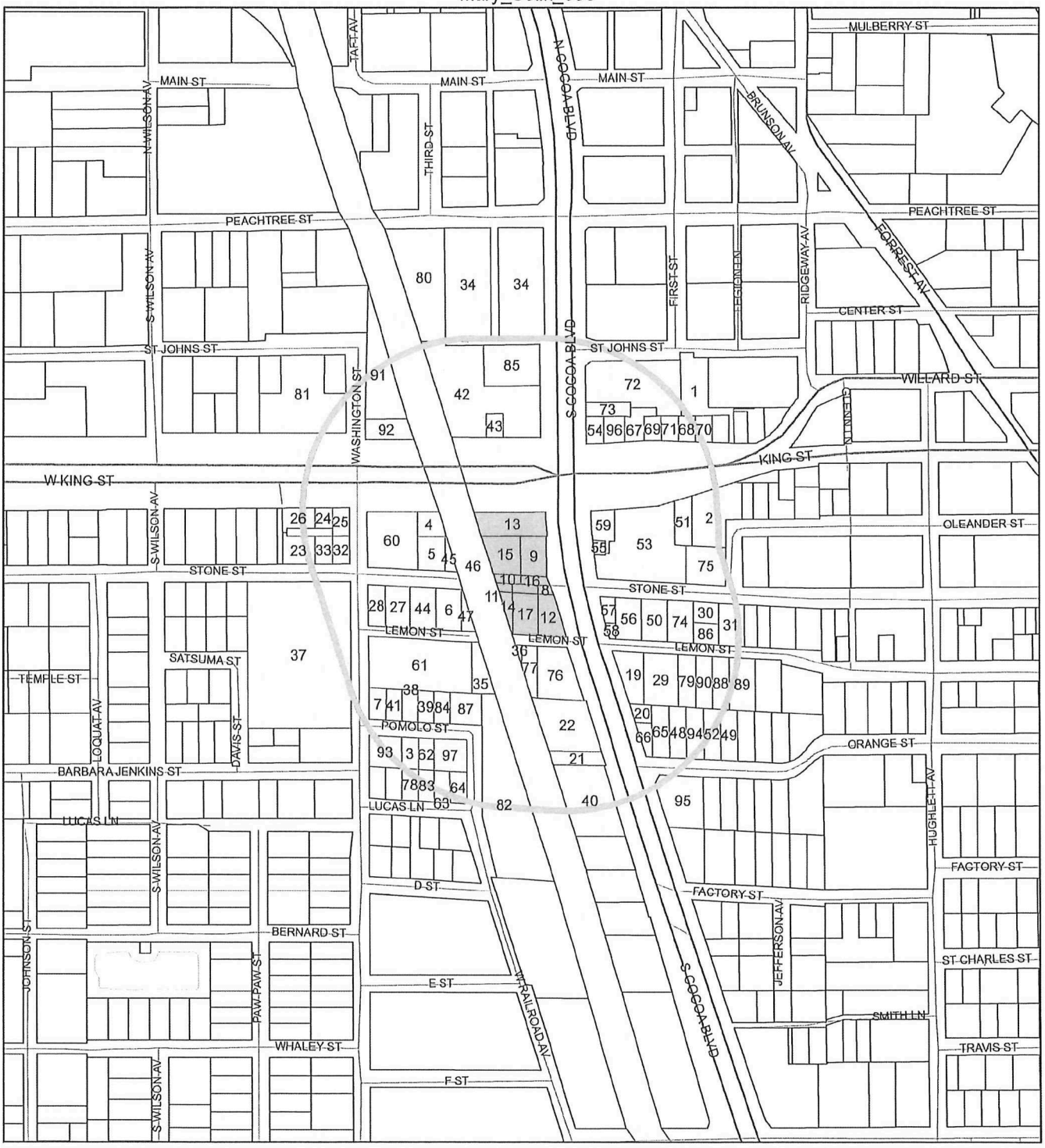
24-36-33-31-*-R.4

24-36-33-31-*-R.5

RADIUS MAP

BISCAYA COCOA HOLDINGS LLC

Mary_Solik_500



N

W E

S

1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 12/7/2023

Buffer

Subject Property

Notify Property

Parcels

58-70 57TH ROAD REALTY LLC
33 MATINECOCK AVE
PORT WASHINGTON NY 11050-2102

ADRENALINE ARCHITECTS LLC
453 KING ST
COCOA FL 32922-7621

AS INVESTMENTS LLC
10549 MERE PKWY
ORLANDO FL 32832-6153

AUSTIN, DANIEL,JR
935 BOWING LN
ROCKLEDGE FL 32955-4015

AUSTIN, DANIEL,JR
1113 HICKORY LN
COCOA FL 32922-6719

BELL, CHRISTINE
360 POMOLO ST
COCOA FL 32922-7447

BISCAYA COCOA HOLDINGS LLC
325 S BISCAYNE BLVD, APT 3423
MIAMI FL 33131-2476

BREVARD STONE INC
403 S COCOA BLVD
COCOA FL 32922-

BROWN, GEORGE L JR TRUSTEE
555 KING ST W
COCOA FL 32922-

BROWN, GEORGE L,JR
555 W KING ST
COCOA FL 32922-7421

BRYANT, JANIE B
BRYANT, PURVETTE A
1139 TARPON DR
ROCKLEDGE FL 32955-

BRYANT, PURVETTE A
1820 BARRINGTON CIR
ROCKLEDGE FL 32955-3062

BZDUN, MIECZSLAW
1908 RANCH ESTATE DR
ORLANDO FL 32825-8407

CASITA ENTERPRISES LLC
750 GLENGARRY DR
MELBOURNE FL 32940-1866

CATCHINGS, MARY E
7107 CLAYMORE AVENUE
HYATTSVILLE MD 20782-

COCOA LODGE 55 F&AM
PO BOX 7
COCOA FL 32923-0007

COCOA LODGE NO 55 F & AM INC
C/O PHILLIP J WILISON
PO BOX 7
COCOA FL 32923-0007

COCOA, CITY OF
65 STONE STREET
COCOA FL 32922-

COWHAM, RAYMOND
14 PINE GLEN RD
HILLSBOROUGH NH 03244-4522

DAWSON, BEULAH J
PO BOX 341
COCOA FL 32923-0341

DRAKE, WILLIE LEE III
356 POLOMO ST
COCOA FL 32922-

EAST FLORIDA MOTOR SALES INC
4650 HIGHWAY 520
COCOA FL 32926-2333

EAST FLORIDA MOTORS SALES INC
4650 HIGHWAY 520
COCOA FL 32926-2333

EVERETT, ROBERT W
EVERETT, MAE E ET AL
16243 SW 107TH PLACE
MIAMI FL 33157-

FINK, MARK H
61 S BALDWIN AVE, UNIT 1162
SIERRA MADRE CA 91025-7055

FLORIDA EAST COAST RAILWAY LLC
7150 PHILIPS HWY
JACKSONVILLE FL 32256-6802

FLORIDA, STATE OF (DOT)
719 S WOODLAND BLVD
DELAND FL 32720-

GREENWOOD, ALECK J
640 BREVARD AVE #201
COCOA FL 32922-

GREENWOOD, ALECK J
PO BOX 1077
COCOA FL 32923-1077

HACIENDAS LLC
750 GLENGARRY DRIVE
MELBOURNE FL 32940-1866

IBRAHIM & HAROON REALESTATE INC
1910 ROCKLEDGE BLVD
ROCKLEDGE FL 32955-

JORDAN, JOHN A
1783 HAZELTON NW ST NW
PALM BAY FL 32907-7072

KABBOORD PROPERITES INC
3201 N ATLANTIC AVE
COCOA BCH FL 32931-

KABBOORD PROPERTIES II LLC
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD PROPERTIES INC
3201 N ATLANTIC AVE
COCOA BCH FL 32931-

KABBOORD, DAVID WAYNE
KABBOORD, JOHN JAMES
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD, JOHN J,JR
KABBOORD, DAVID W
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD, WILLIAM D
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

LEGEND REALTY DEVELOPMENT CORPORATION
543 PALM DR
HALLANDALE BEACH FL 33009-6533

LEVENSALER, TIMOTHY
LEVENSALER, ARLET
PO BOX 542349
MERRITT ISLAND FL 32954-2349

MAPP, DOUGLAS O'NEAL
BULLOCK, SYLVIA LEE
880 GLADIOLA CIR, APT 356
ROCKLEDGE FL 32955-6258

MARILYN A ARNOLD TRUST
1102 EGRET LAKE WAY
MELBOURNE FL 32940-6862

MAROTTO, JOHN
4370 COQUINA AVE
TITUSVILLE FL 32780-6524

METROPOLITAN BAPTIST CHURCH
474 KING ST
COCOA FL 32922-7622

METROPOLITAN BAPTIST CHURCH INC
474 KING ST
COCOA FL 32922-

METROPOLITAN BAPTIST CHURCH OF COCOA INC
474 KING ST
COCOA FL 32922-

METROPOLITAN BAPTIST CHURCH OF COCOA INC
PO BOX 758
COCOA FL 32923-0758

METROPOLITAN BAPTIST CHURCH OF COCOA INC
474 KINGS ST
COCOA FL 32922-

MOUNT MORIAH AFRICAN METHODIST EPISCOPAL CHURCH
223 OLEANDER ST
COCOA FL 32922-

MOUNT MORIAH AFRICAN METHODIST EPISCOPAL CHURCH OF COCOA INC
223 OLEANDER ST
COCOA FL 32922-7695

NEGRI PROPERTY LLC
401 S COCOA BLVD
COCOA FL 32922-7699

NEGRI, GERALD M
780 BUTTONWOOD DR
MERRITT ISLAND FL 32953-4611

NICOLE LEANN INVESTMENTS LLC
668 WING TER
DELTONA FL 32725-7038

NORBURY, VONNAY
1007 MONTCLAIR RD
COCOA FL 32922-6355

PRICE, THOMAS J JR
ABRUZZO-PRICE, THERESA TRUSTEES
1996 US HIGHWAY 1 S
ROCKLEDGE FL 32955-

R & R COCOA LLC
246 MCLEAN PT
WINTER HAVEN FL 33884-4135

RAILROAD AVENUE WAREHOUSE COMPLEX LLC
626 OLD DIXIE HWY SW
VERO BEACH FL 32962-4536

RICH, CHEVAYA D
704 GEORGIA AVE N
COCOA FL 32922-

RIVERA, MANUEL ANTONIO TORO
1456 FLEDGLING CT
ORLANDO FL 32837-8112

ROSCHMAN PARTNERS
6300 NE 1ST AVE STE 300
FORT LAUDERDALE FL 33334-

ROSSIELLO, DOMINIC
750 GLENGARRY DR
MELBOURNE FL 32940-1866

RUIZ, MANUEL C
6 WESTVIEW LN
COCOA BEACH FL 32931-2621

SANDS REVOCABLE TRUST
1370 WAR EAGLE BLVD
TITUSVILLE FL 32796-1530

SHAND, TANIA A
SHAND, ITSELDA M
1901 VERMONT AVE NW
WASHINGTON DC 20001-

STONE, JANORISE TRUSTEE
516 KING ST
COCOA FL 32922-4501

STONE, RICHARD E
STONE, DAISY
516 W KING ST
COCOA FL 32922-4501

TOWERBRIDGE INC
773 CITRUS COVE DR
WINTER GARDEN FL 34787-5221

TR CORP/GREATER ST PAUL BAPTIST
CHURCH OF COCOA FLORIDA INC
213 STONE ST
COCOA FL 32926-

WHEALY HOLDINGS LLC
2758 TRAILS AT HIDDEN HBR
MERRITT ISLAND FL 32952-4175

WILLIAM D KABBOORD TRUST
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

WILLIAMS, LASCELLE B
WILLIAMS, EVELYN M
345 POMOLO ST
COCOA FL 32922-7446

Ellis, Clerk of Courts, Brevard County Doc. D: $10500.00

This instrument prepared by
and after Recording return to:
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
605 Lincoln Road, Suite 210
Miami Beach, FL 33139

Folio No. 24-36-33-31-0000C.0-0002.00
Folio No. 24-36-33-31-0000C.0-0001.00
Folio No. 24-36-33-31-0000A.0-0005.00

(For Recorder's Use Only)

TRUSTEE'S WARRANTY DEED

(301 & 305 S. Cocoa Blvd., Cocoa, FL 32922)

THIS TRUSTEE'S WARRANTY DEED, dated as of March 10th, 2017, between **EVA IRENE CRUMB, AN UNMARRIED WIDOW, INDIVIDUALLY AND AS TRUSTEE OF THE EVA IRENE CRUMB REVOCABLE TRUST DATED JULY 17, 2014** both with an address of PO Box 8489, Cocoa FL 34942 (collectively "Grantor"), and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, with an address of 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, grants, bargains, sells and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **301 & 305 S. Cocoa Blvd., Cocoa, FL 32922** legally described as follows ("Property"):

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2017 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the GRANTOR does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO TRUSTEE'S WARRANTY DEED

(301 & 305 S. Cocoa Blvd., Cocoa, FL 32922)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered
in the presence of:

Eva Irene Crumb

EVA IRENE CRUMB, INDIVIDUALLY AND AS TRUSTEE OF THE EVA IRENE CRUMB REVOCABLE TRUST DATED JULY 17, 2014

Sign Name: _____
Witness #1

Print Name: TIMOTHY PICKLES

Sign Name: Janet M. Meadows
Witness #2

Print Name: JANET M. MEADOWS

STATE OF FLORIDA)
) **SS:**
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 9th day of March 2017, by Eva Irene Crumb, individually and as Trustee of the Eva Irene Crumb Revocable Trust dated July 17, 2014. She is personally known to me or has produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

Print Name: _____
NOTARY PUBLIC

Serial No. (none, if blank): _____

NOTARY PUBLIC STATE OF FLORIDA
TIMOTHY R. PICKLES
MY COMMISSION # GG 001818
EXPIRES: July 16, 2020
Bonded Thru Budget Notary Services

EXHIBIT "A" LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

PARCEL 1:

Lot 1, Block C, less road right-of-way, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida.

PARCEL 2:

That part of Lots 5, 6 and 7, in Block A, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

Also known as:
That portion of Lots 5, 6 and 7, Block "A", LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, lying South of the road right of way of State Road No. 520 and East of the right of way line of the Florida East Coast Railway, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

PARCEL 3:

Lot 2, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

Also: Begin at the Southeast corner of Lot 3, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; thence run along the South line of said Lot West to the East side of the right-of-way of the Florida East Coast Railway, thence run the East side of said railroad right-of-way Northwesterly to the North line of said Lot 3, thence run the North line of said Lot 3 East to the Northeast corner thereof, thence run the East line of said Lot South to the point of beginning, excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

PARCEL 4:

A portion of vacated Stone Street as shown in City of Cocoa Resolution No. 2016-103, recorded in Official Record Book 7724, Page 150 in the Public Records of Brevard County, Florida, more particularly described as follows:

The North half of the following described parcel abutting said Parcels 1 and 3:

That portion of Stone Street (said street being an un-named 50 foot wide right-of-way dedicated by "LAPHAM'S SUBDIVISION", recorded in Plat Book 2, Page 6 and re-dedicated as Magnolia Street by "SUNNYSIDE ADDITION TO COCOA, FLORIDA", recorded in Plat Book 2, Page 34, both of the Public Records of Brevard County, Florida), which lies west of the west right-of-way line of U.S. Highway No. 1 and east of the east right-of-way line of the Florida East Coast Railway (a 100 foot wide right-of-way), more particularly described as follows: Begin at the Southeast corner of Lot 1, Block "C" of "LAPHAM'S SUBDIVISION" recorded in Plat Book 2, Page 6 of the Public Records of Brevard County, Florida, (said point being on the west right-of-way line of U.S. Highway No.1 as defined by Florida Department of Transportation Right of Way Maps, Section 70020, W.P.I. 5110519, F.P. 237592-1, dated 7/30/04), thence run west, along the north right-of-way line of Stone Street, a distance of 156 feet, more or less, to a point on the east right-of-way line of the Florida East Coast Railway; thence southeasterly, along said east right-of-way line, a distance of 53.5 Feet, more or less, to a point on the south right-of-way line of said Stone Street; thence east, along said south right-of-way, a distance of 160 FEET, more or less, to an intersection with the west right-of-way line of U.S. Highway No. 1 (a variable width right-of-way) as defined by the aforesaid Florida Department of Transportation Right of Way Maps; thence northwesterly, a distance of 55 Feet, more or less to the Point of Beginning.

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0012.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 2, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 2, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **341 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 12, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 2, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 2, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name: _____
Witness #1

Print Name: CHARLES H. RATNER
Witness #1

By: _____
Oded M. Kaiser, Manager

By: _____
Pablo A. Camposano, Manager

Sign Name: _____
Witness #2

Print Name: Karen Hamandi
Witness #2

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ___ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 2, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me or have produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

Print Name: CHARLES H. RATNER
NOTARY PUBLIC

Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0013.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 3, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 3, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **347 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 13, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 3, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 3, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name: _____
Witness #1

CHARLES H. RATNER
Print Name: _____
Witness #1

By: _____
Oded M. Kaiser, Manager

Sign Name: _____
Witness #2

Karen Hamandi
Print Name: _____
Witness #2

By: _____
Pablo A. Camposano, Manager

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 3, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me or have produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

CHARLES H. RATNER
Print Name: _____
NOTARY PUBLIC
Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0011.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 1, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 1, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **337 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 11, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida, LESS road right-of-way.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 1, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 1, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name:_____
Witness #1

Print Name: CHARLES H. RATNER
Witness #1

By:_____
Oded M. Kaiser, Manager

By:_____
Pablo A. Camposano, Manager

Sign Name:_____
Witness #2

Print Name: Karen Hamandi
Witness #2

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 1, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me ~~or have produced~~ _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name:_____

Print Name: CHARLES H. RATNER

NOTARY PUBLIC

Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

PROPERTY OWNER
LETTER OF AUTHORIZATION

APPLICATION REQUEST:

Zoning Map Amendment

AFFECTED PROPERTY: List the Parcel/Tax IDs that are subject to this Letter of Authorization. If there are more than four Parcel/Tax IDs, complete additional Letters of Authorization containing the additional Parcels/Tax IDs.

SEE ATTACHED PARCEL LIST

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

STATE OF Florida COUNTY OF Miami - Dade

I, Oded M. Kaiser, Manager of Biscaya Cocoa Holdings, LLC being first duly sworn, depose and say that I am the fee simple owner of the above-described property, and I hereby authorize

Mary D. Solik of Doty Solik Law to serve as agent on my behalf for the purpose of making and executing this application request. Also, I fully understand that any representation(s) made on my behalf, by my authorized representative, shall be legally binding on me and my aforesaid property as if I myself had made said representation(s).

(OWNER SIGNATURE)

Personally Known ✓ OR Produced Identification ✓

Type of I.D. Produced _____

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

Notary Public State of Florida
Blanca C Vega
My Commission HH 421283
Expires 7/13/2027

Blanca C. Vega

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 07 day of December, 20 23.

Rev. 4-30-09

BISCAYA COCOA HOLDINGS, LLC

Parcel List

24-36-33-31-A-5

24-36-33-31-C-1

24-36-33-31-D-11

24-36-33-31-D-12

24-36-33-31-D-13

24-36-33-31-C-2

24-36-33-31-*-R.1

24-36-33-31-*-R.2

24-36-33-31-*-R.3

24-36-33-31-*-R.4

24-36-33-31-*-R.5

Detail by Entity Name

Florida Limited Liability Company
BISCAYA COCOA HOLDINGS, LLC

Filing Information

Document Number	L15000184312
FEI/EIN Number	81-1824590
Date Filed	10/29/2015
Effective Date	10/29/2015
State	FL
Status	ACTIVE

Principal Address

325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Changed: 03/15/2021

Mailing Address

325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Changed: 03/15/2021

Registered Agent Name & Address

CHARLES RATNER, P.A.
605 LINCOLN ROAD
SUITE 210
MIAMI BEACH, FL 33139

Address Changed: 04/10/2017

Authorized Person(s) Detail

Name & Address

Title MGR

KAISER, ODED M
325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Title MGR

CAMPOSANO, PABLO A
8525 SW 54 CT
MIAMI, FL 33143

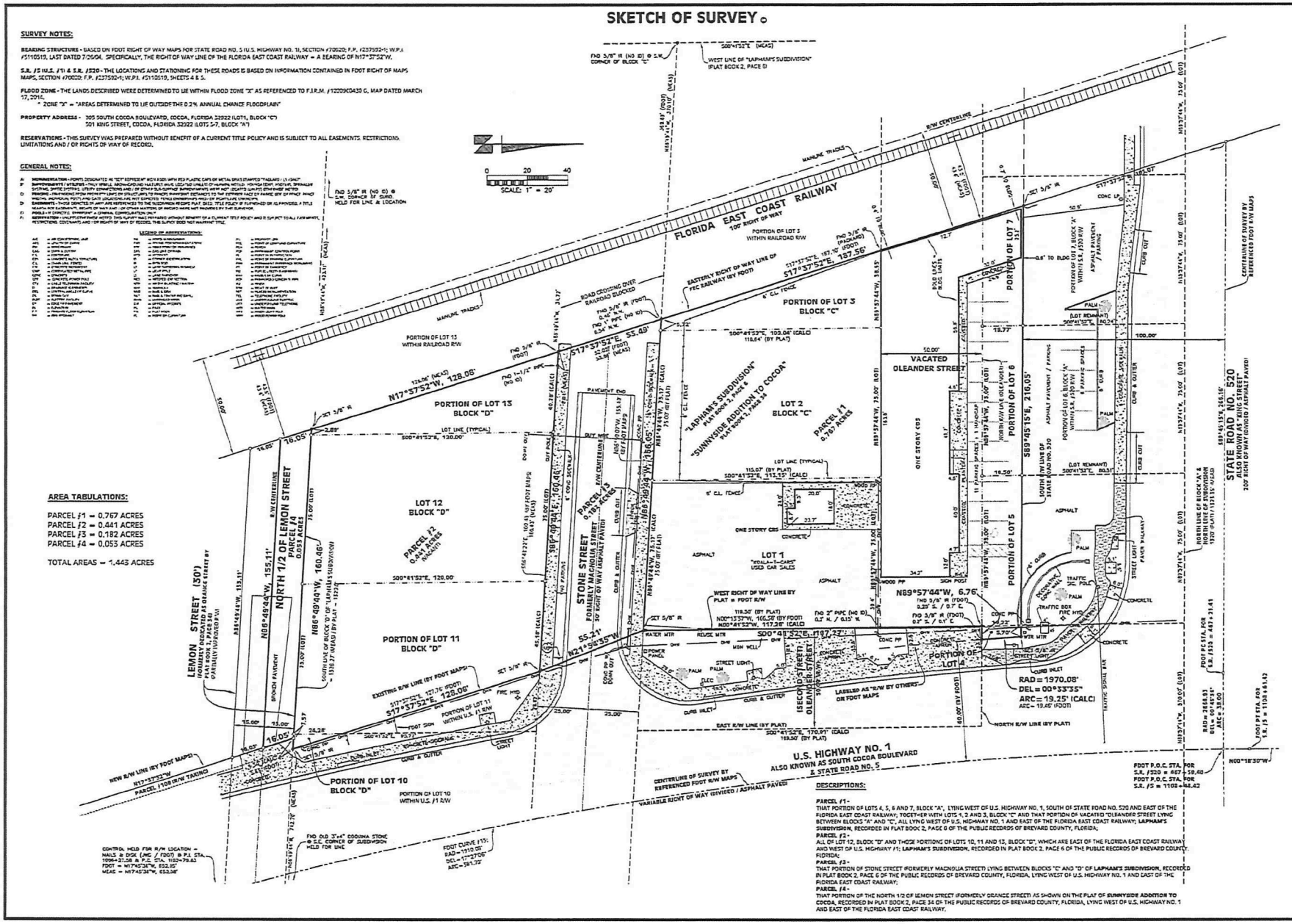
Annual Reports

Report Year	Filed Date
2021	03/15/2021
2022	01/27/2022
2023	03/30/2023

Document Images

03/30/2023 -- ANNUAL REPORT	View image in PDF format
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03/15/2021 -- ANNUAL REPORT	View image in PDF format
02/21/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
04/03/2018 -- ANNUAL REPORT	View image in PDF format
04/10/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
10/29/2015 -- Florida Limited Liability	View image in PDF format

SKETCH OF SURVEY



SURVEY NOTES:

BEARING STRUCTURE - BASED ON FDOT RIGHT OF WAY MAPS FOR STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1), SECTION #70020, F.P. #237592-1; W.P.I #5110519, LAST DATED 7/09/04. SPECIFICALLY, THE RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY = A BEARING OF N17°37'52"W.

S.R. #5 (U.S. #1) & S.R. #520 - THE LOCATIONS AND STATIONING FOR THESE ROADS IS BASED ON INFORMATION CONTAINED IN FDOT RIGHT OF WAYS MAPS, SECTION #70020: F.P. #237592-1; W.P.I. #5110519, SHEETS 4 & 5.

FLOOD ZONE - THE LANDS DESCRIBED WERE DETERMINED TO LIE WITHIN FLOOD ZONE "X" AS REFERENCED TO F.I.R.M. #12009C0433 G, MAP DATED MARCH 17, 2014.
* ZONE "X" = "AREAS DETERMINED TO LIE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"

PROPERTY ADDRESS - 305 SOUTH COCOA BOULEVARD, COCOA, FLORIDA 32922 (LOT1, BLOCK "C")
201 KING STREET, COCOA, FLORIDA 32922 (LOTS 5-7, BLOCK "A")

RESERVATIONS - THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

GENERAL NOTES:

- A: MONUMENTATION - POINTS DESIGNATED AS "SET" REPRESENT INCH ROD WITH RED PLASTIC CAPS OR METAL DISK STAMPED "PACKARD / LS 6947"
- B: IMPROVEMENTS / UTILITIES - ONLY VISIBLE, ABOVE-GROUND NATURAL AND MAN-MADE OBJECTS OF HUMAN INTEREST, HOWEVER, SPRINKLER SYSTEMS, WATER SYSTEMS, UTILITY CONNECTIONS AND / OR OTHER SUBSURFACE IMPROVEMENTS, WERE NOT LOCATED UNLESS OTHERWISE NOTED.
- C: FENCING - DISTANCES FROM PROPERTY LINES OR STRUCTURES TO FENCES, PAVEMENT DISTANCES TO THE EXTERIOR FACE OF FENCE, SIDE OF FENCE, AND/OR WIDTHS, INDIVIDUAL POSTS, AND GATE LOCATIONS ARE NOT DEPICTED. FENCE OWNERSHIPS UNLESS OTHERWISE NOTED.
- D: EASEMENTS - UNLESS DIRECTED BY ANY INTERESTED TO THE CONTRARY BEFORE PLAT SALE, TITLE POLICY IF FURNISHED OR AS PROVIDED A TITLE COMMITMENT OR OPINION, REPORT OR DATA AND / OR OTHER MATTERS OF RECORD WERE NOT PROVIDED BY THE SURVEYOR.
- E: BOUNDARY LINES - DESCRIPTIONS AND/OR BOUNDARY LINES DEPICTED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND / OR RIGHTS OF WAY OF RECORD. THE SURVEY DOES NOT WARRANT TITLE.

LEGEND OF ABBREVIATIONS:

A/C = AIR CONDITIONER UNIT	FIRM = FLOOD INSURANCE RATE MAP	PROP. = PROPERTY LINE
ASPH. = ASPHALT PAVEMENT	FIP = FOUND IRON PIPE	P.O.B. = POINT OF BEGINNING
BLDG. = BUILDING	FIR = FOUND IRON ROD	P.O.C. = POINT OF COMMENCEMENT
BM = BENCH MARK	FIRC = FOUND IRON ROD & CAP	P.R.M. = PERMANENT REFERENCE MONUMENT
C = CALCULATED	FND = FOUND	P.C.P. = PERMANENT CONTROL POINT
CALC = CALCULATED	FPC = FOUND PIPE & CAP	R = RADIUS
CATV = CABLE TV	FPK = FOUND PK NAIL	R/W = RIGHT OF WAY
CB = CATCH BASIN	FPKC = FOUND PK NAIL & CAP	RCP = REINFORCED CONCRETE PIPE
CBS = CONCRETE BLOCK STRUCTURE	FSIR = FOUND SET IRON ROD	RES. = RESIDENCE
CH = CHORD	FSIRC = FOUND SET IRON ROD & CAP	SEC. = SECTION
CL = CENTERLINE	GAR. = GARAGE	SIR = SET IRON ROD
CLF = CHAIN LINK FENCE	I.D. = IDENTIFICATION	SIRC = SET IRON ROD & CAP
CONC. = CONCRETE	INV. = INVERT	SPK = SET PK NAIL
CPP = CONCRETE POWER POLE	L = ARC LENGTH	SPKC = SET PK NAIL & CAP
D = DEED	LB = LICENSED BUSINESS	TEL. = TELEPHONE
DEL = DELTA ANGLE	M = MEASURED	TYP. = TYPICAL
DRIVE = DRIVEWAY	MAS = MASONRY	UP = UTILITY POLE
E = EAST	MB = MAP BOOK	W = WEST
EL. = ELEVATION	MES = MASONRY ENCLOSURE STRUCTURE	WM = WATER METER
ENCL. = ENCLOSURE	MH = MANHOLE	WV = WATER VALVE
EOP = EDGE OF PAVEMENT	N = NORTH	
EOW = EDGE OF WATER	NAD = NORTH AMERICAN DATUM	
FD = FOUND	NGVD = NATIONAL GEODETIC VERTICAL DATUM	
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	NTS = NOT TO SCALE	
FF = FINISHED FLOOR	OHW = OVERHEAD WIRES	
FFE = FINISHED FLOOR ELEVATION	PB = PLAT BOOK	
FH = FIRE HYDRANT	PG = PAGE	

AREA TABULATIONS:

PARCEL #1 = 0.767 ACRES
PARCEL #2 = 0.441 ACRES
PARCEL #3 = 0.182 ACRES
PARCEL #4 = 0.053 ACRES

TOTAL AREAS = 1.443 ACRES

DESCRIPTIONS:

PARCEL #1 -
THAT PORTION OF LOTS 4, 5, 6 AND 7, BLOCK "A", LYING WEST OF U.S. HIGHWAY NO. 1, SOUTH OF STATE ROAD NO. 520 AND EAST OF THE FLORIDA EAST COAST RAILWAY; TOGETHER WITH LOTS 1, 2 AND 3, BLOCK "C" AND THAT PORTION OF VACATED "OLEANDER STREET LYING BETWEEN BLOCKS "A" AND "C", ALL LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY; LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

PARCEL #2 -
ALL OF LOT 12, BLOCK "D" AND THOSE PORTIONS OF LOTS 10, 11 AND 13, BLOCK "D", WHICH ARE EAST OF THE FLORIDA EAST COAST RAILWAY AND WEST OF U.S. HIGHWAY #1; LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

PARCEL #3 -
THAT PORTION OF STONE STREET (FORMERLY MAGNOLIA STREET) LYING BETWEEN BLOCKS "C" AND "D" OF LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY;

PARCEL #4 -
THAT PORTION OF THE NORTH 1/2 OF LEMON STREET (FORMERLY ORANGE STREET) AS SHOWN ON THE PLAT OF SUNNYSIDE ADDITION TO COCOA, RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

Date: 7/20/15

REVISIONS
ORIGINAL SURVEY DATE
MAP/BOUNDARY SURVEY

r.m. packard
SURVEYING & MAPPING, INC.
197 BOUGAINVILLEA DRIVE / SUITE "D"
ROCKLEDGE, FLORIDA 32955
TEL: (321) 639-4646 FAX: (321) 639-4952
WWW.RMPACKARD.COM

BOUNDARY SURVEY FOR:
BISCAYA COCOA HOLDINGS, LLC

DRAWN BY: RMP
CHK'D BY:
DATE: 7/20/15
DWG #: D-15-160
NOTES: FILES
JOB #: 15-160

SHEET 1 OF 1

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

PARCEL 1:

Lot 1, Block C, less road right-of-way, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida.

PARCEL 2:

That part of Lots 5, 6 and 7, In Block A, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

Also known as:
That portion of Lots 5, 6 and 7, Block "A", LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, lying South of the road right of way of State Road No. 520 and East of the right of way line of the Florida East Coast Railway, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

PARCEL 3:

Lot 2, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

Also: Begin at the Southeast corner of Lot 3, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; thence run along the South line of said Lot West to the East side of the right-of-way of the Florida East Coast Railway, thence run the East side of said railroad right-of-way Northwesterly to the North line of said Lot 3, thence run the North line of said Lot 3 East to the Northeast corner thereof, thence run the East line of said Lot South to the point of beginning, excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

PARCEL 4:

A portion of vacated Stone Street as shown in City of Cocoa Resolution No. 2016-103, recorded in Official Record Book 7724, Page 150 in the Public Records of Brevard County, Florida, more particularly described as follows:

The North half of the following described parcel abutting said Parcels 1 and 3:

That portion of Stone Street (said street being an un-named 50 foot wide right-of-way dedicated by "LAPHAM'S SUBDIVISION", recorded in Plat Book 2, Page 6 and re-dedicated as Magnolia Street by "SUNNYSIDE ADDITION TO COCOA, FLORIDA", recorded in Plat Book 2, Page 34, both of the Public Records of Brevard County, Florida), which lies west of the west right-of-way line of U.S. Highway No. 1 and east of the east right-of-way line of the Florida East Coast Railway (a 100 foot wide right-of-way), more particularly described as follows: Begin at the Southeast corner of Lot 1, Block "C" of "LAPHAM'S SUBDIVISION" recorded in Plat Book 2, Page 6 of the Public Records of Brevard County, Florida, (said point being on the west right-of-way line of U.S. Highway No.1 as defined by Florida Department of Transportation Right of Way Maps, Section 70020, W.P.I. 5110519, F.P. 237592-1, dated 7/30/04), thence run west, along the north right-of-way line of Stone Street, a distance of 156 feet, more or less, to a point on the east right-of-way line of the Florida East Coast Railway; thence southeasterly, along said east right-of-way line, a distance of 53.5 Feet, more or less, to a point on the south right-of-way line of said Stone Street; thence east, along said south right-of-way, a distance of 160 FEET, more or less, to an intersection with the west right-of-way line of U.S. Highway No. 1 (a variable width right-of-way) as defined by the aforesaid Florida Department of Transportation Right of Way Maps; thence northwesterly, a distance of 55 Feet, more or less to the Point of Beginning.

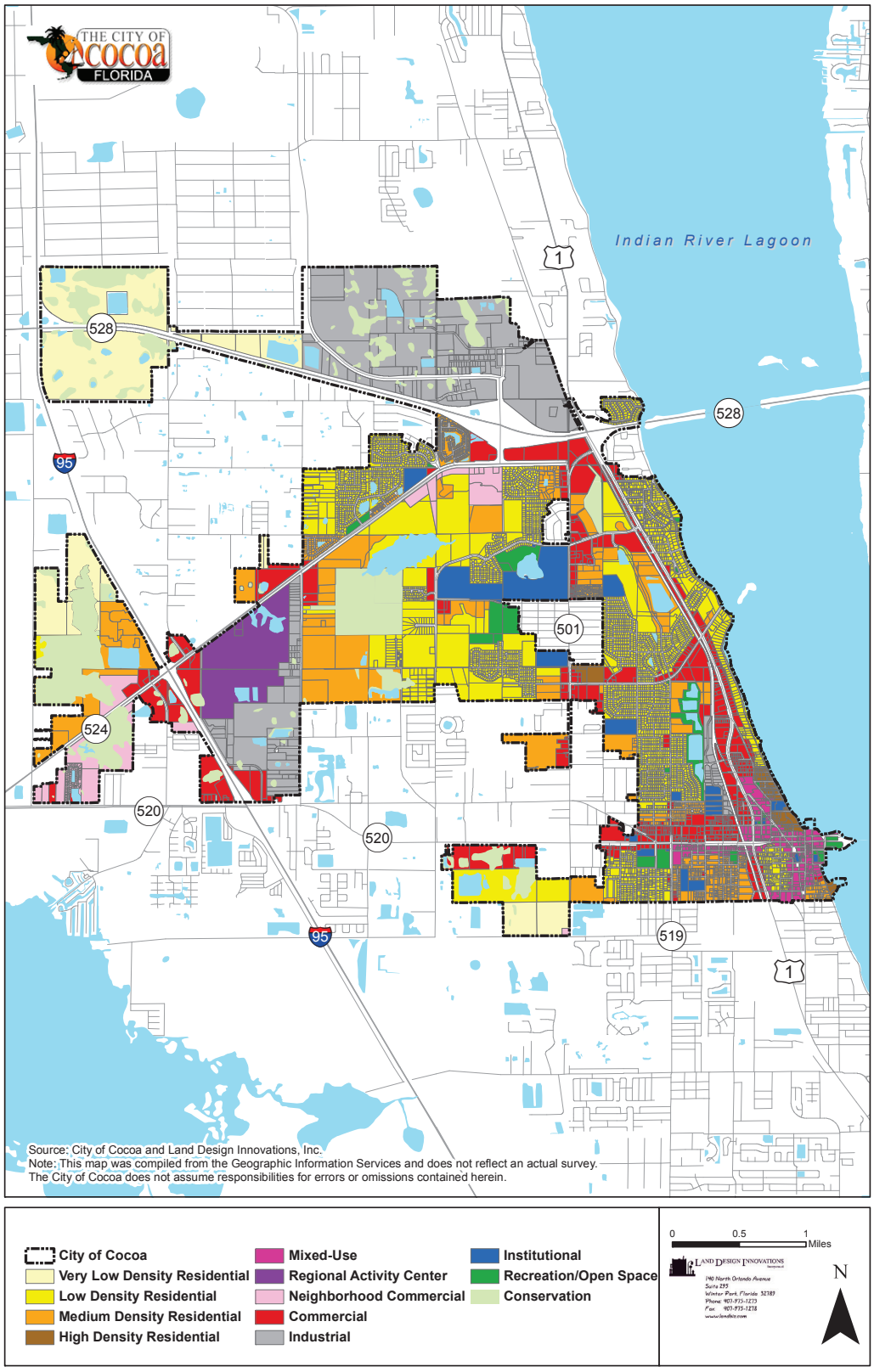
Together with:

Lot 11, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida, LESS road right-of-way.

Lot 12, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

Lot 13, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

Map M-I-7: Future Land Use Map



LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

01/23/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/23/2024

Legal Clerk

Notary, State of WI, County of Brown

1-7-25

My commision expires

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KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad#9756679 1/23/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING, ZONING MAP AMENDMENT AND SITE PLAN & PRELIMINARY PLAT APPROVAL
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

PZ-24-02100001 – ZONING MAP AMENDMENT (301 S. Cocoa Blvd)

A. Ordinance XX-2024. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; amending the Official Zoning Map designation of eleven (11) parcels of real property, totaling 1.39 acres, more or less, and generally located on the southwest corner of SR-520 and US-1, more particularly depicted and legally described on Exhibit "A" attached hereto, from Commercial Parkway District (C-P) to Neighborhood Commercial (C-N); providing for the repeal of prior inconsistent ordinances and resolutions, severability, and an effective date. Parcel ID numbers: 24-36-33-31-A-5, 24-36-33-31-C-1, 24-36-33-31-D-11, 24-36-33-31-D-12, 24-36-33-31-D-13, 24-36-33-31-C-2, 24-36-33-31-*-R.1, 24-36-33-31-*-R.2, 24-36-33-31-*-R.3, 24-36-33-31-*-R.4, and 24-36-33-31-*-R.5.

PZ-21-00100002- SITE PLAN AND PRELIMINARY PLAT APPROVAL (Lakes at Cocoa Groves)

B. Consideration of a large-scale site plan and preliminary plat, pursuant to Chapter 18 and Appendix A, Zoning, Article XIII, Sec. 1 of the Cocoa City Code, of one (1) parcel of real property, totaling 246.43 acres, more or less, and generally located on the northeast corner of SR-528 and I-95, in Cocoa, Florida, for a residential subdivision of approximately 350 lots with private recreational common space and amenities. Tax Parcel ID number: 24-35-10-00-3.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD FOR BOTH ITEMS ON:
February 7, 2024
CITY COUNCIL 1st PUBLIC HEARING FOR ITEM A WILL BE HELD ON
February 13, 2024
CITY COUNCIL FINAL PUBLIC HEARING FOR THE PRELIMINARY PLAT IN ITEM B WILL BE HELD ON
February 13, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, Assistant City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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 BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Lucilene Ribeiro, Planner, at (321) 433-8535 or lribeiro@cocoafl.gov, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Ms. Ribeiro via email or mail at least three (3) days prior to the hearing.

Legislation Details (With Text)

File #:	24-177	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Agenda Ready
File created:	4/2/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Consider the Appointment of Frank Manfredi, Tamisha Findlay and Merrybeth Burgess to Fill One of Four (4) Regular member Vacancies on the Planning and Zoning Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Planning Roster.pdf Manfredi Application.pdf Tamisha Findlay.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 17, 2024
Agenda Date: July 9, 2024
Prepared By: Abigail Bass, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Frank Manfredi, Tamisha Findlay and Merrybeth Burgess to Fill One of Four (4) Regular member Vacancies on the Planning and Zoning Board.

BACKGROUND:

The Planning and Zoning Board currently has four Regular member vacancies. Mr. Frank Manfredi and Ms. Tamisha Findlay have submitted an application to the Clerk's office to be considered for appointment.

Merrybeth Burgess is currently the 1st Alternate member on the Planning and Zoning Board and has served since January, 2022. She is interested in being appointed to a Regular member seat. Should Council decide to appoint Ms. Burgess to a Regular member seat, the position of 1st Alternate would then become available.

Ms. Findlay would like to be a younger voice for the future of our great city. She is passionate about the expansion and growth of the city.

Mr. Manfredi is the President of Manfredi & Associates, Inc. that was founded in 1984. The company is a unique marketing information firm that specializes in the construction, mining, farm and material

handling equipment industry. Mr. Manfredi also holds a Bachelor of Science degree in Industrial Distribution from Clarkson University and a Masters of Business Administration from Fairleigh Dickinson University. His biography is also attached to this item for review.

It should be clarified that **two** of the four vacancies hold three-year terms through November, 2027. The **third and fourth** vacancies will fulfill the remaining terms of Justin Simpson and Veronica Lopez through November, 2024.

If approved, it is at the discretion of the City Council to determine which term they would like each applicant to fulfill.

Each applicant currently meets the eligibility requirements for serving on a City board.

These vacancies were posted and advertised with a deadline to apply by June 14, 2024.

A current Board roster is attached for reference.

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the Appointment of Frank Manfredi, Tamisha Findlay and Merrybeth Burgess to Fill One of Four (4) Regular member Vacancies on the Planning and Zoning Board.

Planning & Zoning Board	Meets First Wednesday Every Month @ 6pm		Expirations in November	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
~~Chris Bankhead (2/3 non-resident)~~ ~~Fulfilling Susan Mock's term~~ **VACANCY**	~~842 Egret Rd., Cocoa, FL 32926~~ ~~(Owns property at 102 Riverside Dr., Cocoa, FL 32922)~~ ~~pdbankhead@gmail.com~~	~~321-704-3141~~	~~01/23 Appointed~~	~~2023~~
Wesley Park Fulfilling Al Washington's term	1112 Abington St., Cocoa, FL 32922 Wesley.n.park@gmail.com	321-298-4943	01/23 Appointed	2026
~~Veronica Lopez-Velez~~ ~~(Replaced Trina Gilliam)~~ **VACANCY 4**	~~571 Cressa Cir.~~ ~~Cocoa, FL 32926~~ ~~Ronilope011@gmail.com~~	~~407-498-8510~~ ~~(cell)~~	~~12/21 Appointed~~	~~2024~~
Ron Chabot Fulfilling Marilyn Green's term	2114 Clairemont Dr. Cocoa, FL 32922 Ron982@msn.com	321-403-3861	01/23 Appointed	2024
~~Michael Dobrin~~ **VACANCY2**	~~100 Riverside Drive #406, 32922-7864~~ ~~MIKE-CONNIE@oleanderpointe.com~~	~~637-0884~~	~~11/20 Reappointed~~ ~~11/17 Reappointed~~ ~~10/14 Reappointed~~ ~~10/11 Reappointed~~ ~~11/08 Reappointed~~ ~~4/06 Appointed to fill unexpired term~~	~~2023~~
Aleck Greenwood	PO Box 1077 Cocoa, FL 32923 Agreenwood2@cfl.rr.com	321-917-3770	12/22 Reappointed 08/2022 Appointed as Regular member (fulfilling term of J. Blanco) 01/2019 Appointed	2025
Marcus Wheeler	709 Ixora Ave. Cocoa, FL 32922 lushorn@gmail.com	321-271-9871	01/23 Appointed	2026
~~Justin Simpson~~ **VACANCY 3**	~~2515 Stanford Dr.~~ ~~Cocoa, FL 32926~~ ~~Justin.darrell.simpson88@gmail.com~~	~~907-347-1003~~	~~05/2021~~ ~~Appointed~~	~~2024~~
Todd Anderson (1/3 non-resident)	6570 Pleasant Ave., Cocoa, FL 32927 toddpanderson@yahoo.com	403-7595 (cell)	01/23 Reappointed 02/2020 Appointed 11/16 Reappointed	2025

			1/28/14 appointed (to fill vacancy left by Stephenson)	
MerryBeth Burgess- 1st Alternate	19 Parkway Street Cocoa, FL 32922 merrybethburgess@rocketmail.com	404-683-0560 home/cell	01/2022 Appointed	No expiration
Katherine Stewart- 2nd Alternate	5261 Talbot Blvd., Cocoa, FL 32926 Katherineann_s@yahoo.com	267-226-2284	01/23 Appointed	No expiration
~~Debbie Joyce (Non-Voting Member)~~ **VACANCY**	~~3231 Nottingham Ln., Cocoa, FL 32926~~ ~~Debbie32926@brighthouse.com~~ ~~Debbie3231nl@outlook.com~~	~~321-338-2047~~	~~03/2020~~ ~~Appointed~~	~~No expiration~~
LIAISON	Lavander Hearn	474-1189	Updated 12/23	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Lori Chabot	433-8491		

Abigail Bass

From: noreply@civicplus.com
Sent: Sunday, March 24, 2024 8:38 AM
To: City Clerk
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	frank
Last Name	manfredi
Application Date	3/4/2024
Address1	1209 N Indian River Dr
City	Cocoa
State	FL
Zip	32922
Cocoa City Council District	District 2
Home Phone Number	847-922-9816
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	Home
Title/Position Held	Retired president of Manfredi & Associates, Inc.

Date of Birth*	[redacted]
E-mail Address	frank@manfredi.com

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

(Section Break)

Various City Boards/Committees Available	Planning & Zoning Board

(Section Break)

Eligibility

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

If yes, please list all addresses you own in the City of Cocoa:

Address1	1209 N Indian River Dr
Address2	135 N. Indian River Circle
City	Cocoa
State	FL
Zip	32922
Address1	1209 N Indian River Dr
Address2	*Field not completed.*
City	Cocoa
State	FL
Zip	32922
Are you registered to vote in Brevard County, Florida?	Yes

Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	Speaker Bio.doc

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I have a great deal of interest in helping the city plan for the future

(Section Break)

State Reporting Requirements

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

Race	Caucasian
Gender	Male
Disability	Physically Disabled
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Frank Manfredi
Date:	3/24/2024
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings),

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

Email not displaying correctly? View it in your browser.

Frank Manfredi
Brief Biography

Frank Manfredi is President of Manfredi & Associates, Inc. that was founded in 1984. The company is a unique marketing information firm that specializes in the construction, mining, farm and material handling equipment industry. Together the company and its affiliates maintain separate staffs that total 15 professional who have diverse research skills in these highly specialized disciplines.

Manfredi & Associates publishes Machinery Outlook and Machinery Outlook Europe, two highly respected newsletters that are viewed as a critical source of information about the machinery industries. The firm maintains a very active market consulting practice that is focused on machinery markets. In addition, Mr. Manfredi is active in industry associations. He is a member of the Chicago Federal Reserve's Industrial Roundtable Committee.

Prior to forming Manfredi & Associates, Mr. Manfredi was responsible for the direction of construction equipment research in the Machinery Services Group at Nielsen/Dataquest for eight years. Assignments included strategic planning, econometric forecasting, territory analysis, financial analysis, acquisition analysis, product planning, and supervision of three of Dataquest's four research groups.

Previously, he was Supervisor of Market Research for International Harvester Company's Payline Group where he had six years of experience in forecasting construction machinery industry sales, performing field surveys, and studying overseas markets.

Previous to that, Mr. Manfredi had four years of selling experience with an East Coast U.S. construction equipment distributor where he had general line and material handling sales responsibility.

Mr. Manfredi has a Bachelor of Science degree in Industrial Distribution from Clarkson University and a Masters of Business Administration from Fairleigh Dickinson University.

4/4/2024

Abigail Bass

From: noreply@civicplus.com
Sent: Monday, June 17, 2024 3:56 PM
To: City Clerk
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Tamisha
Last Name	Findlay
Application Date	6/17/2024
Address1	315 Stone St
City	Cocoa
State	Florida
Zip	32922
Cocoa City Council District	District 1
Home Phone Number	3214122948
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*

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

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

(Section Break)

Various City Boards/Committees Available	Planning & Zoning Board

(Section Break)

Eligibility	
Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	No

If yes, please list all addresses you own in the City of Cocoa:

Address1	*Field not completed.*
Address2	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Address1	*Field not completed.*
Address2	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Are you registered to vote in Brevard County, Florida?	Yes

Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	As the city of Cocoa grows/expands I would like to be a younger voice for the future of our great city.

(Section Break)

State Reporting Requirements

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

Race	African-American
Gender	Female
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Tamisha Findlay
Date:	6/17/2024
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings),

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

Email not displaying correctly? View it in your browser.

Legislation Details (With Text)

File #:	24-208	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/10/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Consider the reappointment of Robert Dyar as a member of the Board of Adjustment through May, 2027. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Dyar BOA Reappt.pdf Board of Adjustment Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2024
Agenda Date: July 9, 2024
Prepared By: Lori Chabot, Recording Secretary
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Robert Dyar as a member of the Board of Adjustment through May, 2027.

BACKGROUND:

Mr. Dyar began serving as a member of the Board of Adjustment in May, 2021. He is requesting reappointment through May, 2027 and currently meets all requirements to serve on a city board.

The vacancy was posted and advertised with a deadline to apply by June 14, 2024.

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

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the reappointment of Robert Dyar as a member of the Board of Adjustment through May, 2027.

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8488 I Fax: (321) 433-8455

March 6, 2024

Mr. Robert Dyar
3513 Indian River Drive
Cocoa, FL 32926

Dear Mr. Dyar:

Your term of office on the Board of Adjustments will expire on May 31, 2024. I plan to place this item on the April 23, 2024 City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another three-year term. If you do seek reappointment, I would appreciate it if you could complete the enclosed form and return it to me.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Monica Arsenault
City Clerk

Enclosures: as stated

In response to inquiry by the Office of the City Clerk, I, Robert Dyar

✓ seek reappointment

_____ do not seek reappointment

as a member of the Board of Adjustment for the City of Cocoa for a three-year term.

Sincerely,

Robert Dyar

Additional Comments:

_____

_____

_____

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

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert Dyar (3/3 of Non-Resident seats)	3513 Indian River Dr. Cocoa, FL 32926 bobbydyar@gmail.com	321-258-8284	05/2021 Appointed	2024
Dan Quattrocchi (1/3 of the Non-Resident seats)	3056 Skyline Drive Cocoa, FL 32922 danq@quattrocchirealestate.com	321-720-1822 hm 321-452-8668 wk 321-720-1822 cell	**05/2022 Reappointed** **12/11/19 appointed** **(fulfilled seat vacated by Mr. Matthew Ford, who did not renew)**	2025
Pam Shaia ***Chairperson (as of 11/2023)*** (2/3 of the Non-Resident seats)	308 Brevard Avenue Cocoa, FL 32922 pshaia@cfl.rr.com	256-656-3249 cell 321-305-4584 Wk	05/2022 Reappointed 07/19 appointed (fulfilled Jolley vacancy)	2025
Patricia Weeks ***Vice Chairperson as of 11/2023***	1351 Tarton Way Cocoa, FL 32926 Patriciaweeks@bellsouth.net	321-759-8563 hm, wk, cell	05/2021 Reappointed 01/2021 appointed to fulfill reg. term of Dyal 12/11/19 appointed as 1st alt.	2027
Robert Butler	4992 Talbot Blvd. Cocoa FL, 32926 Rbut4992@gmail.com	407-791-3550	01/2024 appointed	2027
James Green	3725 Highway 524, #314 Cocoa, FL 32926 Jamesagreen1995@gmail.com	321-795-7508	01/2024	2027
Kaitlyn Aliano	12 Sunrise St. Cocoa, FL 32922 Kaitlyn.weisberg@gmail.com	321-432-8117	01/2021 Appointed	2027
VACANCY ~~2nd Alternate~~ ~~Jenny Swisher~~	~~195 Sorrento Drive~~ ~~Cocoa, FL 32922~~ ~~Gbsemail1@gmail.com~~	~~406-581-1162~~	~~01/2022 appointed~~	No expiration
VACANCY ~~1st Alternate~~ ~~Randal Hiester~~	~~5292 Talbot Blvd.~~ ~~Cocoa, FL 32926~~ ~~Rjhbjh2017@yahoo.com~~	~~321-501-6369 hm/cell~~	~~02/2020 Appointed~~	No expiration
LIAISON	Matthew Barringer	321-474-4924	Updated 12/23	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Lori Chabot	433-8491	Updated 10/23	

Legislation Details (With Text)

File #:	24-285	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Agenda Ready
File created:	5/10/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Consider the reappointment of Ms. Janne Etz as a member of the Cocoa CRA through April, 2028. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Intent to Reapply Letter.pdf Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2024
Agenda Date: July 9, 2024
Prepared By: Lori Chabot, Recording Secretary
Through: Stockton Whitten, City Manager
Requested Action:
Consider the reappointment of Ms. Janne Etz as a member of the Cocoa CRA through April, 2028.

BACKGROUND:

Ms. Etz has served as a member of the Cocoa CRA since August, 2019 fulfilling the term of Ms. Janet Stewart. She was reappointed in 2020 and has expressed a willingness to serve another four (4) year term through April, 2028.

Ms. Etz currently meets all qualifications for serving on a City board.

This position was posted and advertised with a deadline to apply by June 14, 2024.

A current board roster and her intent to reapply form is attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the reappointment of Ms. Janne Etz as a member of the Cocoa CRA through April, 2028.

In response to inquiry by the Office of the City Clerk, I, Janne Etz

✓ seek reappointment

_____ do not seek reappointment

as a member of the Cocoa Community Redevelopment Agency for the City of Cocoa for a three-year term.

Sincerely,

Janne Etz

Janne Etz

Additional Comments:

I like to think I've been doing good work, and I'd like to continue!

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

MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Mayor Michael C. Blake	207 Blake Avenue Cocoa, FL 32922	474-1758	11/20 Appointed	11/2024
District 1- Councilmember Alex Goins	710 Rosa L Jones Dr., Cocoa, FL 32922	474-4923 cell	11/18 Appointed	11/2026
District 3- Councilmember Matthew Barringer (Fulfilled the unexpired term of Rip Dyal)	1016 Gray Rd. Cocoa, FL 32926	474-4924	10/23 Appointed	11/2024
District 4- Councilmember Lorraine Koss	2115 N. Indian River Dr. Cocoa, FL 32922	474-8445	11/18 Appointed	11/2026
District 2- Deputy Mayor Lavander Hearn	[redacted]	474-1189	11/20 Appointed	11/2024
Candace Rogers	93 Delannoy Ave. Ste. 706 Cocoa, FL 32922 FLRogers@gmail.com	321- 305-5029	03/22 Reappointed 06/21 Appointed *(fulfilled E. Lanni's seat vacated 5/11/21)*	04/2026
Janne Etz	1203 Creek Side Circle Rockledge, FL 32955 wiregems@bellsouth.net	321-632-9505 wk 321-446-0374 cell	04/2020 Reappointed 08/19 Appointed (fulfilled Stewart's vacancy)	04/2024
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Ryan Browne	433-8577		

Legislation Details (With Text)

File #:	24-355	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Agenda Ready
File created:	6/19/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Consider the reappointment of Shari Scott, Lloyd Roberts, Dik Muller and Josue Otero, and the appointment of Gloria Weatherspoon as members of the Code Enforcement Board through June 30, 2027. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Code Roster.pdf Josue Otero.pdf Lloyd Roberts.pdf Shari Scott.pdf Weatherspoon Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 19, 2024.
Agenda Date: July 9, 2024.
Prepared By: Abigail Bass, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Shari Scott, Lloyd Roberts, Dik Muller and Josue Otero, and the appointment of Gloria Weatherspoon as members of the Code Enforcement Board through June 30, 2027.

BACKGROUND:

The Code Enforcement Board currently has three Regular Board member terms who have expired June 30, 2024. The board also has one Regular member vacancy and a 1st Alternate member vacancy available in addition to the three expired terms.

Shari Scott, Lloyd Roberts and Josue Otero's term on the Code Board expired on June 30, 2024 and they are all interested in reappointment through June, 2027. They all meet the eligibility requirements.

Dik Muller is currently a 2nd Alternate member on the Code Board and has served since November 2023. He would like to be considered for the Regular member vacancy for a three-year term through June, 2027. It should be noted that if Council chooses to move Mr. Muller into the Regular member seat, his position as 2nd Alternate would then become open.

Gloria Weatherspoon is a new applicant and is not currently serving on any boards. She is seeking to be appointed to either a Regular member seat or an Alternate member seat. She currently meetings the eligibility requirements for serving on a City board and her application is attached to this item.

The vacancies were posted and advertised with a deadline to apply by June 14, 2024.

A board roster is attached for Council's reference.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the reappointment of Shari Scott, Lloyd Roberts, Dik Muller and Josue Otero, and the appointment of Gloria Weatherspoon as members of the Code Enforcement Board through June 30, 2027.

powered by Legistar™

Code Enforcement Board **Meets Third Thursday Every Month @ 6pm** **Expirations in June** **(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)**				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Michael Simpson	12 N. Fiske Blvd. Cocoa, FL 32922 Mikesimps67@yahoo.com	813-494-2671	07/26/2022 Appointed to Regular position 05/24/2022 Appointed as Alternate	2025
Sharri Scott (Fulfilling term of Virginia Weaver)	213 Bedford Place Cocoa, FL 32922 sharripscott@gmail.com	843-957-4283 hm & cell 407-647-2622 wk	06/21 Reappointed 01/2021 appointed	2024
George Brown, Jr.	555 W. King Street, 32922-7421	632-6563	05/23 Reappointed 06/20 Reappointed 07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2026
Lloyd Roberts Chairperson	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	06/21 Reappointed 07/19 Appointed (Filling unexpired term of Cicerrella)	2024
~~Chris Davis~~ ~~Fulfilling Ed Green's term~~ **VACANCY**	~~1113 Westview Dr.~~ ~~Cocoa, FL 32922~~ ~~topherwilliamdavis@gmail.com~~ ~~Christopher.davis@brevardfl.gov~~ ~~(work email)~~	~~513-278-3400~~	~~01/10/23~~ ~~Appointed~~	~~2024~~
Melissa Acosta-Bonilla (fulfilling term of Verna Hughes)	821 Peachtree St. A-10 Cocoa, FL 32922 semperfiparalegal@gmail.com	321-265-2532	03/2024 Appointed as Regular Member 11/2023 Appointed as 1st Alternate	2024
Josue Otero (Fulfilled the unexpired term of David Lightholder)	2603 N. Indian River Dr. Cocoa, FL 32922 Oteroj23@yahoo.com	305-434-5606	11/2023 Appointed	2024
1st Alternate **VACANCY**				No expiration
2nd Alternate Dik Muller	307 Bellaire Dr. Cocoa, FL 32922 info@dixdesigngroup.com	312-343-0104	11/2023 Appointed	No expiration
LIAISON	Matthew Barringer	321-474-4924	Updated 04/2024	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

In response to inquiry by the Office of the City Clerk, I, Josue Otero

JO seek reappointment

_____ do not seek reappointment

as a member of the Code Enforcement Board for the City of Cocoa for a three-year term.

Sincerely,

5/20/2024

Josue Otero

Additional Comments:

Thank you for the opportunity to serve my Community. I would like to continue to serve with the board of Code Enforcement.

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

In response to inquiry by the Office of the City Clerk, I, Lloyd Roberts

_✓_ seek reappointment

_____ do not seek reappointment

as a member of the Code Enforcement Board for the City of Cocoa for a three-year term.

Sincerely,

Lloyd Roberts
Additional Comments:

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

In response to inquiry by the Office of the City Clerk, I, Sharri Scott

✓ seek reappointment

_____ do not seek reappointment

as a member of the Code Enforcement Board for the City of Cocoa for a three-year term.

Sincerely,

Sharri Scott

Sharri Scott

Additional Comments:

I have enjoyed sitting on this board and hope to continue.

(I am unable to attend the July 9th meeting, as I have a work meeting in Orlando to be at.)

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

Abigail Bass

From: noreply@civicplus.com
Sent: Friday, May 24, 2024 11:11 AM
To: City Clerk
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

Follow Up Flag: Follow up
Flag Status: Flagged

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Gloria
Last Name	Weatherspoon
Application Date	5/24/2024
Address1	354 Laredo Drive, Unit 206
City	Cocoa
State	FL
Zip	32926
Cocoa City Council District	District 1
Home Phone Number	321-294-3041
Work Phone Number	321-338-7061
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*

Place of Business	Space Coast People Solutions
Title/Position Held	CEO/President
Date of Birth*	[redacted]
E-mail Address	gloria.l.weatherspoon@gmail.com

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

(Section Break)

Various City Boards/Committees Available	Code Enforcement/Drug Related Public Nuisance Board

(Section Break)

Eligibility	
Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	No

If yes, please list all addresses you own in the City of Cocoa:

Address1	*Field not completed.*
Address2	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Address1	*Field not completed.*
Address2	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*

Zip	*Field not completed.*
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	No
Do you consent to a standard criminal background check?	Yes
(Section Break)	
Miscellaneous Information	
Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*
(Section Break)	

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	As a senior enlisted military leader (retired USAF Chief Master Sergeant) I have developed a diverse set of skills that align closely with the responsibilities of a member of the City of Cocoa Code Enforcement Board. My extensive experience includes managing and leading teams of up to 1500 personnel, making strategic decisions in high-pressure environments. This leadership experience has equipped me with the ability to lead discussions, manage conflicts, and make fair, well-informed decisions. Ensuring strict adherence to military regulations and standards has honed my ability to understand and enforce city codes and ordinances with precision and integrity. Effective communication has been a cornerstone of my career, allowing me to convey clear and concise information to diverse groups, a crucial skill for interacting with city officials, board members, and the public. My strategic problem-solving abilities have enabled me to develop solutions to complex issues, essential for identifying code violations and determining appropriate corrective actions. Additionally, my experience in providing training and mentorship to junior personnel has prepared me to guide new board members and educate the public on code compliance. Throughout my military career, I have maintained the highest ethical standards and integrity, ensuring fair and unbiased enforcement of regulations. Importantly, I have also cultivated a strong sense of empathy and fairness, understanding the importance of considering diverse perspectives and the impact of decisions on the community. These skills make me well-suited to contribute effectively to the City of Cocoa Code Enforcement Board, ensuring the community's codes and ordinances are upheld with fairness, empathy, and integrity.

(Section Break)

State Reporting Requirements

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

Race	African-American
Gender	Female

Disability	*Field not completed.*
	Field not completed.
	(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Gloria L. Weatherspoon
Date:	5/24/2024
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

Email not displaying correctly? View it in your browser.

Legislation Details (With Text)

File #:	24-306	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	5/21/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	

Title: Approve the current lien for the property located at 215 Riverside Dr to $50,000.00, as recommended by the Code Enforcement Board. On August 17, 2023 the property owner was found to be in violation of: Permit Required, App. A Art. 15 Sec. 2 (a) (d); For the unpermitted alterations to the windows, exterior walls, plumbing, and door. The fine period was from July 5, 2023 to December 27, 2023 (5 Mos.) and the lien ran at $500.00 per day leaving (repeat violation) leaving a total fine balance of: $87,510.00. (Police Chief)

Sponsors:

Indexes:

Code sections:

Attachments:
1. Council Staff Report(2).pdf
Cost Aff -215.pdf
LR App.pdf
BCPAO.pdf
2. Rpt NOH.pdf
2. Rpt NOH (2).pdf
Facts 18-620.pdf
CE-18-620 Order.pdf
5. Order.pdf
BCPAO(2).pdf
Perm(2).pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 21, 2024
Agenda Date: July 9, 2024
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier, IV (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at *215 Riverside Dr*, be reduced to *$50,000.00* as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 23-767

Code Enforcement Offense: The owner, *Parkside Properties LLC*, was found to be in ***repeat***

violation of "*Permit Required App. A Art. 15 Sec. 2 (a)"* by the Code Enforcement Board during a public hearing held on *August 17, 2023*.

Violation Details:

- **Type:** Repeat Violation
- **Penalty Imposed:** $500.00 per day
- **Duration:** From 7/5/2023 to 12/27/2023
- **Total Fine:** $87,510.00

The Code Enforcement Board at the regular meeting *March 21, 2024*, recommended that the fine be reduced to ***$50,000.00.***

Lien Reduction Request: *Parkside Properties LLC* is requesting a reduction of the lien to cover only the Cost of Staff ***($2,531.31)***.

Approve the current Code Enforcement Lien for the property located at *215 Riverside Dr*, be reduced to **$50,000.00** as recommended by the Code Enforcement Board

Factors Considered for Lien Reduction (Section 6-707 of the City Code):

1. The gravity of the violation
2. The time in which it took the violator to come into compliance
3. The accrued amount of the code enforcement fine or lien
4. Any previous or subsequent code violations
5. Any financial hardship
6. Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine

Staff Assessment and Findings:

- **Ownership at Time of Violation:** Yes, the current owner owned the property when the violations occurred.
- **Residency:** The property is used as an apartment rental, not as a residence by the applicant.
- **Number of Violations:** One
- **Number of Inspections:** 17
- **Property Taxes:** Paid through 2023
- **Other Liens:** No outstanding liens, including water liens
- **Property Condition:** Inspected on *July 9, 2024*, and found in compliance before the Code Board Hearing; another inspection will occur prior to the Council Meeting.
- **Current Market Value:** $903,650 (Brevard County Property Appraiser, categorized as Low-Rise Apartments)
- **Staff Cost:** $2,531.34

COUNCIL PROCEDURE:

After a recommendation is rendered by the Code Enforcement Board, the city council may:

- Approve
- Approve with conditions
- Deny the application to satisfy or release the lien

If approved with conditions, the satisfaction or release of the lien will not be prepared or recorded

until the conditions are met. The violator has thirty (30) days to comply with the conditions. Failure to comply will result in automatic denial of the application. If denied, or automatically denied due to non-compliance, the violator is barred from reapplying for a reduction or forgiveness of the lien for one year from the date of denial.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

City Council at the regular meeting April 23, 2024, recommended that staff research the claims of the Property Appraiser's Office changing the listed mailing address.

Cocoa Police Department
Code Enforcement
Lien Reduction Staff Report

Case No. 23-767 **Site Address:** 215 Riverside Dr

Staff: Augusto Gonzalez | Code Manager

I. PROPERTY INFORMATION:

Property Owner: Parkside Properties LLC
Mailing Address: PO BOX 10250
Portland ME 04104

II. CASE FACTS:

FINE AMT:	OWNER REQUEST AMT:	CE BOARD RECOMMENDATION:
$87,510.00	Cost of Staff	$50,000.00

NOTICES:
Notice of Violation:
7/5/2023

Notice of Hearing:
7/5/2023

Certified Mail:
7/5/2023

Posted (to property) Notice:
7/5/2023

INSPECTIONS:
Initial Inspection:
7/5/2023

Last Inspection:
5/23/2024

Total Inspections:
17

Severity:
Unsafe

OTHER FACTS:
Rental/Homestead:
Rental – Low Rise Apts

Extension(s):
No; Repeat Offense

Date of Compliance:
12/27/2023

Length of Non-Compliance:
175 Days

Summary:

After considering several factors, on ***March 21, 2024*** the Code Enforcement Board voted to ***reduce*** the current lien for the property located at ***215 Riverside Dr, Cocoa FL 32922*** to ***$50,000.00***.

All notices were sent to the mailing address on file with the Brevard County Property Appraiser's Office (BCPAO) and posted to the property in violation. The *fine period* was from ***July 5, 2023*** to ***December 27, 2023*** (*175 Days*) and the lien ran at ***$500.00*** per day leaving a total fine balance of: ***$87,510.00***.

III. VIOLATIONS:

On ***August 17, 2023*** the property owner was found to be in *repeat* violation of:

- **Permit Required, App. A Art. XV Sec. 2 (a)**; For unpermitted alterations to windows, exterior wall, and plumbing.

VI. BACKGROUND INFORMATION:

The property was found in violation of the above noted items and the presumption of service has been met pursuant to FS. 162.

The current property owner *Parkside Properties LLC* purchased the property on *May 14, 2018 and was* the *violator/property owner* when this property was cited. This case was cited during a follow-up for a rental inspection case at the same property. The unpermitted work was observed and a repeat violation notice of hearing case was generated.

The property/property owner has been cited on four (4) separate occasions for violations including permit required (CE 18-620). That case received a lien reduction in 2021 for **$2,247.39**.

On April 23, 2024 City Council voted to table the case until further information was obtained by staff regarding the BCPAO's changing of property owner's mailing address. After speaking with Esq, Trizia Eavenson who has been retained as General Counsel for the BCPAO, it was revealed that in acting on good faith effort; "The BCPAO changed the listed mailing address on September 9, 2021 after all the Office's mail was *returned from 2018 through 2021*." This was stated to be common practice when the BCPAO receives returned mail to ensure the property owner received the Office's mail.

There is a total of: four (4) *Parkside Properties LLC*, two (2) *Parkside Properties INC* listed on Sunbiz. The subject property owner's listing on Sunbiz is *"Parkside Properties (FL), LLC"*.

After speaking in *August 2023* regarding the Code Board hearing, I educated Esq. Thakkar of the violations, corrective actions and issues with mailing address. The mailing address was changed/corrected by the property owner on *September 15, 2023*, 29 days after the Code Board hearing. The alteration/renovation permit was issued on *November 6, 2023* and approved/closed on *December 27, 2023* at which point the running lien was stopped.

Communication and supporting documents with the BCPAO are attached to this summary. Supporting documents creating a presumption of service in accordance with F.S. 162 are uploaded/attached with the legislative files (agenda).

Per conversations I (Augusto Gonzalez) have had with Esq. Thakkar and Mr. Dale O'Connor, during the lien reduction application, future plans for the property include: *selling the subject property after the lien is released.*

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Next List

PARKSIDE PROPERTIES LI
Search

Entity Name List

Corporate Name	Document Number	Status
PARKSIDE PROPERTIES INC	268488	INACT
PARKSIDE PROPERTIES, INC.	584872	INACT
PARKSIDE PROPERTIES, LTD.	A07677	INACT
PARKSIDE PROPERTIES, INC.	F30022	INACT
PARKSIDE PROPERTIES LLC	L04000004328	INACT
PARKSIDE PROPERTIES LLC.	L04000077310	Active
PARKSIDE PROPERTIES, LLC	M18000010671	CROSS RF
PARKSIDE PROPERTIES, LLC	W18000101839	Active
PARKSIDE PROPERTIES (FL), LLC	M18000010671	Active
PARKSIDE PROPERTIES GROUP, LLC	L13000095761	INACT/UA
PARKSIDE PROPERTY HOLDINGS, LLC	L17000204019	Active
PARKSIDE PROPERTY MANAGEMENT L.L.C.	L13000035682	Active
PARKSIDE PROPERTY OWNERS ASSOCIATION, INC.	N04000006435	Active
PARKSIDE PUB, INC.	J56117	INACT
PARKSIDE PUBLISHING LLC	L17000159730	INACT/UA
PARKSIDE PUNTA GORDA, LLC	M20000009480	Active
PARKSIDE QUALIFIED OPPORTUNITY ZONE LLC	P19000001358	INACT
PARKSIDE REAL ESTATE LLC	L21000061674	Active
PARKSIDE REAL ESTATE OF VENICE, LLC	L21000110689	Active
PARKSIDE REALTY, INC.	656313	INACT

Next List

PARKSIDE PROPERTIES LI
Search

6767 North Wickham Road
Suite 400
Melbourne, Florida 32940
Telephone: 321.241.4777
Facsimile: 321.821.1881
Trizia@TGElawfirm.com

Visit us at www.TGElawfirm.com and www.DiversityPlease.com

Hablo su idioma y entiendo su cultura.

EAVENSON LAW, LLC

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From: Augusto Gonzalez-Ruiz <aruiz@cocoapolice.com>
Sent: Wednesday, April 24, 2024 3:20 PM
To: Trizia Ginarella Eavenson, Esquire <trizia@tgelawfirm.com>
Subject: Parkside Properties - Cocoa Code Enforcement

Good Afternoon

My name is Augusto Gonzalez, Code Enforcement Manager for the city of Cocoa. Our staff is reaching out regarding a conversation recently had by you and Mr. Thakkar. I firstly just wanted to confirm your position with the Brevard County Property Appraisers Office? and can you confirm the date the property owner updated their property appraiser mailing address to Portland ME?

Between the months of August 2023 and December of 2023 the mailing address changed, the same time our code enforcement case had already been accruing fines and our governing body has requested for staff to look in to this. Thank you in advance for any assistance.

V/R,

Augusto Gonzalez
Code Enforcement Manager
1226 W. King St. • Cocoa, FL 32922
O: (321) 433-8544 M: (321) 482-4608
aruiz@cocoapolice.com www.CocoaPolice.com

Community First. Promoting Partnerships. Demonstrating Excellence.

Community First. Promoting Partnerships. Demonstrating Excellence.

From: Trizia Ginarella Eavenson, Esquire <trizia@tgelawfirm.com>
Sent: Monday, April 29, 2024 1:55 AM
To: Augusto Gonzalez-Ruiz <aruiz@cocoapolice.com>
Cc: Carol F. Smith, Paralegal <Carol@tgelawfirm.com>
Subject: RE: Parkside Properties - Cocoa Code Enforcement

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Hi Augusto...

I appreciate you reaching out. In response to your request to confirm my position with the Brevard County Property Appraiser's Office, my I have been retained as General Counsel for the Brevard County Property Appraiser (and the Tax Collector as well) since Dana Blickley took office (January 2013). Accordingly, I do not work "*for*" the Property Appraiser (or Tax Collector), but am instead retained as her attorney with a private law firm. Please let me know if you need further clarification on that subject, as I am happy to assist the City of Cocoa.

I have forwarded your email to Chief Deputy Property Appraiser, George Mascellino, for him to respond to inquiries with precision. Upon receipt of that information from George, I will follow up with you shortly thereafter.

In the meantime, if you have any other questions, please do not hesitate to contact me at your earliest convenience. Also, please CC my Paralegal, Carol Smith, as your email went into my quarantine and I don't want to miss any future communications from you or anyone else with the City.

Thank you so much and have a great Monday.

Trizia G. Eavenson

Trizia G. Eavenson, Esquire
Eavenson Law, LLC
Attorney and Counselor at Law
Florida Supreme Court Certified Circuit Civil Mediator
Florida Supreme Court Qualified Arbitrator
Founder of Your Diversity University, LLC
Founder of Be The Diamond Leadership Academy
Executive Life Coach

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PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

Florida Supreme Court Certified Circuit Civil Mediator
Florida Supreme Court Qualified Arbitrator
Founder of Be The Diamond Leadership Academy
Executive Life Coach
6767 North Wickham Road
Suite 400
Melbourne, Florida 32940
Telephone: 321.241.4777
Facsimile: 321.821.1881
Trizia@TGElawfirm.com

Visit us at www.TGElawfirm.com.

Hablo su idioma y entiendo su cultura.

EAVENSON LAW, LLC

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From: Augusto Gonzalez-Ruiz <aruiz@cocoapolice.com>
Sent: Monday, April 29, 2024 8:06 AM
To: Trizia Ginarella Eavenson, Esquire <trizia@tgelawfirm.com>
Cc: Carol F. Smith, Paralegal <Carol@tgelawfirm.com>
Subject: RE: Parkside Properties - Cocoa Code Enforcement

Good Morning Trizia,

Thank you for the response, if possible I also wanted to confirm if the good-faith effort of looking up the property owner's LLC on Sunbiz after receiving returned mail and changing the mailing address is normal practice? In looking further into the matter I noticed the owner actually has the incorrect LLC listed as the property owner on the BCPAO site. There is a cross referenced name of 'Parkside Properties LLC" but the listed entity name on Sunbiz is "Parkside Properties (FL), LLC".

Thank you in advance for any assistance!

V/R,

Augusto Gonzalez
Code Enforcement Manager
1226 W. King St. • Cocoa, FL 32922
O: (321) 433-8544 M: (321) 482-4608
aruiz@cocoapolice.com www.CocoaPolice.com

Augusto Gonzalez-Ruiz

From: Augusto Gonzalez-Ruiz
Sent: Monday, April 29, 2024 7:34 PM
To: Trizia Ginarella Eavenson, Esquire
Cc: Carol F. Smith, Paralegal
Subject: Re: Parkside Properties - Cocoa Code Enforcement

Good Evening Trizia,
Thank you for your time, response and education! I believe this answers our councils concerns/questions. I appreciate the detailed information and timeline, have a good evening.

Get Outlook for iOS

From: Trizia Ginarella Eavenson, Esquire <trizia@tgelawfirm.com>
Sent: Monday, April 29, 2024 7:28:53 PM
To: Augusto Gonzalez-Ruiz <aruiz@cocoapolice.com>
Cc: Carol F. Smith, Paralegal <Carol@tgelawfirm.com>
Subject: RE: Parkside Properties - Cocoa Code Enforcement

Hi Augusto...

I called you this AM and left you a message. Now that I have some additional information relative to this property, I am going to respond to each of your inquiries to make it easier to follow.

Can you confirm the date the property owner updated their property appraiser mailing address to Portland ME?

- The property owner did not update their mailing address with the Property Appraiser's Office ("Office"). As you will see below, the Office updated the property owner's mailing address upon review of a February 16, 2022 Quit Claim Deed.

Here is a timeline of Events:

- **May 15, 2018**: Warranty Deed from WMWFT, LLC, as Grantor, to Parkside Properties, LLC, Grantee, whose PO Box address is 215 Riverside Drive, Cocoa, FL. *I have attached this Warranty Deed.*

WARRANTY DEED

THIS WARRANTY DEED dated May 14, 2018, by WMWFT, LLC, a Florida Limited Liability Company, existing under the laws of Florida, and having its principal place of business at P.O. Box 427, Cocoa, Florida 32923 (the "Grantor"), to Parkside Properties, LLC, whose post office address is 215 Riverside Drive, Cocoa, Florida, 32923 (the "Grantee").

- **September 9, 2021**: Despite using the Riverside Drive address, all the Office's mail was returned from 2018 through 2021. In a good faith effort to ensure a correct address, in 2021, the Office researched "Parkside Properties, LLC" on the Florida Division of Corporations website (SunBiz). The Office located a "Parkside Properties, LLC" on SunBiz, which it assumed was the same LLC owning the subject property. The Office then changed the mailing address for subject property to 3133 Corrine Drive, Orlando, FL.

Detail by Entity Name

Florida Limited Liability Company
PARKSIDE PROPERTIES LLC.

Filing Information

Document Number	L04000077310
FEI/EIN Number	20-1815909
Date Filed	10/25/2004
Effective Date	01/01/2005
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/02/2005
Event Effective Date	NONE

Principal Address

3133 CORRINE DRIVE
ORLANDO, FL 32803

- **February 16, 2022**: Parkside Properties sold a portion of the subject property in February 2022 via Quit Claim Deed. The Deed reflects Parkside Properties, LLC, as a "Florida Limited Liability Company" (Grantor) conveying a portion of the subject property to Daniel R. Kirk (Grantee). This Quit Claim

Deed provided a new/updated address for Parkside Properties, LLC: PO Box 10250, Portland, ME 04104. The Office then updated/corrected the address on file, removing the Orlando address and replacing it with the Portland address. *I have attached this Quit Claim Deed.*

Quit Claim Deed

THIS QUIT-CLAIM DEED is made as of this 16th day of February **LLC, a Florida Limited Liability Company ("Grantor"), whose post office address is P.O given to second party, Daniel R. Kirk, a single man, whose post office address is 2835 N. H 32903 ("Grantee").**

- **September 15, 2023**: The mailing address for the subject property was changed to PO Box 10250, Portland, ME 04104 based on the correct use of Sunbiz with that additional information.

Between the months of August 2023 and December of 2023 the mailing address changed, the same time our code enforcement case had already been accruing fines.

- This appears to be a coincidence from when the Office updated the address to when code enforcement's fines were owed and accruing interest. Generally, when handling any deed, the Office verifies only the Grantor's title (and not the address) when processing the deed.

Confirm if the good-faith effort of looking up the property owner's LLC on Sunbiz after receiving returned mail and changing the mailing address is normal practice?

- It has been common practice for the Office to research a company and/or homeowner's address to ensure the property owner receives the Office's mail, i.e., to stay informed of their property status and rights. While the Office researching on SunBiz *was* a common practice to assist and protect property owners, the Office no longer engages in this practice.

In looking further into the matter, I noticed the owner actually has the incorrect LLC listed as the property owner on the BCPAO site. There is a cross referenced name of 'Parkside Properties LLC" but the listed entity name on Sunbiz is "Parkside Properties (FL), LLC".

Residential Building Permit

CITY OF COCOA BUILDING DIVISION
BUILDING PERMIT & RECEIPT
65 STONE STREET
COCOA, FL 32922
(321) 433 - 8501

Permit Number:	**BR23-001292**
Permit Subtype:	Alteration/Renovation
Date Issued:	11/06/2023
Date Expire:	05/06/2024
Parcel #:	2426376
Site Address:	215 RIVERSIDE DR
Subdivision Name:	
Property Use:	
Property Zoning:	
Property Use:	
Application Valuation:	$0.00

Property Owner: PARKSIDE PROPERTIES LLC

Mailing Address: 215 RIVERSIDE DR
COCOA, FL 32922-7870

Phone Number:

Contractor: Ernie Hardy

Mailing Address: 210 Hardee Lane

Phone Number: (321) 637-7909

Description of Work: Remodel

Fee Summary	FEE ITEMS	Amount
	Convenience Fee	$2.99
	Misc Fee	$150.00
	Convenience Fee	$25.26
	Application Fee ($25.00)	$25.00
	Alteration/Renovation - Residential Occupancy Fee ($75, plus $4.00/$1,000)	$159.00
	Work without a permit	$636.00
	Code FBC 1% - Florida Building Commission Surcharge	$2.00
	Code BCAIF 1.5% - Florida Building Code Administrators and Inspectors Fund Surcharge	$2.39
	Total	$1002.64

Contractor/Agent/Owner

Building Division Official

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-23-767 **Date: 3/21/24**

Parkside Properties LLC

Site Address: 215 Riverside Dr

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	17	0.75	$35.06	$447.02
2	Code Manager	2	0.75	$48.54	$72.81
3					
				Total A1	$519.83

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	19	0.5	35.06	$666.14
2	Code Manager	3	0.5	48.54	$145.62
3					
				Total A2	$811.76

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15	$36.06	$540.90
2	City Attorney	Case Duties	3	$150.00	$450.00
3	Chief	Board Hearings	0	$69.71	$0.00
4					
5					
				Total A3	$990.90

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	$0.35	$122.50
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	51	$0.55	$28.05
5	Standard Mail	6	$0.55	$3.30
6	Certified Mail	2	$5.26	$10.52
7	Recording Fees	1	$10.00	$10.00
8				
9				
			Total B	$208.85

C. Total Amount of Cost (A1+A2+A3+B): $2,531.34

Application # CE - 23 - 767

LIEN REDUCTION APPLICATION

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

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

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

For Office Use Only - Date Received
RECEIVED
FEB 15 2024
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 02/15/2024

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

Company (if applicable): GMTB Law, P.A.

Name: Jay R. Thakkar, Esq.

Mailing Address: 96 Willard St., Suite 302

City: Cocoa State: FL Zip Code: 32922

Phone #: (321) 639-1320 ext. 115 Fax #: (321) 639-9950

Mobile #: (407) 733-1601 E-mail: jay@gmtblaw.com; dale@gmtblaw.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): Parkside Properties, LLC

Name:

Mailing Address: P.O. Box 10250

City: Portland State: ME Zip Code: 04104

Phone #: (207) 874-0700 Fax #:

Mobile #: (207) 450-0370 E-mail: classactspropertymanagement@yahoo.com

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

Street Address and Location: 215 Riverside Drive, Cocoa, FL 32922

Parcel ID:

2 4 - 3 6 - 3 3 - 8 1 - 0 0 0 0 0 . 0 -

0 0 0 8 . 0 and 24-36-33-82-*-13.02

Tax Account Number:

2 4 2 6 3 7 6

Existing Use(s) on Property: Rental Property

Proposed Use(s) on Property: N/A

(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): Permit Required App A Art. XV Sec 2 (a)

Date Fine or Lien Imposed: 07/05/2023 Amount of Fine: $87,510.00 (Fixed Lien) 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: 12/27/23

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

Code enforcement case number: CE 23-767

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? 175 days

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? N/A

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:
Applicant was unaware of the violations, especiallly related to a repeat violation caused by not pulling the appropriate permits.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

See above.

Amount you are requesting that the lien be reduced to: Actual cost that the City of Cocoa incurred.

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:

See attached as Exhibit "A".

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

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

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

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

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Jay R. Thakkar 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)

DALE C. TAYLOR
MY COMMISSION EXPIRES OCTOBER 15, 2025
#HH 175268
Bonded thru Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 15th day of February, 20 24

Public Hearing Process Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The gravity of the violation;

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

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

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

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

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

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

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

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

(Ord. No. 16-06, § 2, 5-9-06)

EXHIBIT
"A"

	A	B	C
1	215 Riverside Drive		
2	Cocoa, Florida		
3			
4	**Capital Expenses**	Work performed from May 2018 thru July 2021	
5			
6	PRC Roofing	Main House	$31,537
7	One Tree Service	6 trees removed close to building	$5,000
8	Massey Pest	Balloon Main&Carriage House for termites	$8,600
9	TLC Engineering	Engineer/design rear egress	$5,200
10	Skyline Builders	Replace 3 story rear egress	$30,485
11	Craftman Electric	Electrical Upgrades	$1,918
12	Skyline Builders	Replace frt windows w/hurricane	$21,513
13	The Handyman	Carpentry services 5/18-5/20 hallways, exterior, remodel units 2.3.4.5.6.7.8.9.10.12	$150,625
14	Tropical Door	New 16' garage door and opener	$2,900
15	Caslin Painting	Paint ext of Main and Carriage Houses	$16,975
16	Superior Sheds	Storage shed for property	$3,664
17	Skyline Builders	Carriage House Roof	$12,010
18	Sunny Concrete	Replace walkway, repair front steps	$4,000
19	Skyline Builders	New exterior door, windows, and interior repairs unit 11	$5,642
20			$300,069
21			
22		Work performed from July 2021 thru Jan 2024	
23			
24	Skyline Builders	Remodel Apt #1	$22,670
25			$322,739

RECEIPT DATE 2/15/24 No. 070450

RECEIVED FROM Jay Thakkar, P.A. $ 20.00

Twenty and No/100 DOLLARS

○FOR RENT CE-23-767 215 Riverside Dr

○FOR

ACCOUNT		✓ CASH	LR Application
PAYMENT	20	○ CHECK	FROM TO
BAL. DUE		○ MONEY ORDER	BY D Cerdo
		○ CREDIT CARD	3-11

Default inspector: AGR Gonzalez-Ruiz, Augusto
Credit balance: .00
Disposition: Public
Pin number: 923752

Owner Information

Owner name: PARKSIDE PROPERTIES LLC
Address: 215 RIVERSIDE DR
City: COCOA, FL 32922
Phone: (207) 874-0700
Notice: Y
Flip: Y

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
No violations exist					

Case Data

Description	Data
Extension Time	
Commercial Y/N	
Owner Occupied Y/N	
Residential Y/N	
Vacant Y/N	
Rental Y/N	
Right-of-Way	
Zoning Code	NOT AVAILABLE

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type Description **Transaction** **Amount Due** **Amount Billed** **Starting date** **Ending date** **Daily fee** **Lien amount**

add $10 —
back on

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

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

PROPERTY DETAILS

Account	2426376
Owners	PARKSIDE PROPERTIES LLC
Mailing Address	3133 CORRINE DR ORLANDO FL 32803
Site Address	215 RIVERSIDE DR COCOA FL 32922
Parcel ID	24-36-33-81-*-8
Property Use	0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 U
Exemptions	NONE
Taxing District	23D0 - COCOA
Total Acres	0.54
Subdivision	DERBYS ADDN TO COCOA
Site Code	0114 - RIVER ACCESS
Plat Book/Page	0001/0090
Land Description	DERBYS ADDN TO COCOA LOT 8 & WATER LOT 8 EXC ORB 9466 PG 269



VALUE SUMMARY

Category	2022	2021	2020
Market Value	$959,470	$610,000	$610,000
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$671,000	$610,000	$559,350
Assessed Value School	$959,470	$610,000	$610,000
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$671,000	$610,000	$559,350
Taxable Value School	$959,470	$610,000	$610,000

SALES/TRANSFERS

Date	Price	Type	Instrument
05/14/2018	$849,800	WD	8175/1713
05/15/2016	--	WD	7636/2486
01/10/2005	--	OR	5416/6798
10/13/2004	--	DC	5416/6799
11/30/1956	--	WD	0433/0269

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 UNITS

Materials		Details	
Exterior Wall:	PLYWD/T111	Year Built	1922
Frame:	WOOD FRAME	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	2
Roof Structure:	WOOD TRUSS	Residential Units	2
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	371	Wood Deck	21
Base Area (2nd)	486	Dock Roof - Shingle	21
Garage	360		
Screen Porch	55		

Total Base Area	857
Total Sub Area	1,272

PROPERTY DATA CARD #2

Building Use: 0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 UNITS

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1922
Frame:	WOOD FRAME , MASNRYCONC	Story Height	10
Roof:	ASPH/ASB SHNGL	Floors	3
Roof Structure:	WOOD TRUSS	Residential Units	10
		Commercial Units	0

Sub-Areas		Extra Features	
Balcony	70	Fireplace	2
Base Area (1st)	2,469		
Base Area (2nd)	1,781		
Base Area (3rd)	844		
Open Porch	164		
Screen Porch	36		
Total Base Area	5,094		
Total Sub Area	5,364		

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 7/5/2023
CASE: 23-767

To: HAUGHWOUT- OSORIO, KRISTIN S
1860 CHIPPEWA TRL
MAITLAND FLORIDA 32751

Notice of Hearing

Complainant	**Respondent(s)**
THE CITY OF COCOA,	**PARKSIDE PROPERTIES LLC**
A Florida Municipal Corporation	Current Property Owner

PURSUANT to Section 162.06, Florida Statutes, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of repeat violation(s) of the City of Cocoa Code of Ordinances, as more specifically described below, and gives further notice that this matter shall be scheduled before the City of Cocoa Code Enforcement Board on a date set forth in this Notice of Hearing. Respondent(s) is/are hereby notified that a fine of up to $500.00 will continue to accrue daily from the date of **7/3/2023** until the property is brought into compliance.

1. Property where current violation(s) exist(s):
215 RIVERSIDE DR COCOA FL 32922

2. Name and address of property owner/violator where current violation(s) exist(s):
PARKSIDE PROPERTIES LLC
215 RIVERSIDE DR
COCOA FL 32922

3. Section of Code and description of violation(s) at Property:

Permit Required App A Art. XV Sec. 2 (a)

4. Date this property owner/violator was previously found by the Code Enforcement Board to have violated the same Code provision(s): **4/18/2019**

5. Date repeat violation found by Code Enforcement Officer: **7/3/2023**

6. Days to bring Property into compliance: **None. Property must be brought into compliance immediately as repeat violation fines begin to run once a repeat violation is found.**

7. In order to stop the daily fines from continuing, the Property must be brought into compliance and you must IMMEDIATELY notify the Code Enforcement Officer listed below for an inspection. The following corrective actions must be taken **IMMEDIATELY**:

Please obtain proper permits from the Building Dept. AND approved final inspection.

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 8/17/2023, at 6:00pm or as soon thereafter possible, to determine if the Respondent was in violation for the date set forth in this notice. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The case may be presented to the Code Enforcement Board even if the repeat violation has been corrected prior to the board hearing.

This Notice is sent by certified mail and regular mail to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The City may also provide notice by other means permitted by Florida Statutes.

If you have any questions regarding this Notice of Hearing for Repeat Violation do not hesitate to contact the below signed Code Enforcement Officer at the City of Cocoa.

_____

Augusto Gonzalez - Code Enforcement Officer
(321)-482-4608/ aruiz@cocoapolice.com

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 7/5/2023
CASE: 23-767

To: PARKSIDE PROPERTIES LLC
3133 CORRINE DR
ORLANDO FL 32803

Notice of Hearing

Complainant	**Respondent(s)**
THE CITY OF COCOA,	**PARKSIDE PROPERTIES LLC**
A Florida Municipal Corporation	Current Property Owner

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1. Property where current violation(s) exist(s):
215 RIVERSIDE DR COCOA FL 32922

2. Name and address of property owner/violator where current violation(s) exist(s):
PARKSIDE PROPERTIES LLC

215 RIVERSIDE DR
COCOA FL 32922

3. Section of Code and description of violation(s) at Property:

Permit Required App A Art. XV Sec. 2 (a)

4. Date this property owner/violator was previously found by the Code Enforcement Board to have violated the same Code provision(s): **4/18/2019**

5. Date repeat violation found by Code Enforcement Officer: **7/3/2023**

6. Days to bring Property into compliance: **None. Property must be brought into compliance immediately as repeat violation fines begin to run once a repeat violation is found.**

7. In order to stop the daily fines from continuing, the Property must be brought into compliance and you must IMMEDIATELY notify the Code Enforcement Officer listed below for an inspection. The following corrective actions must be taken **IMMEDIATELY**:

Please obtain proper permits from the Building Dept. AND approved final inspection.

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 8/17/2023, at 6:00pm or as soon thereafter possible, to determine if the Respondent was in violation for the date set forth in this notice. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The case may be presented to the Code Enforcement Board even if the repeat violation has been corrected prior to the board hearing.

This Notice is sent by certified mail and regular mail to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The City may also provide notice by other means permitted by Florida Statutes.

If you have any questions regarding this Notice of Hearing for Repeat Violation do not hesitate to contact the below signed Code Enforcement Officer at the City of Cocoa.

_____

Augusto Gonzalez - Code Enforcement Officer
(321)-482-4608/ aruiz@cocoapolice.com

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 18-620

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

Parkside Properties Llc
Owners of the Property located at:
215 Riverside Dr
Cocoa, FL 32922

Parcel ID: 24-36-33-81-*-8

Respondent,
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on April 18, 2019 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of: XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b), XXII.Permit Required App A Art. XV Sec 2 (a), and XII.Handrails/ Guardrails Ch 6 Sec. 6-1003 (l), of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following: XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b), XXII.Permit Required App A Art. XV Sec 2 (a), and XII.Handrails/ Guardrails Ch 6 Sec. 6-1003 (l), of the City Code.

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until May 18, 2019 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein,the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of seventy-five dollars ($75.00) per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS _____ DAY OF _____, 2019.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

_____
Jim Gifford, Chairman

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at Parkside Properties Llc, whose mailing address is 215 Riverside Dr Cocoa FL 32922 this ___ day of _____, 20_____via __hand delivery/__certified mail/__U.S. mail/__posting (mark all that apply).

_____
Secretary, Code Enforcement Board

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 18-620
7/18/2019

CFN 2019167891, OR BK 8503 PAGE 147,
Recorded 08/01/2019 at 02:21 PM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:1

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

COCOA CITY
65 STONE ST
COCOA, FL 32922-7807

vs.

Parkside Properties Llc
Owners of the Property located at:
215 Riverside Dr
Cocoa FL 32922

Parcel ID: 24-36-33-81-*-8

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 7/18/2019 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 5/18/2019

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of $75.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

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

DONE AND ORDERED at Cocoa, Florida, this 18th , day of July, 2019

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

_____
Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 23 day of July, 2019, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

_____
Notary Public Signature

Notary Public State of Florida
Daria D Crowl
My Commission GG 268894
Expires 11/11/2022

CFN 2023187111, OR BK 9877 Page 748, Recorded 08/31/2023 at 03:11 PM Rachel M. Sadoff, Clerk of Courts, Brevard County

COCOA CITY
65 STONE ST

COCOA, FL 32922-7807

2

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 23-767

THE CITY OF COCOA
A Florida Municipal Corporation,

Complainant,

vs.

PARKSIDE PROPERTIES LLC
Owners of the Property located at:
215 RIVERSIDE DR
COCOA FL 32922

Parcel ID: 24-36-33-81-*-8

Respondent,

_____/

ORDER IMPOSING PENALTY ON REPEAT VIOLATION

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on August 17, 2023 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact and Conclusions of Law incorporated into this Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds:

1. That the Respondent was provided a Notice of Repeat Violation in accordance with Section 6-804 of the City of Cocoa Code of Ordinances ("City Code") and consistent with Sections 162.06 and 162.12 of the Florida Statutes;

2. The violation of ***Permit Required App A Art. XV Sec 2 (a)*** previously committed on the property has been repeated. The Property Owner and Respondent was further provided a Notice of the Repeat Violation and Notice of Hearing requested to correct the violation immediately to avoid fine or penalty.

3. That Respondent has been found as a repeat violator, therefore does not get reasonable time to correct the violation. The Code Enforcement Board shall impose a fine beginning on the first day the repeat violation(s) is/are found to exist.

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS, IT IS HEREBY ORDERED:

1. Respondent be fined starting 7/5/2023 and in the amount of $500.00 dollars (five hundred dollars) per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to provide notice of such violations being corrected to the Code Enforcement Officer.

2. If Respondent fails to correct any and all violations on the property within the time period prescribed herein, the Clerk of the Code Enforcement Board shall be directed to record a certified copy of this Order in the public records for Brevard County, Florida, which shall serve as a lien against the property.

3. Any and all future recurrences of any violation(s) addressed herein after same have been corrected shall necessitate further proceedings before the Code Enforcement Board without necessarily providing Respondent and opportunity to correct such violation and that the Code Enforcement Board, upon finding such repeat violation(s) exist shall impose a fine in the amount of two hundred and fifty dollars ($250.00) {*not to exceed five hundred dollars ($500.00)*} per day for each repeat violation, beginning on the first day the repeat violation(s) is/are found to exist.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Chairman, Code Enforcement Board

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 17 day of August, 2023, by Lloyd Roberts, Chairman of the City of Cocoa Code Enforcement Board.

Notary Public Signature

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

REAL PROPERTY DETAILS
Account 2426376 - Roll Year 2023

Owners	PARKSIDE PROPERTIES LLC
Mailing Address	PO BOX 10250 PORTLAND ME 04104
Site Address	215 RIVERSIDE DR COCOA FL 32922
Parcel ID	24-36-33-81-*-8
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 U
Total Acres	0.54
Site Code	0114 - RIVER ACCESS
Plat Book/Page	0001/0090
Subdivision	DERBYS ADDN TO COCOA
Land Description	DERBYS ADDN TO COCOA LOT 8 & WATER LOT 8 EXC ORB 9466 PG 269



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$903,650	$959,470	$610,000
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$738,100	$671,000	$610,000
Assessed Value School	$903,650	$959,470	$610,000
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$738,100	$671,000	$610,000
Taxable Value School	$903,650	$959,470	$610,000

SALES / TRANSFERS

Date	Price	Type	Instrument
05/14/2018	$849,800	WD	8175/1713
05/15/2016	--	WD	7636/2486
01/10/2005	--	OR	5416/6798
10/13/2004	--	DC	5416/6799
11/30/1956	--	WD	0433/0269

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 UNITS

Materials	
Exterior Wall:	STUCCO , BRD/LAP SIDING
Frame:	WOOD FRAME
Roof:	ASPH/ASB SHNGL
Roof Structure:	WOOD TRUSS

Details	
Year Built	1922
Story Height	8
Floors	2
Residential Units	2
Commercial Units	0

Sub-Areas	
Base Area (1st)	371
Base Area (2nd)	486
Garage	360
Screen Porch	55
Total Base Area	857
Total Sub Area	1,272

Extra Features	
Wood Deck	21
Dock Roof - Shingle	21

PROPERTY DATA CARD #2

Building Use: 0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 UNITS

Materials	
Exterior Wall:	STUCCO
Frame:	WOOD FRAME , MASNRYCONC
Roof:	ASPH/ASB SHNGL
Roof Structure:	WOOD TRUSS

Details	
Year Built	1922
Story Height	10
Floors	3
Residential Units	10
Commercial Units	0

Sub-Areas	
Balcony	70
Base Area (1st)	2,469
Base Area (2nd)	1,781
Base Area (3rd)	844
Open Porch	164
Screen Porch	36
Total Base Area	5,094
Total Sub Area	5,364

Extra Features	
Fireplace	2

LOGOUT

Navigate to...

VIEW PERMIT

Home / Services / Building Permits / View Permit

Upload documents

Leave message

Permit #: BR23-001292
Project #: 23-001605
Status: Closed
Address: 215 RIVERSIDE DR
Description: Remodel



Permit | Reviews | Documents | Inspections

Inspection Type	Inspector	Date	Status
Final Building	Joe Salgot	12/27/2023	Approved with Comments VIEW COMMENTS →
Drywall Screw	Joe Salgot	11/28/2023	Approved

Inspection Type	Inspector	Date	Status
Drywall Screw	Marco Delano	11/27/2023	Denied VIEW COMMENTS ⟶
Insulation	Joe Salgot	11/20/2023	Approved
Rough Plumbing (Walls/Ceiling)	Marco Delano	11/17/2023	Approved with Comments VIEW COMMENTS ⟶
Rough Electrical (Walls/Ceiling)	Marco Delano	11/17/2023	Approved with Comments VIEW COMMENTS ⟶

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citizenserve

Terms of Use (TermsofUse.pdf)

Privacy Policy (PrivacyPolicy.pdf)

Legislation Details (With Text)

File #:	24-307	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	5/21/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 3629 E Malory Ct., be reduced to $3,078.65 as recommended by the Code Enforcement Board. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	0. Council Staff Report.pdf LR Appl.pdf LR Staff Report.pdf Cost Aff -3629.pdf 1. BCPAO.pdf 1. Entity.pdf 1. NOV.pdf 1. NOV (A).pdf 1. NOV(AP).pdf 3. NOH.pdf 3. NOH(A).pdf BO.pdf 5. NOHNC.pdf 5. NOHNC(A).pdf Order.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 21, 2024
Agenda Date: July 9, 2024
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier, IV, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 3629 E Malory Ct., be reduced to ***$3,078.65*** as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 22-503

Code Enforcement Offense: The owner, RESICAP Florida Owner II LLC, was found to be in

violation of "*Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d), Landscape Requirements, App. A Art. XIII, Sec. 22 (a-i), Permit Required (fences), App. A Art. XIII, Sec. 5 (c), Protective Treatment, Sec. 6-1003 (b), Storing Outdoors, Sec. 6-900 (b) (11), Clearance of Land Required, Sec. 6-901, Permit Required, App. A Art. XV Sec. 2(a), and Storing Vehicles, Sec. 6-900 (b) (8),* by the Code Enforcement Board during a public hearing held on *January 19, 2023*.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** $200.00 per day
- **Duration:** From 2/18/2023 to 6/7/2023
- **Total Fine:** $21,810.00

Lien Reduction Request: RESICAP Florida Owner II LLC is requesting a reduction of the lien to no more than ***$5,000.00.***

The Code Enforcement Board at the regular meeting May 16, 2024, recommended that the fine be reduced to ***$3,078.65.***

RECOMMENDED MOTION

Approve the current Code Enforcement Lien for the property located at 3629 E Malory Ct, be reduced to ***$3,078.65*** as recommended by the Code Enforcement Board

Factors Considered for Lien Reduction (Section 6-707 of the City Code):

1. The gravity of the violation
2. The time in which it took the violator to come into compliance
3. The accrued amount of the code enforcement fine or lien
4. Any previous or subsequent code violations
5. Any financial hardship
6. Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine

Staff Assessment and Findings:

- **Ownership at Time of Violation:** Yes, the current owner owned the property when the violations occurred.
- **Residency:** The property is used as a single-family rental.
- **Number of Violations:** 8
- **Number of Inspections:** 21
- **Property Taxes:** Paid through 2023
- **Other Liens:** No outstanding liens, including water liens
- **Property Condition:** Inspected on *July 9, 2024*, and found in compliance before the Code Board Hearing; another inspection will occur prior to the Council Meeting.
- **Current Market Value:** $233,940 (Brevard County Property Appraiser, categorized as Single-Family Residence)
- **Staff Cost:** *$3,078.65*

Council Procedure: After a recommendation is rendered by the Code Enforcement Board, the city

council may:

- Approve
- Approve with conditions
- Deny the application to satisfy or release the lien

If approved with conditions, the satisfaction or release of the lien will not be prepared or recorded until the conditions are met. The violator has thirty (30) days to comply with the conditions. Failure to comply will result in automatic denial of the application. If denied, or automatically denied due to non-compliance, the violator is barred from reapplying for a reduction or forgiveness of the lien for one year from the date of denial. During this period, the lien can only be satisfied by full payment of the fine or penalty imposed.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting May 16, 2024, recommended that the lien be reduced to $3,078.65.

Cocoa Police Department
Code Enforcement
Lien Reduction Staff Report

Case No. 22-503 **Site Address:** 3629 E Malory Ct

Staff: Vincent Buonocore | Code Officer; Augusto Gonzalez | Code Manager

I. PROPERTY INFORMATION:

Property Owner: RESICAP Florida Owner II LLC
Mailing Address: 3630 Peachtree Rd NE STE 1500
Atlanta GA 30326

II. CASE FACTS:

FINE AMT:	OWNER REQUEST AMT:	CE BOARD RECOMMENDATION:
$21,810.00	No greater than $5,000.00	$3,078.65

NOTICES:	INSPECTIONS:	OTHER FACTS:
Notice of Violation: 8/11/2022	Initial Inspection: 8/11/2022	Rental/Homestead: Rental
Notice of Hearing: 11/18/2022	Last Inspection: 6/4/2024	Extension(s): Y
Certified Mail: 11/18/2022	Total Inspections: 21	Date of Compliance: 6/7/2023
Posted (to property) Notice: 11/18/2022	Severity: Blight & Unsanitary	Length of Non-Compliance: 109 Days

After considering several factors, on ***May 16, 2024*** the Code Enforcement Board voted to ***reduce*** the current lien for the property located at ***3629 E Malory Ct, Cocoa Fl 32926*** to ***$3,078.65***.

All notices were sent to the mailing address on file with the Brevard County Property Appraiser's Office (BCPAO) and posted to the property in violation. The *fine period* was from ***February 18, 2023*** to ***June 7, 2023*** (*109 Days*) and the lien ran at ***$200.00*** per day leaving a total fine balance of: ***$21,810.00***.

III. VIOLATIONS:

- **Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a)-(d)** ; For the accumulation of trash and litter throughout the property.
- **Landscape Requirements, App. A Art. XIII Sec. 22 (a)–(i)**; For the failure to maintain the property's landscape in a clean, neat and sanitary manner.

- **Permit Required (fences), App. A Art. XIII Sec. 5 (c)**; For the erection of an unpermitted fence.

- **Protective Treatment, Sec. 6-1003 (b)**; For the disrepair of protective treatment (paint) and weather stains to the exterior structure.

- **Storing Outdoors, Sec. 6-900 (b) (11)**; For the outdoor storage of misc. items. Including tables, chairs, and indoor furniture.

- **Clearance of Land Required, Sec. 6-901**; For the failure to maintain overgrowth throughout areas of the property limiting right-of-way access.

- **Permit Required, App. A Art. XV Sec. 2 (a)**; For the erection of an unpermitted shed.

- **Storing Vehicles, Sec. 6-900 (b) (8)**; For the storing of unregistered and/or unserviceable vehicles.

IV. SUMMARY OF CEB VIOLATION EVENTS:

On ***January 19, 2023***, The Code Enforcement Board held a public hearing, at which time the Board found the owner, *Resicap Florida Owner II LLC* in violation of the above-mentioned sections of the city code. The property owner was not present and was given thirty (30) days to come in to compliance *(2/18/2023)* or a fine of *$200.00* per day be imposed until the violations were corrected.

On ***March 16, 2023*** a non-compliance hearing was held at which time the Board voted unanimously that the owner is in violation and an order imposing a lien was issued with the fine period beginning on *February 18, 2023.* The property owner(s) was not present.

V. BACKGROUND INFORMATION:

The property was found in violation of the above noted items and the presumption of service has been met pursuant to FS 162.

The current property owner *(Resicap Florida Owner II LLC)* was the property owner at the time of the violations and tenant(s) occupied the rental home. Throughout the life of the case staff spoke with various property representatives via phone conversations and email detailing the violations, timelines, corrective actions, and provided several extensions.

During staff's attempts of providing extensions and monitoring progress, the progress ceased and the tenants began living on the property without water creating public health and welfare complaints for smells of raw sewage (Nov/Dec 2022) at which point the case was scheduled for a hearing.

Approximately (4) four months after a non-compliance hearing the property was brought in to compliance after the property owner(s) obtained a property management team. The *total time* the property was in violation was approximately **300 days**, the total time in violation *while being fined* was **109 days.**

The property representative (Christina Hardy) was compliant, cooperative and maintained communication throughout the lien reduction process. Per conversations I (Augusto Gonzalez) had with the property representative, future plans for the property include: *operating the property as a rental in the community*.

Application # CE - 22 - 503

LIEN REDUCTION APPLICATION

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

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

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

For Office Use Only - Date Received
RECEIVED
MAR 01 2024
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 02/28/2024

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

Company (if applicable): _____

Name: Katina M. Hardee, Esq.

Mailing Address: 110 SE 6th Street, Suite 2600

City: Fort Lauderdale State: FL Zip Code: 33301

Phone #: (954) 939-3367 Fax #: (954) 678-4090

Mobile #: (850) 736-0351 E-mail: Katina.Hardee@lewisbrisbois.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): Resicap Florida Owner II, LLC

Name: Agent: Joshua Gehman

Mailing Address: 3630 Peachtree Road NE, Suite 1500

City: Atlanta State: Georgia Zip Code: 30326

Phone #: (470) 428-8221 Fax #: (404) 201-2914

Mobile #: _____ E-mail: codeviolations@resicap.com

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

Street Address and Location: 3629 E. Malory Ct., Cocoa, Florida 32926

Parcel ID:

2 4 - 3 5 - 1 3 - 7 7 - - * 6 4 _ _ -

_ _ _ _ _ _ _

Tax Account Number:

2 4 0 5 0 5 7

Existing Use(s) on Property: 0110 - Single Family Residence/Long Term Housing Rental

Proposed Use(s) on Property: Residential/Long Term Housing Rental

(If residential – (circle one) **owner occupied** or (**rental**) if rental does property owner anticipate accepting any state or federal rental subsidies?
At this time, the owner does not anticipate accepting any state or federal rental subsides.

Nature of Violation(s): Abandoned/Junk Vehicle by lease/renter

Date Fine or Lien Imposed: 08/11/2022 Amount of Fine: $21,810.00 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: January 25, 2023

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

Code enforcement case number: 22-00000503

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? 167

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? N/A

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 remained in contact with Officer Vince Bouonocore and advised him on or about February 3, 2023, that the violation was cured. He indicated that he visited the home, and that until all code violations were resolved, all violations would remain open.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Resicap purchased the subject property on 4/20/2022, and there was a current tenant renting the property at the time property at the time of purchase. The tenants were not cooperative in removing the vehicle when they were requested to do so.

Amount you are requesting that the lien be reduced to: $2,500 - to $5,000 maximum

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:

See above. The tenants' noncompliance with requests to remove the vehicle resulted in a delay in compliance. Further, such a significant fine amount will cause Resicap a financial hardship.

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

No.

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

   a. ☒ **Notarized application.**

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

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

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

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

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

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

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

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

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

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

12. **Signatures and Notarization.**

STATE OF Florida COUNTY OF Broward. I, Katina M. Hardee 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.

Katina M Hardee
(APPLICANT SIGNATURE)

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

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Marvalyn Williams
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ Broward

Sworn and subscribed to before me this 28th day of February, 2024

MARVALYN WILLIAMS
MY COMMISSION # HH 151082
EXPIRES: July 14, 2025
Bonded Thru Notary Public Underwriters

Public Hearing Process Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The gravity of the violation;

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

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

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

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

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

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

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

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

(Ord. No. 16-06, § 2, 5-9-06)

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
5/16/2024

LIEN REDUCTION REQUEST FOR
3629 E Malory Ct

CASE # 22-503

The Code Enforcement Board held a public hearing on **1/19/2023**, at which time the Board found the owner, **Resicap Florida Owner II LLC** in violation of the following:

- **Accum. Of Trash and Litter, Sec. 6-900 (b)(1)(a-d)**
- **Landscape Requirements, App. A Art. XIII Sec. 22 (a-i)**
- **Permit Required (fences), App. A Art. XIII Sec.5 (c)**
- **Protective Treatment, Sec. 6-1003 (b)**
- **Storing Outdoors, Sec. 6-900 (b)(11)**
- **Clearance of Land Required, Sec. 6-901**
- **Permit Required, App. A Art. XV Sec. 2 (a)**
- **Storing Vehicles, Sec. 6-900 (b)(8)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **3/16/2023.**

The lien ran at **$200.00** per day from **2/18/2023** until compliance was achieved on **6/7/2023**. Code records show onsite inspections were conducted by **Officer Buonocore and myself**. The case was closed leaving a fine of **$21,810.00**.The current owner, **Resicap Florida Owner II LLC**, is requesting that the lien be reduced to **No greater than $5,000.00**.

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

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, this is a rental property**
- The number of violations related to the subject lien; **Eight**
- Number of Inspections performed: **21**
- Property Taxes: **Property taxes are current**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, May 16, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$233,940** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **$3,078.65**

Staff's recommendation is that the fine/lien be reduced to **$3,078.65** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-22-503 **Date: 5/16/24**

Resicap Florida Owner II LLC

Site Address: 3629 E Malory Ct

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	19	0.75	$35.06	$499.61
2	Code Manager	4	0.75	$48.54	$145.62
3					
				Total A1	$645.23

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	25	0.5	35.06	$876.50
2	Code Manager	6	0.5	48.54	$291.24
3					
				Total A2	$1,167.74

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15	$36.06	$540.90
2	City Attorney	Case Duties	3	$150.00	$450.00
3	Chief	Board Hearings	0	$69.71	$0.00
4					
5					
				Total A3	$990.90

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	$0.35	$122.50
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	124	$0.55	$68.20
5	Standard Mail	6	$0.55	$3.30
6	Certified Mail	5	$5.26	$26.30
7	Recording Fees	2	$10.00	$20.00
8				
9				
			Total B	$274.78

C. Total Amount of Cost (A1+A2+A3+B): $3,078.65

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

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

PROPERTY DETAILS

Account	2405057
Owners	RESICAP FLORIDA OWNER II LLC
Mailing Address	3630 PEACHTREE RD NE, STE 1500 ATLANTA GA 30326
Site Address	3629 E MALORY CT COCOA FL 32926
Parcel ID	24-35-13-77-*-64
Property Use	0110 - SINGLE FAMILY RESIDENCE
Exemptions	NONE
Taxing District	23D0 - COCOA
Total Acres	0.30
Subdivision	COCOA NORTH VILLAS NO 2
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0030/0028
Land Description	COCOA NORTH VILLAS NO 2 LOTS 64, 65 & 66



VALUE SUMMARY

Category	2022	2021	2020
Market Value	$200,300	$160,330	$156,130
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$176,360	$160,330	$155,400
Assessed Value School	$200,300	$160,330	$156,130
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$176,360	$160,330	$155,400
Taxable Value School	$200,300	$160,330	$156,130

SALES/TRANSFERS

Date	Price	Type	Instrument
04/05/2022	$6,056,900	WD	9480/2539
04/12/2016	$73,100	CT	7590/1417
06/30/1996	$80,000	WD	3585/4650
10/01/1992	$348,000	PT	3243/4027
06/30/1984	$693,000	PT	2538/0667

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1996
Frame:	MASNRYCONC	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	1,240	Patio - Concrete	143
Garage	497	Outbuilding	192
Open Porch	35		
Total Base Area	1,240		
Total Sub Area	1,772		

Generated on 8/11/2022 2:33:29 PM

Detail by Entity Name

Foreign Limited Liability Company
RESICAP FLORIDA OWNER II LLC

Filing Information

Document Number	M22000000609
FEI/EIN Number	NONE
Date Filed	01/11/2022
State	DE
Status	ACTIVE

Principal Address

WOODLAWN HALL AT OLD PARKLAND
3953 MAPLE AVENUE SUITE 300
DALLAS, TX 75219

Mailing Address

WOODLAWN HALL AT OLD PARKLAND
3953 MAPLE AVENUE SUITE 300
DALLAS, TX 75219

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title VP

HOYL, RON J
3953 MAPLE AVENUE STE 300
DALLAS, TX 75219

Annual Reports

No Annual Reports Filed

Document Images

01/11/2022 -- Foreign Limited View image in PDF format

Florida Department of State, Division of Corporations

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 8/11/2022
CASE: 22-0503

To: RESICAP FLORIDA OWNER II LLC
3630 PEACHTREE RD NE, STE 1500
ATLANTA GA 30326

Notice of Violation

Address of Violation: 3629 E MALORY CT COCOA FL 32926
Parcel Control No.: 24-35-13-77-*-64
Legal Description: COCOA NORTH VILLAS NO 2 LOTS 64, 65 & 66

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days.

City of Cocoa Code Violation(s):

XXII.Permit Required App A Art. XV Sec 2 (a)

XXIII.Permit Required (fences) App A Art. XIII Sec 5 (c)

II.Accum. Of Trash and Litter Ch 6 Sec. 6-900(b)(1)a-d

XIV.Landscape Requirements App A Art. XIII Sec 22 (a-i)

XXXIV.Temp Storage, App A Art. XIII Sec 30 (a)(3)

VI.Clearance of land required Ch.6 Sec. 6-901

XXXI.Storing Vehicles, Ch 6 Sec. 6-900 (b)(8)

XXVI. Premises Identification Ch 6 Sec. 6-1300(c)



Corrective Action*:*

XXII-Please obtain proper permits from the Building Dept.

XXIII-Please obtain proper permits for accessory structures from the Building Dept.

II-Please remove or place all outside storage, trash, junk, and debris in a fully enclosed building.

XIV-Please contact the Planning and Zoning Dept. (321)433-8536. To meet the requirements of this section.

XXXIV-Please obtain required permits or meet the criteria for temporary storage.

VI-Please mow, maintain, & clean the property. Grass can not exceed 12 inces in height not limited to right-of-way, easements or alleys.

XXXI-All boats and vehicles must have current registration and decals.

XXVI-Please place House Numbers on the structure clearly visible

In the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

If you have any questions regarding this Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

Vincent Buonocore

Vincent Buonocore
Code Enforcement Officer
321-704-0647/vbuonocore@cocoapolice.com
Tuesday – Friday 7am-6pm

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 8/11/2022
CASE: 22-0503

To: C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Notice of Violation

Address of Violation: 3629 E MALORY CT COCOA FL 32926
Parcel Control No.: 24-35-13-77-*-64
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Code Enforcement Officer
321-704-0647/vbuonocore@cocoapolice.com
Tuesday – Friday 7am-6pm

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 8/11/2022
CASE: 22-0503

To: HOYL, RON J
3953 MAPLE AVENUE STE 300
DALLAS, TX 75219

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Vincent Buonocore
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321-704-0647/vbuonocore@cocoapolice.com
Tuesday – Friday 7am-6pm

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 11/18/2022
CASE: 22-0503
ADDRESS: 3629 E MALORY CT

To: RESICAP FLORIDA OWNER II LLC
3630 PEACHTREE RD NE STE 1500
ATLANTA, GA 30326

Complainant	**Respondent(s)**
THE CITY OF COCOA, **A Florida municipal Corporation**	RESICAP FLORIDA OWNER II LLC, C T CORPORATION SYSTEM **Current Property Owner**

VS.

NOTICE OF HEARING

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 1/19/2023, at 6:00 p.m. or as soon thereafter possible. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The Code Enforcement Board will receive testimony and evidence at said hearing regarding the violation(s) occurring upon the Property of the Respondent(s) as set forth in the Notice(s) of Violation and shall make a determination as to whether such violation(s) is/are corrected pursuant to Section 162.07, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances.

You are entitled to testify and present evidence and witnesses in defense at the hearing. Since the proceedings of the Code Enforcement Board are legal in nature, you may wish to have legal counsel attend the above referenced hearing.

The Code Enforcement Board may enter an Order requiring the owner of the Property to correct any violation(s) by a specific date and that a fine may be imposed not to exceed Two Hundred and Fifty Dollars ($250.00) per violation for a first violation or Five Hundred Dollars ($500.00) per violation for a repeat violation, for each day any violation(s) exist(s) or continue(s) to exist beyond the date the Code Enforcement Board orders you to correct the violation(s). This penalty, if not paid, will become a lien on the Property and any other personal or real property owned by the Respondent(s) which can be satisfied by foreclosure and sale of said Property and/or other personal or real property.

AN AGGRIEVED PARTY, INCLUDING THE CITY OF COCOA, MAY APPEAL A FINAL ADMINISTRATIVE ORDER OF THE CODE ENFORCEMENT BOARD TO THE CIRCUIT COURT AS PROVIDED BY THE GENERAL LAW OF THE STATE OF FLORIDA. ANY SUCH APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THE ORDER TO BE APPEALED. FURTHER, IF AN APPEAL IS FILED, THE AGGRIEVED PARTY MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE BOARD'S HEARING IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Vincent Buonocore
Vincent Buonocore, Code Enforcement Officer
321-704-0647 | vbuonocore@cocoapolice.com

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 11/18/2022
CASE: 22-0503
ADDRESS: 3629 E MALORY CT

To: C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
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Complainant	**Respondent(s)**
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Vincent Buonocore
Vincent Buonocore, Code Enforcement Officer
321-704-0647 | vbuonocore@cocoapolice.com

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-0503

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

RESICAP FLORIDA OWNER II LLC
Owners of the Property located at:
3629 E MALORY CT
Cocoa, FL 32922
Parcel ID: 24-35-13-77-*-64

Respondent,
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on January 19, 2023 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of:

- ☒ *II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d*
- ☑ *XIV.Landscape Requirements App A Art. XIII Sec 22 (a-i)*
- ☑ *XXIII.Permit Required (fences) App A Art. XIII Sec 5 (c)*
- ☑ *XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)*
- ☑ *XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)*
- ☑ *VI.Clearance of land required Ch.6 Sec. 6-901*
- ☑ *XXII.Permit Required App A Art. XV Sec 2 (a)*
- ☐ *XXVI.Premises Identification Ch 6 Sec. 6-1003 (c)*
- ☒ *XXXI.Storing Vehicles, Ch 6 Sec. 6-900 (b)(8)*

of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following violations of the City Code:

☒ *II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d*
☒ *XIV.Landscape Requirements App A Art. XIII Sec 22 (a-i)*
☒ *XXIII.Permit Required (fences) App A Art. XIII Sec 5 (c)*
☒ *XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)*
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☒ *XXII.Permit Required App A Art. XV Sec 2 (a)*
☐ *XXVI.Premises Identification Ch 6 Sec. 6-1003 (c)*
☒ *XXXI.Storing Vehicles, Ch 6 Sec. 6-900 (b)(8)*

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until February 18, 2023 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein,the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of **$200.00** per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 19 DAY OF January, 2023.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Chairman, Code Enforcement Board

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at RESICAP FLORIDA OWNER II LLC, whose mailing address is 3630 PEACHTREE RD NE STE 1500 ATLANTA, GA 30326 this 19 day of January, 2023_____via __hand delivery/__certified mail/ ✓U.S. mail/__posting (mark all that apply).

Darla D. Crowl

Secretary, Code Enforcement Board

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

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 2/22/2023
CASE: 22-0503
ADDRESS: 3629 E Malory Ct

To: RESICAP FLORIDA OWNER II LLC
3630 PEACHTREE RD NE, STE 1500
ATLANTA GA 30326

Notice of Non Compliance Hearing

Complainant	Respondent(s)
THE CITY OF COCOA,	RESICAP FLORIDA OWNER II LLC
A Florida Municipal Corporation	Current Property Owner

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 3/16/2023, at 6:00pm or as soon thereafter possible, to determine whether Respondent has come into compliance with the Code Enforcement Board's previous order. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

Vincent Buonocore

_____

Vincent Buonocore | Code Enforcement Officer
City of Cocoa Code Enforcement
321-704-0647 | vbuonocore@cocoapolice.com

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 2/22/2023
CASE: 22-0503
ADDRESS: 3629 E Malory Ct

To: C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION FL 33324

Notice of Non Compliance Hearing

Complainant	**Respondent(s)**
THE CITY OF COCOA,	RESICAP FLORIDA OWNER II LLC
A Florida Municipal Corporation	Current Property Owner

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Vincent Buonocore

_____

Vincent Buonocore | Code Enforcement Officer
City of Cocoa Code Enforcement
321-704-0647 | vbuonocore@cocoapolice.com

CFN 2023064344, OR BK 9752 Page 2595, Recorded 03/31/2023 at 04:29 PM Rachel M. Sadoff, Clerk of Courts, Brevard County

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

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-0503
3/16/2023

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs

RESICAP FLORIDA OWNER II LLC
Owners of the Property located at:
3629 E MALORY CT
Cocoa FL 32926

Parcel ID 24-35-13-77-*-64

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

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

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of **$200.00** per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162 09, Florida Statutes

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

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

_____
Lloyd Roberts, Chairman

CERTIFICATION·
State of Florida, County of Brevard

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

_____
Notary Public Signature

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

Legislation Details (With Text)

File #:	24-245	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/25/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	To Approve a Resolution Amending the FY2024 Budget, BAF#24-084-A to Accept Grant Funding for the Sellers WRF Advanced Wastewater Treatment project. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Agreement LG005 (Executed).pdf Budget Resolution FY 2024-055 ADA Compliant.pdf Reverse BAF 24-043-A-UT-IRP, IPS, and TPS Replacement (1-23-24) Agenda 23-649.pdf BAF 24-084-A-UT-Sellers Advanced WW Treatment Grant (07-09-24) Agenda 24-245.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 4, 2024.
Agenda Date: July 9, 2024.
Prepared By: John Perrin, P.E., Senior Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Amending the FY2024 Budget, BAF#24-084-A to Accept Grant Funding for the Sellers WRF Advanced Wastewater Treatment project.

BACKGROUND:

The Advanced Wastewater Treatment (AWT) requirements per Florida Statute 403.806 mandate stricter limitations on wastewater effluent by July 1, 2025. The result of the statute effectively requires upgrades to the Internal Recycle Pump (IRP) system and the installation of a Supplemental Carbon System at the Jerry Sellers Water Reclamation Facility (Sellers WRF) to be in place and fully operational several months prior to the AWT deadline, allowing time for testing and tuning of the system during wet and dry seasons. The work generally consists of the replacement of the internal recycle pumps, motors, piping, and related appurtenances, as well as the installation of a supplemental carbon supply storage-and-feed system.

On September 12, 2023, a grant consideration application was submitted for the Indian River Lagoon Water Quality Improvements Grant Proposal to the Florida Department of Environmental Protection (FDEP). On December 18, 2023, the City was notified of FDEP's intent to move forward with award of the Grant to the City in an amount up to $3,626,600, contingent upon actual construction costs incurred.

The first phase of the construction of the IRP project, primarily consisting of the purchase of long lead items by Wharton-Smith, Inc. (WSI), was previously approved by City Council on September 26, 2023. The second and final phase of the construction of the IRP and supplemental carbon installation projects consists of the installation of the long lead items procured in the first phase and was approved by City Council on January 23, 2024 on Agenda #23-649. BAF #24-043-A-PW-IRP, IPS and TPS Replacement was prepared at that time to fully fund the project with the Renewal & Replacement fund fund balance. Since the City has received a grant award for $3,626,600, BAF #24-084-A will reverse BAF #24-043-A-PW-IRP, IPS and TPS Replacement and recognize the grant proceeds which will fund the project. The component portions of the project which contribute directly to reduction in phosphorus and nitrogen are eligible for reimbursement and are estimated at $3,626,600. At the January 23, 2024 City Council meeting, Agenda #23-649 authorized the City Manager to execute the Grant agreement (Agreement Number LG005), which was fully executed on May 3, 2024.

Staff recommends City Council approval of BAF #24-084-A to amend the FY2024 budget in order to accept grant funding and correct the budget for the project.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure.

BUDGETARY IMPACT:

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

Revenue
Account Name: FUND BAL-APPROP. RESERVES (Replenish FB)
Account Number: 424-0000-389.99-50
Amount: ($3,383,043)

Account Name: SELLERS WRF ADV. W.W. TREATMENT
Account Number: 424-0000-334.35-01 (GR24IR) (GRANT Rev)
Amount: $3,626,600

Expense

Account Name: Infrastructure
Account Number: 424-4055-536.63-00 (WS22IR) (Reversal)
Amount: ($3,683,043)

Account Name: Infrastructure
Account Number: 424-4055-536.63-00 (WS23SC) (Reversal)
Amount: $300,000

Account Name: Infrastructure
Account Number: 424-4055-536.63-78 (GR24IR) (GRANT)

Amount: $3,626,600

Account Name: Infrastructure
Account Number: 424-4055-536.63-00 (WS23SC)
Amount: ($56,443)

Account Name: Infrastructure
Account Number: 424-4055-536.63-00 (WS22IR) (Non-Grant related part of project)
Amount: $56,443

Source of Funds: Grant Source: Florida Department of Environmental Protection: Sellers WRF Advanced Wastewater Treatment Project Grant

The PO will be revised through a change order to consist of only two-line items: (1) grant funding, (2) non-grant funding.

PREVIOUS ACTION:

On September 13, 2022, City Council approved Task Order 2023-27 with Carollo for Engineering Design Services for the Internal Recycle Pump Replacement Project, and Bidding and Procurement Assistance for the IRP Replacement Project, the Influent Pump Station Rehabilitation Project, and the Transfer Pump Station Rehabilitation Project at the Sellers WRF.

On April 25, 2023, City Council approved the scope of services and Task Order 2023-03 with WSI for Construction Manager at Risk (CMAR) Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project at Sellers WRF.

On September 26, 2023, City Council approved the Guaranteed Maximum Price (GMP) Proposal #1 from WSI for the limited construction phase services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project (WS22IR) at Sellers WRF.

On January 23, 2024, City Council approved the GMP Proposal #2 from WSI for the construction phase services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project (WS22IR) at Sellers WRF.

On January 23, 2024, City Council authorized the City Manager to execute the agreement and forms, including contract modifications, for the Department of Environmental Protection’s Indian River Lagoon Water Quality Improvement Grant Program for a portion of the Sellers Water Reclamation Facility Advanced Treatment Improvement Project (Internal Recycle Pump Replacement and the Supplemental Carbon) at Sellers WRF.

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY2024 Budget, BAF#24-084-A to Accept Grant Funding for the Sellers WRF Advanced Wastewater Treatment project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Sellers Water Reclamation Facility Advanced Wastewater Treatment**

Agreement Number: **LG005**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Cocoa**

Entity Type: **Local Government**

Grantee Address: **65 Stone Street Cocoa, FL 32920**

FEID: **59-6000292** (Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **October 31, 2027**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (28.3540, -80.7272)**

Project Description: **The Grantee will construct improvements to the Sellars Water Reclamation Facility bringing it to Advance Wastewater Treatment levels.**

5. Total Amount of Funding: **$ 3,626,600.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	**IRL WQI, GAA LI 1711C, FY 23-24, GR**	$ **3,626,600.00**
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **3,626,600.00**

6. Department's Grant Manager

Name: **Daronathan Do** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-2960**

Email: **Daronathan.Do@FloridaDEP.gov**

Grantee's Grant Manager

Name: **John Perrin** or successor

Address: **City of Cocoa Utilities Department**
351 Shearer Blvd.
Cocoa, FL 32922

Phone: **321-433-8793**

Email: **jperrin@cocoafl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☑N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Cocoa — **GRANTEE**

Grantee Name

By _____ 5/1/2024

(Authorized Signature) — Date Signed

Stockton Whitten, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____

Secretary or Designee — Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

Daronathan Do

Digitally signed by Daronathan Do
Date: 2024.05.01 14:13:02 -04'00'

Daronathan Do, DEP Grant Manager

Mitch Holmes

Digitally signed by Mitch Holmes
Date: 2024.05.01 14:38:43 -04'00'

Mitch Holmes, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LG005

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Sellers Water Reclamation Facility Advanced Wastewater Treatment Improvements Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on, July 1, 2023 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Sellers Water Reclamation Facility Advanced Wastewater Treatment Improvements Project

PROJECT LOCATION: The Project will be located in the City of Cocoa within Brevard County; Lat/Long (28.3540, -80.7272).

PROJECT BACKGROUND: The intense and extensive algal blooms in the Indian River Lagoon began in 2011 and have returned periodically. Harmful algal blooms (HABs) cause shading that stresses seagrass in the IRL, has adverse effects on wildlife, and detrimental effects on human health.

PROJECT DESCRIPTION: The City of Cocoa (Grantee) will construct improvements to the Sellers Water Reclamation Facility (WRF) to bring the WRF to Advanced Wastewater Treatment levels. The Project includes the following improvements:

- Replacement and upgrade of the Internal Recycle Pump Station, including demolition of existing pump station, replacement of discharge piping, replacement of drainpipe, new flow meter, and appurtenances.
- New supplemental carbon facility, including Carbon storage and flow metering pump skid system.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will make improvements to the Sellers WRF in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$3,626,600	7/1/2023	05/31/2027
		Total:	$3,626,600		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1711C, FY 23-24, GR	$3,626,600	149941
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$3,626,600	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

RESOLUTION NO. 2024-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 9th day of July, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-043-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 12/27/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 3,382,443	424-0000-389.99-50		INFRASTRUCTURE	$ 0	$ 0	$ 3,382,443	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 3,382,443	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 3,682,443	424-4055-536.63-00	WS22IR	INFRASTRUCTURE	$ 0	$ 0	$ 3,682,443	$ 0
($ 300,000)	424-4055-536.63-00	WS23SC	INFRASTRUCTURE	$ 0	$ 0	($ 300,000)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 3,382,443	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Additional funding is required to complete the IRP, IPS, and TPS Replacement and Rehabilitation Project, Project # WS22IR. Funds are requested to be reallocated from WS23SC to the WS22IR project and the remaining budget will be provided through the use of Fund Balance, which will be replenished upon the award of the Protecting Florida Together Program grant. The budget amendment will be brought back to City Council when the grant contract is received to recognize grant revenue and replenish fund balance due to the grant budget. Request for CM to sign the grant agreement has been request on Agenda #24-016 01/23/24. Agenda 23-649

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 01/23/24 RESOLUTION #: 24-004

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

12/29/23 John Perrin Digitally signed by John Perrin Date: 2023.12.29 10:33:57 -05'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.01.10 16:13:20 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2024.01.02 10:01:56 -05'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.01.10 16:05:06 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=13090132&GUID=15F78161-CCB3-4539-B043-038CF3E82CB4* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	24-320	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/28/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	

Title: Approve an interlocal agreement with the Cocoa CRA to provide funding for the Lee Wenner Park Parking Improvements Project, in the amount of $2,187,121. Award construction contract B-24-06-COC to Doug Wilson Enterprises, Inc. in the amount of $1,822,601 for the Lee Wenner Park Parking Improvements with funding authorized by the Cocoa CRA. Approve Construction Contingency Resolution authorizing the City Manager to approve construction change orders not to exceed $364,520 for the total costs not to exceed $2,187,121. Approve a Resolution Amending the FY24 Budget, BAF # 24-102-IFT for an interfund transfer from the Cocoa CRA to fund the project. (Community Services Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Lee Wenner Park Parking Improvements - Interlocal Agreement v2
B-24-06-COC Construction Agreement_Partially_Executed.pdf
DWE Bid Attachment E- Bid Price Schedule REV 5-13-24 - signed.pdf
B-24-06-COC Notification of Intent to Award.pdf
COC024 - Lee Wenner Pkg Improvements - Recommendation of Award Letter 2024 05 20.pdf
Contingency Resolution 2024-057 Agenda 24-320.pdf
Budget Resolution FY 2024-058 ADA Compliant.pdf
BAF 24-102-IFT-PW Lee Wenner Park Proj. (7-9-24)Agenda 24-320.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 28, 2024
Agenda Date: July 9, 2024
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve an interlocal agreement with the Cocoa CRA to provide funding for the Lee Wenner Park Parking Improvements Project, in the amount of $2,187,121. Award construction contract B-24-06-COC to Doug Wilson Enterprises, Inc. in the amount of $1,822,601 for the Lee Wenner Park Parking Improvements with funding authorized by the Cocoa CRA. Approve Construction Contingency Resolution authorizing the City Manager to approve construction change orders not to exceed $364,520 for the total costs not to exceed $2,187,121. Approve a Resolution Amending the FY24 Budget, BAF # 24-102-IFT for an interfund transfer from the Cocoa CRA to fund the project.

BACKGROUND:

Solicitation ITB B-24-06-COC for the Lee Wenner Park Parking Improvements was broadcast in Vendorlink on March 19, 2024 to 1,219 registered vendors of which 50 reviewed the bid documents. A mandatory pre-bid meeting was then held on March 4, 2024 which was attended by 9 different contractors. On May 8, 2024, Purchasing conducted a public bid opening and received the following 5 responses:

Rank	Company Name	Bid Amount
1	Doug Wilson Enterprises, Inc.	$1,822,600.74
2	Jobear Contracting, Inc.	$2,143,825.00
3	Timothy Rose Contracting, Inc.	$2,200,000.00
4	MVB & Associates, Inc	$2,631,936.00
5	C&D Construction , Inc.	$2,993,159.00

The lowest responsive bidder is Doug Wilson Enterprises, Inc.

The Cocoa CRA approved an interlocal agreement to provide funding this project for $2,187,121 at the July 1st CRA meeting and BAF # 24-101-IFT2 for an interfund transfer to the City of Cocoa general fund for the project funding.

As this Invitation to Bid was issued by the City of Cocoa and the City owns Lee Wenner Park, the bid must be awarded by the City. This project is in the CRA master plan, noted as planning the upgrades of Lee Wenner Park to improve and expand available parking for boating and proximate social and cultural events.

Staff is requesting approval of the interlocal agreement with the Cocoa CRA to provide funding for the project. Staff is also requesting approval of the bid award to Doug Wilson Enterprises, Inc, authorizing the City Manager to execute the contract with Doug Wilson, approval of a construction Contingency Resolution and approval of BAF #24-102-IFT to accept the interfund transfer from the Cocoa CRA to fund the project.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure.

BUDGETARY IMPACT:

Budgeted Yes

Amount: $2,187,121
Account: 001-0000-381.91-10
Account Name: Interfund Transfer From Cocoa CRA

Amount: $2,187,121
Account: 001-3520-572.63-00 CR23LP
Account Name: Infrastructure

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve an interlocal agreement with the Cocoa CRA to provide funding for the Lee Wenner Park Parking Improvements Project, in the amount of $2,187,121. Award construction contract B-24-06-COC to Doug Wilson Enterprises, Inc. in the amount of $1,822,601 for the Lee Wenner Park Parking Improvements with funding authorized by the Cocoa CRA. Approve Construction Contingency Resolution authorizing the City Manager to approve construction change orders not to exceed $364,520 for the total costs not to exceed $2,187,121. Approve a Resolution Amending the FY24 Budget, BAF # 24-102-IFT for an interfund transfer from the Cocoa CRA to fund the project.

Prepared by:

Anthony A. Garganese
City Attorney of Cocoa
Agency Attorney
111 N. Orange Ave, Suite 2000
Orlando, Florida 32802
(407) 425-9566

Return to:

Monica Arsenault
City Clerk
65 Stone Street
Cocoa, Florida 32922
(321) 433-8488

INTERLOCAL AGREEMENT

Lee Wenner Park Parking Project
($2,187,120.89 - Redevelopment Funding Contribution)

THIS INTERLOCAL AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2024, between the **COCOA COMMUNITY REDEVELOPMENT AGENCY**, a Florida Community Redevelopment Agency ("**CRA**") and the **CITY OF COCOA**, Florida, a Florida Municipal Corporation ("**City**").

W I T N E S S E T H:

WHEREAS, the City established the CRA in 1981 pursuant to the Community Redevelopment Act of 1969 and Chapter 8, Article II of the City Code, and the CRA's redevelopment area is located within the jurisdictional limits of the City of Cocoa; and

WHEREAS, the City and CRA find that it is in the best interests of the citizens of Cocoa to jointly participate in redevelopment activities in accordance with the redevelopment goals and objectives of the CRA Redevelopment Plan, as updated and amended in September 2022 ("Redevelopment Plan"), which was approved by the City and CRA pursuant to the Community Redevelopment Act of 1969 and Chapter 8, Article II, of the City Code; and

WHEREAS, the CRA Redevelopment Plan provides that the redevelopment of Lee Wenner Park and supporting public capital improvements at Lee Wenner Park are major proposed redevelopment activities of the Plan; and

WHEREAS, the CRA Redevelopment Plan provides that the CRA shall support the development of parking strategies to support its transportation goals and to accommodate parking needs associated with development in the downtown area; and

WHEREAS, the parties recognize the critical importance of implementing the goals and objectives of the Redevelopment Plan in furtherance revitalizing the Community Redevelopment Area by constructing public parking improvements as part of the Lee Wenner Park redevelopment, and desire to expend funds for said purposes; and

WHEREAS, pursuant to the Community Redevelopment Act of 1969, Chapter 8, Article II, of the City Code, and the Florida Municipal Home Rule Powers Act, the City has the authority to expend funds for redevelopment purposes; and

WHEREAS, in furtherance of this authority, the City has entered into an Agreement with Doug Wilson Enterprises, identified as construction contract B-24-06-COC, to Doug Wilson Enterprises, Inc., in the amount of $1,822,600.74 for the Lee Wenner Park parking improvements project, with funding authorized by the CRA; and

WHEREAS, in furtherance of this authority, the City has resolved to approve an additional project contingency fee for construction change orders not to exceed $364.520.15, to cover any unforeseen matters during the course of the project, with funding authorized by the CRA; and

WHEREAS, the CRA agrees to fund the Lee Wenner Park parking improvements project by reimbursing the City for the cost of construction and change orders, in an amount not to exceed $ 2,178.120.89; and

WHEREAS, the City and CRA hereby find that this Agreement is consistent with the Redevelopment Plan and in the best interests of the citizens of Cocoa.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, the CRA and City agree as follows:

Section 1.0. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference as a material part of this Agreement.

Section 2.0. Conditions Precedent. All rights, obligations, and liabilities of the parties under this Agreement shall be subject to the satisfaction of each of the following conditions precedent:

2.1. **Approval**. The approval of this Agreement by both the Redevelopment Agency Board and the City Council of the City of Cocoa.

2.2. **Execution**. The complete execution of this Agreement by the Mayor of the City of Cocoa and the Chairperson of the Redevelopment Agency Board.

2.3. **Recordation**. The filing of this Agreement with the Clerk of the Circuit Court in Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

Section 3.0. **Statutory Authority.** This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes, and in accordance with the Community Redevelopment Act of 1969 (s. 163.330, Florida Statutes, et. seq.), and Chapter 8, Article II, of the City Code. With respect to the City, this Agreement shall also be in furtherance of the Florida Municipal Home Rule Powers Act (s. 166.011, Florida Statutes, et. seq.).

Section 4.0. **Funding Contribution by the CRA.** The CRA hereby agrees to provide the City **One Million Eight Hundred Twenty-Two Thousand Six Hundred and 74/100 Dollars ($1,822,600.74)** plus an additional twenty percent (20%) project contingency fee of Three Hundred Sixty-Four Thousand Five Hundred Twenty and 15/100 Dollars ($364,520.15) for a total amount not to exceed **Two Million One Hundred Eighty-Seven Thousand One Hundred Twenty and 89/100 Dollars ($2,187,120.89)** for the purposes of funding the Lee Wenner Park parking improvement project. ("**Funding Contribution**"). The Funding Contribution shall be payable by the CRA upon execution of this Agreement provided all conditions in Section 6.0., below, are met. The Funding Contribution must be expended by the end of the current fiscal year ending on September 30, 2024, unless any unexpended funds are otherwise rolled over and approved by the CRA Board in the 2024/2025 Annual CRA Budget.

Section 5.0. **Authorized Redevelopment Activities.** The Funding Contribution authorized in accordance with Section 4.0. of this Agreement shall be expended only on the Lee Wenner Park Parking Improvements project to be constructed by Doug Wilson Enterprises, Inc., as authorized in construction contract no. B-24-06-COC.

Section 6.0. **Conditions of Funding.** The following conditions shall apply to the Funding Contribution provided by the CRA pursuant to this Agreement:

6.1. The Funding Contribution authorized by this Section 6 shall not be used for any other purpose by the City. Before reimbursement is made by the CRA for any of the redevelopment activities authorized by this Agreement, the City shall be required to provide the CRA with documentation that the applicable activities have been performed or are ready to be immediately performed. Inasmuch as the Funding Contribution are administratively maintained by the City on behalf of the CRA, the CRA is hereby authorized, upon notice to the City, and without penalty, to stop processing any payment request made by the City that may be in violation of this Agreement. Furthermore, if the CRA determines that the Funding Contribution, in whole or in part, was expended for a wrongful purpose, the CRA shall have the right to reimbursement from the City of the wrongfully expended funds.

6.2. In the event that the City does not fully expend the Funding Contribution by September 30, 2024, and the CRA Board has not rolled over any unexpended portion to the 2024/2025 CRA Annual Budget and/or the CRA terminates this Agreement pursuant to the terms herein, the CRA shall have the right, in the sole discretion of the CRA Board, to immediately "claw back" the Funding Contribution from the City. In the event that the CRA Board requires claw back, the City may conduct an internal transfer of any and all

unexpended portions of the Funding Contribution. The CRA will provide subsequent written notice to the City that it has clawed back any portion of the Funding Contribution.

7.0. Miscellaneous Terms and Conditions.

7.1 **Notices**. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa:
City of Cocoa
Attn: Stockton Whitten, City Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8737

(b) if to the Cocoa CRA:
Cocoa CRA
Attn: Michael C. Blake, Chairperson
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 474-1758

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if deliver is not accepted) of the same at the address where the same is to be given, delivered or made.

7.2. **Time**. Time is of the essence of this Agreement and every term and provision of this Agreement.

7.3 **Severability**. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, the parties shall meet to discuss whether the intent and purpose of this Agreement can still be fulfilled and whether the terms and conditions of this Agreement must be renegotiated, or the Agreement should be terminated.

7.4 **Non-waiver**. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

7.5 **Captions**. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

7.6 **Choice of Law; Venue**. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. 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.

7.7 **Integration**. The drafting, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

7.8 **Governmental Disputes**. In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.

7.9 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

7.10 **Liability**. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel and contractors, in performing its obligations pursuant to the terms and conditions of this Agreement.

7.11 **Sovereign Immunity**. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CRA's or the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on either party's potential liability under state or federal law. As such, the CRA and the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CRA and 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). This paragraph shall survive termination of this Agreement.

7.12 **Assignment Prohibited; Third Parties**. This Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CRA and the City, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CRA and the City and not for the benefit of any other party even though other parties may be mentioned in this Agreement. The mention of any other party in this Agreement is not intended to afford these parties any rights whatsoever under this Agreement.

7.13 **Termination**. In addition to other rights granted to the City herein to terminate this Agreement, the City and the CRA may terminate this Agreement by mutual written agreement.

7.14 **Claims Surviving Termination**. Termination of this Agreement shall release both parties from their obligation to effect and to receive future performance hereunder. However, in addition to provisions of this Agreement that expressly survive the termination of this Agreement, termination of this Agreement does not preclude a claim for breach of this Agreement for non-performance.

7.15 **Effective Date**. The effective date of this Agreement shall be the date that this Agreement is recorded in the Official Records of Brevard County, Florida pursuant to Section 2.3 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC
City Clerk

Approved by the City Council on: _____

COCOA COMMUNITY REDEVELOPMENT AGENCY

_____

Michael C. Blake
Agency Chairperson

ATTEST:

_____
(Recording Secretary)

Approved by the CRA Board on: _____

CITY OF COCOA
CONSTRUCTION CONTRACT

B-24-06-COC

Lee Wenner Park Parking Improvements

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

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CONSTRUCTION AGREEMENT
B-24-06-COC

THIS AGREEMENT is made this ____ day of _____, 2024 by and between the **CITY OF COCOA**, a Florida municipal corporation (herein referred to as OWNER) and **DOUG WILSON ENTERPRISES, INC.**, a for profit corporation authorized and duly licensed to do business in the State of Florida (herein referred to as CONTRACTOR), as follows:

1. **DESCRIPTION OF WORK** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the construction of the Lee Wenner Park Parking Improvements ("the Project").

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum(s) to the Agreement; the Construction Drawings for City of Cocoa Technical Specifications (Section 01200) rev 2024 04 17 as per Addendum 1, dated April 17, 2024; Plan Sheets Issued for Bid rev 2024 04 17 as per Addendum 1; ITB B-24-06-COC Documents issued by the City, dated March 19, 2024; Contractor's Bid Submittal, dated May 8, 2024; General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement; the Punchlist prepared by the Parties following substantial completion. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, taxes, fees and incidentals necessary for the proper and complete execution of the Work for each Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Project Manager immediately. The City's Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

    a. Change Orders

    b. Agreement, Exhibits and Addenda

    c. Supplemental Terms and Conditions

d. General Terms and Conditions

e. Engineering Plans and Drawings

f. ITB B-24-06-COC issued by the City of Cocoa dated March 19, 2024, including any subsequently issued Addenda

g. Contractor's Bid Submittal

h. Punchlist

Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. *Contract Time*. The Contract Time shall begin to run upon the OWNER's issuance of the Notice to Proceed. The CONTRACTOR shall sign the Notice to Proceed and deliver it to the Owner's Project Manager.

c. *Substantial Completion*. The Work shall be substantially completed within 330 calendar days after the date when the Contract Time begins to run.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract

documents, so the OWNER can occupy or utilize the work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

d. *Punchlist Creation and Acceptance*. No more than ten (10) calendar days following Substantial Completion, the CONTRACTOR shall provide to OWNER a draft Punchlist detailing the remaining items and estimated cost of each item required to render the Work complete, satisfactory, and acceptable. OWNER shall review the draft Punchlist and provide any comments to CONTRACTOR. The OWNER and CONTRACTOR shall cooperate in the development of the Punchlist regarding both the items to be included and the estimated cost of each. The OWNER shall approve a final Punchlist within 30 calendar days [(for projects costing less than or equal to $10 million) or 45 calendar days (for projects costing over $10 million)] of Substantial Completion.

OWNER shall deliver a final approved Punchlist to CONTRACTOR no more than five (5) calendar days following final approval of the Punchlist.

If the CONTRACTOR fails to coordinate with the OWNER to create the Punchlist and the OWNER has given the CONTRACTOR written notice of the failure, then the OWNER may withhold 150 percent of the estimated costs required to complete the items the OWNER intended to include in the Punchlist, without input from CONTRACTOR, and shall deliver the Punchlist within the time period in this subsection. The failure to include any corrective work or pending items not yet completed on the Punchlist does not alter the responsibility of the CONTRACTOR to complete the Work purchased under this Agreement.

e. *Final Completion*. The Work shall be finally completed, ready for Final Payment within thirty (30) calendar days after the date of delivery of the final, approved Punchlist, which shall be at least thirty (30) calendar days following the delivery of the final approved Punchlist.

f. The parties acknowledge that the Contract Time provided in this subsection includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

g. If applicable to the particular Work required under this Agreement, Float Time is allocated specifically to the Contractor's responsibility for coordination of the utility relocations as described in the General Conditions and is included in the Contract Time provided by this Section. OWNER will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the Float Time and also exceed the Project Schedule's Critical Path.

h. In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions. If the Work requires phased construction, a Punchlist shall be created for each phase of construction, and the timeline established herein for Punchlist compliance shall be followed for each phase.

7. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not

substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$1,699** for each calendar day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and **$1,699** for each calendar day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **One million, Eight hundred twenty-two thousand, Six hundred and Seventy-four cents ($1,822,600.74)**. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that performance of the Work may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the OWNER, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents

provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES -** The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently and continuously pursues such actions as are necessary therefore; or

b. CONTRACTOR is adjudicated bankrupt or makes any assignment for the benefit of creditors or CONTRACTOR becomes insolvent, or is unable or unwilling to pay its debts; or

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

In the event of an uncured default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination, which may be a set-off to Owner's damages.

10. **FORCE MAJEURE -** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor

force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; ; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

11. **SEVERABILITY -** In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

12. **PROGRESS PAYMENTS PRIOR TO SUBSTANTIAL COMPLETION; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS; CHANGE ORDERS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents. By submitting each request for a progress payment, the CONTRACTOR certifies, to the best of its knowledge and belief, that: (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract; (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment requested, in accordance with subcontract agreements; (3) The request is made in good faith and is a true and accurate accounting of the work performed and materials supplied; and (4) The representative signing the request for a progress payment is authorized to certify the request on behalf of the CONTRACTOR.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not provide consent of surety with each payment application;

c. Another contractor is damaged by an act for which CONTRACTOR is responsible; or

d. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (_X__) designates or (____) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is inaccurate or misleading. If an agent

need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

The OWNER further hereby identifies Bill Huffman, P.E. of Infrastructure Solution Services, bhuffman@infrastructureSS.com, as the agent that must approve payment requests prior to their submission to OWNER.

OWNER hereby identifies City of Cocoa Accounts Payable by email to accountspayable@cocoafl.gov as the agent or office to which the CONTRACTOR must submit payment requests or invoices to OWNER.

By making payments OWNER does not waive claims including but not limited to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Contract Documents;

c. Failure of CONTRACTOR to comply with any special guarantees required by the Contract Documents.

Further, OWNER may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments.

The OWNER, by written change order and without invalidating the Agreement, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order. The CONTRACTOR'S exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the OWNER or the OWNER's agent and claims based on breach of contract or negligence, shall be a claim for an extension of the scheduled construction time.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved

by the OWNER, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

a. By mutual acceptance of a lump sum.

b. By unit prices named in the contract or subsequently agreed upon.

c. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the actual cost of labor and materials, substantiated by back-up documentation. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it appropriate the City may accept defective or incomplete work, and an equitable deduction from the Contract Price will be made therefor by Change Order.

13. **FINAL PAYMENT** - OWNER shall withhold up to 5% of the Contract Price until the date of Substantial Completion in accordance with the Local Government Prompt Payment Act ("Act"). As provided in Section 6 above, within 10 calendar days of Substantial Completion, the CONTRACTOR shall create and deliver to OWNER a draft Punchlist detailing Work which must still be completed to reach Final Completion under the terms of this Agreement, and the estimated cost to complete each item. Within thirty (30) calendar days of Substantial Completion for projects with a cost of $10 million or less or within forty-five (45) calendar days of Substantial Completion for projects with a cost of over $10 million, the OWNER shall approve a finalized Punchlist. As provided above, the OWNER and CONTRACTOR shall coordinate and cooperate in the development of the final Punchlist. Within 5 calendar days of OWNER finalizing and approving the Punchlist, the OWNER shall deliver the final approved Punchlist to CONTRACTOR.

Within 20 calendar days of the delivery of the final approved Punchlist, and only upon receipt of a proper invoice or payment request from CONTRACTOR, OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist, except as provided herein. Should no Punchlist be created within the thirty or forty-five day timeframe, as applicable, OWNER shall pay CONTRACTOR the remaining contract balance, including all retainage previously withheld, upon receipt of a proper invoice or payment request

from CONTRACTOR, unless the Punchlist has not been created because of the failure of CONTRACTOR to cooperate with OWNER, in which case OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist as determined solely by the OWNER.

CONTRACTOR may submit a proper invoice or payment request for the amount of retainage held to complete the Punchlist items only once all Punchlist items have been completed to the satisfaction of the OWNER. OWNER may continue to withhold the retainage if a good faith dispute exists as to whether one or more Punchlist items has been completed in accordance with the terms of this Agreement up to 150% of the total costs to complete those items in dispute.

The date of Final Completion shall be no less than 30 days following delivery of the final approved Punchlist to CONTRACTOR.

The remaining retainage amount shall be released with the Final Payment after the issuance of the Final Completion Certificate. The Final Completion Certificate shall be issued upon completion of all remaining Punchlist items. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties**, Frank Mirabito, Project Manager**, City of Cocoa Public Works Department, Division of Streets and Stormwater with an email address of fmirabito@cocoafl.govor his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER and its representatives shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the

City's Project Manager, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the CONTRACTOR shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the CONTRACTOR shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements, and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

g. **City Reviews and Status.** The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the project. No review, inspection, or approval by the City of such Work or documents shall relieve the CONTRACTOR of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve CONTRACTOR of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and CONTRACTOR expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the CONTRACTOR if the City becomes aware of any fault or defect in the Projects or non-conformance with the Contract Documents. Furthermore, the City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONTRACTOR, for any of the foregoing purposes, be deemed the agent of the City.

15. **PROGRESS MEETINGS** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term of work entered into under this Agreement. CONTRACTOR's Project Manager and all other

appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision and Construction**. CONTRACTOR shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

e. **Guarantee.** The CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s).

f. **Project Site.** The CONTRACTOR shall, among other things, (i) visit and thoroughly inspect the project site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the project; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the project. If the project involve modifications to any existing structure(s) or other man-made feature(s) on the project site, the CONTRACTOR shall also review all as-built and record drawings, plans, and specifications of adjacent work which the CONTRACTOR requests from the City , and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the CONTRACTOR resulting from its failure to familiarize itself with the project site or pertinent documents shall be deemed waived.

g. **Punchlist.** The CONTRACTOR shall be responsible for creation of the required Punchlist(s) as provided herein. Punchlist(s) must be approved by the OWNER.

17. **ASSIGNMENT -** CONTRACTOR shall not assign this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

a. CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by its subcontractors.

b. If CONTRACTOR, prior to the commencement of any Work subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

18. **THIRD PARTY RIGHTS -** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

19. **PROHIBITION AGAINST CONTINGENT FEES -** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. **NO JOINT VENTURE -** 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 party.

21. **INDEMNIFICATION –** CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, engineer, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the OWNER and, solely for the purpose of this indemnification and defense, CONTRACTOR specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, engineer, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, the parties allocate ONE PERCENT (1%) OF THE CONTRACT SUM as specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

22. **SAFETY -** CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder. More specifically, the CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the project site and other persons who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the project site.
3. Other property at the project site or adjacent thereto.

CONTRACTOR shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Further, CONTRACTOR shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines, and shall supply all

information about hazardous chemical being brought onto City property as required by any applicable City Safety and Loss Control Program.

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR -** CONTRACTOR hereby represents and warrants to the OWNER the following:

a. CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. **BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the forms attached to the Agreement as **Exhibit "A"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to 100% of the Contract Price for the work prescribed herein. The issuance of bonds required under this Agreement shall not relieve Contractor of any liability under the Agreement. Contractor shall remain jointly and severally liable with any surety issuing a bond under the Contract. The premium for such bonds is included in the Contract Price.

25. **INSURANCE -** During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. The CONTRACTOR shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as

well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER and its engineer shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, CONTRACTOR shall require CONTRACTOR's insurance carriers to waive all rights of subrogation against OWNER and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

Each policy shall contain a cross liability or severability of interest clause or endorsement.

26. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for BREVARD County, Florida. The Contractor's surety is bound by this provision.

27. **GOVERNING LAW & VENUE -** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue

for any state action or litigation shall be BREVARD County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. The Contractor's surety is bound by this provision.

28. **ATTORNEY'S FEES -** Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING -** With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any

document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, Carie Shealy, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922.

32. **SOVEREIGN IMMUNITY** - The OWNER intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES -** Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

36. **DRAFTING** - OWNER and CONTRACTOR each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

Doug Wilson Enterprises, Inc.
Thomas Parker
340 Manor Drive
Merrit Island, FL 32952
321-783-0903
tparker@dwente.com

For OWNER:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida
321-433-8660

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

38. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES**.

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Work under this Agreement is presently debarred,

suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the OWNER; and

c. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee or agent has willfully offered an employee or officer of the OWNER any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

40. **E-VERIFY** - Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

CITY OF COCOA

By: _____

Michael Blake, Mayor

Date: _____

ATTEST:

_____
Monica Arsenault, CMC
City Clerk

CONTRACTOR

DOUG WILSON ENTERPRISES, INC.

By: _____
Thomas Parker, President

Date: 5/29/24.

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 29th day of May, 2024, by Thomas Parker, the President of Douglwilson Ent., Inc., who is personally known to me or who produced Personally Known as identification and who did take an oath.

_____
(Notary Public Signature)

Dolores Renee Simmonds
(Print Name)
Notary Public, State of Florida
Commission No.: HH 467320
My Commission Expires: 3-27-2028

DOLORES RENEE SIMMONDS
Commission # HH 467320
Expires March 27, 2028

EXHIBIT A PEFORMANCE AND PAYMENT BOND

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	
Bid Number:	

BY THIS BOND, we _____ as Principal

and _____ a Corporation as Surety,

are bound to ___City of Cocoa_____, herein called Owner, in the sum

of $ _____, for payment of which we bind

ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the contract dated _____, 20_____, between Principal and Owner for construction of _____ as specified for the _____ location, the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and
b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and
c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the contract; and
d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract and by law, then this bond is to be void; otherwise it remains in full force and effect.
e. In any action against this performance bond, the Owner is entitled to attorney's fees under section 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20_____.

CONTRACTOR AS PRINCIPAL

Company:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

EXHIBIT B – ITB B-24-06-COC

EXHIBIT C – Contractor Response

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=13090259&GUID=B3C79C7A-ACB3-4EBB-A5BC-BC5C5DAEA064* is a secure document that has been embedded in this document. Double click the pushpin to view.



Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.org

NOTIFICATION OF INTENT TO AWARD

City of Cocoa Department and Division		
Department: Public Works	*Division:* Streets and Stormwater	*Project #:*
Solicitation Details		
Bid / RFP / RFQ #: B-24-06-COC	*Title:* Lee Wenner Park Parking Improvements	
Vendor Information		
Awarded To: Doug Wilson Enterprises, Inc.		*Contract Amount:* $1,822,600.74
Description of Work: Upgrades to the parking lot at Lee Wenner Park including new parking pavement, curbs, markings, drainage, lighting, and signage.		
City of Cocoa Finance Department Approval		
Purchasing Manager: Brian Dale	*Date Issued:* May 20, 2024	*Signature:*

Disclaimer: This Notice of Intent to Award is subject to and contingent upon successful negotiation of a written contract with the City, containing such terms as the City Council or City Manager determine are in the best interest of the City, and execution of such written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

INFRASTRUCTURE SOLUTION SERVICES

7175 Murrell Road, Melbourne, FL 32940
Phone: 321-622-4646

May 17, 2024

City of Cocoa
65 Stone Street
Cocoa, FL 32922

Attn: Brian Dale
Purchasing Manager

Subject: City of Cocoa Lee Wenner Parking Lot Improvements
Recommendation of Award for Construction Contract

Infrastructure Solution Services, LLC (ISS) has reviewed the bids received for the Lee Wenner Parking Lot Improvements project. Based on the comments and analysis below, we recommend Doug Wilson Enterprises be awarded the contract.

All five Bidders submitted proper Bid certification forms and acknowledged the inclusion of all Bid Addendums.

Bidder's Name	Total Bid Amount
Doug Wilson Enterprises	$ 1,822,618.36
JoBear	$ 2,143,824.63
Timothy Rose Contracting	$ 2,200,000.00
MVB	$ 2,631,936.00
C&D Construction	$ 2,993,159.00

The Engineer's Opinion of Probable Construction Cost (EOPCC) was $ 2,423,630.

ISS reviewed the received Bid Forms and verified the arithmetic totals.

As required by the Bid documents, Doug Wilson Enterprises submitted references for at least five(5) recently completed projects of similar scope and cost located in Florida. ISS reached out to all five references of which three(3) written responses from the governmental agencies were returned (attached).

Telephone follow ups with the remaining two commercial entities were ineffective.

Reference Name	Project Name	Satisfactory (Yes/oN)
Brevard County Commissioners (BC PW)	Doc's Bait House	Yes
Canaveral Port Authority	C-18 Landside Modifications	Yes
City of Satellite Beach	Sports Press Box	Yes
Temple Israel of Brevard	New Synagogue and Sitework	No Response
Birbeck Coris	Viera Animal Hospital	No Response

All of the responding references had positive experiences with Doug Wilson Enterprises and would consider using them again.

In summary, Infrastructure Solution Services recommends that the City of Cocoa award the construction of the Lee Wenner Parking Lot Improvements project to Doug Wilson Enterprises in the amount of $ 1,822,618.36. This amount includes all allowances shown on the bid form.

Please feel free to contact me at (321) 622-4646 if you have any questions.

Sincerely,



Bill Huffman, P.E.

[O] 321-622-4646 x110
[C] 561-383-1223
bhuffman@infrastructureSS.com
www.InfrastructureSS.com

Enclosed: Bidder Reference Checks

CITY OF COCOA PURCHASING DIVISION

REFERENCE CHECK WORKSHEET

BID NUMBER: B24-06-COC

BID NAME: Lee Wenner Park - Parking Lot Improvement Project

VENDOR NAME: Doug Wilson Enterprises Inc.

Reference Check Company Name: Brevard County Board of Commissioners - Doc's Bait House

What specific services does this company perform for your company? Please provide as much detail about the project as possible.

They provided a full roof rebuild/redesign with wall reinforcement, electrical, painting, HVAC and minor plumbing work.

Was the company's performance satisfactory?

Excellent

Did the company keep to a set schedule and execute projects in a timely manner? If not, how long of a delay(s) was incurred and what were the reasons for the delay(s)?

Everything was on time. We requested a number of change orders and modifications along the way and everything was dealt with in a timely manor.

Did the company have sufficient resources (e.g., staff, equipment, etc.) to fulfill their contractual requirements?

Yes

Was your company satisfied with the personnel that were assigned to your company? Did the company make the appropriate efforts to assure quality, knowledgeable personnel are assigned as required?

Yes

Do you know if your company experienced any invoicing problems?

None noted.

Was your company aware of any issues regarding the payments of employees' salaries?

No

How responsive and effective was the company in resolving any disputes that may have developed with staff?

Very good.

Additional Comments:

Good local team.

Would you consider hiring this company again?

☒ Yes ☐ No

Name: Matt Culver

Date: 05/15/2024

CITY OF COCOA PURCHASING DIVISION

REFERENCE CHECK WORKSHEET

BID NUMBER: B24-06-COC

BID NAME: Lee Wenner Park - Parking Lot Improvement Project

VENDOR NAME: Doug Wilson Enterprises Inc.

Reference Check Company Name: Canaveral Port Authority - CT8 Landside Modifications

What specific services does this company perform for your company? Please provide as much detail about the project as possible.

CM at Risk construction of a ~$3m expansion for Cruise Terminal 8.

Was the company's performance satisfactory?

Yes

Did the company keep to a set schedule and execute projects in a timely manner? If not, how long of a delay(s) was incurred and what were the reasons for the delay(s)?

Yes.

Did the company have sufficient resources (e.g., staff, equipment, etc.) to fulfill their contractual requirements?

Yes.

Was your company satisfied with the personnel that were assigned to your company? Did the company make the appropriate efforts to assure quality, knowledgeable personnel are assigned as required?

Yes.

Do you know if your company experienced any invoicing problems?

I am not aware.

Was your company aware of any issues regarding the payments of employees' salaries?

no

How responsive and effective was the company in resolving any disputes that may have developed with staff?

very responsive

Additional Comments:

Would you consider hiring this company again?

☒ Yes ☐ No

Name: William Crowe

Date: 05/13/2024

BID NUMBER: B24-06-COC

CITY OF COCOA PURCHASING DIVISION

BID NAME: Lee Wenner Park - Parking Lot Improvement Project

REFERENCE CHECK WORKSHEET

VENDOR NAME: Doug Wilson Enterprises Inc.

Reference Check Company Name: City of Satellite Beach - Sports Press Box

What specific services does this company perform for your company? Please provide as much detail about the project as possible.

Construction services, DWE recently completed a press box/concession building at one of our sports complexes

Was the company's performance satisfactory?

Yes

Did the company keep to a set schedule and execute projects in a timely manner? If not, how long of a delay(s) was incurred and what were the reasons for the delay(s)?

There were delays, mostly caused by sub-contractor or material availability

Did the company have sufficient resources (e.g., staff, equipment, etc.) to fulfill their contractual requirements?

Yes

Was your company satisfied with the personnel that were assigned to your company? Did the company make the appropriate efforts to assure quality, knowledgeable personnel are assigned as required?

Yes

Do you know if your company experienced any invoicing problems?

No problems

Was your company aware of any issues regarding the payments of employees' salaries?

No

How responsive and effective was the company in resolving any disputes that may have developed with staff?

N/A

Additional Comments:

They are currently under contract to complete some improvements to our football practice field

Would you consider hiring this company again?

☒ Yes ☐ No

Name: Allen Potter, PW Director

Date: 05/13/2024

RESOLUTION NO. 2024-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE CONSTRUCTION CONTRACT FOR THE LEE WENNER PARK – PARKING IMPOROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $364,520 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract, provided the total amount of approved change orders do not cause the construction budget to exceed the total $2,187,121 budgeted by the City Council for this project inclusive of the $364,520 (20%) contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on July 9, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

RESOLUTION NO. 2024-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 9th day of July, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-102-IFT

SELECT ADJUSTMENT TYPE: INTERFUND TRANSFER | REQUESTING DEPARTMENT #: CCRA | DATE PREPARED: 06/25/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,187,121	001-0000-381.91-10		INTERFUND TRANSF. FROM CCRA FND	$ 0	$ 0	$ 2,187,121	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 2,187,121	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,187,121	001-3520-572.63-00	CR23LP	INFRASTRUCTURE	$ 0	$ 0	$ 2,187,121	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 2,187,121	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Accept transfer from Cocoa CRA to fund the Lee Wenner Park Project in the Public Works Parks & Beautification Division. This transfer is due to the City of Cocoa owning Lee Wenner Park and will be completing the project.
Agenda #: 24-320

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 07/09/24 RESOLUTION #: 2024-058

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Dave Radford Digitally signed by Dave Radford Date: 2024.06.26 07:55:07 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.06.26 07:55:25 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2024.06.26 11:01:48 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.06.26 13:51:42 -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 #:	24-365	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/26/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Approve a Resolution Amending the FY24 Budget BAF#24-104A, accepting a Donation Ex-Post Facto of a Rear Canine Kennel. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2024-062 ADA Compliant.pdf BAF 24-104-A-PD Vehicle K9 Kennel Donation (07-09-24) Agenda 24-365.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2024
Agenda Date: July 9, 2024
Prepared By: Susan L. Lambert, CAP, OM, Administrative Technician
Through: Evander Collier, IV, Chief of Police
Requested Action:
Approve a Resolution Amending the FY24 Budget BAF#24-104A, accepting a Donation Ex-Post Facto of a Rear Canine Kennel.

BACKGROUND:

In the February/March time period, Fleet manager Tony Jones was approached by the Brevard County Sheriff's Office (BCSO) with an offer of a Canine rear kennel which came out of a Brevard County Sheriff's Office (BCSO) vehicle (approximate 2020-2021 model vehicle) that was surplused due to a vehicle accident.

The Kennel was inspected by Fleet Staff and removed from the vehicle. The right-side interior door panel and window bar was damaged; however, Cocoa Fleet had a right-side door panel and window bar stored at the Water Field Operations (WFO) Central Warehouse from a prisoner transport system. The rubber flooring was torn, however, Fleet stocks the rubber flooring for our current canine kennels as the canines damage the floors from time to time.

Fleet often recycles components from surplused or damaged vehicles and equipment as a cost saving measure or as a simple way to ensure that parts are made available as needed. Other Municipal Fleets often use the same types of vehicles and equipment so many times it just takes a phone call of an email to see if necessary parts are available.

In this case, this type of equipment generally goes in the trash and/or is used scrap metal. By donating it to the City of Cocoa and by our obtaining this equipment the City of Cocoa saved the cost of a new Canine Kennel at approximately $3,150. The Police Department plans on utilizing this along with a previously donated item in order to convert a vehicle into a canine vehicle.

STRATEGIC PLAN CONNECTION:

Operational/Public Safety

BUDGETARY IMPACT:

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

Amount Requested	$3,150
Account Number	_001-0000-366.10-10
Account Name	_Contribution for Canines, CA2401

Amount Requested	$3,150
Account Number	_001-2100-521.64-00
Account Name	_Machinery and Equipment, CA2401

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY24 Budget BAF#24-104A, accepting a Donation Ex-Post Facto of a Rear Canine Kennel

RESOLUTION NO. 2024-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 9th day of July, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-104-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 06/26/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 3,150	001-0000-366.10-10	CA2401	Contribution for Canines	$ 0	$ 0	$ 3,150	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 3,150	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 3,150	001-2100-521.64-00	CA2401	Law Enforcement/Machinery & Equipment	$ 177,161	$ 359,340	$ 362,490	$ 9,037
$ 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
$ 3,150	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Budget is being amended because of a donation made by the Brevard County Sheriff's Office of a rear canine kennel worth approximately $3,150. This kennel will be inserted into canine vehicle #30 and therefore will be capitalized. Agenda 24-365

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 07/09/24 RESOLUTION #: 2024-062

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Susan Lambert Digitally signed by Susan Lambert Date: 2024.06.26 08:32:23 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.06.26 15:16:54 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Evander Collier Digitally signed by Evander Collier Date: 2024.06.26 08:39:50 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.06.26 16:04:49 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	24-362	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/25/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	!! Budget Classification Report Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 25, 2024
Agenda Date: July 9, 2024
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending May 31st, 2024 (FY24) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This May 2024 (FY24) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the

year to date totals, the annual budget and the unrealized balance.
- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received)

3. Detail Budget Report Summary by Object
Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
- Budget - represents either the current period or year to date prorated budget
- Actual - represents actual cash expenditures either in the current period or year to date
- % Exp. - the percentage of actual expenditures vs. budget
- Encumbrance - encumbered amount
- Annual Budget - annual budget
- Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
- % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2024 Budget by Classification Report - Summary Listing

5/31/2024

Target for May 2024 is 67%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 14,423,032	$ -	$ 12,873,500	$ 1,549,532	89%
OTHER PERMITS AND FEES	$ 5,181,777	$ -	$ 4,400,808	$ 780,969	85%
INTERGOVERNMENTAL	$ 3,080,077	$ -	$ 5,809,125	$ (2,729,048)	189%
CHARGES FOR SERVICES	$ 7,786,730	$ -	$ 5,182,838	$ 2,603,892	67%
FINES AND FORFEITURES	$ 15,000	$ -	$ 63,473	$ (48,473)	423%
MISCELLANEOUS	$ 1,205,471	$ -	$ 2,879,417	$ (1,673,946)	239%
****OTHER SOURCES (NON-REVENUE)**	$ 30,853,473	$ -	$ 12,717,755	$ 18,135,718	41%
REVENUE TOTALS	**$ 62,545,560**	**$ -**	**$ 43,926,917**	**$ 18,618,643**	**70%**
EXPENSE					
SALARIES AND BENEFITS	$ 29,636,281	$ 2,096	$ 16,844,013	$ 12,790,172	57%
OPERATING EXPENDITURES	$ 19,761,650	$ 3,781,945	$ 9,977,577	$ 6,002,128	50%
CAPITAL OUTLAY	$ 9,862,107	$ 4,041,546	$ 3,056,563	$ 2,763,998	31%
GRANTS, AIDS AND OTHER	$ 1,660,796	$ 29,499	$ 1,598,794	$ 32,503	96%
NON-OPERATING USES	$ 1,624,726	$ -	$ 716,417	$ 908,309	44%
EXPENSE TOTALS	**$ 62,545,560**	**$ 7,855,087**	**$ 32,193,363**	**$ 22,497,110**	**64%**
REVENUE TOTALS	**$ 62,545,560**	**$ -**	**$ 43,926,917**	**$ 18,618,643**	**70%**
EXPENSE TOTALS	**$ 62,545,560**	**$ 7,855,087**	**$ 32,193,363**	**$ 22,497,110**	**64%**
	$ -	**$ (7,855,087)**	**$ 11,733,554**	**$ (3,878,467)**	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	886,836	193,544.27	22	7,094,688	10,296,543.81	145	10,642,032	345,488.19
20 00	DELINQUENT TAXES	1,250	402.43	32	10,000	32,466.93-	325	15,000	47,466.93
25 00	PENALTIES RE: TAXES	1,666	4,983.21	299	13,328	13,695.03	103	20,000	6,304.97
30 00	TAX CERTIFICATES	16,666	.00		133,328	.00		200,000	200,000.00
311 **	AD VALOREM	906,418	198,929.91	22	7,251,344	10,277,771.91	142	10,877,032	599,260.09
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	54,166	68,146.00	126	433,328	355,592.38	82	650,000	294,407.62
312 **	SALES USE AND FUEL TAXES	54,166	68,146.00	126	433,328	355,592.38	82	650,000	294,407.62
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	133,333	172,161.64	129	1,066,664	1,318,182.31	124	1,600,000	281,817.69
30 00	WATER-COCOA	33,333	44,119.57	132	266,664	315,859.44	118	400,000	84,140.56
40 00	GAS	4,583	5,690.58	124	36,664	39,493.58	108	55,000	15,506.42
80 00	PROPANE	2,000	2,767.02	138	16,000	18,372.80	115	24,000	5,627.20
314 **	UTILITY SERVICE TAX	173,249	224,738.81	130	1,385,992	1,691,908.13	122	2,079,000	387,091.87
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	55,833	54,797.33	98	446,664	435,147.09	97	670,000	234,852.91
315 **	COMMUNICATION SERVICE TAX	55,833	54,797.33	98	446,664	435,147.09	97	670,000	234,852.91
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	12,250	2,366.36	19	98,000	113,080.86	115	147,000	33,919.14
316 **	LOCAL BUSINESS TAX	12,250	2,366.36	19	98,000	113,080.86	115	147,000	33,919.14
310 ***	TAXES	1,201,916	548,978.41		9,615,328	12,873,500.37		14,423,032	1,549,531.63
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
322 **	BUILDING PERMITS	0	.00		0	.00		0	.00
323	FRANCHISE FEES								
10 00	ELECTRICITY	108,333	128,402.59	119	866,664	845,934.55	98	1,300,000	454,065.45
40 00	GAS	7,083	8,486.38	120	56,664	59,727.19	105	85,000	25,272.81
70 00	SOLID WASTE	25,000	26,484.93	106	200,000	212,091.21	106	300,000	87,908.79
323 **	FRANCHISE FEES	140,416	163,373.90	116	1,123,328	1,117,752.95	100	1,685,000	567,247.05
325	SPECIAL ASSESSMENT								
22 01	FIRE ASSESSMENT	273,231	77,365.20	28	2,185,848	3,162,536.48	145	3,278,777	116,240.52
22 02	F ASSMNT DELINQ TAXES	250	166.59	67	2,000	20,035.75-	1002	3,000	23,035.75

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
22 03	F ASSMNT PENALTIES	416	1,794.06	431	3,328	1,385.90	42	5,000	3,614.10
22 04	F ASSMNT TAX CERTS	11,666	.00		93,328	.00		140,000	140,000.00
22 *	FIRE PROTECTION	285,563	79,325.85	28	2,284,504	3,143,886.63	138	3,426,777	282,890.37
325 **	SPECIAL ASSESSMENT	285,563	79,325.85	28	2,284,504	3,143,886.63	138	3,426,777	282,890.37
329	OTHER PERMITS & FEES								
10 01	FIRE INSPECTION FEES	2,500	140.00	6	20,000	140.00	1	30,000	29,860.00
10 *	INSPECTION FEES	2,500	140.00	6	20,000	140.00	1	30,000	29,860.00
25 00	PLANNING AND ZONING	3,333	24,075.00	722	26,664	139,028.60	521	40,000	99,028.60-
25 *	PLANNING AND ZONING	3,333	24,075.00	722	26,664	139,028.60	521	40,000	99,028.60-
329 **	OTHER PERMITS & FEES	5,833	24,215.00	415	46,664	139,168.60	298	70,000	69,168.60-
320 ***	OTHER PERMITS & FEES	431,812	266,914.75		3,454,496	4,400,808.18		5,181,777	780,968.82
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 19	JAG 2020-DJ-BX-0410	0	.00		0	16,617.00-		0	16,617.00
20 22	JAG 21-GG-01363	0	.00		0	.40		0	.40-
20 23	BULLET PROOF VEST 2021	307	1,532.70	499	1,842	1,532.70	83	3,066	1,533.30
20 25	JAG 2022-22-GG-02810	0	.00		0	13,800.00		0	13,800.00-
20 26	BULLET PROOF VEST 2022	196	1,221.90-	623	1,176	1,539.80	131	1,960	420.20
20 27	VOCA-2023-COCOA PD-00042	8,822	5,156.04	58	77,104	32,653.42	42	112,393	79,739.58
20 28	JAG 2023-23-GG-03233	1,298	.00		10,384	.00		15,572	15,572.00
20 29	BULLET PROOF VEST 2023	1,078	310.80-	29	8,624	.00		12,940	12,940.00
20 *	PUBLIC SAFETY	11,701	5,156.04	44	99,130	32,909.32	33	145,931	113,021.68
70 02	AFRICAN AM MUSE-GR2111	1,770	.00		10,620	12,300.00-	116	17,700	30,000.00
331 **	FEDERAL GRANTS	13,471	5,156.04	38	109,750	20,609.32	19	163,631	143,021.68
333	PAYMENT IN LIEU OF TAXES								
333 **	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00
334	STATE GRANT								
50 55	RESILIENT FL-FDEP 24PLN48	15,000	.00		15,000	.00		75,000	75,000.00
50 *	ECONOMIC ENVIRONMENT	15,000	.00		15,000	.00		75,000	75,000.00
70 11	HTMOORE RESTOR-GR23HM	24,497	.00		50,674	3,938.75-	8	148,664	152,602.75

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
334	**	STATE GRANT	39,497	.00		65,674	3,938.75-	6	223,664	227,602.75
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	66,416	61,503.92	93	531,328	492,031.38	93	797,000	304,968.62
12	20	8TH CNT MUNICIPAL GAS TAX	13,333	13,318.37	100	106,664	106,546.96	100	160,000	53,453.04
12	*	STATE REVENUE SHARING	79,749	74,822.29	94	637,992	598,578.34	94	957,000	358,421.66
14	00	MOBILE HOME LICENSES	2,083	1,067.62	51	16,664	21,827.18	131	25,000	3,172.82
15	00	ALCOHOLIC BEVERAGE	2,083	.00		16,664	18,280.59	110	25,000	6,719.41
18	00	LOCAL GOVERNMENT 1/2 CENT	108,333	131,796.08	122	866,664	834,693.88	96	1,300,000	465,306.12
21	00	FIREFIGHTER SUPPLEMENTAL	1,333	.00		10,664	11,834.25	111	16,000	4,165.75
29	21	POL PEN STATE CONTR	17,287	.00		138,296	.00		207,445	207,445.00
29	22	FIRE PEN STATE CONTR	11,861	.00		94,888	.00		142,337	142,337.00
29	*	OTHER PUBLIC SAFETY	29,148	.00		233,184	.00		349,782	349,782.00
41	00	FUEL TAX REFUNDS	1,666	.00		13,328	7,240.58	54	20,000	12,759.42
335	**	STATE SHARED REVENUES	224,395	207,685.99	93	1,795,160	1,492,454.82	83	2,692,782	1,200,327.18
337		GRANTS FROM LOCAL UNITS								
30	*	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	06	SR524 Widening	0	.00		0	4,300,000.00		0	4,300,000.00-
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	4,300,000.00		0	4,300,000.00-
330	***	INTERGOVERNMENTAL REVENUE	277,363	212,842.03		1,970,584	5,809,125.39		3,080,077	2,729,048.39-
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
40	00	CERTIFY/COPY/SEARCH	8,274	10,840.83	131	66,192	58,284.06	88	99,295	41,010.94
90	12	PASSPORT EXECUTION FEES	250	175.00	70	2,000	1,820.00	91	3,000	1,180.00
341	**	GENERAL GOVERNMENT	8,524	11,015.83	129	68,192	60,104.06	88	102,295	42,190.94
342		PUBLIC SAFETY								
10	00	SVC CHG - LAW ENF SERVICE	14,666	6,000.00	41	117,328	46,077.50	39	176,000	129,922.50
10	02	SCHOOL RES OFFICER	22,833	.00		182,664	188,375.00	103	274,000	85,625.00
10	*	SVC CHG - LAW ENF SERVICE	37,499	6,000.00	16	299,992	234,452.50	78	450,000	215,547.50

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
	20 00	SVC CHG - FIRE PROTECTION	2,500	1,650.00	66	20,000	21,067.50	105	30,000	8,932.50
	90 00	OTHER PUBLIC SAFETY	83	.00		664	.00		1,000	1,000.00
	90 01	FALSE ALARM FEES	625	610.00	98	5,000	2,250.00	45	7,500	5,250.00
	90 *	OTHER PUBLIC SAFETY	708	610.00	86	5,664	2,250.00	40	8,500	6,250.00
342	**	PUBLIC SAFETY	40,707	8,260.00	20	325,656	257,770.00	79	488,500	230,730.00
343		PHYSICAL ENVIRONMENT								
	37 10	BREVARD COUNTY	50,824	54,114.27	107	406,592	427,029.09	105	609,898	182,868.91
	37 11	ROCKLEDGE	28,236	29,908.05	106	225,888	236,097.22	105	338,832	102,734.78
	37 12	SUN LAKE	367	378.00	103	2,936	1,890.90	64	4,404	2,513.10
	37 13	CLNY PK-M.I.UTIL CO.	186	205.20	110	1,488	1,612.55	108	2,236	623.45
	37 16	COCOA BEACH	10,616	11,115.90	105	84,928	88,401.92	104	127,401	38,999.08
	37 17	CAPE CANAVERAL	9,035	10,776.30	119	72,280	74,092.87	103	108,426	34,333.13
	37 18	TITUSVILLE	406	419.85	103	3,248	3,332.35	103	4,879	1,546.65
	37 *	WATER BILLING SERVICES	99,670	106,917.57	107	797,360	832,456.90	104	1,196,076	363,619.10
	39 01	SERVICE CHARGES	75,000	63,868.27	85	600,000	599,742.10	100	900,000	300,257.90
	39 03	ADMIN CHARGES	40,000	47,880.00	120	320,000	358,065.00	112	480,000	121,935.00
	39 04	PENALTIES	60,000	56,242.51	94	480,000	455,332.39	95	720,000	264,667.61
	39 05	NSF CHECKS	2,500	4,817.94	193	20,000	37,613.91	188	30,000	7,613.91-
	39 13	HIGH CONSUMP CHGS	400	2,550.00	638	3,200	15,360.00	480	4,800	10,560.00-
	39 *	WATER OTHER INCOME	177,900	175,358.72	99	1,423,200	1,466,113.40	103	2,134,800	668,686.60
	41 10	SOLID WASTE	229,801	234,733.04	102	1,838,408	1,852,913.82	101	2,757,617	904,703.18
	41 20	RECYCLING REVENUE	33,735	34,500.43	102	269,880	278,420.41	103	404,831	126,410.59
	41 30	GREEN WASTE	38,327	42,594.56	111	306,616	343,329.76	112	459,933	116,603.24
	41 *	GARBAGE COLLECTION	301,863	311,828.03	103	2,414,904	2,474,663.99	103	3,622,381	1,147,717.01
	90 01	FDOT MEDIAN MAINT	5,016	.00		40,128	31,265.00	78	60,200	28,935.00
	90 03	FDOT MNT SIGNAL/HWY LIGHT	10,550	.00		84,400	.00		126,610	126,610.00
	90 *	OTHER PHYSICAL ENVIRON	15,566	.00		124,528	31,265.00	25	186,810	155,545.00
343	**	PHYSICAL ENVIRONMENT	594,999	594,104.32	100	4,759,992	4,804,499.29	101	7,140,067	2,335,567.71
347		CULTURE/RECREATION								
	20 10	GAZEBO-PAVILLION RENTAL	83	153.75	185	664	573.75	86	1,000	426.25
	20 11	SERVICE FEES	0	595.60		0	6,528.89		0	6,528.89-
	20 *	PARKS & RECREATION	83	749.35	903	664	7,102.64	1070	1,000	6,102.64-
	39 10	PORCHER HOUSE - REVENUES	833	2,008.74	241	6,664	7,290.00	109	10,000	2,710.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
39 11	TENANT MAINTENANCE FEES	100	101.51	102	800	812.08	102	1,200	387.92
39 20	COCOA CIVIC CENTER	833	1,901.55	228	6,664	13,188.97	198	10,000	3,188.97-
39 30	RIVERFRONT PARK	666	.00		5,328	3,250.47	61	8,000	4,749.53
39 *	OTHER CULTURAL SERVICES	2,432	4,011.80	165	19,456	24,541.52	126	29,200	4,658.48
40 05	SPECIAL EVENT PERMITS	1,666	2,050.00	123	13,328	25,200.00	189	20,000	5,200.00-
50 10	EVENT FEES	280	1,050.00	375	2,240	1,617.35	72	3,368	1,750.65
50 30	ADVERTISING/SPONSORSHIPS	91	.00		728	.00		1,100	1,100.00
50 50	MISC FURNISHINGS	100	751.00	751	800	2,003.25	250	1,200	803.25-
50 *	SPECIAL REC FACILITIES	471	1,801.00	382	3,768	3,620.60	96	5,668	2,047.40
347 **	CULTURE/RECREATION	4,652	8,612.15	185	37,216	60,464.76	163	55,868	4,596.76-
340 ***	CHARGES FOR SERVICES	648,882	621,992.30		5,191,056	5,182,838.11		7,786,730	2,603,891.89
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,250	1,338.23	107	10,000	63,473.09	635	15,000	48,473.09-
351 **	JUDGMENTS AND FINES	1,250	1,338.23	107	10,000	63,473.09	635	15,000	48,473.09-
350 ***	FINES AND FORFEITURES	1,250	1,338.23		10,000	63,473.09		15,000	48,473.09-
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	10,000	29.44		80,000	25,861.26	32	120,000	94,138.74
10 02	INVESTMENT INTEREST	10,000	203,034.25	2030	80,000	1,162,511.79	1453	120,000	1,042,511.79-
10 10	FLORIDA PRIME INTEREST	50	58,073.67	6147	400	456,179.16	4045	600	455,579.16-
10 11	INTEREST/CBOS	91	.00		728	.00		1,100	1,100.00
10 *	INTEREST	20,141	261,137.36	1297	161,128	1,644,552.21	1021	241,700	1,402,852.21-
30 00	NET INC/DEC FMV INVESTMNT	0	159,538.70		0	139,894.93		0	139,894.93-
35 *	MISCELLANEOUS INTEREST	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	11,937.00-		0	14,954.17-		0	14,954.17
40 *	GAIN/(LOSS) SALE INVEST	0	11,937.00-		0	14,954.17-		0	14,954.17
361 **	INTEREST & OTHER EARNINGS	20,141	408,739.06	2029	161,128	1,769,492.97	1098	241,700	1,527,792.97-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	11,108	2,806.66	25	88,864	146,728.37	165	133,300	13,428.37-
39 10	PORCHER HOUSE-TENANTS	583	1,370.16	235	4,664	10,961.28	235	7,000	3,961.28-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
39 20	CIVIC CENTER-TENANTS	658	660.00	100	5,264	5,280.00	100	7,900	2,620.00
39 *	RENTALS AND LEASES	1,241	2,030.16	164	9,928	16,241.28	164	14,900	1,341.28-
362 **	RENT AND ROYALTIES	12,349	4,836.82	39	98,792	162,969.65	165	148,200	14,769.65-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	52,500	12,841.70	25	315,000	545,804.20	173	525,000	20,804.20-
364 **	DISPOSITION FIXED ASSETS	52,500	12,841.70	25	315,000	545,804.20	173	525,000	20,804.20-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	632.85		0	632.85-
365 **	SALE SURPLUS MTRLS &SCRAP	0	.00		0	632.85		0	632.85-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	27,628.00		0	27,628.00-
10 10	CONTRIBS FOR K-9	1,702	.00		3,716	7,800.00	210	10,526	2,726.00
10 *	DONATIONS-PRIVATE SOURCES	1,702	.00		3,716	7,800.00	210	10,526	2,726.00
366 **	CONTRIBUTIONS & DONATIONS	1,702	.00		3,716	35,428.00	953	10,526	24,902.00-
368	PENSION CONTRIBUTIONS								
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	12,489	27,838.99-	223	62,445	186,292.81	298	112,400	73,892.81-
90 03	CODE ENF ABATE/DEMO REV	8,333	10,960.11	132	66,664	112,900.09	169	100,000	12,900.09-
90 04	MISC. POLICE REVENUES	708	4.00	1	5,664	625.61	11	8,500	7,874.39
90 05	INVESTIGATIVE COSTS REIM	4,512	5,157.95	114	36,096	26,369.80	73	54,145	27,775.20
90 09	PROPERTY REGISTRATION	416	800.00	192	3,328	1,600.00	48	5,000	3,400.00
90 12	LEISURE SVCS -CANCEL FEES	0	.00		0	831.25		0	831.25-
90 *	OTHER MISC REVENUES	26,458	10,916.93-	41	174,197	328,619.56	189	280,045	48,574.56-
96 00	INSURANCE REFUND/PROCEEDS	0	12,471.46		0	36,469.37		0	36,469.37-
369 **	OTHER MISC REVENUES	26,458	1,554.53	6	174,197	365,088.93	210	280,045	85,043.93-
360 ***	MISCELLANEOUS REVENUES	113,150	427,972.11		752,833	2,879,416.60		1,205,471	1,673,945.60-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 10	TRF FROM COCOA CRA (110)	18,566	18,566.67	100	148,528	148,533.36	100	222,800	74,266.64

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91 11	TRF FROM DIAMOND SQ (111)	0	.00		800,000	800,000.00	100	800,000	.00
91 *	TRANSFER FROM	18,566	18,566.67	100	948,528	948,533.36	100	1,022,800	74,266.64
94 21	TRANS FR 421 OH ALLOC	664,154	664,154.00	100	5,313,232	5,313,232.00	100	7,969,848	2,656,616.00
94 23	TRANS FR 423 OH ALLOC	26,041	26,041.92	100	208,328	208,335.36	100	312,503	104,167.64
94 *	INTERFUND TRANSFER	690,195	690,195.92	100	5,521,560	5,521,567.36	100	8,282,351	2,760,783.64
381 **	INTERFUND TRANSFER	708,761	708,762.59	100	6,470,088	6,470,100.72	100	9,305,151	2,835,050.28
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS (ROI)	640,777	640,777.92	100	5,126,216	5,126,223.36	100	7,689,335	2,563,111.64
40 01	6% PILOFF	140,178	140,178.92	100	1,121,424	1,121,431.36	100	1,682,147	560,715.64
40 *	CONTRIBUTIONS (ROI)	780,955	780,956.84	100	6,247,640	6,247,654.72	100	9,371,482	3,123,827.28
382 **	CONTRIBUTIONS ENTERPRISE	780,955	780,956.84	100	6,247,640	6,247,654.72	100	9,371,482	3,123,827.28
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	1,124,519	.00		7,678,766	.00		12,176,840	12,176,840.00
99 *	BALANCE FORWARD	1,124,519	.00		7,678,766	.00		12,176,840	12,176,840.00
389 **	NON OPERATING SOURCES	1,124,519	.00		7,678,766	.00		12,176,840	12,176,840.00
380 ***	OTHER SOURCES(NON-REV)	2,614,235	1,489,719.43		20,396,494	12,717,755.44		30,853,473	18,135,717.56
FUND TOTAL	GENERAL FUND	5,288,608	3,569,757.26		41,390,791	43,926,917.18		62,545,560	18,618,642.82
GRAND TOTAL		5,288,608	3,569,757.26		41,390,791	43,926,917.18		62,545,560	18,618,642.82

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	80359	106625.72	133	664427	603962.99	91	.00	985919	381956.01	61
11 **	EXECUTIVE SALARIES	80359	106625.72	133	664427	603962.99	91	.00	985919	381956.01	61
12-00	REGULAR SALARIES & WAGES	1124135	1461781.40	130	9604277	8215811.05	86	.00	14100952	5885140.95	58
12-06	SALARIES/CONTRACTUAL	9896	7738.00	78	77916	72011.50	92	.00	117500	45488.50	61
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	25893	32045.60	124	106144	159470.11	150	.00	209742	50271.89	76
12 **	REGULAR SALARIES & WAGES	1159924	1501565.00	130	9788337	8447292.66	86	.00	14428194	5980901.34	59
13-00	OTHER SALARIES & WAGES	100831	119229.76	118	679526	615354.94	91	.00	1082892	467537.06	57
13 **	OTHER SALARIES & WAGES	100831	119229.76	118	679526	615354.94	91	.00	1082892	467537.06	57
14-00	OVERTIME	122160	111830.49	92	566525	745322.94	132	.00	1055237	309914.06	71
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	122160	111830.49	92	566525	745322.94	132	.00	1055237	309914.06	71
15-00	SPECIAL PAY	32848	52399.14	160	257863	268400.03	104	.00	389296	120895.97	69
15 **	SPECIAL PAY	32848	52399.14	160	257863	268400.03	104	.00	389296	120895.97	69
20-00	CLOTHING/SHOE ALLOWANCE	1846	120.00	7	14768	6531.93	44	.00	22168	15636.07	30
20 **	CLOTHING/SHOE ALLOWANCE	1846	120.00	7	14768	6531.93	44	.00	22168	15636.07	30
21-00	FICA TAXES	112242	143246.96	128	894008	804870.64	90	.00	1343101	538230.36	60
21 **	FICA TAXES	112242	143246.96	128	894008	804870.64	90	.00	1343101	538230.36	60
22-00	RETIREMENT CONTRIBUTIONS	106810	147588.20	138	844635	826151.40	98	.00	1272004	445852.60	65
22-01	FIRE PENSION	225715	281373.99	125	1805720	1607443.62	89	.00	2708603	1101159.38	59
22-02	STATE CONTRIBUTIONS	29148	.00	0	233184	.00	0	.00	349782	349782.00	0
22-03	NON-FRS RETIREMENT PLAN	2963	4198.60	142	23704	23724.12	100	.00	35580	11855.88	67
22 **	RETIREMENT CONTRIBUTIONS	364636	433160.79	119	2907243	2457319.14	85	.00	4365969	1908649.86	56
23-00	INSURANCES	5721	4317.81	76	45099	32152.02	71	.00	68086	35933.98	47

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-02	MEDICARE PART B	34275	23167.20	68	274200	261601.82	95	2096.40	411300	147601.78	64
23-04	MEDICAL	317120	250140.82	79	2562012	1871996.47	73	.00	3830582	1958585.53	49
23-05	HEALTH GF RETIREES 50%	5287	3715.60	70	43684	30189.25	69	.00	64828	34638.75	47
23-06	HEALTH GF RETIREES 100%	24415	17643.56	72	195320	168086.58	86	.00	292980	124893.42	57
23-07	DENTAL INSURANCE	15413	12141.58	79	122309	92165.54	75	.00	184088	91922.46	50
23-08	VISION INSURANCE	2727	2179.85	80	21656	16526.56	76	.00	32744	16217.44	51
23-09	LONG TERM DISABILITY	4188	4119.36	98	33360	30733.61	92	.00	50234	19500.39	61
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	409146	317425.78	78	3297640	2503451.85	76	2096.40	4934842	2429293.75	51
24-00	WORKER'S COMPENSATION	64299	41032.81	64	512454	245628.24	48	.00	769764	524135.76	32
24 **	WORKER'S COMPENSATION	64299	41032.81	64	512454	245628.24	48	.00	769764	524135.76	32
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	6664	2200.00	33	.00	10000	7800.00	22
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	6664	2200.00	33	.00	10000	7800.00	22
27-00	BENEFIT OFFSET	21200	18454.04	87	164103	143677.25	88	.00	248899	105221.75	58
27 **	BENEFIT OFFSET	21200	18454.04	87	164103	143677.25	88	.00	248899	105221.75	58
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	55027	32826.12	60	354102	223417.47	63	276574.22	574223	74231.31	87
31-01	LEGAL EXPENSES	41655	34316.09	82	333366	260540.46	78	228039.54	499988	11408.00	98
31-02	MEDICAL SERVICES	4644	23359.00	503	37152	32877.55	89	17832.00	55730	5020.45	91
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1158	.00	0	9264	13905.00	150	.00	13905	.00	100
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM MUSE-GR2111	1770	.00	0	10620	17700.00	167	.00	17700	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-16	HTMOORE RESTOR-GR23HM	420	.00	0	2520	.00	0	4203.50	4204	.50	100
31-17	RESILIENT FL-FDEP 24PLN48	15000	.00	0	15000	.00	0	.00	75000	75000.00	0
31-33	EMPLOYEE HEALTH CENTER	34768	35968.65	104	278144	240189.56	86	177031.44	417221	.00	100
31 **	PROFESSIONAL SERVICES	154442	126469.86	82	1040168	788630.04	76	703680.70	1657971	165660.26	90
32-00	ACCOUNTING & AUDITING	6333	.00	0	50664	67000.00	132	.00	76000	9000.00	88
32 **	ACCOUNTING & AUDITING	6333	.00	0	50664	67000.00	132	.00	76000	9000.00	88
34-00	CONTRACT SERVICES	147126	124802.01	85	1148226	2239424.24	195	845732.20	1736798	1348358.44-	178
34-03	CUSTOMER SERVICE CONTRACT	277010	279883.35	101	2216080	1921469.92	87	.00	3324121	1402651.08	58
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	36000	35390.65	98	288000	238549.20	83	172323.30	432000	21127.50	95
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34-23	JAG 2022-22-GG-02810	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	460136	440076.01	96	3652306	4399443.36	121	1018055.50	5492919	75420.14	99
39-00	CONTINGENCY	128165	.00	0	1326956	.00	0	.00	1839626	1839626.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	128165	.00	0	1326956	.00	0	.00	1839626	1839626.00	0
40-00	TRAVEL & PER DIEM	7936	2370.89	30	70156	20949.70	30	.00	102023	81073.30	21
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
40-23	VOCA-2023-COCOA PD-00042	427	.00	0	427	.00	0	.00	2136	2136.00	0
40 **	TRAVEL & PER DIEM	8363	2370.89	28	70583	20949.70	30	.00	104159	83209.30	20
41-00	COMMUNICATION	34919	12139.15	35	273577	281317.48	103	92954.73	413302	39029.79	91
41-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
41 **	COMMUNICATION	34919	12139.15	35	273577	281317.48	103	92954.73	413302	39029.79	91

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
42-00	POSTAGE & FREIGHT	47605	41448.97	87	339500	297561.63	88	205848.16	530019	26609.21	95
42 **	POSTAGE & FREIGHT	47605	41448.97	87	339500	297561.63	88	205848.16	530019	26609.21	95
43-00	ELECTRIC/WATER/SEWER	75991	56457.95	74	607669	434770.39	72	426034.83	911649	50843.78	94
43 **	ELECTRIC/WATER/SEWER	75991	56457.95	74	607669	434770.39	72	426034.83	911649	50843.78	94
44-00	RENTALS AND LEASES	4415	6416.34	145	36298	40155.72	111	9137.52	53980	4686.76	91
44 **	RENTALS AND LEASES	4415	6416.34	145	36298	40155.72	111	9137.52	53980	4686.76	91
45-00	INSURANCE	74190	.00	0	616724	552880.80	90	.00	913499	360618.20	61
45 **	INSURANCE	74190	.00	0	616724	552880.80	90	.00	913499	360618.20	61
46-00	REPAIRS & MAINTENANCE	117688	67525.90	57	784316	502737.73	64	356418.70	1255100	395943.57	69
46-02	REPAIR/MAINT BUILDING	33067	18046.49	55	267623	151477.63	57	143582.39	399895	104834.98	74
46-03	REPAIR/MAINT-VEHICLES	40366	54790.63	136	317111	246179.35	78	3726.80	478653	228746.85	52
46-04	HTMOORE RESTOR-GR23HM	48153	.00	0	96306	.00	0	277259.63	288920	11660.37	96
46-05	HYDRANT FEES	21649	21585.33	100	173192	172682.64	100	.00	259797	87114.36	67
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	260923	161948.35	62	1638548	1073077.35	66	780987.52	2682365	828300.13	69
47-00	PRINTING & BINDING	9921	9112.69	92	113000	81647.59	72	56317.30	152755	14790.11	90
47 **	PRINTING & BINDING	9921	9112.69	92	113000	81647.59	72	56317.30	152755	14790.11	90
48-00	PROMOTIONAL ACTIVITIES	5274	7184.17	136	46058	29660.90	64	.00	67198	37537.10	44
48-11	BUSINESS ASSIST. PROGRAM	41	.00	0	328	.00	0	.00	500	500.00	0
48 **	PROMOTIONAL ACTIVITIES	5315	7184.17	135	46386	29660.90	64	.00	67698	38037.10	44
49-00	OTHER CHARGES & OBLIG.	22146	2020.33	9	165622	115510.07	70	114219.01	254311	24581.92	90
49-02	ADVERTISING	124	.00	0	992	.00	0	.00	1500	1500.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	3328	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	6486.06-	0	0	27216.85-	0	.00	0	27216.85	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-21	PD INVESTIGATIVE FUNDS	2083	5785.00	278	16664	1180.00	7	.00	25000	23820.00	5
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	24769	1319.27	5	186606	89473.22	48	114219.01	285811	82118.77	71
51-00	OFFICE SUPPLIES	3945	2392.74	61	32375	13034.99	40	.00	48269	35234.01	27
51-39	VOCA-2023-COCOA PD-00042	50	.00	0	100	.00	0	.00	300	300.00	0
51 **	OFFICE SUPPLIES	3995	2392.74	60	32475	13034.99	40	.00	48569	35534.01	27
52-00	OPERATING SUPPLIES	83831	31584.40	38	627919	687279.76	110	27857.38	963352	248214.86	74
52-02	UNIFORMS-PURCHASED	8851	5888.08	67	58947	45140.01	77	41628.16	94374	7605.83	92
52-05	EMS 1st RESP-CONSUM SUPP	4780	3547.71	74	38384	23036.80	60	24374.43	57505	10093.77	82
52-07	JANITORIAL SUPPLIES	4482	4832.16	108	35856	25633.76	72	.00	53805	28171.24	48
52-10	HEATING FUEL	474	272.90	58	3792	2033.03	54	3654.97	5688	.00	100
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	307	.00	0	1842	3065.40	166	.00	3066	.60	100
52-26	BULLET PROOF VEST 2022	392	.00	0	2352	3919.00	167	1.00	3920	.00	100
52-30	FUEL, OIL, & LUBRICANTS	27576	24428.60	89	231819	153249.51	66	.00	342195	188945.49	45
52-33	EMPLOYEE HEALTH CENTER	15729	18500.57	118	125832	89027.99	71	99722.01	188750	.00	100
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	1298	.00	0	10384	15572.00	150	.00	15572	.00	100
52-38	BULLET PROOF VEST 2023	2156	.00	0	17248	19189.08	111	6690.92	25880	.00	100
52-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	149876	89054.42	59	1154375	1067146.34	92	203928.87	1754107	483031.79	73
53-00	ROAD MATERIALS/SUPPLIES	3847	13571.72	353	30776	29781.41	97	7381.46	46175	9012.13	81
53 **	ROAD MATERIALS/SUPPLIES	3847	13571.72	353	30776	29781.41	97	7381.46	46175	9012.13	81

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
54-00	MEMBERSHIP/PUBLICATIONS	5141	4403.28	86	46478	30056.27	65	1225.00	67177	35895.73	47
54 **	MEMBERSHIP/PUBLICATIONS	5141	4403.28	86	46478	30056.27	65	1225.00	67177	35895.73	47
55-00	TRAINING	16319	9165.72	56	136541	51336.85	38	6937.72	201935	143660.43	29
55-01	EDA PROGRAM	2251	1820.05	81	15172	7345.01	48	8598.50	24182	8238.49	66
55-02	P/F HS RECRUITMENT	1441	.00	0	8646	6521.79	75	2935.96	14408	4950.25	66
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55-36	VOCA-2023-COCOA PD-00042	260	.00	0	260	.00	0	.00	1300	1300.00	0
55 **	TRAINING	20271	10985.77	54	160619	65203.65	41	18472.18	241825	158149.17	35
56-15	IT-RELATED OPERATING EXP	182106	32782.99	18	1693504	615785.91	36	143702.33	2422044	1662555.76	31
56-16	FL CYBERSECURITY	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	182106	32782.99	18	1693504	615785.91	36	143702.33	2422044	1662555.76	31
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	24138	.00	0	144828	.00	0	.00	241379	241379.00	0
61 **	LAND	24138	.00	0	144828	.00	0	.00	241379	241379.00	0
62-00	BUILDINGS	213269	.00	0	903714	84183.00	9	.00	1756794	1672611.00	5
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	213269	.00	0	903714	84183.00	9	.00	1756794	1672611.00	5
63-00	INFRASTRUCTURE	159375	159810.69	100	1283439	592074.66	46	1251964.66	1920936	76896.68	96
63-07	IMPROVE OTHER THAN BLDG	182003	179691.20	99	1492302	1376563.87	92	703482.68	2220324	140277.45	94

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	341378	339501.89	100	2775741	1968638.53	71	1955447.34	4141260	217174.13	95
64-00	MACHINERY AND EQUIPMENT	344802	41272.00	12	2266436	960405.33	42	2086098.40	3645674	599170.27	84
64-15	IT HARDWARE	6302	.00	0	51780	43336.44	84	.00	77000	33663.56	56
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	351104	41272.00	12	2318216	1003741.77	43	2086098.40	3722674	632833.83	83
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	4273	4275.71	100	34184	34158.27	100	17119.76	51278	.03-	100
71-33	LEASED POSTAGE METER	221	.00	0	221	.00	0	1102.17	1103	.83	100
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
71-69	SBITA - SAMSARA	5271	2645.71	50	10542	20969.32	199	10653.77	31624	.91	100
71 **	DEBT SERVICE - PRINCIPAL	9765	6921.42	71	44947	55127.59	123	28875.70	84005	1.71	100
72-30	LEASE - COPIERS	35	32.29	92	280	305.73	109	112.24	418	.03	100
72-33	LEASED POSTAGE METER	31	.00	0	31	.00	0	152.79	153	.21	100
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	236	107.39	46	472	1055.48	224	358.63	1415	.89	100
72 **	DEBT SERVICE - INTEREST	302	139.68	46	783	1361.21	174	623.66	1986	1.13	100
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	128525	.00	0	1028200	1542305.00	150	.00	1542305	.00	100
81 **	AIDS TO GOVT AGENCY	128525	.00	0	1028200	1542305.00	150	.00	1542305	.00	100
82-01	ECON DEV INCENTIVE CONTR	1666	.00	0	13328	.00	0	.00	20000	20000.00	0
82 **	AID TO PRIVATE ORGANIZAT	1666	.00	0	13328	.00	0	.00	20000	20000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	1041	.00	0	8328	.00	0	.00	12500	12500.00	0
83 **	OTHER GRANTS & AIDS	1041	.00	0	8328	.00	0	.00	12500	12500.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	89560	89552.08	100	716480	716416.64	100	.00	1074726	358309.36	67
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	550000	.00	0	550000	.00	0	.00	550000	550000.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	639560	89552.08	14	1266480	716416.64	57	.00	1624726	908309.36	44
FUND 001	TOTAL *********										
	GENERAL FUND	5841795	4340612.13	74	41375335	32193363.10	78	7855086.61	62545560	22497110.29	64
GRAND	TOTAL *********										
		5841795	4340612.13	74	41375335	32193363.10	78	7855086.61	62545560	22497110.29	64



FY 2024 Budget by Classification Report - Summary Listing

5/31/2024

Target for May 2024 is 67%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 77,093,525	$ -	$ 51,357,312	$ 25,736,213	67%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 567,350	$ -	$ 1,359,790	$ (792,440)	240%
*OTHER SOURCES (NON-REVENUE)	$ 16,937,756	$ -	$ 199,904	$ 16,737,852	1%
REVENUE TOTALS	**$ 94,598,631**	**$ -**	**$ 52,917,006**	**$ 41,681,625**	**56%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,545,140	$ -	$ 11,176,504	$ 9,368,636	54%
OPERATING EXPENDITURES	$ 29,145,998	$ 7,689,964	$ 11,699,988	$ 9,717,673	40%
CAPITAL OUTLAY	$ 4,638,078	$ 1,968,172	$ 1,219,361	$ 1,450,546	26%
GRANTS, AIDS AND OTHER	$ 479,870	$ 194,597	$ 283,123	$ 2,150	59%
NON-OPERATING USES	$ 39,789,545	$ -	$ 31,129,061	$ 8,660,484	78%
EXPENSE TOTALS	**$ 94,598,631**	**$ 9,852,733**	**$ 55,508,037**	**$ 29,199,488**	69%
REVENUE TOTALS	**$ 94,598,631**	**$ -**	**$ 52,917,006**	**$ 41,681,625**	**56%**
EXPENSE TOTALS	**$ 94,598,631**	**$ 9,852,733**	**$ 55,508,037**	**$ 29,199,488**	**69%**
**	**$ -**	**$ (9,852,733)**	**$ (2,591,031)**	**$ 12,482,136**	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
31 00		WATER SALES	5,385,017	6,016,116.04	112	43,080,136	42,420,856.10	99	64,620,205	22,199,348.90
33 00		WATER CONNECTION FEE	47,267	91,265.90	193	378,136	597,000.91	158	567,211	29,789.91-
36 00		WATER HYDRANT FEES	327,416	353,720.95	108	2,619,328	2,829,155.11	108	3,928,996	1,099,840.89
39 06		HYDRANT RESID FLOW TEST	141	1,650.00	1170	1,128	9,150.00	811	1,696	7,454.00-
39 07		BACKFLOW DEVICE TEST	12,808	19,709.11	154	102,464	155,569.43	152	153,700	1,869.43-
39 08		JUMPER METERS	61	110.00	180	488	1,810.00	371	742	1,068.00-
39 09		PLAN REVIEW/CONST INSPECT	1,060	7,500.00	708	8,480	39,000.00	460	12,720	26,280.00-
39 10		BACKFLOW PRV/RLCT TEMP	44	4.58-	10	352	533.36	152	530	3.36-
39 *		WATER OTHER INCOME	14,114	28,964.53	205	112,912	206,062.79	183	169,388	36,674.79-
51 00		SEWER SALES	613,203	668,255.02	109	4,905,624	5,009,177.91	102	7,358,443	2,349,265.09
51 *		SEWER SALES	613,203	668,255.02	109	4,905,624	5,009,177.91	102	7,358,443	2,349,265.09
59 01		GREASE TRAP PERMITS	547	836.51	153	4,376	6,322.68	145	6,572	249.32
60 00		REUSE WATER SALES	36,274	41,332.34	114	290,192	284,751.01	98	435,290	150,538.99
60 01		REUSE WATER INSTALLATION	618	614.54	99	4,944	3,985.44	81	7,420	3,434.56
60 *		REUSE WATER SALES	36,892	41,946.88	114	295,136	288,736.45	98	442,710	153,973.55
343	**	PHYSICAL ENVIRONMENT	6,424,456	7,201,105.83	112	51,395,648	51,357,311.95	100	77,093,525	25,736,213.05
340	***	CHARGES FOR SERVICES	6,424,456	7,201,105.83		51,395,648	51,357,311.95		77,093,525	25,736,213.05
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10 00		INTEREST	0	8,430.76		0	46,671.61		0	46,671.61-
10 02		INVESTMENT INTEREST	41,757	123,272.78	295	334,056	465,625.88	139	501,087	35,461.12
10 *		INTEREST	41,757	131,703.54	315	334,056	512,297.49	153	501,087	11,210.49-

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
30	00	NET INC/DEC FMV INVESTMNT	0	789,067.06		0	704,180.71		0	704,180.71-
40	00	GAIN/(LOSS) SALE INVEST	0	59,642.72-		0	75,203.43-		0	75,203.43
40	*	GAIN/(LOSS) SALE INVEST	0	59,642.72-		0	75,203.43-		0	75,203.43
361	**	INTEREST & OTHER EARNINGS	41,757	861,127.88	2062	334,056	1,141,274.77	342	501,087	640,187.77-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	114	.00		912	1,300.00	143	1,378	78.00
362	**	RENT AND ROYALTIES	114	.00		912	1,300.00	143	1,378	78.00
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	1,291.41-		0	1,291.41-		0	1,291.41
10	00	GAIN/(LOSS)SALE OF F/A	833	71,714.30	8609	6,664	72,816.87	1093	10,000	62,816.87-
364	**	DISPOSITION FIXED ASSETS	833	70,422.89	8454	6,664	71,525.46	1073	10,000	61,525.46-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	265	.00		2,120	13,070.70	617	3,180	9,890.70-
365	**	SALE SURPLUS MTRLS &SCRAP	265	.00		2,120	13,070.70	617	3,180	9,890.70-
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,308	2,638.15	61	34,464	88,089.53	256	51,705	36,384.53-
90	*	OTHER MISC REVENUES	4,308	2,638.15	61	34,464	88,089.53	256	51,705	36,384.53-
96	00	INSURANCE REFUND/PROCEEDS	0	.00		0	44,530.02		0	44,530.02-
369	**	OTHER MISC REVENUES	4,308	2,638.15	61	34,464	132,619.55	385	51,705	80,914.55-
360	***	MISCELLANEOUS REVENUES	47,277	934,188.92		378,216	1,359,790.48		567,350	792,440.48-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	24	RENEW & REPLACE (424)	16,659	.00		133,272	199,904.00	150	199,904	.00
91	*	TRANSFER FROM	16,659	.00		133,272	199,904.00	150	199,904	.00
381	**	INTERFUND TRANSFER	16,659	.00		133,272	199,904.00	150	199,904	.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
99 50	FUND BAL-APPROP. RESERVES	1,506,965	.00		10,709,975	.00		16,737,852	16,737,852.00
99 *	BALANCE FORWARD	1,506,965	.00		10,709,975	.00		16,737,852	16,737,852.00
389 **	NON OPERATING SOURCES	1,506,965	.00		10,709,975	.00		16,737,852	16,737,852.00
380 ***	OTHER SOURCES(NON-REV)	1,523,624	.00		10,843,247	199,904.00		16,937,756	16,737,852.00
FUND TOTAL	WATER/SEWER FUND	7,995,357	8,135,294.75		62,617,111	52,917,006.43		94,598,631	41,681,624.57
GRAND TOTAL		7,995,357	8,135,294.75		62,617,111	52,917,006.43		94,598,631	41,681,624.57

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	14297	19742.40	138	114376	111215.52	97	.00	171571	60355.48	65
11 **	EXECUTIVE SALARIES	14297	19742.40	138	114376	111215.52	97	.00	171571	60355.48	65
12-00	REGULAR SALARIES & WAGES	964358	1067837.22	111	7832428	6303064.33	81	.00	11689904	5386839.67	54
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	17928	16621.19	93	47909	116155.32	242	.00	119609	3453.68	97
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	982286	1084458.41	110	7880337	6419219.65	82	.00	11809513	5390293.35	54
13-00	OTHER SALARIES & WAGES	56253	69926.24	124	408361	391103.29	96	.00	633401	242297.71	62
13 **	OTHER SALARIES & WAGES	56253	69926.24	124	408361	391103.29	96	.00	633401	242297.71	62
14-00	OVERTIME	61812	85206.76	138	494496	572528.82	116	.00	741778	169249.18	77
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	61812	85206.76	138	494496	572528.82	116	.00	741778	169249.18	77
15-00	SPECIAL PAY	175	25.00	14	1400	200.00	14	.00	2100	1900.00	10
15 **	SPECIAL PAY	175	25.00	14	1400	200.00	14	.00	2100	1900.00	10
20-00	CLOTHING/SHOE ALLOWANCE	1806	575.00	32	14315	19722.84	138	.00	21565	1842.16	92
20 **	CLOTHING/SHOE ALLOWANCE	1806	575.00	32	14315	19722.84	138	.00	21565	1842.16	92
21-00	FICA TAXES	84908	95353.38	112	679264	566681.89	83	.00	1018921	452239.11	56
21 **	FICA TAXES	84908	95353.38	112	679264	566681.89	83	.00	1018921	452239.11	56
22-00	RETIREMENT CONTRIBUTIONS	143487	183709.94	128	1142996	1148265.75	101	.00	1716960	568694.25	67
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	445	609.25	137	3560	3463.66	97	.00	5346	1882.34	65
22 **	RETIREMENT CONTRIBUTIONS	143932	184319.19	128	1146556	1151729.41	101	.00	1722306	570576.59	67
23-00	INSURANCES	2794	2815.88	101	22212	21864.95	98	.00	33418	11553.05	65
23-02	RETIREES OTHER INSURANCES	13138	6950.16	53	105104	81041.90	77	.00	157665	76623.10	51
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-04	MEDICAL	271247	189294.48	70	2194623	1479517.53	67	.00	3279654	1800136.47	45
23-05	HEALTH RETIREES 50%	1408	928.90	66	11264	7431.20	66	.00	16903	9471.80	44
23-06	HEALTH RETIREES 100%	3756	3715.60	99	30048	28795.90	96	.00	45074	16278.10	64
23-07	DENTAL INSURANCE	12245	8239.13	67	97960	64664.93	66	.00	146979	82314.07	44
23-08	VISION INSURANCE	2181	1526.50	70	17448	11957.32	69	.00	26217	14259.68	46
23-09	LONG TERM DISABILITY	2859	2886.74	101	22718	22436.40	99	.00	34197	11760.60	66
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	309628	216357.39	70	2501377	1717710.13	69	.00	3740107	2022396.87	46
24-00	WORKER'S COMPENSATION	42279	21742.68	51	338526	140507.91	42	.00	507678	367170.09	28
24 **	WORKER'S COMPENSATION	42279	21742.68	51	338526	140507.91	42	.00	507678	367170.09	28
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	6664	1925.00	29	.00	10000	8075.00	19
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	6664	1925.00	29	.00	10000	8075.00	19
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	13850	10900.00	79	110800	83959.59	76	.00	166200	82240.41	51
27 **	BENEFIT OFFSET	13850	10900.00	79	110800	83959.59	76	.00	166200	82240.41	51
31-00	PROFESSIONAL SERVICES	41812	14641.87	35	318029	105306.02	33	74636.00	485289	305346.98	37
31-01	LEGAL EXPENSES	47264	10419.50	22	356084	86472.72	24	207181.12	545139	251485.16	54
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	347351	210200.93	61	2194188	1095283.14	50	2345173.60	3583592	143135.26	96
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	436427	235262.30	54	2868301	1287061.88	45	2626990.72	4614020	699967.40	85
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	165099	54346.72	33	1328505	421168.56	32	392051.72	1988931	1175710.72	41
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	165099	54346.72	33	1328505	421168.56	32	392051.72	1988931	1175710.72	41
39-00	CONTINGENCY	8631	.00	0	765183	.00	0	.00	799716	799716.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	8631	.00	0	765183	.00	0	.00	799716	799716.00	0
40-00	TRAVEL AND PER DIEM	2117	799.20	38	14436	6502.22	45	.00	22938	16435.78	28
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	2117	799.20	38	14436	6502.22	45	.00	22938	16435.78	28
41-00	COMMUNICATION	19218	18897.82	98	153150	117588.06	77	80828.05	230061	31644.89	86
41 **	COMMUNICATION	19218	18897.82	98	153150	117588.06	77	80828.05	230061	31644.89	86
42-00	FREIGHT & POSTAGE SERVICE	1547	338.98	22	9521	3645.77	38	.00	15740	12094.23	23
42 **	FREIGHT & POSTAGE SERVICE	1547	338.98	22	9521	3645.77	38	.00	15740	12094.23	23
43-00	ELECTRIC/WATER/SEWER	174673	176961.92	101	1397384	1328127.30	95	693832.75	2096105	74144.95	97
43 **	ELECTRIC/WATER/SEWER	174673	176961.92	101	1397384	1328127.30	95	693832.75	2096105	74144.95	97
44-00	RENTAL AND LEASES	4556	1352.50	30	26348	25895.76	98	135.80	44600	18568.44	58
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	4556	1352.50	30	26348	25895.76	98	135.80	44600	18568.44	58
45-00	INSURANCE	105017	.00	0	844227	714974.36	85	.00	1264307	549332.64	57
45 **	INSURANCE	105017	.00	0	844227	714974.36	85	.00	1264307	549332.64	57
46-00	REPAIRS & MAINTENANCE	506855	435332.72	86	4066801	3201852.58	79	845966.54	6094248	2046428.88	66
46-02	REPAIR/MAINT BUILDING	25100	4373.62	17	167510	34786.89	21	10824.10	267918	222307.01	17

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-03	REPAIR/MAINT-VEHICLES	27789	43400.73	156	217778	140837.48	65	.00	328976	188138.52	43
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	559744	483107.07	86	4452089	3377476.95	76	856790.64	6691142	2456874.41	63
47-00	PRINTING & BINDING	949	26.00	3	7592	126.00	2	20.00	11420	11274.00	1
47 **	PRINTING & BINDING	949	26.00	3	7592	126.00	2	20.00	11420	11274.00	1
48-00	PROMOTIONAL ACTIVITIES	2083	350.00	17	16664	8970.00	54	1600.00	25000	14430.00	42
48 **	PROMOTIONAL ACTIVITIES	2083	350.00	17	16664	8970.00	54	1600.00	25000	14430.00	42
49-00	OTHER CHARGES & OBLIG.	18317	1524.39	8	59244	38479.10	65	15000.00	132560	79080.90	40
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	4719.97-	0	0	40190.08-	0	.00	0	40190.08	0
49-08	CASH OVER & UNDER	0	67.00-	0	0	116.97-	0	.00	0	116.97	0
49-09	DOCUMENT RECORDING CHGS	500	260.00	52	4000	1916.30-	48-	4186.30	6000	3730.00	38
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	18817	3002.58-	16-	63244	3744.25-	6-	19186.30	138560	123117.95	11
51-00	OFFICE SUPPLIES	2047	741.35	36	16376	7361.06	45	.00	24614	17252.94	30
51 **	OFFICE SUPPLIES	2047	741.35	36	16376	7361.06	45	.00	24614	17252.94	30
52-00	OPERATING SUPPLIES	65235	74039.06	114	520364	488981.76	94	116334.74	781339	176022.50	78
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	769	511.38	67	6152	6265.58	102	.00	9240	2974.42	68
52-09	CHEMICALS	519561	514585.70	99	4232434	3375242.70	80	2864779.09	6310686	70664.21	99
52-30	FUEL OIL & LUBRICANTS	44886	25655.02	57	359358	223703.08	62	18704.43	538938	296530.49	45
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	630451	614791.16	98	5118308	4094193.12	80	2999818.26	7640203	546191.62	93

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	3177	.00	0	28271	388.46	1	34611.54	41000	6000.00	85
53 **	ROAD MATERIALS/SUPPLIES	3177	.00	0	28271	388.46	1	34611.54	41000	6000.00	85
54-00	MEMBERSHIP/PUBLICATIONS	3435	.00	0	27480	34659.26	126	.00	41245	6585.74	84
54 **	MEMBERSHIP/PUBLICATIONS	3435	.00	0	27480	34659.26	126	.00	41245	6585.74	84
55-00	TRAINING	6433	4922.00	77	50260	29722.63	59	4851.55	76027	41452.82	46
55-01	EDA PROGRAM	416	.00	0	3328	162.42	5	.00	5000	4837.58	3
55 **	TRAINING	6849	4922.00	72	53588	29885.05	56	4851.55	81027	46290.40	43
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	327629	6117.96	2	2064820	245543.80	12	17619.69	3375369	3112205.51	8
56 **	TECHNOLOGY SYSTEMS	327629	6117.96	2	2064820	245543.80	12	17619.69	3375369	3112205.51	8
59-00	DEPRECIATION EXPENSE	0	164.85	0	0	164.85	0	.00	0	164.85-	0
59 **	DEPRECIATION EXPENSE	0	164.85	0	0	164.85	0	.00	0	164.85-	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	18917	.00	0	1286722	11600.00	1	669459.36	1362387	681327.64	50
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	18917	.00	0	1286722	11600.00	1	669459.36	1362387	681327.64	50
64-00	MACHINERY & EQUIPMENT	248938	144295.86	58	1733263	960258.09	55	1062556.71	2729032	706217.20	74
64-15	IT HARDWARE	51400	9076.00	18	341034	247502.52	73	236155.58	546659	63000.90	89
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	300338	153371.86	51	2074297	1207760.61	58	1298712.29	3275691	769218.10	77
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	28293	28326.01	100	226344	196840.55	87	142669.83	339510	.38-	100
71-35	SBITA - SAMSARA	6651	3338.64	50	13302	26461.30	199	13444.02	39905	.32-	100
71 **	PRINCIPAL	34944	31664.65	91	239646	223301.85	93	156113.85	379415	.70-	100
72-32	LEASED ASSET-GENERATOR	7848	7813.99	100	62784	56139.45	89	38030.17	94170	.38	100
72-35	SBITA - SAMSARA	298	135.51	46	596	1331.90	224	452.58	1785	.52	100
72 **	DEBT SERVICE - INTEREST	8146	7949.50	98	63380	57471.35	91	38482.75	95955	.90	100
73-00	OTHER DEBT SERVICE COST	275	.00	0	2200	2350.00	107	.00	3300	950.00	71
73-32	GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	275	.00	0	2200	2350.00	107	.00	3300	950.00	71
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	800	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	800	.00	0	.00	1200	1200.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	640777	640777.92	100	5126216	5126223.36	100	.00	7689335	2563111.64	67
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	489613	.00	0	15139983	14650370.00	97	.00	15139983	489613.00	97
91-25	TO RESTRCTD ASSET (425)	609019	597606.66	98	4872152	4917804.48	101	.00	7308232	2390427.52	67
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1739409	1238384.58	71	25138351	24694397.84	98	.00	30137550	5443152.16	82
94-01	TXFR TO GF OH ALLOC (001)	664154	664154.00	100	5313232	5313232.00	100	.00	7969848	2656616.00	67
94 **	INTERFUND TRANSFER	664154	664154.00	100	5313232	5313232.00	100	.00	7969848	2656616.00	67
95-01	TXFR TO GF 6% PLOFF (001)	140178	140178.92	100	1121424	1121431.36	100	.00	1682147	560715.64	67
95 **	NONOPERATING	140178	140178.92	100	1121424	1121431.36	100	.00	1682147	560715.64	67
FUND 421	TOTAL *********										
	WATER/SEWER FUND	7090986	5619487.21	79	68192011	55508037.27	81	9891105.27	94598631	29199488.46	69
GRAND	TOTAL *********										
		7090986	5619487.21	79	68192011	55508037.27	81	9891105.27	94598631	29199488.46	69

FY 2024 Budget by Classification Report - Summary Listing

5/31/2024

Target for May 2024 is 67%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 2,183,841	$ -	$ 2,084,413	$ 99,428	95%
CHARGES FOR SERVICES	$ -	$ -	$ 3	$ (3)	0%
INTERGOVERNMENTAL/GRANT	$ 935,118	$ -	$ 28,168	$ 906,950	3%
MISCELLANEOUS	$ 9,287	$ -	$ 118,376	$ (109,089)	1275%
**OTHER SOURCES (NON-REVENUE)	$ 926,113	$ -	$ -	$ 926,113	0%
REVENUE TOTALS	**$ 4,054,359**	**$ -**	**$ 2,230,959**	**$ 1,823,400**	**55%**
EXPENSE					
SALARIES AND BENEFITS	$ 682,295	$ -	$ 278,273	$ 404,022	41%
OPERATING EXPENDITURES	$ 935,697	$ 103,842	$ 287,789	$ 544,065	31%
CAPITAL OUTLAY	$ 2,120,717	$ 860,546	$ 1,146,095	$ 114,076	54%
OTHER SOURCES (NON-REVENUE)	$ 3,147	$ 1,049	$ 2,098	$ 1	67%
NON-OPERATING USES	$ 312,503	$ -	$ 208,335	$ 104,168	67%
EXPENSE TOTALS	**$ 4,054,359**	**$ 965,437**	**$ 1,922,590**	**$ 1,166,332**	**71%**
REVENUE TOTALS	**$ 4,054,359**	**$ -**	**$ 2,230,959**	**$ 1,823,400**	**55%**
EXPENSE TOTALS	**$ 4,054,359**	**$ 965,437**	**$ 1,922,590**	**$ 1,166,332**	**71%**
	$ -	**$ (965,437)**	**$ 308,369**	**$ 657,068**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
	23 01	STRMWTR SPEC ASSMNT	172,802	63,555.39	37	1,382,416	2,094,572.13	152	2,073,634	20,938.13-
	23 02	DELINQUENT TAX	0	.00		0	10,622.52-		0	10,622.52
	23 03	PENALTIES	0	1,352.77		0	463.58		0	463.58-
	23 04	TAX CERTIFICATES	9,183	.00		73,464	.00		110,207	110,207.00
	23 *	STORMWATER	181,985	64,908.16	36	1,455,880	2,084,413.19	143	2,183,841	99,427.81
325	**	SPECIAL ASSESSMENT	181,985	64,908.16	36	1,455,880	2,084,413.19	143	2,183,841	99,427.81
320	***	OTHER PERMITS & FEES	181,985	64,908.16		1,455,880	2,084,413.19		2,183,841	99,427.81
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
	36 35	US1/FOREST AV S/W FACILTY	12,000	.00		72,000	.00		120,000	120,000.00
	36 36	N FSK S/W PND FLOAT WTLND	76,800	.00		460,800	.00		768,000	768,000.00
	36 69	DIX/IRD IRL RESIL DESIGN	5,634	28,168.03	500	5,634	28,168.03	500	28,169	.97
	36 *	STORMWATER MANAGEMENT	94,434	28,168.03	30	538,434	28,168.03	5	916,169	888,000.97
334	**	STATE GRANT	94,434	28,168.03	30	538,434	28,168.03	5	916,169	888,000.97
338		SHARED REVENUE LOCAL UNIT								
	10 05	SAVE OUR INDIAN RVR LAGN	1,768	.00		11,877	.00		18,949	18,949.00
	10 *	SHARED REV - BREVARD CTY	1,768	.00		11,877	.00		18,949	18,949.00
338	**	SHARED REVENUE LOCAL UNIT	1,768	.00		11,877	.00		18,949	18,949.00
330	***	INTERGOVERNMENTAL REVENUE	96,202	28,168.03		550,311	28,168.03		935,118	906,949.97
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	91 00	STORMWATER FEES	0	.00		0	2.57		0	2.57-
	91 *	STORMWATER FEES	0	.00		0	2.57		0	2.57-
343	**	PHYSICAL ENVIRONMENT	0	.00		0	2.57		0	2.57-
340	***	CHARGES FOR SERVICES	0	.00		0	2.57		0	2.57-

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
	10 00	INTEREST	740	27.92	4	5,920	3,386.19	57	8,887	5,500.81
	10 02	INVESTMENT INTEREST	0	4,751.23		0	14,252.78		0	14,252.78-
	10 10	FLORIDA PRIME INTEREST	0	10,668.19		0	91,308.51		0	91,308.51-
	10 *	INTEREST	740	15,447.34	2088	5,920	108,947.48	1840	8,887	100,060.48-
	30 00	NET INC/DEC FMV INVESTMNT	0	5,533.91		0	4,852.53		0	4,852.53-
	40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	740	20,981.25	2835	5,920	113,800.01	1922	8,887	104,913.01-
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
	90 00	OTHER MISC REVENUES	33	.00		264	4,575.49	1733	400	4,175.49-
369	**	OTHER MISC REVENUES	33	.00		264	4,575.49	1733	400	4,175.49-
360	***	MISCELLANEOUS REVENUES	773	20,981.25		6,184	118,375.50		9,287	109,088.50-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
	91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
	99 50	FUND BAL-APPROP. RESERVES	78,778	.00		610,996	.00		926,113	926,113.00
	99 *	BALANCE FORWARD	78,778	.00		610,996	.00		926,113	926,113.00
389	**	NON OPERATING SOURCES	78,778	.00		610,996	.00		926,113	926,113.00
380	***	OTHER SOURCES(NON-REV)	78,778	.00		610,996	.00		926,113	926,113.00
FUND TOTAL		STORMWATER UTILITY	357,738	114,057.44		2,623,371	2,230,959.29		4,054,359	1,823,399.71
GRAND TOTAL			357,738	114,057.44		2,623,371	2,230,959.29		4,054,359	1,823,399.71

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	35556	30698.54	86	284560	177620.68	62	.00	426786	249165.32	42
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	35556	30698.54	86	284560	177620.68	62	.00	426786	249165.32	42
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	533	25.04	5	4264	3073.50	72	.00	6400	3326.50	48
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	533	25.04	5	4264	3073.50	72	.00	6400	3326.50	48
15-00	SPECIAL PAY	28	25.00	89	112	200.00	179	.00	225	25.00	89
15 **	SPECIAL PAY	28	25.00	89	112	200.00	179	.00	225	25.00	89
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	400	600.00	150	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	400	600.00	150	.00	600	.00	100
21-00	FICA TAXES	2772	2308.44	83	22176	13574.34	61	.00	33269	19694.66	41
21 **	FICA TAXES	2772	2308.44	83	22176	13574.34	61	.00	33269	19694.66	41
22-00	RETIREMENT CONTRIBUTIONS	4379	4169.21	95	35032	24519.30	70	.00	52553	28033.70	47
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4379	4169.21	95	35032	24519.30	70	.00	52553	28033.70	47
23-00	INSURANCES	108	76.50	71	864	593.96	69	.00	1302	708.04	46
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7986	5140.43	64	63888	39654.31	62	.00	95834	56179.69	41
23-07	DENTAL INSURANCE	309	245.63	80	2472	1871.39	76	.00	3716	1844.61	50
23-08	VISION INSURANCE	58	40.25	69	464	310.26	67	.00	707	396.74	44
23-09	LONG TERM DISABILITY	109	77.56	71	872	601.85	69	.00	1316	714.15	46
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8570	5580.37	65	68560	43031.77	63	.00	102875	59843.23	42
24-00	WORKER'S COMPENSATION	4565	2337.25	51	36520	14253.37	39	.00	54787	40533.63	26
24 **	WORKER'S COMPENSATION	4565	2337.25	51	36520	14253.37	39	.00	54787	40533.63	26
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	300.00	75	3200	1400.00	44	.00	4800	3400.00	29
27 **	BENEFIT OFFSET	400	300.00	75	3200	1400.00	44	.00	4800	3400.00	29
31-00	PROFESSIONAL SERVICES	17581	2617.00	15	136366	28316.41	21	45570.75	206702	132814.84	36
31-01	LEGAL EXPENSES	41	.00	0	328	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	17622	2617.00	15	136694	28316.41	21	45570.75	207202	133314.84	36
34-00	CONTRACT SERVICES	9183	2531.92	28	72614	53564.28	74	17474.59	109353	38314.13	65
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	9183	2531.92	28	72614	53564.28	74	17474.59	109353	38314.13	65
39-00	CONTINGENCY	18439	.00	0	213060	.00	0	.00	286823	286823.00	0
39 **	CONTINGENCY	18439	.00	0	213060	.00	0	.00	286823	286823.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	1896	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	1896	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	173	90.76	53	1384	726.22	53	1349.78	2076	.00	100
41 **	COMMUNICATION	173	90.76	53	1384	726.22	53	1349.78	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	328	.00	0	.00	500	500.00	0
42 **	POSTAGE & FREIGHT	41	.00	0	328	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER	1250	1008.44	81	10000	8089.29	81	4883.24	15000	2027.47	87

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	1250	1008.44	81	10000	8089.29	81	4883.24	15000	2027.47	87
44-00	RENTALS AND LEASES	250	.00	0	2000	.00	0	.00	3000	3000.00	0
44 **	RENTALS AND LEASES	250	.00	0	2000	.00	0	.00	3000	3000.00	0
45-00	INSURANCE	1394	.00	0	11152	10270.82	92	.00	16734	6463.18	61
45 **	INSURANCE	1394	.00	0	11152	10270.82	92	.00	16734	6463.18	61
46-00	REPAIRS & MAINTENANCE	7268	17860.37	246	58024	68471.24	118	2491.48	87100	16137.28	82
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	17192	84544.15	492	82536	98151.24	119	29177.48	151314	23985.28	84
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	24460	102404.52	419	140560	166622.48	119	31668.96	238414	40122.56	83
47-00	PRINTING & BINDING	41	.00	0	328	275.00	84	.00	500	225.00	55
47 **	PRINTING & BINDING	41	.00	0	328	275.00	84	.00	500	225.00	55
49-00	OTHER CHARGES & OBLIG.	22	177.69	808	176	298.83	170	.00	267	31.83-	112
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	90.15-	0	0	778.50-	0	.00	0	778.50	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	22	87.54	398	176	479.67-	273-	.00	267	746.67	180-
51-00	OFFICE SUPPLIES	41	.00	0	328	374.68	114	.00	500	125.32	75
51 **	OFFICE SUPPLIES	41	.00	0	328	374.68	114	.00	500	125.32	75
52-00	OPERATING SUPPLIES	922	1881.44	204	7376	6277.15	85	2894.91	11070	1897.94	83
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2576	1801.55	70	20608	11268.78	55	.00	30915	19646.22	37
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52 **	OPERATING SUPPLIES	3498	3682.99	105	27984	17545.93	63	2894.91	41985	21544.16	49
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	496	650.00	131	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	496	650.00	131	.00	750	100.00	87
55-00	TRAINING	729	219.00	30	5832	1604.00	28	.00	8750	7146.00	18
55 **	TRAINING	729	219.00	30	5832	1604.00	28	.00	8750	7146.00	18
56-15	IT-RELATED OPERATING EXP	180-	230.00	128-	1710	230.00	14	.00	993	763.00	23
56 **	TECHNOLOGY SYSTEMS	180-	230.00	128-	1710	230.00	14	.00	993	763.00	23
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	88880	9363.00	11	294685	221892.33	75	314229.34	650197	114075.33	83
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	12000	.00	0	72000	.00	0	120000.00	120000	.00	100
63-36	N FSK S/W PND FLOAT WTLND	76800	.00	0	460800	768000.00	167	.00	768000	.00	100
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	8346	.00	0	426764	33835.20	8	426316.80	460153	1.00	100
63 **	INFRASTRUCTURE	186026	9363.00	5	1254249	1023727.53	82	860546.14	1998350	114076.33	94
64-00	MACHINERY & EQUIPMENT	11019	.00	0	78282	122367.00	156	.00	122367	.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	11019	.00	0	78282	122367.00	156	.00	122367	.00	100
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	502	251.97	50	1004	1997.07	199	1014.65	3012	.28	100
71 **	PRINCIPAL	502	251.97	50	1004	1997.07	199	1014.65	3012	.28	100
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	23	10.23	45	46	100.53	219	34.15	135	.32	100
72 **	DEBT SERVICE - INTEREST	23	10.23	45	46	100.53	219	34.15	135	.32	100
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	26041	26041.92	100	208328	208335.36	100	.00	312503	104167.64	67
94 **	INTERFUND TRANSFER	26041	26041.92	100	208328	208335.36	100	.00	312503	104167.64	67
FUND 423	TOTAL ********* STORMWATER UTILITY	357726	193983.14	54	2623275	1922589.89	73	965437.17	4054359	1166331.94	71
GRAND	TOTAL *********	357726	193983.14	54	2623275	1922589.89	73	965437.17	4054359	1166331.94	71

Legislation Details (With Text)

File #:	24-363	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/25/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Orders-CM Authorized May 2024.pdf Visualization Change Order Authorizations.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 25, 2024
Agenda Date: July 9, 2024
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of May 31st, 2024. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

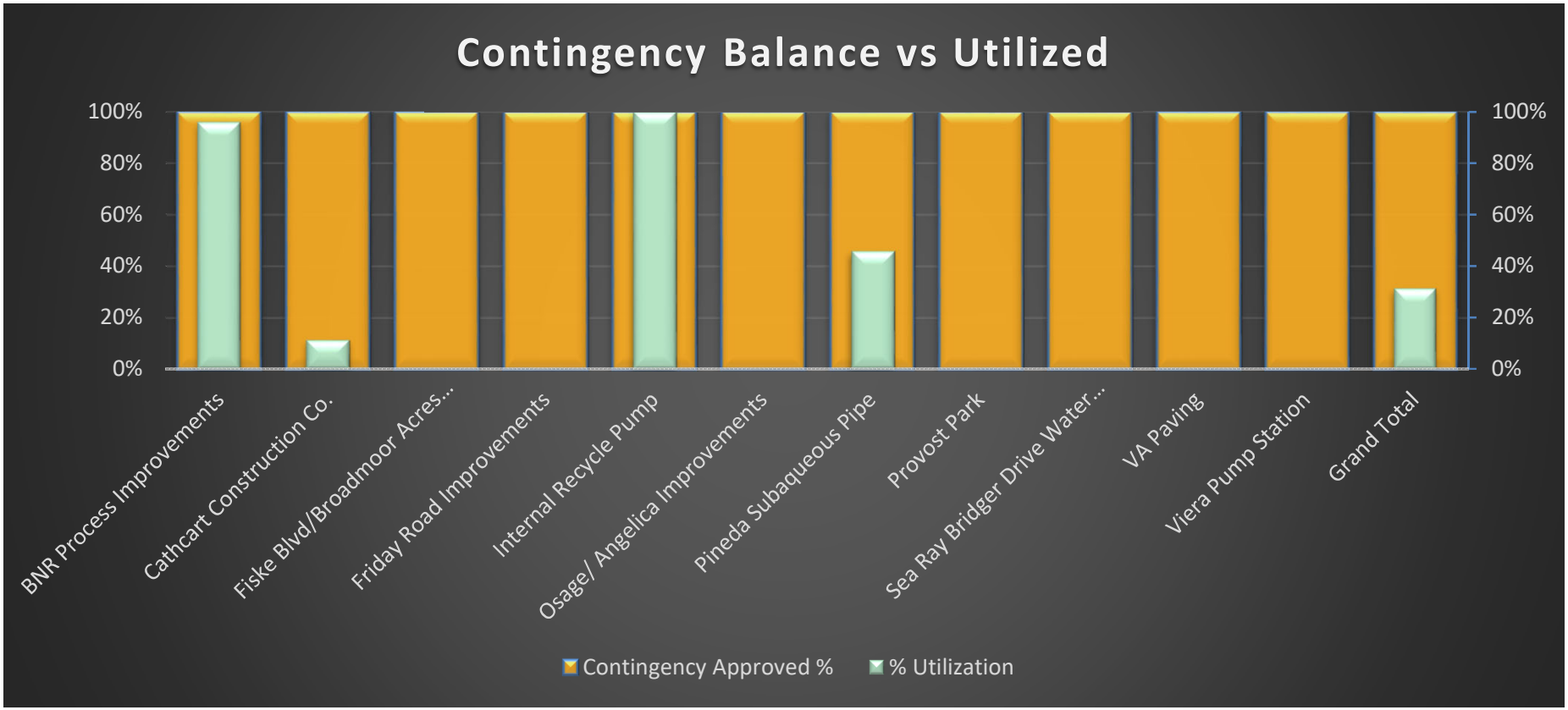
FY 2024 Change Orders - CM authorized to execute

Applied to Contingency | as of: Period 8

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
WS22IR	**Internal Recycle Pump**														
Op. Rev.		11,581,208	Total approved	2023-064											
Project Manager:	Francis Palmieri	81,970	Contingency and other costs authorized												
Account #:	421-4120-536.63-00	11,499,238	Exp authorized before contingency												
	424-4055-536.63-00														
	424-4120-536.63-00														
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Wharton-Smith Inc.**			FY2024	47027	1,366,175	11,581,208	-	-	-	11,581,208	$ 1,318,861	$ 1,318,861	$ -	$ -
PO #:	**81414**				47027-1	10,133,063									
					47027-2	**81,970**									
		-													
PWFBPP	**Provost Park Improvements**														
Op. Rev.		1,969,004	Total approved	2023-116											
Project Manager:	Abigail Morgan	80,000	Contingency and other costs authorized												
Account #:	001-3580-519.63-00	1,889,004	Exp authorized before contingency												
	001-3580-519.63-07														
	001-3580-519.64-00														
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
				FY2024	47163	697,853	1,889,004	-	-	-	1,889,004	$ 1,418,451	$ 1,418,451	$ -	$ -
Vendor:					47163	49,977									
PO #:	**81560**				47163	1,133,174									
		80,000			47163	8,000									
AFBP22 & PW08SP	**Annual Street Paving**														
Op. Rev.		950,000	Total approved	2023-064											
Project Manager:	Abigail Morgan	26,796	Contingency and other costs authorized												
Account #:	001-3510-541.63-00	923,204	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**VA Paving**			FY2024	47376	443,982	923,204	-	-	-	923,204	$ -	$ -	$ -	$ -
PO #:	**81738**				47376-1	479,222									
		26,796													
WS21VP	**Viera Pump Station**														
Op. Rev.		917,070	Total approved	2023-015											
Project Manager:		83,370	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	833,700	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**L7 Construction**			FY2023	46161	833,700	833,700	-	-	833,700	-	$ 588,164	$ 548,264	$ 39,900	$ -
PO #:	**80814**														
		83,370													
WS21SC	**Sea Ray Bridger Drive Water Main Relocation**														
Op. Rev.		4,839,476	Total approved	2022-134											
Project Manager:	John Perrin	439,952	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	4,399,524	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	Atlantic Devlopment Cocoa			FY2023	45843	4,399,524	4,399,524	-	-	4,399,524	-	$ 3,506,723	$ 1,088,397	$ 2,418,326	$ -
	80537														
		439,952													
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**														
Op. Rev.		305,347	Total approved	2022-025											
Project Manager:		42,500	Contingency and other costs authorized												
Account #:	303-3570-538.63-08	262,847	Exp authorized before contingency												
	424-4055-536.63-08						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	Tiera Inc.			FY2022-303	44454	197,135	262,847	-	262,847	-	-	$ 98,643	$ 98,643	$ -	$ -
	79493			FY2022-424	44454-1	65,712									
		42,500													

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**														
Op. Rev.		7,456,117	Total approved	2022-025											
Project Manager:		1,985,102	Contingency and other costs authorized												
Account #:	303-3570-538.63-73	5,471,015	Exp authorized before contingency												
	423-3570-538.63-73						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	424-4055-536.63-73			FY2024	47365	5,698,026	5,698,026	-	-	-	5,698,026	$ 1,501,426	$ 1,501,426	$ -	$ -
	Cathcart Construction Co. 81782														
		1,758,091													
WS18MI	**Pineda Subaqueous Pipe**														
Op. Rev.		12,066,069	Total approved	21-112											
Project Manager:	City of Melbourne	1,096,915	Contingency and other costs authorized												
Account #:	426-4055-536.63-00	10,969,154	Exp authorized before contingency												
Account #:	421-4055-536.63-00						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**City of Melbourne**			FY2021	WIRE	10,969,154	11,472,467	10,969,154	485,192	18,121	-	$ 11,651,223	$ 196,877	$ 485,192	$ 10,969,154
PO #:	**WIRE**			C.O. #1	WIRE-1	**399,159**									
				C.O. #2	WIRE-2	**86,033**									
				C.O. #3	WIRE-3	**(95,700)**									
				C.O. #4	WIRE-4	**43,589**									
				C.O. #5	WIRE-5	**6,950**									
				C.O. #6	WIRE-6	**14,539**									
				C.O. #7	WIRE-7	**69,457**									
				C.O. #8	WIRE-8	**158,042**									
				C.O. #9	WIRE-9	**(113,462)**									
				C.O. #10	WIRE-10	**71,186**									
				C.O. #11	WIRE-11	**(136,480)**									
		593,602													
WS24LC	**Osage/ Angelica Improvements**														
Op. Rev.		4,089,124	Total approved	2022-018											
Project Manager:		371,739	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	3,717,385	Exp authorized before contingency	2023-054											
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Atlantic Development of Cocoa Vendor #: 05580**			FY2024	47958	3,717,385	-	-	-	-	3,717,385	$ -	$ -	$ -	$ -
PO #:	**82211**			C.O. #1											
				C.O. #2											
				C.O. #3											
		371,739		C.O. #4											
WS24WP	**Friday Road Improvements**														
Op. Rev.		4,413,648	Total approved	2022-018											
Project Manager:		401,241	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,012,407	Exp authorized before contingency	2023-054											
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Atlantic Development of Cocoa Vendor #: 05580**			FY2024	47960	4,012,407	-	-	-	-	4,012,407	$ 334,839	$ 334,839	$ -	$ -
PO #:	**82212**			C.O. #1											
				C.O. #2											
				C.O. #3											
		401,241		C.O. #4											
WS1222	**BNR Process Improvements**														
Op. Rev.		2,497,935	Total approved	2022-018											
Project Manager:		989,934	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	1,508,001	Exp authorized before contingency	2023-054											
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**E&D Contracting Services Vendor #10461**			FY2022	44517	1,508,001	2,458,326	-	1,944,049	514,277	-	$ 2,587,548	$ 950,107	$ 1,129,530	$ 507,911
PO #:	**79480**			C.O. #1	45144	**436,048**									
				C.O. #2	45887	**30,015**									
				C.O. #3	46074	**5,376**									

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
		39,609		C.O. #4	46493	**478,886**									


Contingency Balance vs Utilized
100%
80%
60%
40%
20%
0%
BNR Process Improvements
Cathcart Construction Co.
Fiske Blvd/Broadmoor Acres...
Friday Road Improvements
Internal Recycle Pump
Osage/ Angelica Improvements
Pineda Subaqueous Pipe
Provost Park
Sea Ray Bridger Drive Water...
VA Paving
Viera Pump Station
Grand Total
Contingency Approved %
% Utilization

Legislation Details (With Text)

File #:	24-374	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/28/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Informational Only – The City of Cocoa's Open Board Vacancies. (City Clerk)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 28, 2024
Agenda Date: July 9, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Informational Only - The City of Cocoa's Open Board Vacancies.

BACKGROUND:

The City of Cocoa currently has several vacancies on various boards and committees. This agenda item provides an overview of these vacancies, eligibility criteria and the application process for interested residents.

Current vacancies:

Board of Adjustment
- 1 Regular member vacancy
- 2 Alternate member vacancies

General Pension Board
- 1 Regular member vacancy

Cocoa CRA
- 1 Regular member vacancy

Code Enforcement Board
- 1 Regular member vacancy

- 1 Alternate member vacancy
- 3 Regular member terms expiring the end of June, 2024

Planning and Zoning

- 4 Regular member vacancies

Eligibility Criteria:

- Must be a resident or owner of real property within the City limits of Cocoa.
- Must consent to a criminal background check.
- Be duly registered to vote in Brevard County.
- Must meet any other specific qualifications outlined in the board/committee's bylaws.
- Code Board: Additionally, appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor. § 162.05, Fla. Stat.
- CRA Boards: Additionally, any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. § 163.356, Fla. Stat.
- Police and Fire Pension: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:

Interested residents can apply on the City of Cocoa's website at www.cocoafl.gov under Your Government> Boards and Committees> Vacancies.

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Only.

Legislation Details (With Text)

File #:	24-385	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/3/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Planning & Zoning Project Updates Report. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Current Development Projects Summary July-2024.pdf Cocoa Place Location Map.png Pine Grove Park C-G ZMA Location Screenshot.png				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 24, 2024
Agenda Date: May 28, 2024
Prepared By: Luci Ribeiro, Planner
Through: Stockton Whitten, City Manager
Requested Action:
Informational Only - Planning & Zoning Project Updates Report.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Only.

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Planning and Zoning
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8535
FAX: (321) 433-8685

Current Development Projects Summary

PROJECT NAME	LOCATION	LAST ACTION ITEM	CURRENT STATUS	PROJECT / UNITS	COUNCIL DISTRICT
Adamson Creek Phase 2	Adamson Rd	Approved Pending Building Permit	Under Construction	30	3
430 Brevard Ave	2426072	DA	Under Review	234± Mixed-use	1
Cirrus Apartments	2320 SR-524	Approved	DA, under construction, TCO Building 1B	280	3
Diamond Back Phase 2	3445 Grissom Pkwy	Phase 2 – under construction	Under construction	Ind	3
London Cove	SR-524	Resubmitted Landscape Plans and Preliminary Plat for review.	Under review	Comm	3
Orchid Lake	1410 Dignity Cir	Approved	Under Construction	90	4
Range Rd - Karali	2415105 2423194 2423188	Under Review	Preliminary Plat approval scheduled P&Z Aug 7 (tentative)	71	4
River Walk	1500 N Cocoa Blvd	Approved	Two residential units are under construction	26	2
StorQuest	SR-524	Approved with conditions Submitted for Building Permit	Waiting for Utilities and County approval before recording a sidewalk easement	Comm	3
The Lakes at Cocoa Groves	Hwy 528	Approved	DA, Approved	350	3
The Cottages at Cocoa Village	425 Brevard Ave	Approved	DA, Under Construction	18	1

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Advantage Self Storage	2404120	Under Review	RTC under review.	Comm	3
Windward Preserve	Friday Rd	Approved w/conditions	Tree mitigation & Traffic Calming (County) are under review	385	3
Allegra	SR-524	Submitted for Building Permit	DA, Approved	312	3
Bleakly Eng. Grissom Pkwy | Sims Crane	Grissom Pkwy	Under Review BOA Waiver Tree Mitigation	Site Plan pending Tree Mitigation	Comm	3
Cocoa Village Bay Estates	3018781 – Dixon Blvd 620 Dixon Blvd	Under Review	Site Plan under review	Comm	2
Cocoa 11 Truck, RV, Boat	Grissom PKWY	Under Review BOA Waiver Tree Mitigation	Site Plan Pending Tree Mitigation	Comm	3
Walmart Gas Station	2700 Clearlake Rd	Waiting for submittal Ongoing Communication	Pending Site Plan & DA Amend	Comm	4
Biscaya Cocoas Holding	301 S Cocoa Blvd	City Council Scheduled July 9	Rezoning App	Comm	1
SRM Concrete	2456315	Approved. Pending Building permit	Approved	Comm	3
Glas Show Kitchen	644 W King St	Under review	Site Plan, Special Exception, and waivers under review.	Comm	1
Little Texas Outpost	300 N. Cocoa Blvd	Site Plan – BTR	Staff comments sent to the applicant	Comm	1
Banana River Coffee	2951 Oxbow Circle	Site Plan	Site Plan under review.	Comm	3
Hughlett Factory Parking Lot	699 Hughlett Ave/ 213 Factory St	Site Plan Amendment	Site Plan under review	Res	1

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Farm Bar	638 Brevard Ave	Site Plan amendment/ BOA Waiver and SPX approved.	Site Plan Under Review	Comm	1
Kolter Townhomes	2444636 2457158	Site Plan	Under Review	224	3
Oak Meadows	1600 Flower Mound Ln	Site Plan Amendment/Rezoning	Under Review	120	2
Arbors at Cocoa Landing	3023006 3023007	Large Scale Site Plan/Submitted for Building Permit	Approved, Dec. 15, 2020	280 apartments & future 170 townhomes	3
909 N Cocoa Blvd	2421022	Scheduled P&Z Aug 7	Submitted a Zoning Text Amend Application	Comm	2
638 Brevard Ave	2426510	Appeal SPX BOA Approval	Under Review	Comm	1
Cocoa Heights City initiated	Please see Map attached	Comp Plan Amend/Rezoning C-N	Scheduled P&Z July 11	Res	2
Coraluzzo	2411013	Zoning Text Amend M-2	Scheduled City Council July 9	Ind	3
Willard St	2425752	Pre-app meeting	Stormwater/Parking Lot Improvements	Comm	1
Pine Grove Park City Initiated	Please see Map attached	Zoning Map Amendment C-G	Rezoning – Zoning not assigned after annexation	Comm	1
Oxbow Circle	2458783 2458782	Site Plan	Under review	Ind	3
XXtreme Ministries	2424098	SPX BOA	Scheduled BOA Aug 21	Comm	1
Hidden Level Brewery JMG Engraving	2425657	Site Plan Amend	Under Review	Comm	1


$237K
COCOA PL
FEC RAILWAY
N COCOA BLVD
1
RAMP
FORREST AV

View.ashx %d×%d pixels

