City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, June 14, 2016

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 16-237 Approve the Agenda for the Regular meeting of June 14, 2016, as presented or with amendments.

Attachments: 06-14-16.pdf

MINUTES:

II.2(a) 16-219 Approve the Minutes of the Regular Meeting of May 10, 2016, as written or with amendments.

Attachments: Minutes 05-10-16.pdf
EXHIBIT A-Summer Internship Program_Final Council Presentation.pdf
EXHIBIT B-DOCUMENTS FROM KAMUS 001.pdf

II.2(b) 16-235 Approve the Minutes of the Special City Council Meeting: Pavement Analysis, on May 17, 2016, as written or with amendments.

Attachments: MINUTES: Paving Analysis Special Meeting.pdf
EXHIBIT A-Pavement Analysis Plan 001.pdf
EXHIBIT B-Pavement Management Program Presentation 001.pdf

II.2(c) 16-236 Approve the Minutes of the Regular City Council meeting of May 24, 2016, as written or with amendments.

Attachments: Minutes 05-24-16.pdf
EXHIBIT A: Photos provided by D. Kettner.pdf
EXHIBIT B: Project Citizen Kane Presentation.pdf
EXHIBIT C: Strategic Plan Presentation.pdf

III. AWARDS AND PRESENTATIONS:

III.1 16-242 Legislative Update provided by Jerry Sansom.

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 16-241 Approve the revision of the City's Pay Plan to change the pay grade of the Utilities Director position. (City Manager)

Attachments: City of Cocoa Pay Plan.pdf

VI. PUBLIC HEARINGS:

VI.1 16-232 Ordinance 08-2016: 2nd & Final Reading: Amending the Future Land Use Map designation of one (1) parcel from "Medium Density Residential" to "Neighborhood Commercial."(Community Services Director)

Attachments: Ordinance No. 08-2016 FLUM Rosa L Jones.pdf
Exhibit A Legal Description.pdf
820RosaLJonesDr_FLUBoth_AGIS103.pdf

VI.2 16-233 Ordinance 09-2016: 2nd & Final Reading: Amending the zoning of the subject parcel from RU-1-7 Residential to PS (Professional, Offices and Services). (Community Services Director)

Attachments: Ordinance No. 09-2016 Rezoning - Rosa L Jones.pdf
Exhibit A Legal Description.pdf
820RosaLJonesDr_Zoning_AGIS103.pdf

VI.3 16-234 Ordinance No.10-2016: 2nd & Final Reading: Amending Appendix A, Article XI, Section 22 of the City Code to allow single story commercial buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village (CV) sub district. (Community Services Director)

Attachments: Ordinance No. 10-2016 Waterfront Overlay Ordinance.pdf
WaterfrontOverlay_20160505.pdf

VII. COUNCIL BUSINESS:

VII.1 16-220 Consider the Reappointment of Jan Stewart as a Regular member of the Cocoa Redevelopment Agency through April, 2020. (Administrative Services Director)

Attachments: 05_24_16 Stewart Reappointment request and application.pdf
Cocoa RDA Roster.pdf

VII.2 16-221 Consider the Reappointment of Jane Jollay as a Regular member of the Board of Adjustment through May, 2019. (Administrative Services Director)

Attachments: 05_24_16 Jollay Reappointment request.pdf
Board of Adjustment Roster.pdf

VII.3 16-226 Approve a Resolution encouraging the Great Floridian Committee, the Florida Legislature, and the Governor, to select Harry T. Moore to represent the State of Florida in the United States National Statuary Hall Connection in the United States Capital. (Administrative Services Director)

Attachments: Harry T. Moore Resolution.pdf

VII.4 16-227 Approve a Resolution Supporting the Initiative of the Space Coast and Treasure Coast Regional League of Cities 'Indian River Lagoon Regional Compact; One Lagoon-One Community-One Voice'. (Administrative Services Director)

Attachments: IRL Resolution.pdf

VII.5 16-240 Approve the Cancellation of the Regular City Council meetings of November 22nd and December 27th due to the Thanksgiving and Christmas holidays. (Administrative Services Director)

VIII. CITY BUSINESS:

VIII.1 16-212 Authorize the City Manager to negotiate and sign a revised three-year contract with CareATC and future renewal terms. Authorize staff to work with the City Attorney and the Gehring Group to negotiate terms of an Interlocal Agreement with other local governments for the sharing of the health center facility. (Administrative Service Director)

Attachments: 2016 CareATC Contract with redlines.pdf
FINAL 2016 CareATC Contract.pdf

VIII.2 16-218 Approve Twenty Additional Full-time Employees for FY2017, Pending Approval of the FY2017 Budget. (Utilities Director)

Attachments: FY2017 Pay Change Analysis

VIII.3 16-222 To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of TEAM® Resilient Wedge InsertValve Installation Equipment from TEAM® Industrial Services, Inc., N. Augusta NC; To Approve a Resolution adjusting the FY2016 Budget. (Utilities Director)

Attachments:
- Team Industrial Quote No. 234-PA-0416-0001 InsertionValve Equipment.pdf
- Budget Resolution FY 2016 - Team Industrial Services.docx
- UT Budget Amendment Form.pdf
- Resolution - Sole Source -Team Industrial.doc
- SS-UT-Team Industrial Inc. (5-25-16).pdf
- Team Industrial Sole Source Letter.pdf

VIII.4 16-223 Approve a Resolution to authorize the City Manager to execute a Community Aesthetic Feature (CAF) Agreement and other required documents with the Florida Department of Transportation (FDOT) for the placement of “”COCOA”* letters on the SR 520 bridges over the Indian River. (Public Works Director)

Attachments:
- RE SR 520 Bridge over Indian River.msg
- Hubert Humphrey BridgeMay 12.docx
- Cocoa CAF.pdf
- Cocoa SR520 Exhibit 23-A.pdf
- Pic.pdf
- Resolution - CAF SR520 Bridges.doc

VIII.5 16-224 Authorize the City Manager to enter into a Contract for Purchase and approve a Resolution adjusting the FY2016 Budget using General Fund Contingency for the purchase of a vacant lot on Lakemont Drive, Parcel ID 24-36-29-BW-00000.0-0230.00. (Public Works Director)

Attachments:
- Contract.pdf
- Executed 2nd Amendment.pdf
- Budget Resolution Lakemont.docx
- BAF-PW-3570 Lakemont Drive (6-14-16) 16-224.pdf

MULTI-YEAR CONTRACTS:

VIII.6 16-225 To Award Bid No. B-16-14-COC, Lift Station No. 4 Improvements, Project No. WSLS04, to L7 Construction Inc., Sanford, Florida, for Construction of the Lift Station No. 4 Improvements Project; To Approve as a Multi-Year Contract from FY2016 through FY2017 Pending Approval of the FY2017 Budget; To Approve a Resolution Amending the FY2016 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not-To-Exceed $56,170 (10% Contingency); and To Authorize the City Manager to Execute the Contract. (Utilities Director)

Attachments: LS #4 - Purchasing Memo
LS #4 - Bid Tabulation Sheet
Section 500.pdf
Res Proj Contingency - LS #4
Budget Resolution FY2016
BAF-UT-Lift Station #4 Improvements (6-14-16) 16-225-2016-64.pdf

IX. INFORMATIONAL AGENDA:

IX.1 16-231 New local business tax receipts. (Community Services Director)

Attachments: 6-14-16 New local business tax receipts.pdf

IX.2 16-244 Councilman Michael C. Blake's resignation letter effective November 1, 2016. (City Clerk)

Attachments: 06_06_16 Blake Resignation letter.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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Legislation Details (With Text)

File #:	16-237	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/1/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of June 14, 2016, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-14-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 1, 2016
Agenda Date: June 14, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of June 14, 2016, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of June 14, 2016, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: June 14, 2016	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of June 14, 2016 (16-237)
2. Minutes: (a)Regular Meeting of May 10, 2016 (16-219)
   (b)Special City Council Meeting of May 17, 2016 (16-235)
   (c)Regular City Council Meeting of May 24, 2016 (16-236)

III. AWARDS AND PRESENTATIONS:

1. Legislative Update provided by Jerry Sansom. (16-242).

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 five (5) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

1. Approve the revision of the City's Pay Plan to change the pay grade of the Utilities Director position. (16-241). (Administrative Services Director)

VI. PUBLIC HEARINGS:

1. Ordinance No. 08-2016/2nd reading: Amending the Future Land Use Map Designation of one (1) parcel from "Medium Density Residential" to "Neighborhood Commercial." (16-232). (Community Services Director)

2. Ordinance No. 09-2016/2nd reading: Amending the Zoning of subject parcel from RU-1-7 Residential to PS (Professional, Offices, and Services). (16-233). (Community Services Director)

3. Ordinance No. 10-2016/2nd reading: Amending Appendix A, Article XI, Section 22 of the City Code to allow single story commercial buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village (CV) sub district. (16-234). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Consider the Reappointment of Jan Stewart as a Regular member of the Cocoa Redevelopment Agency through April, 2020. (16-220). (Administrative Services Director)

2. Consider the Reappointment of Jane Jollay as a Regular member of the Board of Adjustment through May, 2019. (16-221). (Administrative Services Director)

3. Approve a Resolution encouraging the Great Floridian Committee, the Florida Legislature, and the Governor, to select Harry T. Moore to represent the State of Florida in the United States National Statuary Hall Connection in the United States Capital. (16-226). (Administrative Services Director)

4. Approve a Resolution Supporting the Initiative of the Space Coast and Treasure Coast Regional League of Cities 'Indian River Lagoon Regional Compact; One Lagoon-One Community-One Voice'. (16-227). (Administrative Services Director)

5. Approve the Cancellation of the Regular City Council meetings of November 22nd and December 27th due to the Thanksgiving and Christmas holidays. (16-240). (Administrative Services Director)

VIII. CITY BUSINESS:

1. Authorize the City Manager to negotiate and sign a revised three-year contract with CareATC and future renewal terms. Authorize staff to work with the City Attorney and Gehring Group to negotiate terms of an Interlocal Agreement with other local governments for the sharing of the health center facility. (16-212). (Administrative Services Director)

2. Approve Twenty (20) Additional Full-time employees and unfreeze one (1) position for FY 2017, pending approval of the FY 2017 Budget. (16-218). (Utilities Director)

3. Approve a Resolution waiving the competitive bidding process for the purpose of making a Sole Source purchase of TEAM Resilient Wedge InsertValve Installation Equipment from TEAM Industrial Services, Inc., N. Augusta, NC; To approve a Resolution adjusting the FY 2016 Budget. (16-222). (Utilities Director)

4. Approve a Resolution to authorize the City Manager to execute a Community Aesthetic Feature (CAF) Agreement and other required documents with the Florida Department of Transportation (FDOT) for the placement of "COCOA" letters on the SR 520 bridges over the Indian River. (16-223). (Public Works Director)

5. Authorize the City Manager to enter into a Contract for Purchase and authorize a budget resolution amending the FY 2016 Budget using General Fund Contingency for purchase of a vacant lot on Lakemont Drive, Parcel ID: 24-36-29-BW-00000.0-0230.00. (16-224). (Public Works Director)

MULTI-YEAR CONTRACTS:

6. To award Bid No. B-16-14-COC, Life Station No. 4 Improvements, Project No. WSLS04, to L7 Construction Inc., Sanford, Florida for Construction of the Lift Station No. 4 Improvements Project; to Approve as a Multi-Year Contract from FY2016 through FY2017 pending approval of the FY2017 budget; To Approve a Resolution amending the FY2016 budget; to Approve a Resolution authorizing the City Manager to approve change orders in an amount Not-to-Exceed $56,170 (10% contingency); and to Authorize the City Manager to execute the contract. (16-225). (Utilities Director)

IX. INFORMATIONAL AGENDA:

1. New Local Business Tax Receipts. (16-231). (Community Services Director)

2. Councilman Michael C. Blake's resignation letter effective November 1, 2016. (16-244). (City Clerk)

X. REPORTS:

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

XI. ADJOURNMENT.

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Legislation Details (With Text)

File #:	16-219	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	5/23/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Approve the Minutes of the Regular Meeting of May 10, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Minutes 05-10-16.pdf EXHIBIT A-Summer Internship Program_Final Council Presentation.pdf EXHIBIT B-DOCUMENTS FROM KAMUS 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 23, 2016
Agenda Date: June 14, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular Meeting of May 10, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular Meeting of May 10, 2016, as written or with amendments.

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MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

May 10, 2016

A Regular City Council meeting was held on Tuesday, May 10, 2016, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

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

Councilman Blake provided the invocation and Mayor Parrish led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Michael C. Blake	Councilman
	Tyler Furbish	Councilman
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

Other Staff Members Present:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Gail Bantugan, Leisure Services Manager; Jonathan Lamm, Deputy Fire Chief; Gina Maxwell, HR Manager; Susan McGrady, CRA Program Manager; Chris Perry, Desktop Support Technician; Brian Cail, Human Resources Coordinator; Gina Maxwell, Human Resources Manager; and Joan Junkala, Economic Development Manager.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of May 10, 2016 (16-171)
2. Minutes: (a)Utilities Workshop on March 30, 2016 (16-172)
   (b)Regular Meeting of April 12, 2016 (16-173)
   (c)District 4 Town Hall Meeting of April 19, 2016 (16-174)

City Manager Titkanich requested that the following amendments be made to the Agenda for the regular meeting of May 10, 2016:

Removal of Item VII.1, File ID 16-170, Shine the Light 5K Race; and the addition of Council Business VII.1, File ID 16-138, Donation application for the Marine Resources Council of East Florida, Inc. and VII.2, File ID 16-140, Special Event Agreement with HCVA for the BBQ & Blues event.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to accept the Agenda with the amendments.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **Motion by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Agenda as amended for the Regular Meeting of May 10, 2016 and to approve the Minutes for the Utilities Workshop on March 30, 2016, the Regular Meeting of April 12, 2016, and the District 4 Town Hall Meeting on April 19, 2016, as written.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. US 1 Corridor Community Redevelopment Agency Business Recognition Award. (16-169). (Community Services Director)

Mr. Belden noted this was the second award that the US 1 RDA has given to business owners on US 1. Mr. Belden introduced board members who were in

attendance to present the award: Chairman Louden, Jim McCarthy, Laura Houston, Lawrence Koss, and the CRA Program Manager, Susan McGrady.
Mr. Brian Blocker from East Coast Lumber/Ace Hardware accepted the award . Mr. Louden expressed the Board's appreciation for their perseverance with the road work being done and for their efforts in beautifying the business. Mr. Blocker noted that he had been with the company for 33 years.

2. Presentation of the City of Cocoa's 2016 "Cocoa Works" Summer Youth Employment Program. (16-179). (Administrative Services Director)

City Manager Titkanich advised that based on Council's direction, staff had included money in the budget to bring back this program.

Ms. Gemmati provided a brief presentation[1] and noted that the City had this program a few years ago. This year, Human Resources has partnered with CareerSource Brevard and revamped the program to make the youth more employable in the City.

Ms. Gemmati thanked Ms. Maxwell and Mr. Cail for putting the presentation together and discussed the program goals.

The eligibility criteria was discussed in detail, including the criteria that this was a needs based program and the student must be a resident of Cocoa. In addition, they must be enrolled in Cocoa or Rockledge High School and in good standing as a junior or senior, and must be 16 years old. Furthermore, they must make a full commitment to participate in the program, have their own transportation, and have a desire to develop and utilize financial, work readiness, and work experience skills.

There will be 25 hours of Work Readiness Training and 125 hours of paid work experience. A follow-up would be done in order to gain knowledge of the student's accomplishments, success stories, and feedback for next year's program.

Training will begin June 6th at CareerSource Brevard and employee selection will be June 13th through June 17th. Actual work will begin June 20th and run through July 22nd.

[1] EXHIBIT A: Summer Internship Program Presentation

Councilwoman Warner asked if the students would have training before the interview. Ms. Gemmati responded in the affirmative and provided a list of the available positions. Some do require the student to be 18 years of age and that would be evaluated when applications were received.

Applications are due by May 25th to CareerSource Brevard.

Jana Bauer, Program Manager, and Marci Brilley from CareerSource, were in attendance and advised that the quickest way to get an application for the program was through the student's guidance counselor. Information has been sent out and is also on social media.

Ms. Bauer noted this same program had been done in Palm Bay and it was their third year doing the program. It was life changing for some of the students and she guaranteed that we would see some success stories from the program.

Councilmembers agreed that this was a great program and were excited to see it being brought back. They requested an update be brought back after the program ended.

Ms. Gemmati stated that the pay was minimum wage, $8.05 per hour.

Councilwoman Warner thought that students could come before the program ended to meet Council and speak of their experiences.

IV. DELEGATIONS:

Paul Kamus, 116 Olive Street, Cocoa, thanked Council for their service. He apologized for not being at the last council meeting, and apologized for not noticing the prior ad regarding the fire assessment (.39 refund resolution). He provided each member of Council a copy of the ad and of a photo of the fire apparatus from 1989 that is at the Central Brevard library[2]. Cocoa Fire Department was voted the best in Brevard at that time, and he still believes it is the best. He noted that tonight would be the last night that he brought up the need for booster reels and gave the city a $2.00 check as a donation towards this. He believed that if all of the other citizens that were receiving the $.39 refund plus interest and donated that back to the City, there would be enough funding for booster reels.

[2] EXHIBIT B: Newspaper Ad, photo, and check provided by P. Kamus

Lawrence Sinclair, 1052 Mitchell Street, Cocoa, reminded everyone of the upcoming sale which would be this weekend and stated that they could still use volunteers. He advised Council that he had received a business license from the City of Cocoa for Broadmoor Acres. He distributed an invitation to all with the dates and times of the sale.

Mayor Parrish acknowledged former Council members Jim McCarthy and Clarence Whipple, Jr. who were both in attendance.

Dorothy Hall, 1040 West Peachtree St., Cocoa, thanked all of the Council members for a job well done on the Peachtree Street Project. She knows that it was not fully complete, but that it looked really good and expressed her excitement about the project. She provided each Councilmember, along with former Councilman Whipple, a certificate of appreciation. Everyone thanked her for coming and for the certificates.

Mayor Parrish mentioned that Peachtree had needed rehabilitation for a long time and this was the perfect time to do it. He assured everyone that there would be more streets done in the future.

Mr. Clarence Whipple, Jr. thanked Ms. Hall and told Council that attitudes have changed in the area due to the project. He stated Council's job was to work for the citizens and it was very seldom that someone showed that kind of gratitude. He commended Ms. Hall and thanked everyone again.

John-Paul Hollenbeck and Yvetta Milord, both employees of Sam's Club in Cocoa, spoke about volunteer programs and how the programs worked. They spoke of grant monies that were available and encouraged everyone to look into the programs. Ms. Milord spoke of recent grants given to Brevard School District for $2,500 and that they have worked with both Cocoa and Rockledge High Schools. Ms. Milord reviews the grants and noted that once they qualified for the grant, the money could be spent anyway they wished. Interested persons can go to www.foundation.walmart.com.

Alan Chapman, 600 Florida Avenue, HCVA, thanked Mayor Parrish for his participation with the car show and that about 2,000 visitors were in the village for that event. The Summer Arts and Crafts Fair was this Saturday and Sunday, May 14th from 10 a.m. to 5 p.m. and May 15th from 10 a.m. to 4 p.m.

V. CONSENT AGENDA:

1. Approve the submission of a Community Contribution Tax Credit Program Sponsor Recertification Application to the Florida Department of Economic Opportunity for the Dr. Joe Lee Smith Center for Justice. (16-167). (Community Services Director)

2. Approve the submission of a Community Contribution Tax Credit Program Sponsor Recertification Application to the Florida Department of Economic Opportunity for the Magnolia Point Homeownership Project. (16-168). (Community Services Director)

*** MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve the Consent Agenda.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 06-2016/2nd and final reading: Amending Appendix A, Zoning, of the City Code to allow craft breweries as a Special Exception use in the CBD (Central Business District) Zoning District. (16-181). (Community Services Director)

City Attorney Garganese read the ordinance into the record, by title only, as follows, and advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 06-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE TO ALLOW CRAFT BREWERIES AS A SPECIAL EXCEPTION USE IN THE CENTRAL BUSINESS DISTRICT ("CBD") ZONING DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

Mayor Parrish opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to approve Ordinance No. 06-2016 on second and final reading.**
AYES: Parrish, Boisvert, Blake, Furbish, Warner.

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 07-2016/2nd and final reading: Related to changes in the General Employees' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-105, Definitions; Section 2-107, Board of Trustees; Section 2-108, Finances and Fund Management; Section 2-114, Optional Forms of Benefits; Section 2-118, Maximum Pension; Section 2-119, Minimum Distribution of Benefits; Section 2-127, Prior Government Service; Section 2-132, Deferred Retirement Option Plan. (16-182). (Administrative Services Director)

City Attorney Garganese read the ordinance into the record, by title only, as follows. He advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 07-2016

AN ORDINANCE OF THE CITY OF COCOA, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CITY OF COCOA CODE OF ORDINANCES; AMENDING SECTION 2-105, DEFINITIONS; AMENDING SECTION 2-107, BOARD OF TRUSTEES; AMENDING SECTION 2-108, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 2-114, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 2-118, MAXIMUM PENSION; AMENDING SECTION 2-119, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 2-127, PRIOR GOVERNMENT SERVICE; AMENDING SECTION 2-132, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY OF PROVISIONS;REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Mayor Parrish opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve Ordinance No. 07-2016 on second and final reading.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner.

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

~~1. Approve the requested May 21, 2016 street closure in association with the proposed Shine the Light 5K Race. (16-170). (Community Services Director)~~

1. Consider the donation application of the Marine Resources Council of East Florida, Inc. for their State of the Indian River Lagoon project. (16-138). (City Manager)

City Manager Titkanich mentioned that this item was originally on the April 12, 2016 Council agenda and was tabled. He pointed out that this was probably one of the most complete and thorough donation request applications that had ever been received and expressed his appreciation to Ms. Koss for that.

Furthermore, he explained that the Marine Resource Council was looking ot raise funds for an ecological assessment and for the production of their 2017 report card.

The donation policy provides for a max donation of $1,000 and if each member of Council wished to donate it would be $200 out of each of their budgeted amount.

*** MOTION by Councilwoman Warner; Seconded by Councilman Blake, to approve the donation application in the amount of $1,000 ($200 by each councilmember).**

AYES: Parrish, Boisvert, Blake, Furbish, Warner.

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilman Blake noted that at the Space Coast League of Cities dinner they spoke about the Marine IRL Council and resolution, which would be brought to Council to show their support.

2. Authorize the City Manager to execute the proposed Special Event Agreement with the Historic Cocoa Village Association (HCVA) for the BBQ & Blues event on June 3, 2016 and June 4, 2016. (16-140). (Community Services Director)

Mr. Belden advised that this request for to authorize the City Manager to execute the contract for the June 2016 event. He mentioned that some of the best barbeque chefs around would be competing for over $10,000 in prizes.

In addition, the agreement provides for a street closure for two days, bringing the amount of closures to date to 17 days. The agreement also waives the 10% revenue fee so that HCVA can make this event the best that they can. It is the second agreement with HCVA for this event and the arrangement is working out well.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to approve the item. The motion was opened for discussion.**

Mayor Parrish asked Emma Kirkpatrick to speak on the event.

Ms. Kirkpatrick stated that the biggest and the best from the southeast United States would be at the event. There are a lot of new teams and she pointed out that they can begin serving their food as soon as they are inspected by the health department.

Councilman Blake confirmed with Ms. Kirkpatrick that the collaboration between HCVA and the City worked well this year, especially with the transition of Leisure Services managers. In response, Ms. Kirkpatrick assured him that she was comfortable with the agreement and that she has worked very well with Ms. Bantugan. The rocky transition was not anyone's fault.

Councilman Blake was glad to hear they had cooperation and collaboration.

Lastly, Ms. Kirkpatrick reminded everyone that a portion of the profit does go to the Brevard Music Foundation and the other portion goes to the promotion of Cocoa.

Councilmembers all expressed interest in buying T-Shirts for the event.

AYES: Parrish, Boisvert, Blake, Furbish, Warner.

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approve a Resolution amending the FY 2016 budget to correct an error with Agenda Item 16-114 Budgetary Impact. The second part of the budget amendment, transferring the budget between the General Fund (001) and the Capital Project Fund (301), was inadvertently omitted. (16-175). (Finance Director)

* **MOTION by Councilwoman Warner; Seconded by Councilman Blake, to approve the item.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner.

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Resolution certifying Cross-Brands Mfg. LLC's eligibility for ad valorem tax abatement and authorize City staff to retain a copy of the application for the City and to forward the Resolution and the original application to the Brevard Property Appraiser for review and evaluation. (16-176). (Community Services Director)

Mr. Belden noted that Cross-Brands Mfg. was a health and beauty aid manufacturer that started with seven individuals who have over 150 years' experience. They specialize in sun care products, sales, and distribution. They used to be with Ocean Potion.

They are looking at sites in Asheville, Amelia Island, and others, including Cocoa. Their average salary is $45,000 with a total investment of approximately $2 million.

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

AYES: Parrish, Boisvert, Blake, Furbish, Warner.

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Ordinance No.11-2016/ 1st reading: Preliminarily granting Cross-Brands Mfg. LLC an ad valorem tax abatement of 70 percent phased out over seven (7) years, and allow the City Manager to enter into an Economic Incentive Agreement between the City and the company. (16-178). (Community Services Director)

Attorney Garganese read Ordinance No. 11-2016 into the record, by title only, as follows. He advised that this was the first reading of the ordinance.

ORDINANCE NO. 11-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO CROSS BRANDS MANUFACTURING L.L.C.; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF SECTION 196.012(14), FLORIDA STATUTES; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve Ordinance No. 11-2016 on first reading.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner.

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve a Resolution certifying Project Citizen Kane's eligibility for ad valorem tax abatement and authorize City staff to retain a copy of the application for the City and to forward the Resolution and the original application to the Brevard County Property Appraiser for review and evaluation. (16-180). (Community Services Director)

Mr. Belden spoke about this item in detail and noted that it was a Walmart Distribution Center that was looking to locate on SR 524 on the Port property. It would bring approximately 239 jobs into the area with an average salary of $42,000. They would be investing $96 million in new construction.

Furthermore, staff was recommending an AVT cash hybrid incentive package which would lessen the City's ad valorem by 40%. Also, a $2 million upfront cash incentive was being offered that would be paid in $500,000 increments after certain milestones were reached.

City Manager Titkanich reminded Council that this was the project in which staff had spoken with each of them individually about. It would also require

improvements to SR 524 and Cox Road. They were trying to separate Cocoa from the rest of the possible locations by offering incentives, and hope to bring the development on board sooner than later.

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

AYES: Parrish, Boisvert, Blake, Furbish, Warner.

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Ordinance No. 12-2016/1st reading: Preliminarily granting Project Citizen Kane an ad valorem tax abatement of 40 percent for five (5) years plus a $2 million cash incentive, and allow the City Manager to enter into an Economic Incentive Agreement between the City and the company. (16-184). (Community Services Manager)

City Attorney Garganese read Ordinance No. 12-2016 into the record, by title only, as follows. He advised that this was the first reading of the ordinance.

ORDINANCE NO. 12-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO WAL-MART STORES EAST, LP; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF SECTION 196.012(14), FLORIDA STATUTES; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve Ordinance No. 12-2016 on first reading.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner.

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Titkanich advised that the City was making a level of support of projects, but that they have yet to make decisions on their final site locations.

However, they have been judiciously working on the site. Although nothing has happened at this point, he thanked staff for working hard in order to make Cocoa a competitive location. He specially thanked Ms. Junkala, Mr. Belden, Mr. Wegerif, Mr. Walsh, Mr. Fuhrer, and the rest of the Economic Development staff.

6. Authorize the City to apply for an Economic Development Transportation Fund of $1.5 million through Enterprise Florida, Inc. for road improvements on behalf of Project Citizen Kane and allow the Mayor to sign the application. (16-185). (Community Services Director)

Mr. Belden briefly spoke on the item and City Manager Titkanich added that this would be for funding to assist in the required improvements that would be needed on SR 524. The costs would be shared equally among the City, the Port, and Citizen Kane.

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

AYES: Parrish, Boisvert, Blake, Furbish, Warner.

THE MOTION CARRIED UNANIMOUSLY (5-0)

Deputy Mayor Boisvert stated that citizens in his district were getting excited about the upcoming changes.

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. New Local Business Tax Receipts. (16-177). (Community Services Director)

X. REPORTS:

Mr. Wegerif informed Council and staff that the railroad crossing at Rosa L. Jones would be closed from May 15th - May 17th and the crossing at Peachtree from May 17th -May 19th. They will be replacing the grade crossings and he pointed out that this was approved at the April 26, 2016 Council meeting.

He further mentioned that the light at Florida Avenue and Rosa L. Jones would be put on flash and the intersection would be turned into a four way stop beginning May 16th. Mr. Wegerif assured Council that stop signs and stop ahead warnings would be put out.

Councilman Blake warned other members of Council that they would be receiving calls in regards to this and compared it to the Peachtree project. He asked if citizens would be informed and Mr. Wegerif responded in the affirmative.

Lastly, Mr. Wegerif mentioned that recycling carts would be delivered the last two weeks of June and July 5th would be the first pickup. Information would be sent to residents.

Mayor Parrish asked about welcome signs and in response, Mr. Wegerif advised that the City was still waiting for FDOT for the Community Aesthetic Feature approval. He noted it was close to being approved, and once approved, the procurement process would begin.

Mayor Parrish asked how the carts would be delivered and in response, Mr. Wegerif explained that Waste Management has a contractor that delivers. He pointed out it would be a lot of work.

Mayor Parrish asked if there was a new completion date for U.S. 1. In response, Mr. Wegerif advised that the latest date was July 16th.

City Attorney Garganese spoke about Resolution 2016-45 that was approved at the April 26th meeting and noted at that time he explained that the bond application complaint would be filed in court and that had been done earlier today. He would keep Council apprised on the status.

It was announced that City Manager Titkanich received a UCF Alumni Achievement Award earlier in the week. Council congratulated him.

Councilman Blake spoke of his attendance at the Space Coast League of Cities Dinner on Monday night. He advised there would be a summit meeting on June 11th from 10 a.m. to 2 p.m. at FIT, in the Aviation Room, in Skurla Hall, with keynote speakers being Lisa Desoto and Dr. DeFreese.

In closing, he mentioned that the City of Satellite Beach would be holding an Ethics Training on Monday, August 15th if anyone was interested in attending that

session. He further noted that the County Charter Review committee did away with the Comptroller, and they were celebrating Police Week at Patrick Air Force Base on May 11th. He reminded all to buy local.

Councilwoman Warner attended the Advanced Institute for Elected Officials in Tampa last week and thought it was fabulous. She had the pleasure of sitting with the interim Mayor of Eatonville and asked everyone to keep her in their thoughts. She needed a lot of support during this time of transition.

She thanked everyone who worked on the Derby Day Fundraiser for the Cocoa Village Playhouse and thought it was a wonderful event. She looked forward to next year.

Lastly, she asked Mr. Wegerif to look into the east end of Dixon Boulevard where it seems to be turning into a dump. She requested it be cleaned up and possibly signs installed. Mr. Wegerif agreed and stated that the more it gets cleaned up, the more stuff is dumped.

Councilman Blake wished his sister a happy birthday.

Mayor Parrish would like to have another Crime Summit Organized. City Manager Titkanich stated that they had discussed the possibility of having one in either August or September.

Mayor Parrish believed that it would be good to have some fresh input and to update citizens on what had been done since the last summit .

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to adjourn the regular meeting of May 10, 2016.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:29 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

COCOA
FLORIDA

Cocoa Works
Your City. Your Future.

2016 Summer Youth Employment Program

EXHIBIT A: SUMMER INTERNSHIP PROGRAM PRESENTATION

May 10, 2016

Partnership with CareerSource Brevard



Cocoa Works
Your City. Your Future.

CareerSource BREVARD

COCOA FLORIDA

Program Goals

- To provide Cocoa youth a meaningful summer employment opportunity.
- Investment in Cocoa's youth to develop their employability skills and address systemic issues of poverty and unemployment.
- Assist in the strategic item of community development to help young disadvantaged citizens receive an opportunity to gain experience in a public service position.
- May provide a career path for regular full-time positions upon graduation from High School.

Eligibility Criteria

- Needs based program
- Student must be a resident of Cocoa
- Student must be enrolled in Cocoa or Rockledge High School in good standing as a current Junior or Senior
- Student must be at least 16 years old
- Make a commitment to full participation of the program
- Have a desire to develop and utilize financial, work readiness and work experience skills
- Ability to provide or arrange his/her own transportation for all program components

Program Components

Successful Completion of Program Includes

- 25 hours of Work Readiness Training (Foundations Training) with CareerSource Brevard
- 125 hours of paid work experience
- Follow Up experience to gain knowledge of students' accomplishments, success stories and feedback for next year's program.

Program Schedule

Program Duration – Five (5) Weeks

- Foundations Training at CareerSource Brevard
  - June 6 – June 10
- Employee Selection
  - June 13 – June 17
- Work Experience
  - June 20 – July 22

Foundations Training (June 6-10)

Work readiness and soft skills training for students delivered by CareerSource Brevard. Topics Include:

- Resume Writing
- Interviewing 101
- Working in a Diverse Environment
- Being Smart About Social Media
- Financial Literacy and Budgeting
- Making a Great First Impression
- Career Personality Assessment
- Career and Employer Expectation Panels

Positions for our Students

- A total of 22 available positions, varying in functions. Summary of positions include:
  - Records Technician
  - Human Resources Assistant
  - Accounts Payable Assistant
  - Office Assistant
  - IT Desktop Assistant
  - Public Relations Assistant
  - Economic Development Assistant
  - Community Services Assistant
  - Facilities Assistant
  - Landscaping Assistant
  - Streets Assistant
  - Mechanic Assistant*
  - Maintenance Assistant*
  - Plant Operations Assistant*

*Some positions require the student to be 18 years old and will be evaluated during the selection process.

How to Apply

- Interested students can visit their guidance office for a program application, or reach out to the Program Manager at CareerSource Brevard to receive an application.

  Jana Bauer, Program Manager

  321-394-0696

  jbauer@careersourcebrevard.com

- Applications are due to CareerSource by May 25. Preferably submitted by email.

Questions?



EXHIBIT B: NEWSPAPER AD, PHOTO, AND CHECK PROVIDED BY P. KAMUS

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA (TE)
65 STONE ST
COCOA FL 32922

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared Kim Curro, who on oath says that he or she is a Legal Advertising Representative of the FLORIDA TODAY, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Notice Public Hearing

as published in FLORIDA TODAY in the issue(s) of:

01/28/16

Affiant further says that the said FLORIDA TODAY is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in MELBOURNE in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 28th of January 2016, by Kim Curro who is personally known to me

Linette Sanchez
Notary Public for the State of Florida
My Commission expires January 28, 2017

Publication Cost: $155.23
Ad No: 0001005665
Customer No: BRE-6CI200

AD#1005665 1/28/2016

CITY OF COCOA
PUBLIC NOTICE

NOTICE is hereby given that the City Council of the City of Cocoa, Florida, in a regular meeting held on Tuesday, January 12, 2016, approved the following Resolution, titled as follows:

RESOLUTION NO. 2016-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA AUTHORIZING A THIRTY-NINE CENT ($0.39) FIRE ASSESSMENT REFUND TO RESIDENTIAL PROPERTY OWNERS FOR THE ANNUAL FIRE ASSESSMENT IMPOSED BY THE CITY FOR FISCAL YEAR 2015/2016 DUE TO A SMALL NOMINAL CALCULATION ERROR; PROVIDING A PROCEDURE FOR AFFECTED RESIDENTIAL PROPERTY OWNERS TO ELECT WITHIN THIRTY DAYS OF NOTICE TO RECEIVE A REFUND BY CHECK OR TO RECEIVE A CREDIT ON NEXT YEAR'S ANNUAL FIRE ASSESSMENT IN FISCAL YEAR 2016/17; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A copy of the complete Resolution is available for public review in the Office of the City Clerk, Cocoa City Hall, 65 Stone Street, Cocoa, and may be reviewed Monday through Friday, 8:00 a.m. to 5:00 p.m. (holidays excepted).

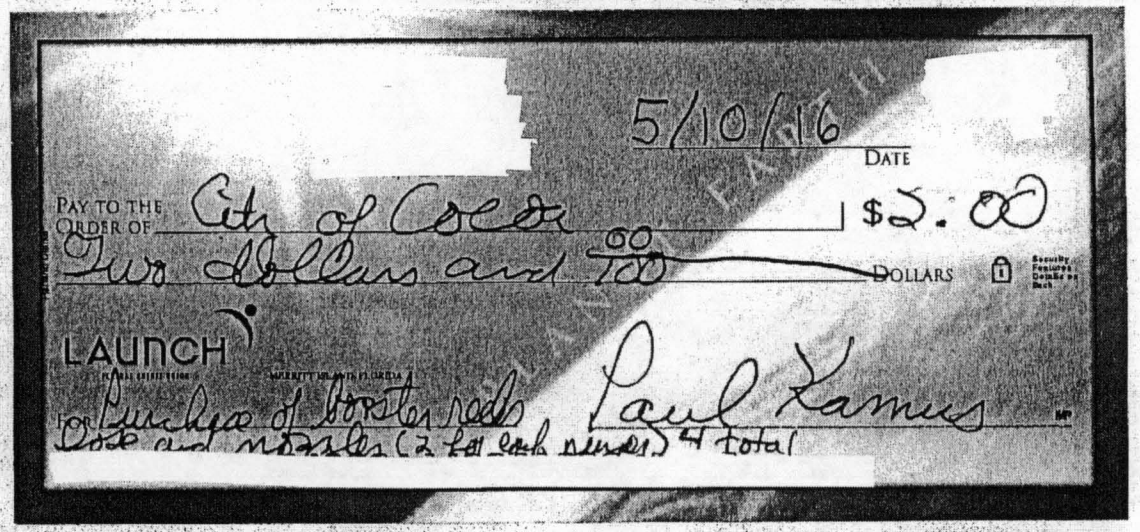
Each residential property owner that has paid the 2015/2016 fire assessment pursuant to City of Cocoa Resolution No. 2015-57 shall receive a thirty-nine cent ($0.39) refund or credit per unit upon the payment of said assessment. The refund or credit shall be paid by the City of Cocoa in accordance with the payment procedures established in Section 3 of Resolution 2016-06. If an affected residential property owner elects to receive a credit on the future 2016/2017 fire assessment imposed by the City of Cocoa, the property will receive interest on the refund amount at a rate of $0.02 per unit for a total credit of forty-one cents ($0.41) per unit. The affected property owner may elect to receive a refund paid by check by submitting a request in writing to the City Clerk within thirty (30) days of this publication at the address stated above. Requests for refunds shall not be accepted by the City of Cocoa after the thirty-day notice period has expired and are subject to verification by the City's Finance Director. Refunds are not transferable. Any affected residential property owner that has not requested a refund shall automatically receive a credit on the future 2016/2017 fire assessment. Credits are not transferable and shall be applied to the same real property address that is subject to the refund. The refund procedure shall not apply to affected property owners that received a refund, pursuant to Section 2 of Resolution 2016-06, from the Tax Collector pursuant to the Tax Collector's refund policy ($5.00 or more).

Further information may be obtained by calling the City Clerk at (321) 433-8484.

Dated this the 21st
day of January, 2016
Carie Sheely, CMC, City Clerk

LINETTE SANCHEZ
Commission # EE 869203
My Commission Expires
January 28, 2017




5/10/16
DATE
PAY TO THE ORDER OF City of Cocoa
$2.00
Two Dollars and 00/100
DOLLARS
LAUNCH
Paul Lamers
Purchase of Rooster rods
Cork and Nozzles (2 for each blinds) 4 total

Legislation Details (With Text)

File #:	16-235	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	6/1/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Approve the Minutes of the Special City Council Meeting: Pavement Analysis, on May 17, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	MINUTES: Paving Analysis Special Meeting.pdf EXHIBIT A-Pavement Analysis Plan 001.pdf EXHIBIT B-Pavement Management Program Presentation 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 1, 2016
Agenda Date: June 14, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Special City Council Meeting: Pavement Analysis, on May 17, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Special City Council Meeting: Pavement Analysis, on May 17, 2016, as written or with amendments.

MINUTES

CITY OF COCOA

SPECIAL CITY COUNCIL MEETING

PAVING ANALYSIS

May 17, 2016

A Special Meeting of the City Council was held on Tuesday, May 17, 2016, in City Council Chambers, Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 5:59 p.m.

Councilman Blake provided the invocation and led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The Assistant City Clerk took the roll.

Present:	Henry Parrish	Mayor
	Don Boisvert	Deputy Mayor
	Brenda Warner	Councilwoman
	Michael Blake	Councilman
	Tyler Furbish	Councilman
	John Titkanich	City Manager
	Matt Fuhrer	Assistant City Manager
	Angela Ferguson	Assistant City Clerk
Absent:	Anthony Garganese	City Attorney

Other Staff Members Present:

Ed Wegerif, Public Works Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Teri Butler, Finance Director; and Ed Wegerif, Public Works Director.

The 2015 Pavement Management Plan Booklet[1] was handed out to staff prior to the start of the meeting.

[1] Exhibit A: 2015 Pavement Management Plan

Mr. Wegerif welcomed Council and advised that the City had hired a consultant to do an analysis of the roadways and sidewalks. He noted that the analysis was a systematic and important approach to identify the condition of the roadways and their maintenance. He further noted that the City's roadways are a large investment.

II. PRESENTATION:

Scott Stevens provided a presentation[2] to Council and staff of the current condition and future outlook of the City of Cocoa's roadway and sidewalks. He highlighted his background and experience with Kisinger Campo and noted some of the company's completed projects such as Melbourne and the County. Mr. Stevens advised of the various goals of the project with the city, which includes looking at every street and sidewalk within the city's inventory to get a firsthand look regarding their condition.

Mr. Stevens explained what Pavement Management was and how it was an ongoing process as roads change, erode, and wear out over time. The process allows for determining future condition of roads and advised that it is a $35 million asset that deserved a lot of attention.

Mr. Stevens explained that the trend of the asphalt and diesel prices are decreasing over time but contractors are not dropping prices and as a result it is still an expensive undertaking.

He noted that Pavement Management tools such as the PAVER software were chosen to perform the analysis and develop the database.

Mr. Stevens explained the large undertaking and detail that it takes for the level and types of work that would need to be addressed. The entire city's network of streets is looked at which includes groups of pavements, entire streets, and individual sections, which are the smallest pieces of road.

He noted that with Cocoa's network there are 314 branches with 953 sections and just under 80 miles of road within the City or 9 million square feet of asphalt.

Councilman Blake asked how much the streets were worth and in response, Mr. Stevens noted $35 million or about $35 a square yard which is a rough estimate and included asphalt, curbs, and striping.

Mr. Wegerif indicated things such as drainage would be extra.

[2] Exhibit B: City of Cocoa Pavement Management Program

Mr. Stevens stated that if you looked at other assets and cost, pavement is a significant asset.

He detailed the base map that was created with a GIS file for the pavement and the sidewalk program using Google Earth which gives a good idea of the presence or absence of sidewalks, which helps build inventory.

Inspection of sidewalks included walking every piece of sidewalk and looking for main defects such as tripping hazards and ramps was done. They then compiled the data into the GIS system for analysis.

Mr. Wegerif reminded all that state and county roads such as S.R. 524 and Clearlake Road are not in the City's network.

Mr. Stevens shared with the Council that when his associate goes out and looks at the pavement condition, twenty (20) different distresses are identified and located and then rated, which is identified as the PCI and then broken down into five (5) categories.

Specifics of the data collection were discussed which included feet on the ground with a trained observer which minimizes errors in recording, and the use of software. He indicated that 1000% automation is not really possible, so the manual recording/observation leads to a very detailed survey of the roads and sidewalks.

Mr. Stevens provided a summary of the pavement condition for the City.

He clarified that five (5) miles of road failed and of those failed roads the average PCI was 18.

Discussion was held on where the failed roads were located.

Mr. Stevens advised when the data was summarized most roads fell in the fair category with an average of 48%, 15% in the good category, and not many miles in the poor category.

An additional element that was looked at is called the Structural Condition Index (SCI) which further defines the distresses, such as potholes. He indicated very few structural problems exist.

Demetrius Waters, 911 School Street, made a comment about tax dollars being used for the Peachtree project and in response. City Manager Titkanich advised

that this is a completely different project and that the Peachtree project was in coordination with the Space Coast TPO.

Mr. Waters further mentioned that he is deeply impressed with the contractors working out on Peachtree and wondered why when 20,000 cars pass through, he doesn't see more prosperity.

Mr. Stevens says only about ten miles of roadway are in bad shape which is a small amount structurally speaking, the rest are in pretty good shape. He then reviewed the causes of pavement deterioration and a short discussion was held regarding this matter.

A condition summary of sidewalks was provided that showed defects or issues that were major, highlighting that the information was manually collected data and then categorized.

Mr. Wegerif spoke about the trip hazards, usually caused by trees. There are about approximately 600-700 hazards, of which half have been remedied and the rest will be addressed by the end of the fiscal year.

Mr. Stevens provided a pavement deterioration model to Council showing rates of deterioration based on data that was provided by the city.

Mayor Parrish inquired about the longevity of cement versus asphalt and in response, Mr. Stevens advised concrete can lost longer but that it was typically more expensive in the long run.

Mr. Stevens advised that the current deterioration is 3 points which is typical but noted that he thinks the roads are deteriorating slower than the data seems to show.

When doing the modeling, Mr. Stevens advised that his company develops a decision matrix which helps categorize the types or level of work that needs to be done. Treatment strategy and the associated costs were reviewed and the differentials associated with it.

Mayor Parrish asked Mr. Stevens how many years he has been doing this and in response Mr. Stevens indicated ten years in pavement and 32 years in engineering.

Mayor Parrish asked him in comparison to other cities, had he recognized worse or better overall condition in comparison to Cocoa. Mr. Stevens indicated that Cocoa is in middle of the pack, maybe slightly lower.

Assistant City Fuhrer asked how the City roads compare to Brevard County roads more specifically and in response, Mr. Stevens indicated about the same as far as condition but budget wise Cocoa is in a better position as the County did not have much to spend.

Mr. Stevens advised the efforts all come down to the PCI forecast budget analysis based on current PCI condition which is in the mid 50s. He explained he can then take the city's base budget of $300,000, see what it can it buy, what condition it would be in five years, and what was the trend at the time.

Mr. Stevens advised the PCI forecast is an accurate tool showing current conditions and provided various scenarios.

Councilman Blake asked Mr. Stevens with the data collected was he given a task to see what areas needed prioritizing and if so which areas were they. All Council concurred they would also like to know. In response, Mr. Stevens explained if they took the optimal solution that the analysis provided which would be to break up bits and pieces of the roads and do work on Fiske Blvd as an example, it would not be feasible.

Councilman Blake asked if they took the highly travelled roads near major locations such as Fiske Boulevard and S.R. 520 and U.S. 1 and Clearlake Roads, how many of our roads intersect with branches or sections of those that have a high volume of travel. He reiterated his question on what areas are a priority, most feasible, and which would be more proactive to undertake first.

In response, Mr. Wegerif indicated the most heavily used roads would be prioritized.

Councilman Blake questioned the prioritization of streets without curbs, drainage and gutters. In response, Mr. Wegerif indicated those factors do not weigh in on the report and a short discussion was held among Council and staff regarding the same.

Mr. Stevens indicated that the report looks at the pavement only. He then explained and identified the sidewalk issues such as trip hazards, tree overgrowth, and missing ramps which is an ADA compliant requirement.

Mr. Stevens provided the overall pavement management suggestions to the City, which included the program they are on now to continue, preventative maintenance, and fixing roads that have base failure so they last instead of a quick fix/overlay. An evaluation should be done before having the contractor start work, plus they need to make sure the contractor does the right thing.

Councilwoman Warner asked about cold in place recycling and Mr. Stevens explained that pavement is taken up, chewed up and spit back out on site.

Mr. Stevens explained the custom report that was given to Mr. Wegerif regarding the assessment and thanked all.

City Manager Titkanich advised that the purpose of the study, which was started in 2015, was to manage assets similar to utilities. The City would determine the life cycle, use a ranking system, and then determine what needs to be done. He thanked KCA, who provided a roadmap to follow. City Manager Titkanich stated it may take longer but stressed it was an ongoing process.

Additionally he stated that generally in the past, the City budgeted $200,000 for pavement, which at times dipped to $100,000 but the past two years was increased to $300,000 for and to include specific program projects. City Manager Titkanich added that micro-surfacing was also implemented.

City Manager Titkanich reviewed funding levels and indicated anything over $300,000 would be challenging because it would result in a tax increases to citizens.

Councilwoman Warner asked if a county wide gas tax would help. In response. City Manager Titkanich indicated a Commissioner was pushing that and affirmed that a portion of the proceeds would help the cities with the roadway projects, but it was unknown how much would be given to the City.

City Manager Titkanich advised that another angle that was looked at to garner funding would be if the city front loaded it and borrowed with a line of credit and pay back the debt service with the annual appropriation over a five year period or more, but advised that although fuel prices are going down, prices of asphalt are not so it is not wise to borrow on a line of credit.

City Manager Titkanich's recommendation is to maintain the $300,000 budget and as funds become available, that the City continue to fund the project each year,

City Manager Titkanich shared that the highest SCI scores were for Pineda Street and Fiske Boulevard and went over the phases of construction and cost. He recommended that the City concentrate on the first phase of Fiske Boulevard this fiscal year which is outside the budgeted $300,000.

He added that lights would be added to the corridor deters which deters criminals and Mayor Parrish added that he wants it to look nice like the village.

City Manager Titkanich indicated the right thing to do would also be to start with the school safe routes on Pineda Street.

Mayor Parrish asked how much of Pineda is in the City and City Manager Titkanich confirmed it was about half.

Councilman Blake asked if the County will do their side when the City complete theirs and City Manager Titkanich advised that they would work with the County to attempt to do so in FY 2017.

City Manager Titkanich detailed the funding opportunities that can and will present themselves such as partnerships with other agencies, like CRA's, Utilities, FDOT etc., leveraging stormwater and utility projects, evaluating a public service tax in 2018 (the last projection was $200,000), and consider special assessment districts within the City. He indicated that increasing the millage by 1.5 is not a viable option.

Councilman Blake expressed that he likes the concept of borrowing upfront if we know we are going to allocate a minimum $300,000 each year. He wanted to know how much it will cost and how long would it take to do as many projects as possible.

City Manager stated there is a budget workshop coming up in six weeks and they could include it in the discussion.

City Manager Titkanich said the report is step one in determining how to tackle the management of this asset and commended Mr. Wegerif for going in this direction.

Councilwoman Warner thinks we will see areas improve and show initiative. The Fiske Boulevard corridor needs all the help it can get, and she wants to support citizens that are making a difference in improvements to their neighborhoods.

City Manager Titkanich advised that Assistant City Manager Fuhrer had spoken to the County regarding derelict vessels and worked with Sergeant Delatorre regarding this matter.

City Manager Titkanich advised Council will see agenda item regarding a generator at Dyal that went down which will be declared an emergency.

City Manager Titkanich apprised Council that they are working with the Assistant County Manager and Police Chief regarding the Provost Park incident.

Councilman Blake indicated a phenomenal job was done at Provost Park.

III. PUBLIC INPUT:

None.

IV. ADJOURNMENT:

- **MOTION by Councilman Furbish; Seconded by Deputy Mayor Boisvert, to adjourn the Special Meeting.**

  AYES: Parrish, Blake, Warner, Boisvert, Furbish

  THE MOTION PASSED UNANIMOUSLY (5-0)

  The Paving Analysis Special Meeting adjourned at 7:15 pm.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk
(Transcribed by A. Ferguson, Assistant City Clerk)

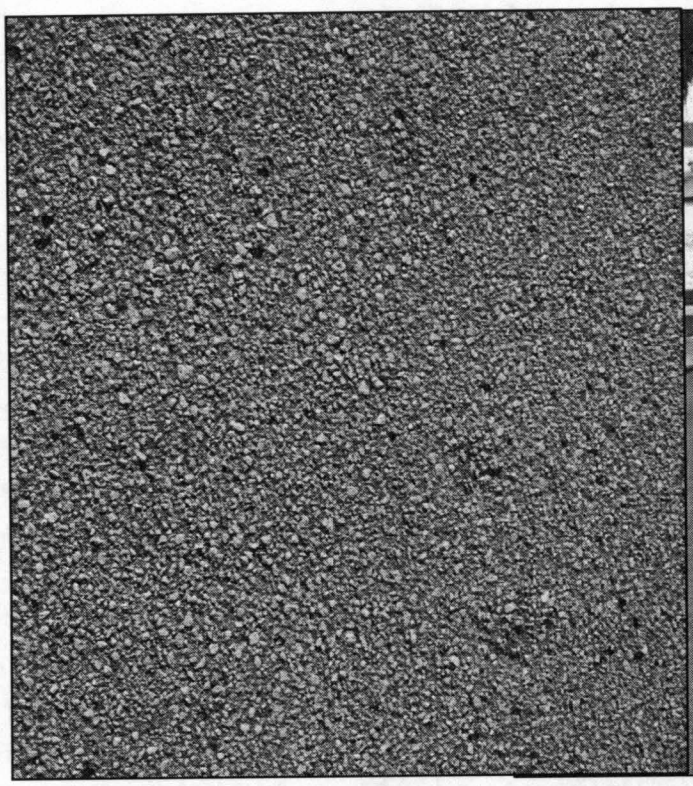
Exhibit A: Pavement Management Plan

The

City of Cocoa, Florida

20

2015 Pavement Management Plan





Kisinger Campo & Associates, Corp.
One Tampa City Center
201 North Franklin Street, Suite 400
Tampa, Florida 33602
(813) 871-5331

The City of Cocoa, Florida

2015 Pavement Management Program

KCA
KISINGER CAMPO
& ASSOCIATES

First Draft - April 2015

Final Report
January 2016

Prepared For:
The City of Cocoa, Florida

City Council

Mayor	Henry U. Parrish III
District One	Michael Blake
District Two / Deputy Mayor	Brenda Warner
District Three	Don Boisvert
District Four	Tyler Furbish

City Manager
John Titkanich Jr., AICP

Prepared By:
Kisinger Campo & Associates, Corp.
One Tampa City Center
201 North Franklin Street, Suite 400
Tampa, Florida 33602

Florida Authorization Number 0002317

KCA Project Number 006-201402.00

Engineer of Record:	**Scott E. Stevens, P.E.**
Database Management:	**David J. Hubert**
Pavement Inspection:	**Stephen L. Vance**
Report Assistance:	**Thierry Y. Ku**

Scott E. Stevens, P.E.

Florida Registration 39644

Executive Summary

The first step in the development of the PMP was to develop an accurate inventory of the tasked roadway assets owned and maintained by the City of Cocoa. KCA was able to utilize the centerline Geographical Information System (GIS) map maintained by the City as the basis of the PMP network. Each road segment in the GIS file was field checked. As a result, the roadway network tasked by the City consists of 79.1 centerline miles of roadway, 314 individual branches with 953 sections. This is equivalent to over 9 million square feet of pavement.

Existing pavement condition was determined in accordance with ASTM D6433 *Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys*. The overall area weighted average Pavement Condition Index (PCI) was determined to be **57.4**. Qualitatively this score is considered fair. Predominant distress types found during inspection were weathering and raveling, rutting, and longitudinal and transverse cracking. Based on length of each road segment and the calculated PCI, 37.2% of the City's asphalt network is in ***Good to Satisfactory*** condition, 48.4% is in ***Fair*** condition, and 14.4% is in a ***Poor or Failed*** condition.

Pavement treatment funding scenarios were run on the network to evaluate the effect of budget on future conditions. Treatment costs are based on local construction bid histories, with treatments ranging from crack sealing and rejuvenating, to full depth reclamation. Budget scenarios began with an assumed annual budget of $300,000 per year. Multiples of the assumed budget (0x, 1x, 2x, 4x and 6x) are used to predict the potential future conditions of the pavement network. Based on the analysis, the network condition can be expected to continue to deteriorate if the funding level remains near current levels. A significant increase in the annual funding is necessary in order to stabilize the current deterioration trend.

It is recommended that the City:

- ✓ Evaluate preventive maintenance treatments including crack sealing, rejuvenator application, and rejuvenating fog sealing for pavements that are in good condition.
- ✓ Continue their program of Mill and Overlay on roads that have little or no structural deficiencies.
- ✓ Implement a robust program that would include Mill and Overlay with deep patching, Full Depth Reclamation, Cold In-place Recycling, or complete reconstruction for roads with structural deficiencies.
- ✓ Conduct geotechnical evaluation and design for all roads that have structural deficiencies prior to selection of a final pavement treatment.

Specific suggested projects for Fiscal Years 2016 through 2020 are listed in Appendix B.

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Introduction

Background

The City of Cocoa, Florida (the City) is located in the middle of the state's east coast between Titusville and Melbourne in Brevard County. From the City's Comprehensive Annual Financial Report for 2014, the City was first incorporated as a village in 1895 and as a city in 1913. The current City Charter was adopted in 1959 and provides for a Council-City Manager for of government. The City is about 1-1/2 hours due east of Disney World near Orlando, Florida. Cocoa is part of Florida's Space Coast, home of Kennedy Space Center, the birthplace of U.S. manned spaceflight. Nearby Port Canaveral is the second-busiest cruise port in the world.

Pavement typically represents the single most valuable physical asset owned and maintained by a municipality. Kisinger Campo & Associates Corp (KCA) was tasked by the City in 2014 to develop a network-level Pavement Management Plan (PMP) for all roadways owned and maintained by the City. Goals of the project include:

- Development of an accurate Geographic Information System (GIS) inventory of the City's owned and maintained centerline-miles of asphalt roadways;
- Assessment of existing observable physical condition in accordance with ASTM D6433-11 *Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys;*
- Development of a PAVER^{tm} database including maintenance cost and strategies, and budget analyses;
- Development of a report detailing the recommended Maintenance and Rehabilitation Plan, including the Maintenance Strategy Policy for City roadways;
- Training of City staff on the use of PAVER software;
- Development of a PMP that will provide the basis of a Five Year Capital Improvement Program (CIP) for roadway improvements.

PAVER^{tm} Pavement Management System Overview

Pavement Management, like other Asset Management practices, follows a cyclical process that begins with a basic understanding of system to be evaluated – in this case the pavement network – and proceeds through recommendations. A Pavement Management System (PMS) is a set of defined procedures for collecting, analyzing, maintaining, and reporting pavement data. The intent of a PMS is to assist in finding optimum strategies for maintaining pavements in an acceptable condition over a given period of time for the least cost. In a PMS objective information and data is presented so that decisions made are consistent, cost-effective, and defensible. Many factors beyond the condition assessment can, and do, influence the decisions made as a result of the PMS. These factors may include policy and economic influences internal to the City and the City's primary customers—the citizens who live and work in the City, and who ultimately pay for the pavement assets. Ultimately a PMS provides the basis for an informed understanding of the consequences of alternative decisions.

A Pavement Management Plan (PMP) is the written findings and recommendations supporting the PMS. The primary intent of the PMP is to develop a network-wide understanding of the conditions of all of the paved surfaces within the network. A secondary intent is to develop a

prioritization scheme to rate the pavements relative to each other, eventually developing remediation projects.

The City of Cocoa's 2015 PMP has been developed to conform to the methodologies specified in the latest version of ***ASTM D6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys.*** This Standard provides the procedural requirements for collecting and categorizing pavement distress data. Data were initially collected utilizing a proprietary data collection application developed by KCA for the sole purpose of providing accurate and cost effective data to our clients. These data were subsequently imported into a **PAVER™ v6.5** software for analysis.

PAVER provides the means to evaluate existing and future budgetary needs against current and projected pavement conditions. The **PAVER** system provides agencies with tools to assist in:

1. Developing an inventory of their pavement network
2. Conducting pavement distress surveys
3. Assessment of pavement conditions
4. Development of models enabling the prediction of future pavement conditions
5. Analysis of funding scenarios
6. Planning of maintenance and rehabilitation activities
7. Reporting of findings

Methodology

Network Definition and Inventory

The initial step in the development of the PMP was to define the extent of the pavement that will be included in the PMP. All roads within the City are subdivided into ***Networks***, ***Branches***, and ***Sections***. Each subdivision is described below:

Network

A pavement ***network*** is simply a logical grouping of pavements to be managed (*Pavement Management for Airports, Roads, and Parking Lots* by M.Y. Shahin, 2005). For the City's PMP, the logical grouping is simply defined as City paved and maintained roads. In other words, the City has one network in PAVER entitled "Roads"; Parking lots, State, County, unpaved rights-of-way, and privately-owned roads are not included in the City's network.

KCA obtained a copy of the City's GIS centerline shapefile to be used as the basis for the PAVER database. Working closely with City staff, the GIS map was reviewed, with operation and maintenance responsibilities identified. Minor adjustments were made to the shapefile to ensure that a one to one relationship would exist once the PAVER database is developed. An atlas was developed by KCA and reviewed by City staff to identify specific roads to be included in the PAVER dataset. All roads included in the inventory are graphically shown in **Map 1 – Paved Road Network** in **Appendix A**.

Network inventory data is information about the roads that generally remains static over time (length, width, surface type, number of lanes, etc.). KCA verified and recorded data provided in GIS (i.e. pavement widths, lanes, etc.) during field inspection activities. Initial Section

lengths were determined from the GIS shapefile, with major discrepancies between field conditions and the GIS data noted.

Branches

Each network is separated into ***branches***. Branches are readily-identifiable parts of the pavement network and have a distinct use. For Cocoa, KCA simply defined each named road as a branch. Within the PAVER database, each branch is identified in two ways:

1. By a textual descriptor called the "Branch Name"
   This is the Branch or street name. Most agencies will have this in the centerline file already and GIS can be used to copy data into PAVER. If the names are compiled from multiple sources, consistency between the sources is important.
2. By a textual descriptor called the "Branch ID"
   The BranchID must be unique for each branch in the system. PAVER imposes a 10 character limit and will automatically assign a unique ID. Some agencies prefer to have their own numeric street ID or Asset ID number assigned to each Branch. KCA often will assign a BranchID based in the branch name and ensuring that the BranchID is unique. For Cocoa, KCA assigned a 4-digit numeric identifier as the BranchID.

Sections

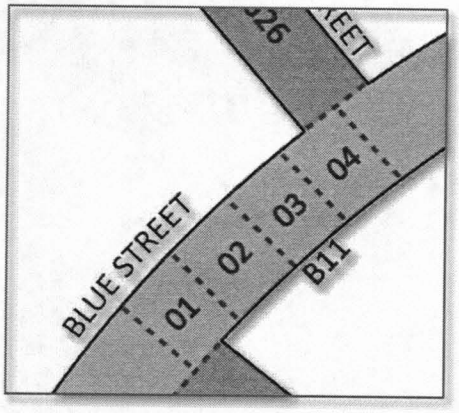
A pavement ***section*** is the smallest management unit for which road resurfacing will be planned. Sections typically share similar characteristics such as pavement structure, construction history, functional classification, and traffic (Shahin, 2005). Sections represent one of the most important elements within the network. Pavement conditions and work planning are aggregated at the section level. Similarly to a branch, each section is uniquely identified. For the City of Cocoa, sections are defined from intersection to intersection, based on the GIS centerline shape file. This ensures consistency between the final PMP and GIS, and that pavements with similar characteristics are grouped as closely together as possible.

Sample Units

The quantity and quality of the ***collected*** data should be matched to the ***intended use*** of the data. If the intended use of the data is for the development of a project-level plan for specific sections of roads, inspecting 100% of the pavement surface along with geotechnical investigations might be the best course of action. On the other hand, if the intended use of the data is for the development of a network-level plan, inspecting 100% of the pavement surface would be an inefficient use of resources.

This plan developed for the City of Cocoa is considered a network-level PMP based on ***ASTM D6433*** methodology. ASTM D6433 is based on the premise that reasonable accuracy (95% confidence) can be achieved without 100% inspection. To accomplish this accuracy, each pavement section is broken into ***sample units*** and inspections are conducted on a specified number of sample units within a section.

Figure 1: Sample Units



Sample units are a conveniently-defined portion of a pavement section designated only for the purpose of pavement inspection (Shahin, 2005). To comply with ASTM D6433 methodology, the size of a sample unit defined as 2,500 ± 1,000 square feet. Figure 1 illustrates how the Branch (***Blue Street***) is conveniently divided into a Section (***B11***) and then sample units (***01, 02, 03, and 04***).

The number of samples per section is determined using Network Level Sampling Criteria. Table 1 specifies the criteria KCA uses to determine the number of sample units to be inspected per section. A minimum of one sample unit per section is inspected.

Table 1: Network Level Sampling Criteria

No. of Sample Units in Section	No. of Units to be Inspected
1 to 5	1
6 to 10	2
11 to 15	3
16 to 40	4
Over 40	10%

Distress Surveys

All field distress information is collected manually. KCA staff utilizes a proprietary software tool for recording and organizing the collected data prior to import into PAVER. This tool integrates the network GIS centerline data with Global Positioning System (GPS) data, enabling staff to quickly and accurately define sample units and collect applicable data. Photographic documentation of the inspected pavement is also integrated into the inspection protocol with the sample location and photographic data geo-referenced and stored in a database distinct from PAVER. Distress data were subsequently imported into PAVER, avoiding manual entry and maximizing database accuracy.

Pavement Condition Index (PCI)

The ASTM D6433 methodology defines 20 different pavement distresses that are used in determining the Pavement Condition Index (PCI). The PCI is a quantitative descriptor of the overall pavement condition based upon the ***type***, ***aerial extent***, and ***severity*** of each observed distresses. Numerically the PCI ranges between 0 and 100. A PCI of 100 represents a pavement completely free of distress whereas a PCI of 0 corresponds to a pavement that has failed completely. Each distress type, extent and severity is assigned a deduct value or weighing factor. A deduct value of 0 indicates that the distress is not present and therefor has no effect on pavement condition, whereas a value of 100 represents serious distress.

A Pavement Condition Rating (PCR) is a qualitative descriptor associated with ranges of PCI and is useful when describing the general condition of pavements. Table 2 shows the range of PCI values to which each rating corresponds.

Structural Condition Index (SCI)

Like the PCI, the SCI is a quantitative descriptor of the pavement condition. The SCI however focuses on distresses that suggest that the roadway may be structurally deficient or that base failures are occurring. Table 3 lists the distress and severity levels that are used in the calculation of SCI for both asphalt and Portland cement pavements.

An analysis of the SCI along with the PCI is a very powerful tool in developing the PMP. Low PCIs and high SCIs suggest that the pavement may not load carrying capacity problems. Conversely, low PCIs and low SCIs indicate that the pavement likely has base-related failures. Each case would have very different repair strategies. The Structural Condition Rating (SCR), the qualitative descriptor associated with ranges of SCI, is shown in Table 4 below.

Table 2: PCI Condition and Range

Pavement Condition Rating (PCR)	Pavement Condition Index (PCI) Range	General Description
Good	81-100	Pavement has minor or no distresses and should require only routine maintenance.
Satisfactory	61-80	Pavement has scattered low-severity distresses that should require only routine maintenance.
Fair	41-60	Pavement has a combination of generally low- and medium-severity distresses. Near-term maintenance and repair needs may range from routine to major.
Poor	21-40	Pavement has low-, medium-, and high-severity distresses that probably cause operational problems. Near-term maintenance and repair needs may range from routine up to a requirement for reconstruction.
Failed	0-20	Pavement deterioration has progressed to the point that safe operations are no longer possible; complete reconstruction is required.

Table 3: SCI Distress Types and Severity

	Distresses	Severity
Asphalt Cement	Alligator Cracking	Low, Medium, High
	Patching	Medium, High
	Potholes	Low, Medium, High
	Rutting	Medium, High
Portland Cement	Large Patching	Medium, High
	Corner Break	Low, Medium, High
	Divided Slab	Low, Medium, High
	Punchout	Medium, High

Table 4: SCI Condition and Range

Pavement Condition Rating (PCR)	Pavement Condition Index (PCI) Range	General Description
Good	90-100	Pavement has little or no minor distresses that are affected by loads. In general the road base does not show signs of deterioration.
Fair	80-89	Pavement has scattered low-severity distresses that should require only routine maintenance.
Poor	50-79	Pavement has a combination of generally low- and medium-severity structural distresses. Long-term maintenance and repair needs may range from routine to major.
Serious	0-49	Pavement has mainly high-severity structural distresses. Structural repairs and reconstruction of the road, including the road base, are needed.

Condition Assessment

Both PCI and SCI were determined for each of the 1,209 individual pavement Sample locations and subsequently for the 953 roadway Sections. The more common asphalt distresses found in the City include Weathering/Raveling, Block Cracking, Alligator Cracking, Longitudinal/Transverse Cracking, Edge Cracking, Depressions, Potholes, Patch/Utility Cuts, Bumps/Sags, and Lane/Shoulder Drops.

Network Summary

As mentioned previously, network inventory data generally remains static over time. The pavement network for Cocoa is summarized in Table 5. A single network was defined consisting of 314 individual branches with 953 sections. The total length of the network is 79.1 centerline miles with an area of over 9 million square feet.

Table 5: Network Summary

Number of Branches	314
Number of Sections	953
Total Mileage	79.1
Total Area (sq. ft.)	9,010,259
Average Section Width (ft.)	21.5
Average Section Length (ft.)	438.2
Average Number of Lanes per Section	2.02

Pavement Condition Index (PCI)

After the final importation of distress data, the PCI is calculated within PAVER for each sample. The results are then extrapolated to each section. **Appendix A** shows the geographic distribution of PCI scores across the Roadway Network. The average PCI for all City roads is 56.6 and the area weighted value is 57.4. Based on length of each road segment and the calculated PCI, 37.2% of the City's asphalt network is in ***Good to Satisfactory*** condition, 48.4% is in ***Fair*** condition, and 14.4% is in a ***Poor or Failed*** condition.

Structural Condition Index (SCI)

SCI values for asphalt roads within the network is a numeric average of ***94.8***. This score indicates that while the majority of roads within the network do not appear to have structural issues, there are some with potentially significant base problems causing the deterioration of the pavement surface.

Table 6: Pavement Condition Summary

Pavement Condition Rating	Sections	Length (miles)	Pavement Area (SF)	Average PCI
All City Maintained Roads				
0 - 20 Failed	76	5.0	599,886	18.3
21 - 40 Poor	93	7.8	876,216	30.5
41 - 60 Fair	472	39.3	4,444,045	52.7
61 - 80 Satisfactory	206	17.3	1,983,454	67.0
81 - 100 Good	105	9.7	1,106,658	86.3
	952	79.1	9,010,259	54.6

Figure 2: PCI Distribution

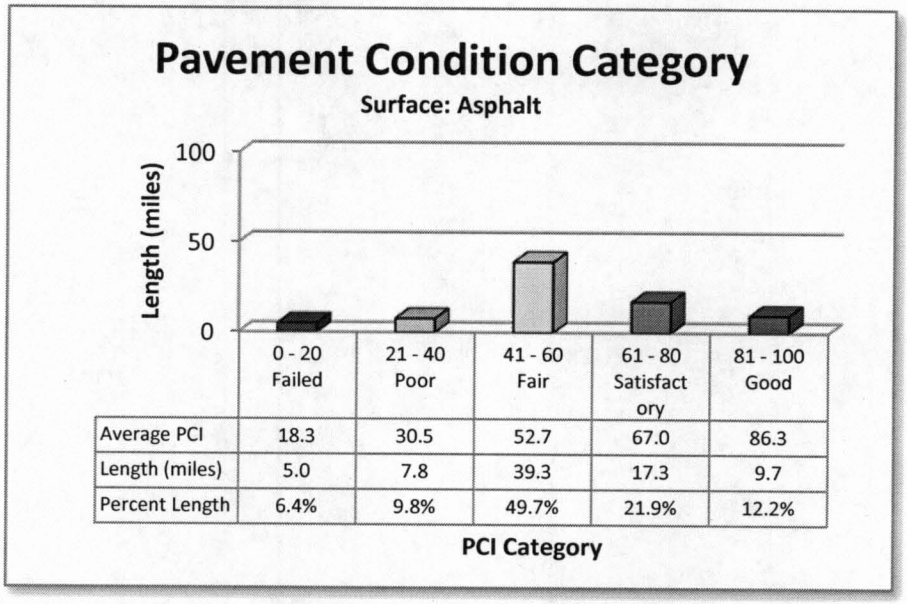
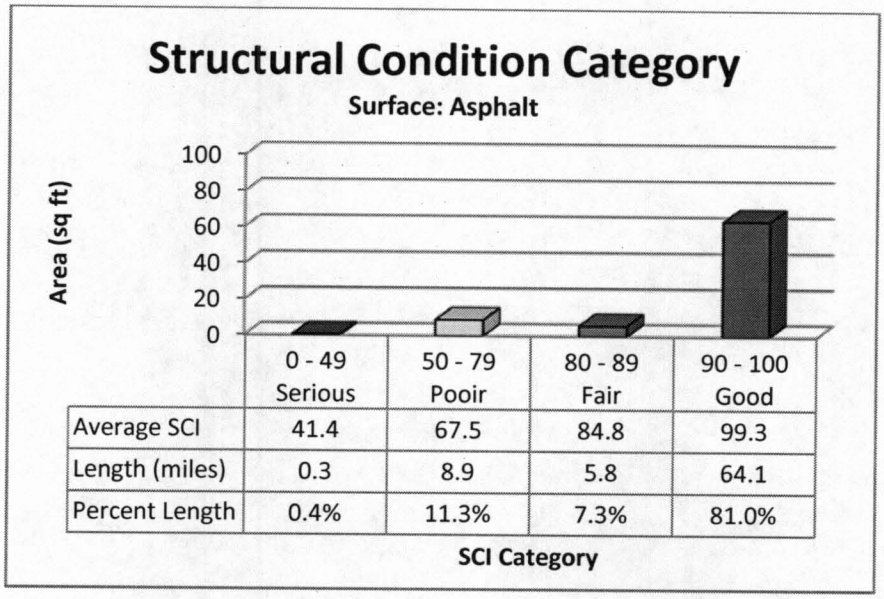


Table 7: Structural Condition Summary

Structural Condition Rating	Sections	Length (miles)	Pavement Area (SF)	Average SCI
All City Maintained Roads				
0 - 49 Serious	8	0.3	7,325,570	99.3
50 - 79 Poor	111	8.9	658,377	84.8
80 - 89 Fair	70	5.8	982,728	67.5
90 - 100 Good	763	64.1	43,584	41.4
	952	79.1	9,010,259	94.0

Figure 3: SCI Distribution



Cause of Deterioration

The analysis above is per the ASTM D6433 standard. From these index calculations it appears that the overall PCI is fair, but structurally the roads are in good condition. However, additional inferences can be made of the pavement condition based on the underlying causes of pavement distresses: ***Load***, ***Climate and Durability***, or ***Other*** factors.

Load – Alligator Cracking, Edge Cracking, Potholes, Rutting, and Shoving

Climate and Durability – Block Cracking, Joint Reflection, Longitudinal and Transverse Cracking, Weathering, and Raveling

Other – Bleeding, Bumps and Sags, Corrugations, Depressions, Lane/Shoulder drop-off, Patching, Polished Aggregate, Railroad Crossings, Slippage Cracking, and Swelling

For the City roads, 94.4% of the overall condition of the pavement can be attributed to climate and durability issues with the remaining 5.6% attributed to load or other issues. This high percentage of climate related causes, coupled with the fact that the Weathering and Raveling distresses (distress 19 & 20) are known to significantly influence (lower) the PCI score, help in understanding the PCI score.

Condition Prediction

The City of Cocoa has made a major investment on behalf of their citizens in the nearly 80 miles of paved roads. This investment is likely the single largest asset owned by the City in terms of value when considering the cost of the pavement and the associated improvements such as curbs, drainage, signs, signals, and sidewalks.

The ability to forecast pavement conditions based on available funding is a key component of the PMP. This provides the City with the tools necessary to make informed decisions on selecting the correct pavement repair techniques, analyze various funding scenarios, and ultimately develop projects for the preservation or restoration of the paved surfaces.

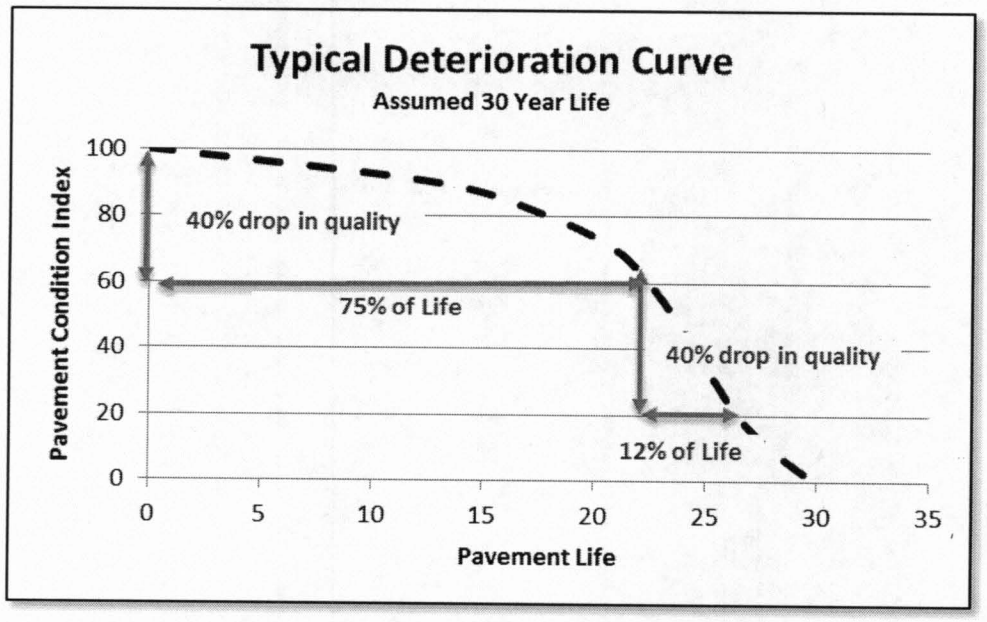
Development of Deterioration Models

Pavement will deteriorate. No matter how well a road is originally constructed, the effects of traffic loads and climate will take a toll on the road surface over time. The age of the pavement and the rate at which the deterioration occurs becomes important considerations when developing asset management strategies for the PMP.

Pavement Life-cycle

Figure 4 depicts a widely published pavement deterioration curve. Several conclusions can be drawn from this curve including the overall life expectancy of the pavement and the relative rate of deterioration based on the age of the pavement. The shape of the curve infers that early in pavement's life the condition remains in good condition for many years before any appreciable maintenance is needed. As a pavement passes the midpoint in its life-cycle, the rate of deterioration can rapidly increase. The curve shown in Figure 4 was derived based on an assumed 30 year life expectancy, and that 40% of a pavement's deterioration occurs within the first 75% of a pavement's expected life. The next 40% of the deterioration occurs very rapidly in only the next 12% of the life. This relationship of deterioration and time has been widely referenced as being typical of pavement deterioration. Additionally, the relationship suggests that conducting *preventative maintenance* early in the pavement's life-cycle can delay significant deterioration and thereby save considerable funds when compared to conducting major maintenance later

Figure 4: Typical Deterioration Curve



in the pavement's life.

Two of the most prominent factors influencing pavement deterioration rates are related to traffic load and climate/durability. The table below includes distresses from *ASTM D6433* by influencing factor or possible cause:

Table 8: Asphalt Concrete Observable Distress by Possible Causes

Traffic Load	Climate/Durability
Alligator Cracking	Bleeding
Depression	Block Cracking
High-severity Longitudinal and Transverse Cracking	Joint Reflection Cracking
Medium and High Severity Patching and Utility Cut Patching	Low and Medium Severity Longitudinal and Transverse Cracking
Potholes	Low Severity Patching and Utility Cut Patching
Rutting	Swell
Slippage Cracking	Weathering

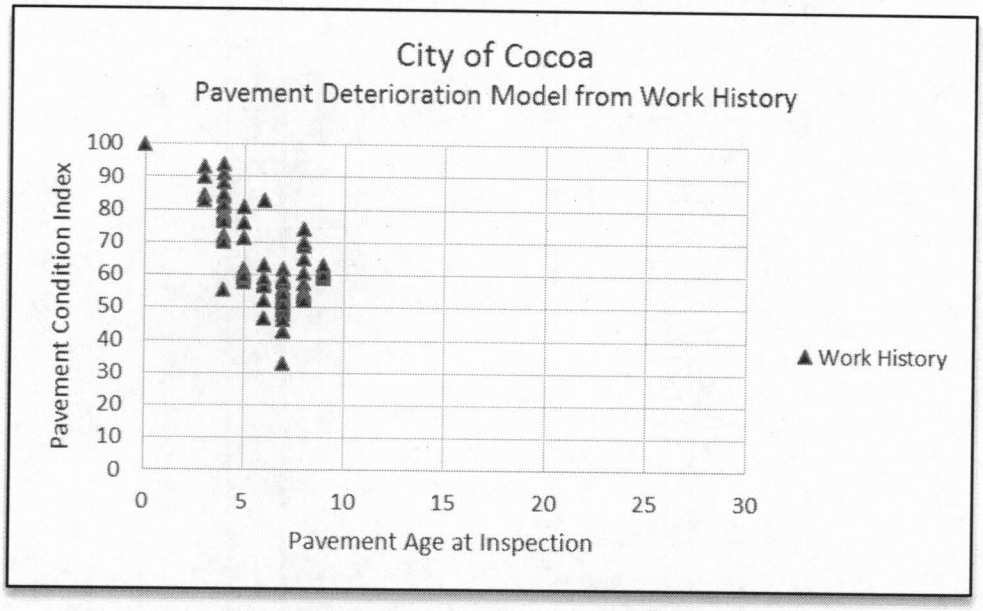
Development of appropriate deterioration curves provide a basis for ***predictive*** condition forecasting. A typical curves such as the one discussed above can be used, but may not accurately represent the specific conditions of the City's network. Deterioration models can be developed specific to a pavement network by evaluating historic PCI values against the age of the pavement. With sufficient data, multiple models may be developed based on the use of the roadway. The expected deterioration of arterial and collector roadways may vary from a model developed for residential roads.

Construction History

Historic construction data helps to define the deterioration curves by establishing the point in time when the pavement was new (time=0, PCI=100). Inspection data establish specific points along the deterioration curve. As additional inspections data is collected and work history added to the Pavement Management System, refinements can be made to the models improving the overall ability of the model to predict future conditions of the road network.

The City provided KCA with available historic asphalt overlay data. An asphalt overlay is considered major maintenance and can be used to establish the point in time when the pavement was new (time=0 and PCI=100). Approximately 9 years of construction information was provided representing 91 individual road sections. These data provide known ages when the PCI was last equal to 100. Plotting these age groups against the average measured PCI for the group at the last inspection provides an indication of how roads with similar history deteriorate with time. Figure 5 is a plot of the average PCI for each of the 91 sections.

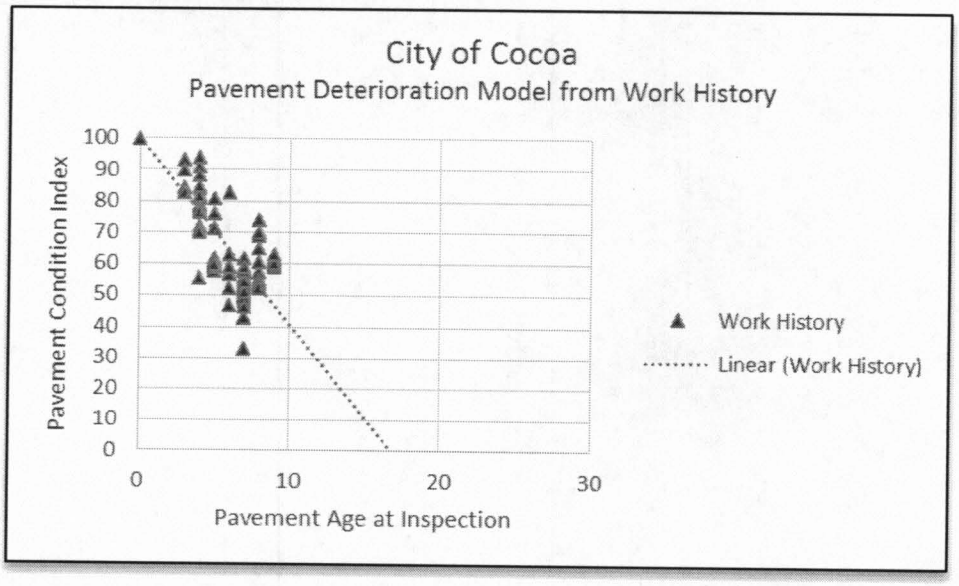
Figure 5: Known Construction Age vs. PCI



Model Review

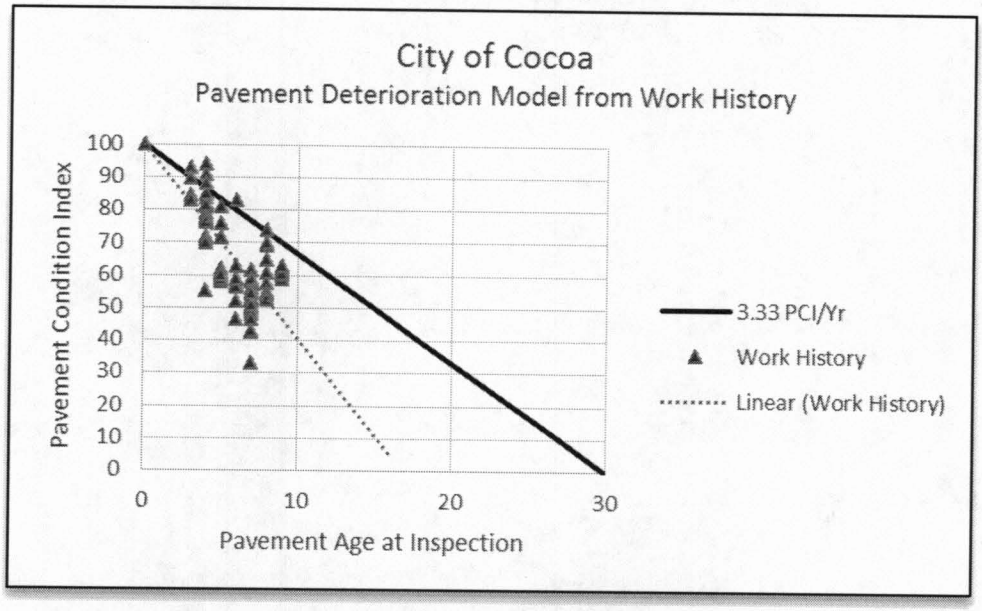
The condition vs. age data presented in Figure 5 was further evaluated in order to develop and acceptable deterioration model. One of the most simplistic deterioration models is to assume that the relationship between PCI and age is linear and has a distinct life expectancy. Figure 6 depicts a linear fit of the construction data which indicates a life of the asphalt of approximately 18 years. While this linear model appears to correlate fairly well to the historic data, the reasonableness of the model must be considered.

Figure 6: Linear Deterioration Model



The second modeling option reviewed is shown in Figure 7. This model is also a straight-line deterioration, but assumes a 3.33 PCI point per year deterioration rate. This rate assumes the life of a pavement in the City to be approximately 30 years.

Figure 7: Linear Deterioration Model at 3.3 points per year



While this model appears to fit the data reasonably well, it may underestimate the actual pavement deterioration. However, consideration should be given known influence of distresses 19 and 20 on the PCI scores. If an assumption is made that the lower PCI scores are an artifact of the influence of distresses 19 and 20, one could reasonably assume slightly higher scores and a longer modeled pavement lifecycle.

Model Recommendation

The model recommended for use by the City is the linear deterioration model shown in Figure 7 assuming 3.33 PCI points per year. This model is relatively simplistic and fits the data well. Additionally, the model extends the overall life of the pavement to a more reasonable age of 30 years. The deterioration model represented in Figure 6 does not appear reasonable given the overriding influence of the Weathering and Raveling distresses on the PCI score. As additional inspection cycles are complete in future years, it is recommended that the deterioration model be re-evaluated.

Pavement Treatment Selection

Selection of specific projects is an iterative process that must incorporate technical and non-technical information. Data collected in this PMP plays a very important role in the decision process, but as pointed out in *Pavement Management for Airports, Roads, and Parking Lots* by M.Y. Shahin, 2005, "the PCI by itself is not sufficient to identify the needed specific M&R type." A single numeric value such as the PCI can indicate a general level of M&R needs, but it is also important to understand the cause (structural, climate, or other) of individual distresses that make up the PCI score. Additionally, factors such as funding, political desires, citizen complaints, etc. often influence project selection.

At the network-level, the goal is to gain and understanding of how pavement conditions can be expected to respond to programmatic funding levels, and to develop optimum combinations of potential pavement M&R treatments and network sections – the right treatment for the right location at the right time.

Short-term Maintenance and Rehabilitation Categories

PAVER uses several categories of M&R in the planning of potential pavement treatments. Specific treatment options can be suggested when the planning horizon, or the length of the planning time period is very short – typically less than one year. In these cases, the change in pavement conditions between distress identification and repair is negligible. Therefor specific repair strategies or proposed actions can be specified with some certainty. M&R categories included as short term include Localized Safety and Localized Preventive. Note that both Localized Safety and Preventive M&R activities are considered part of the City's routine maintenance program, not capital maintenance. Each category is presented below for reference:

Localized Safety M&R

Localized Safety M&R is defined as the localized distress repair needed to keep the pavement operational in a safe condition. This type of maintenance has a very short planning horizon if any at all. It may also be referred to as safety maintenance, stop-gap maintenance, and operational maintenance. Table 9 lists distress severity and type along with proposed remediation actions for Localized Safety M&R.

Table 9: Localized Safety M&R Policy

Severity	Description	Proposed Action
High	*BUMPS/SAGS*	Shallow Patching
High	*CORRUGATION*	Shallow Patching
High	*LANE / SHOULDER DROP*	Shoulder leveling
High	*PATCH/UTILITY CUT*	Shallow Patching
High & Medium	*POTHOLE*	Deep Patching
High	*RUTTING*	Shallow Patching
High	*SHOVING*	Shallow Patching
High	*SLIPPAGE CRACKING*	Shallow Patching

Localized Preventive M&R

Localized Preventive M&R activities are performed with the primary objective of slowing the rate of deterioration, but are applied at the location of individual distresses. For asphalt pavement it can include activities such as deep and shallow patching, and crack sealing. Localized PM differs from Global PM (described below) in that it typically is not applied to pavement outside of the location of the distress. Table 10 lists distress severity and type along with proposed remediation actions for Localized Preventive M&R.

Table 10: Localized Preventive M&R Policy

Severity	Description	Proposed Action
High & Medium	*ALLIGATOR CR*	Deep Patching
High & Medium	*BLOCK CRACKING*	Crack Sealing
Medium	*BUMPS/SAGS*	Shallow Patching
High	*BUMPS/SAGS*	Deep Patching
High	*CORRUGATION*	Deep Patching
Medium	*CORRUGATION*	Shallow Patching
High & Medium	*DEPRESSION*	Deep Patching
Medium	*EDGE CRACKING*	Crack Sealing
High	*EDGE CRACKING*	Shallow Patching
High	*JOINT REFLECTIVE CRACKING*	Shallow Patching
Medium	*JOINT REFLECTIVE CRACKING*	Crack Sealing
High & Medium	*LANE / SHOULDER DROP*	Shoulder leveling
High	*L & T CRACKING*	Shallow Patching
Medium	*L & T CRACKING*	Crack Sealing
High	*PATCH/UTILITY CUT*	Deep Patching
High, Medium & Low	*POTHOLE*	Deep Patching
High	*RUTTING*	Deep Patching
Medium	*RUTTING*	Shallow Patching
High & Medium	*SHOVING*	Grinding (Localized)
High & Medium	*SLIPPAGE CRACKING*	Shallow Patching

Long-term Maintenance and Rehabilitation Categories

Long Term M&R categories include Global Preventive and Major. In these cases, the time between pavement distress identification and repair may be several years. The change in pavement condition, and even the change in identified distresses could be appreciable. Therefore specific repair strategies or proposed actions are suggested as network-level planning guidelines.

Global Preventive M&R

Global Preventive M&R are maintenance activities applied to the entire section of pavement with the primary objective of slowing the rate of deterioration. Global PM is a program of activities that preserves the investment in pavements, reduces the rate of degradation due to specific distresses, and extends the life of the pavement. Currently the City does not include Global Preventive M&R in their pavement management program. Therefore, a specific allocation of funding has not been considered in this report.

Table 11: Global Preventive M&R Policy

Severity	Description	Proposed Action
High, Medium & Low	*POLISHED AGGREGATE*	Microsurface, Sealcoat or thin overlay
High, Medium & Low	*BLEEDING*	Microsurface, Sealcoat or thin overlay
High, Medium & Low	*BLOCK CRACKING*	Microsurface, Sealcoat, Crack seal, or Rejuvenation
High, Medium & Low	*WEATHERING / RAVELING*	Microsurface, Sealcoat or Rejuvenation
High, Medium & Low	*L & T CRACKING*	Microsurface, Sealcoat, Crack seal, or Rejuvenation

Major M&R

Major M&R are maintenance activities applied to the entire section and are intended to correct or improve existing structural or functional requirements of the paved surface. It is important to note that Major M&R are the only type of maintenance activities for which the PCI values are returned to 100 after the treatment is applied.

M&R Approach

PAVER allows the user to select different approaches to identify potential projects. The **Minimum PCI** approach is basically a worst-first approach. This approach does not optimize budget spending but rather determines the funding needed to maintain the pavement condition at or above a specified minimum PCI value. The minimum value can vary based on road type or can vary in time. For example, the targeted PCI value may rise over several years in order to fund the program. In this approach the Major M&R costs are applied to each road section when the PCI is projected to reach the specified minimum value. Once this point is reach and Major M&R is applied, the PCI score is reset to 100 and no further treatment is applied until the minimum PCI is once again reached.

The **Critical PCI** approach is based on the concept that it is more cost-effective to maintain pavements above the ***critical*** PCI rather than below. The critical PCI is the point in the life of the pavement where the condition begins to rapidly deteriorate. The critical PCI and also be viewed as the point where the cost of local preventive maintenance starts to significantly increase. Typically the critical PCI ranges from 50 to 75. Using this approach, PAVER is attempting to optimize the M&R budget using the following priority of M&R categories:

1. Localized safety measures (Considered part of Cocoa's routine operating budget)
2. Localized Preventive (Considered part of Cocoa's routine operating budget)

3. Global preventive
4. Major above critical PCI
5. Major below critical PCI

After checking a section's PCI score in relation to the critical PCI, PAVER checks for structural deficiency. Structural deficiency is defined for asphalt pavement in the critical PCI approach as:

- Alligator Cracking (L, M & H) >0.5%
- Patching (M & H) >10%
- Potholes (L, M & H) >0.1%
- Rutting (M & H) >1.0%

For concrete pavement, structural deficiency is defined as

- Large Patching (M & H) >10%
- Corner Break (L, M & H) >5%
- Divided (shattered slabs) (L, M & H)
- Punchout (M & H)

Pavement Treatment Matrix

Many agencies have developed simplified decision trees or decision matrices relating the general type of pavement M&R with distress conditions. These decision matrices can be used to assist in the project planning phase of pavement management. A decision matrix developed for the City is depicted below and consists of the five PCR Groups including a consideration of structural deterioration. The proposed treatment types are those currently used by the City.

Table 12: Decision Matrix for Asphalt

Treatment Type	Structural Deterioration	PCR Condition Group
No Work	No	100-81 (**Good**)
Localized Safety measures considered part of routine operating budget	Yes	
Localized Preventive measures considered part of routine operating budget	No	80-61 (**Satisfactory**)
Localized Preventive Maintenance - Localized Repairs, Full Depth Patching, Crack Seal	Yes	
Major Maintenance (above Critical PCI) – Overlay, Mill and Overlay	No	60-41 (**Fair**)
Major Maintenance (below Critical PCI) – Structural Overlay or Mill and Structural Overlay with Localized Base Repairs	Yes	
Major Maintenance (below Critical PCI) – Structural Overlay or Mill and Structural Overlay	No	40-21 (**Poor**)
Major Maintenance (below Critical PCI) – Structural Overlay or Mill and Structural Overlay with Localized Base Repairs	Yes	
Major Maintenance (below Critical PCI) – Mill and Overlay	No	20-0 (**Failed**)
Major Maintenance (below Critical PCI) – Mill and Overlay with Extensive Base Repairs, Full Depth Reclamation, Complete Reconstruction	Yes	

Funding Scenarios

PAVER uses cost per work type for project level and short term planning. Cost per condition is used for long term planning and to estimate budget needs. These costs are entered in PAVER in policy tables. The cost data used in this report are based on historic bid data provided by City staff, and the Brevard County Cooperative bid for asphalt products.

Table 13 below is a summary of the unit costs used in this report and provide the foundation for conducting the budget analysis. This table represents "cost by condition" where the condition of a section of pavement is known, but the exact treatment is not known.

Table 13: Major M&R Unit Costs and PCI

PCI	Typical M&R Strategy	Unit Cost per Sq. Ft. (Collector)	Unit Cost per Sq. Ft. (Residential)
100	No Work	$0.00	$0.00
90	Preventive / Localized Repairs / Patching (crack seal, rejuvenation)	$0.10	$0.10
80		$0.21	$0.21
70	Overlay or Mill and Overlay with Localized Base Repairs	$1.00	$1.00
60		$1.68	$1.68
50		$2.06	$2.06
40	Mill and Overlay with Extensive Base Repairs or Reconstruction	$3.00	$3.00
30		$3.36	$3.36
20		$3.36	$3.36
10		$4.00	$4.00
0		$4.50	$4.50

Table 14 below is a summary of the "cost by work type." These costs are used for project concepts for specific roadways and a specific implementation year.

Table 14: M&R Unit Costs and PCI

Treatment Strategy	Unit Cost per Sq. Ft. (Collector)	Unit Cost per Sq. Ft. (Residential)
1-inch Overlay	$0.69	$0.69
2-inch Overlay	$1.37	$1.37
3-inch Overlay	$2.06	$2.06
1-inch Mill and Overlay	$1.00	$1.00
2-inch Mill and Overlay	$1.68	$1.68
3-inch Mill and Overlay	$2.37	$2.37
Full Depth Reclamation	$3.36	$3.36
ADA and Sidewalks	$0.55	$0.55

Note that while these cost estimates are based on the best available information, they do not include additional expense items which may be necessary such as drainage improvements. A line item has been added to reflect the cost of improvements as may be required by the US Dept. of Justice to meet the Americans with Disabilities Act (ADA). This cost was based on an

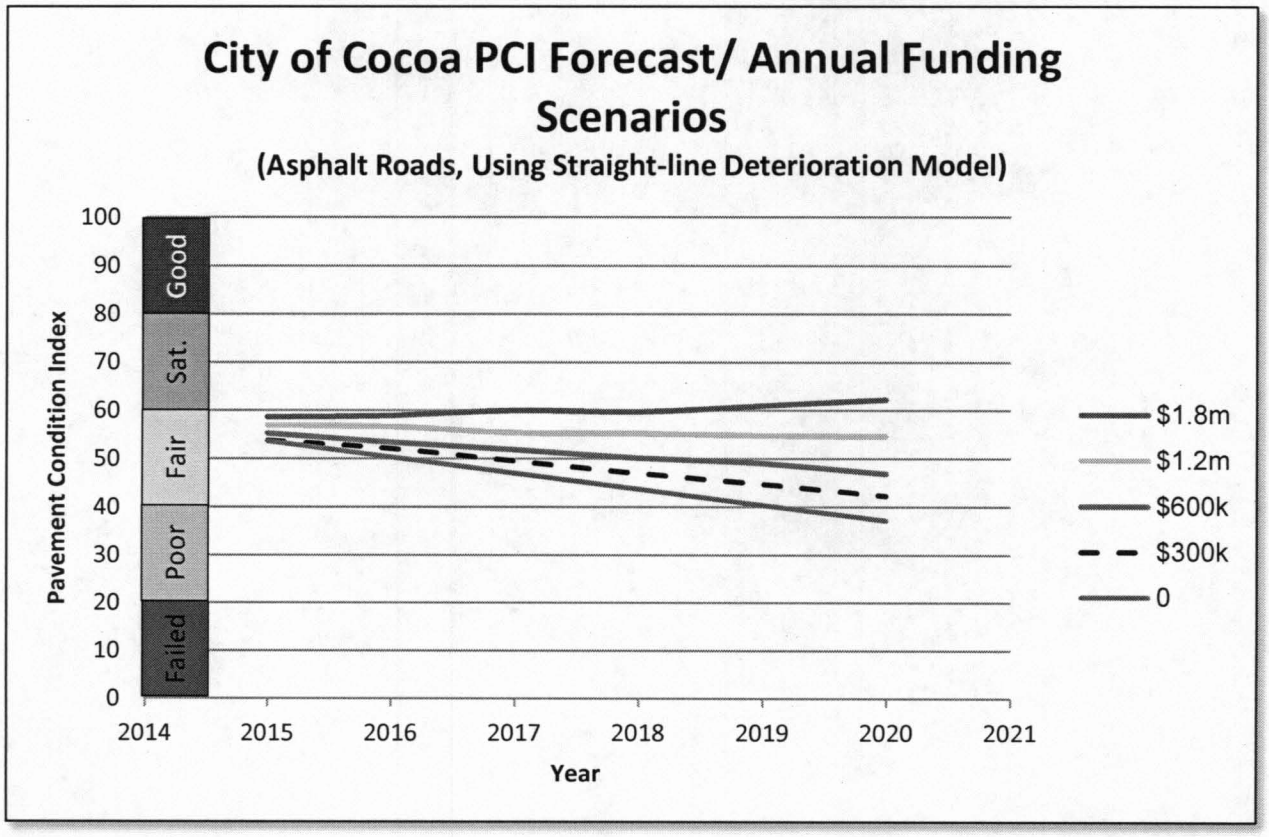
approximate cost of $6.00 per linear foot of sidewalk. This value was then converted to an equivalent cost per square foot of pavement area.

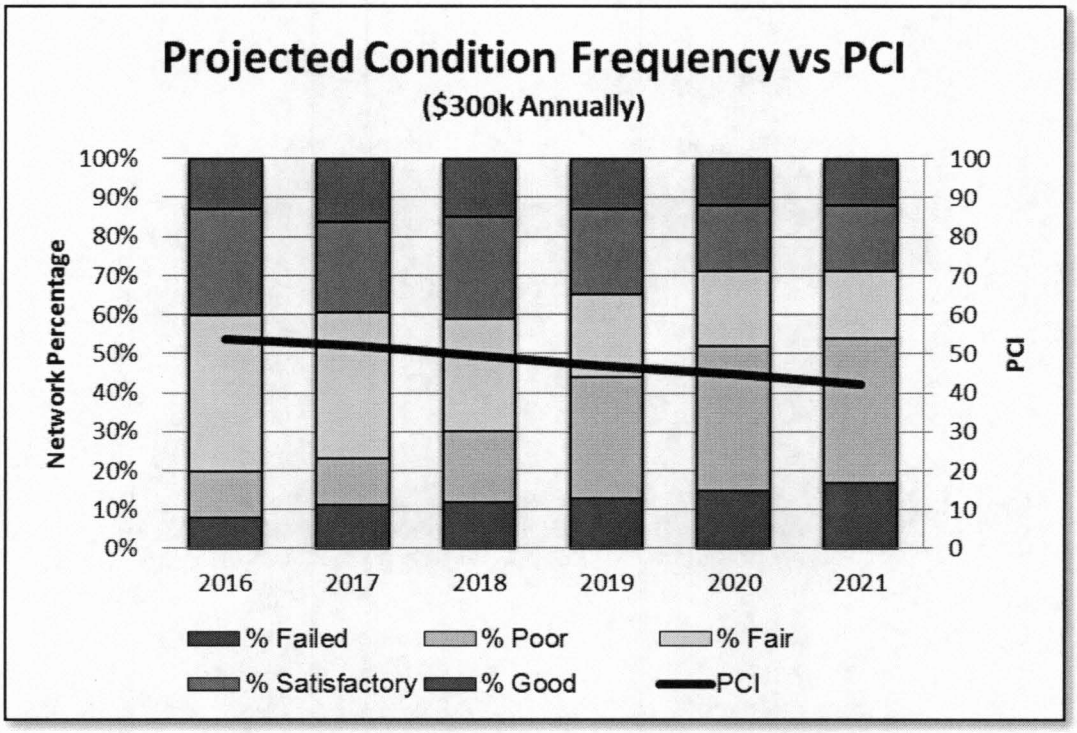
Budget Findings

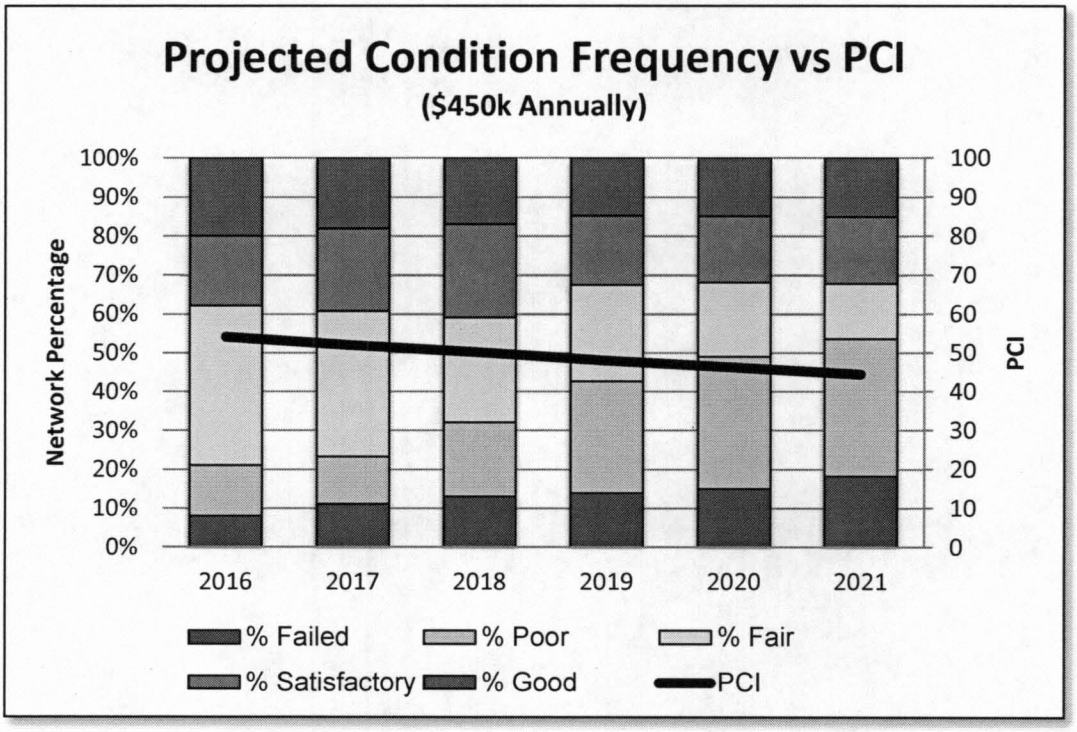
Five different funding scenarios are presents below. An anticipated annual budget of $300,000 was used as the base scenario. The remaining scenarios are multiples (0x, 2x, 4x, and 6x) of the anticipated $300,000 base. The 0x scenario represents a "do nothing" option. Additionally, each scenario assumes the annual funding is available for both Global and Major Maintenance & Rehabilitation (M&R).

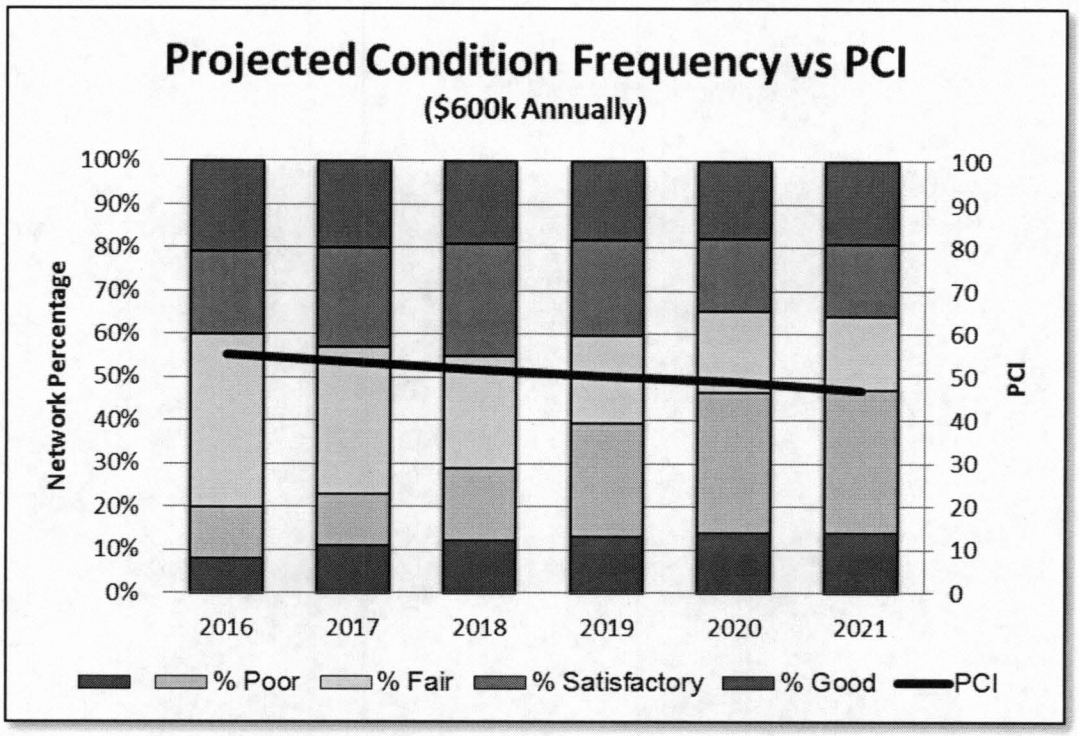
For each scenario and each time period (2016 through 2020), available scenario funding is allocated to roadway sections following the Critical PCI approach described previously. Sections selected for Global M&R have the PCI adjusted based on the anticipated pavement life extension of the Global treatment, and for road sections selected for Major Maintenance & Rehabilitation (M&R), the PCI is reset to 100. In addition, the deterioration model assigned to each road section is applied for each time step in the scenarios to simulate the continued deterioration of the pavement network.

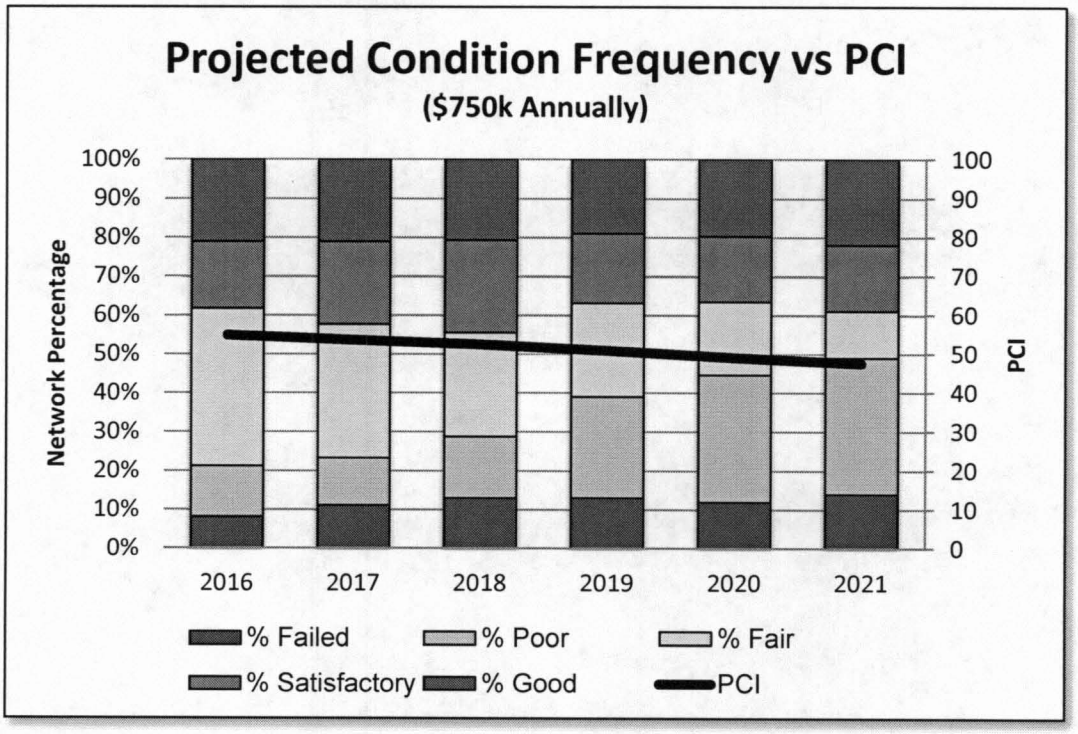
Based on the analysis, network condition deterioration is expected to continue if the funding level remains near $300,000 annually. An increase in annual funding to approximately $1.2m is necessary in order to stabilize the network at the current condition. Results of the funding evaluations are presented in the figures below.

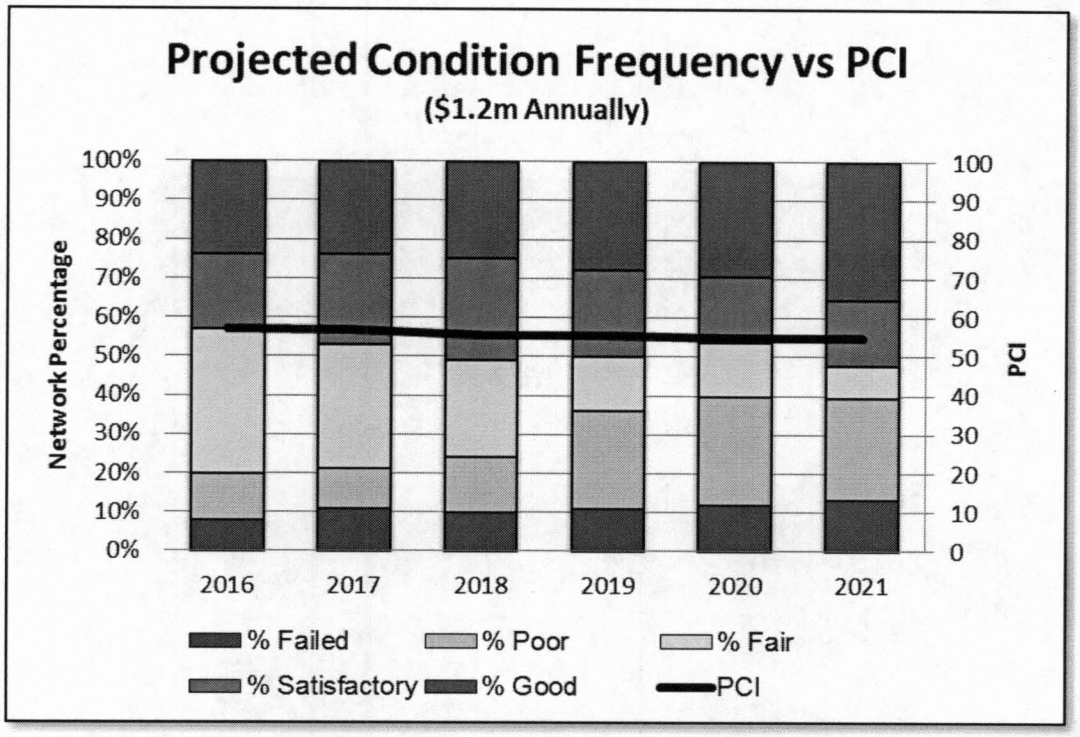


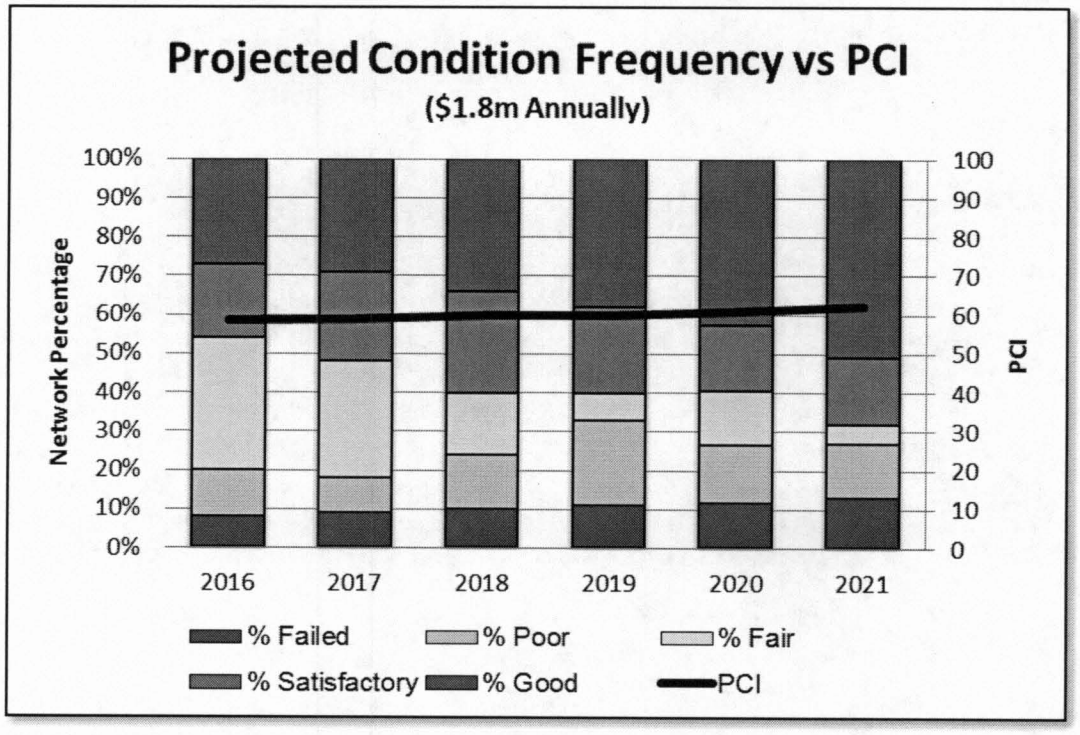

Projected Condition Frequency vs PCI
($300k Annually)
Network Percentage
PCI
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
100
90
80
70
60
50
40
30
20
10
0
2016
2017
2018
2019
2020
2021
% Failed
% Poor
% Fair
% Satisfactory
% Good
PCI


Projected Condition Frequency vs PCI
($450k Annually)
Network Percentage
PCI
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
100
90
80
70
60
50
40
30
20
10
0
2016
2017
2018
2019
2020
2021
% Failed
% Poor
% Fair
% Satisfactory
% Good
PCI


Projected Condition Frequency vs PCI
($600k Annually)
Network Percentage
PCI
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
100
90
80
70
60
50
40
30
20
10
0
2016
2017
2018
2019
2020
2021
% Poor
% Fair
% Satisfactory
% Good
PCI


Projected Condition Frequency vs PCI
($750k Annually)
Network Percentage
PCI
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
100
90
80
70
60
50
40
30
20
10
0
2016
2017
2018
2019
2020
2021
% Failed
% Poor
% Fair
% Satisfactory
% Good
PCI


Projected Condition Frequency vs PCI
($1.2m Annually)
Network Percentage
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
PCI
100
90
80
70
60
50
40
30
20
10
0
2016
2017
2018
2019
2020
2021
% Failed
% Poor
% Fair
% Satisfactory
% Good
PCI


Projected Condition Frequency vs PCI
($1.8m Annually)
Network Percentage
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
PCI
100
90
80
70
60
50
40
30
20
10
0
2016
2017
2018
2019
2020
2021
% Failed
% Poor
% Fair
% Satisfactory
% Good
PCI

Maintenance and Rehabilitation Plan

Pavement Treatment Suggestions

The following treatments are suggest to be included in the City's pavement program and are presented in very general terms.

Overlay / Mill and Overlay

This pavement treatment application is a process where a new layer of asphalt pavement is added to an existing surface, or the surface is milled, and replaced by a new layer of asphalt pavement. The pavement service life extension of this process is normally considered to be 12 to 14 years. Typically, a Florida Department of Transportation asphalt specified pavement is applied in this process. The amount of time needed to perform an asphalt overlay process will vary depending on the size of the project. Once the surface area is milled away, the area is swept or cleaned with a pavement broom or surface vacuum truck. Then the area to be resurfaced is prepared to receive the new surface by applying a thin asphalt emulsion tack coat. In the next step, the new surface is placed with an asphalt paver. Finally, the placed pavement is then immediately compacted with a steel wheeled roller and followed by a pneumatic tire roller to compact the asphalt per the pavement specification being used on the project. Testing and field inspection is normally performed in the treatment process to ensure the contractor has provided a product and pavement that was satisfactorily in accordance with the pavement specification. This process is considered Major M&R because it provides replaced or additional structural capacity. As a result, the PCI of the roads is reset to 100.

Full-Depth Reclamation and Cold In-place Recycling

Full-Depth Reclamation (FDR) and Cold In-place Recycling (CIR) are very similar processes. In both cases a portion of the base material is uniformly crushed, pulverized and blended with the existing surface asphalt to form a new composite base material. The new composite material can be mixed with an asphalt emulsion or calcium chloride to increase the stability of the new base. This process completely rehabilitates and reinforces the structural strength of the underlying base of the road. The new road base is then surfaced with conventional asphalt equipment. The major benefits in these methods are that the road base is rehabilitated and existing material are recycled on-site negating the expense of removing and disposing of the material off-site.

Polymer Modified Slurry Seal (Microsurface)

Microsurfacing involves laying a mixture of dense-graded aggregate, asphalt emulsion, water, polymer additive, and mineral fillers to correct or prevent certain deficiencies in pavement conditions. Microsurfacing is in the same category of pavement treatments as seal coating and thin hot mix asphalt (HMA) overlays. The treatment may be as thin as 3/8 inch and can fill wheel ruts up to 2 inches deep using multiple passes.

Microsurfacing is similar to slurry seals, however, slurry seals cure through a thermal process while microsurfacing uses a chemically process. The use of a polymer-modified binder results in more stability allowing microsurfacing to be placed in multiple lifts. Microsurfacing is generally classified as a preventative maintenance treatment as opposed to a corrective maintenance treatment [5]. Due to this classification by agencies involved in road repair and maintenance, microsurfacing is most often used as a surface treatment to correct rutting,

improve surface friction, and extend pavement life by sealing any cracks in the pavement surface.

Rejuvenation

As asphalt ages, the asphalt binder starts to oxidize and becomes brittle. This is the weathering process. The brittleness of the asphalt can cause the aggregate to dislodge. This is raveling. The purpose of a rejuvenator is to soften the stiffness of the oxidized pavement surface to extend the life of the pavement. The rejuvenator product must be able to soften the upper 3/8-inch to ½-inch and add maltenes into the pavement. Rejuvenators should be allied to relatively new asphalt and then re-applied periodically (every 5 to 10 years). Rejuvenators should not be applied to roads that have had polymer modified slurry seal applied.

Project Suggestions

Selection of specific projects is an iterative process that most incorporate technical and non-technical information. Data collected in this PMP plays a very important role in the decision process, but as pointed out in *Pavement Management for Airports, Roads, and Parking Lots* by M.Y. Shahin, 2005, "the PCI by itself is not sufficient to identify the needed specific M&R type." A single numeric value such as the PCI can indicate a general level of M&R needs, but it is also important to understand the cause (structural, climate, or other) of individual distresses that make up the PCI score. Additional factors such as funding, political desires, citizen complaints, etc. often influence project selection.

The historic treatments used by the City are sound and cost effective practices. The City has used asphalt overlays with and without milling for major rehabilitation along with Microsurfacing as a preventive measure. Mill and overlays can provide a very good and long lasting treatment, although it typically is not designed to resolve structural deficiencies. It is recommended that the City:

- ✓ Continue their program of Mill and Overlay on roads that have little or no structural deficiencies.
- ✓ Expand preventive maintenance treatments including crack sealing, microsurfacing, rejuvenator application, and rejuvenating fog sealing for pavements that are in good condition.
- ✓ Implement a robust program that would include Mill and Overlay with deep patching, Full Depth Reclamation, Cold In-place Recycling, or complete reconstruction for roads with structural deficiencies.
- ✓ Conduct geotechnical evaluation and design for all roads that have structural deficiencies prior to selection of a final pavement treatment.

Appendix B contains a list of specific road sections that were selected as potential projects. The selection of these sections started with the Critical PCI project selection methodology used in PAVER and the assumed annual budget target of $300,000. Roadway sections were subsequently grouped into logical conceptual projects that considered available budget and anticipated treatments. The majority of conceptual project pavement treatments are a 2-inch mill and overlay. Where necessary, consideration was given for base repairs or sidewalk improvements. City staff provided invaluable input into project concept development and prioritization.

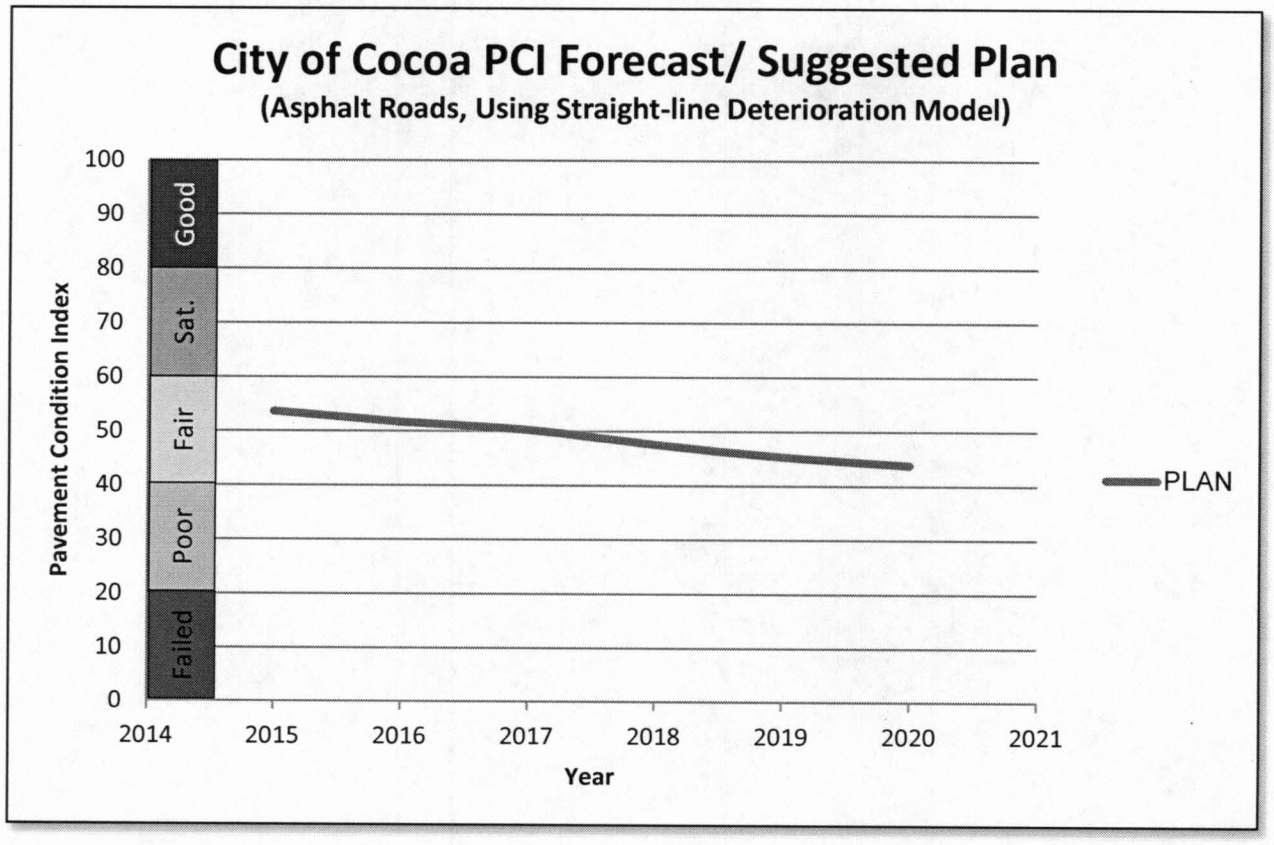
The PLAN budget was based on a *target* of $300,000 per year. The PLAN budget inevitably varied slightly due to the grouping of project concepts. Table 15 shows the total amount of the identified projects versus the budget used in PAVER.

Table 15: PLAN Budget

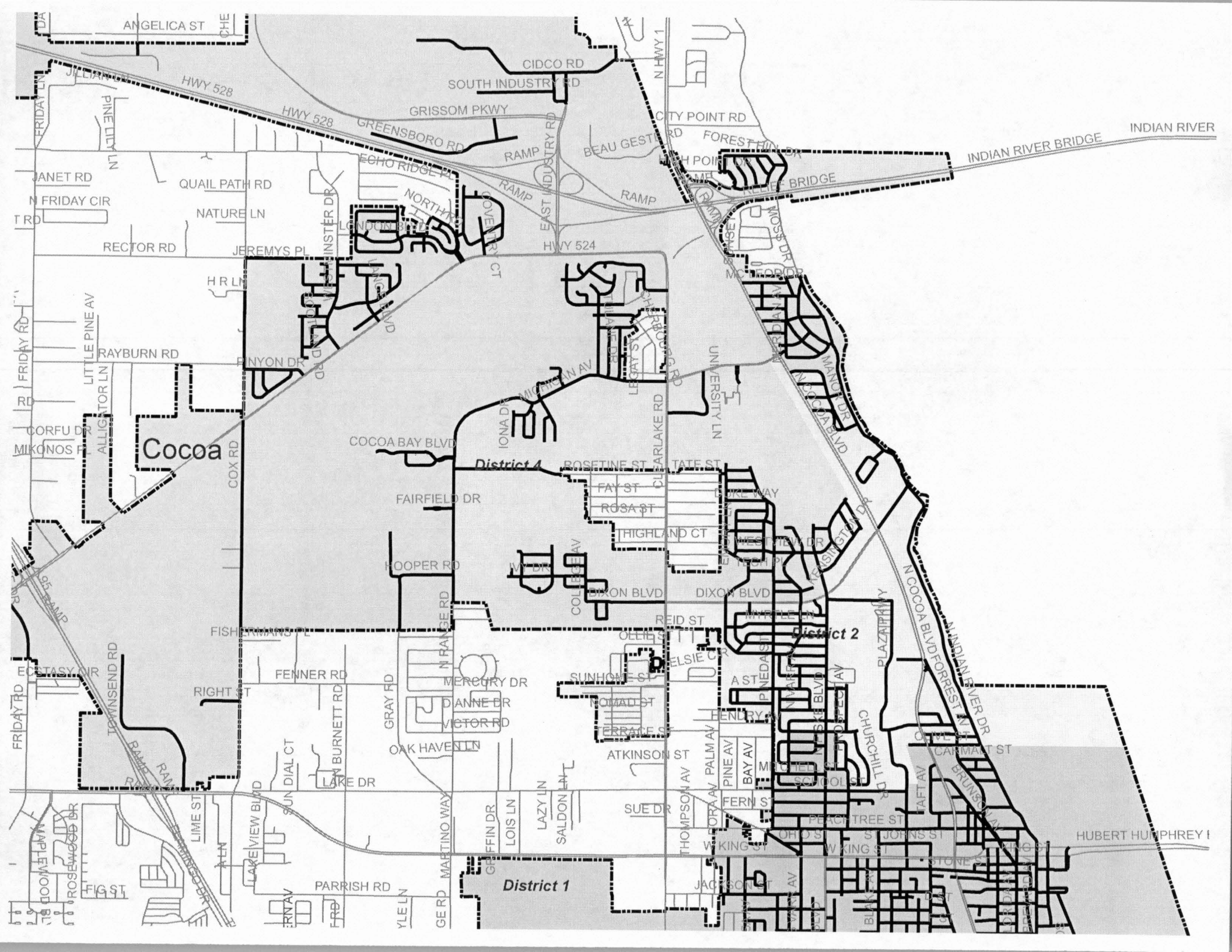
Year	Identified Project Amount	Budget Amount
FY 16	$295,030	$300,000
FY 17	$302,314	$303,000
FY 18	$311,359	$312,000
FY 19	$309,624	$310,000
FY 20	$230,035	$300,000

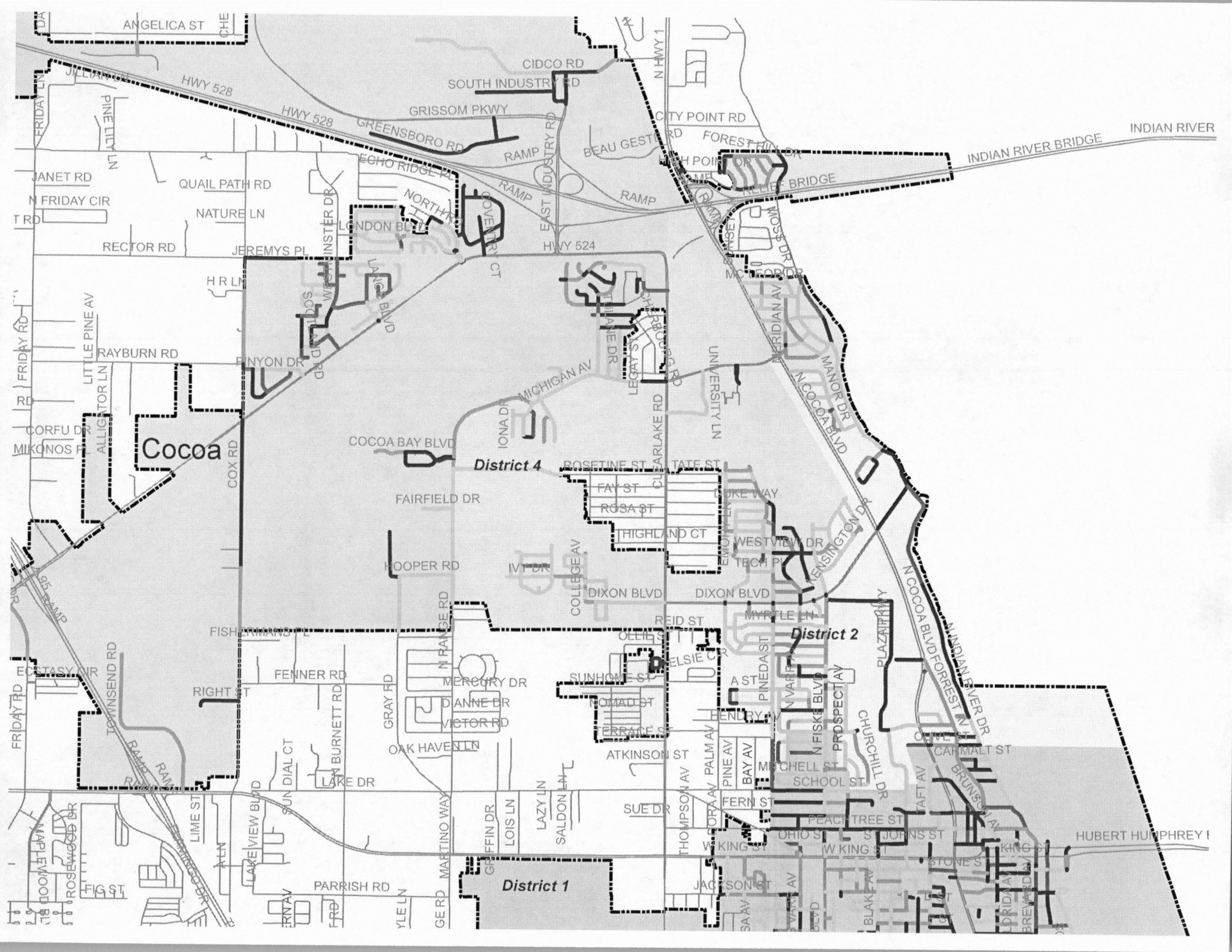
The resulting projected PCI based on this set of projects and PLAN budget is depicted in Figure 8 below. As can be seen in the figure, the City's PCI can be expected to continue to deteriorate from the mid-50s to the mid to low-40

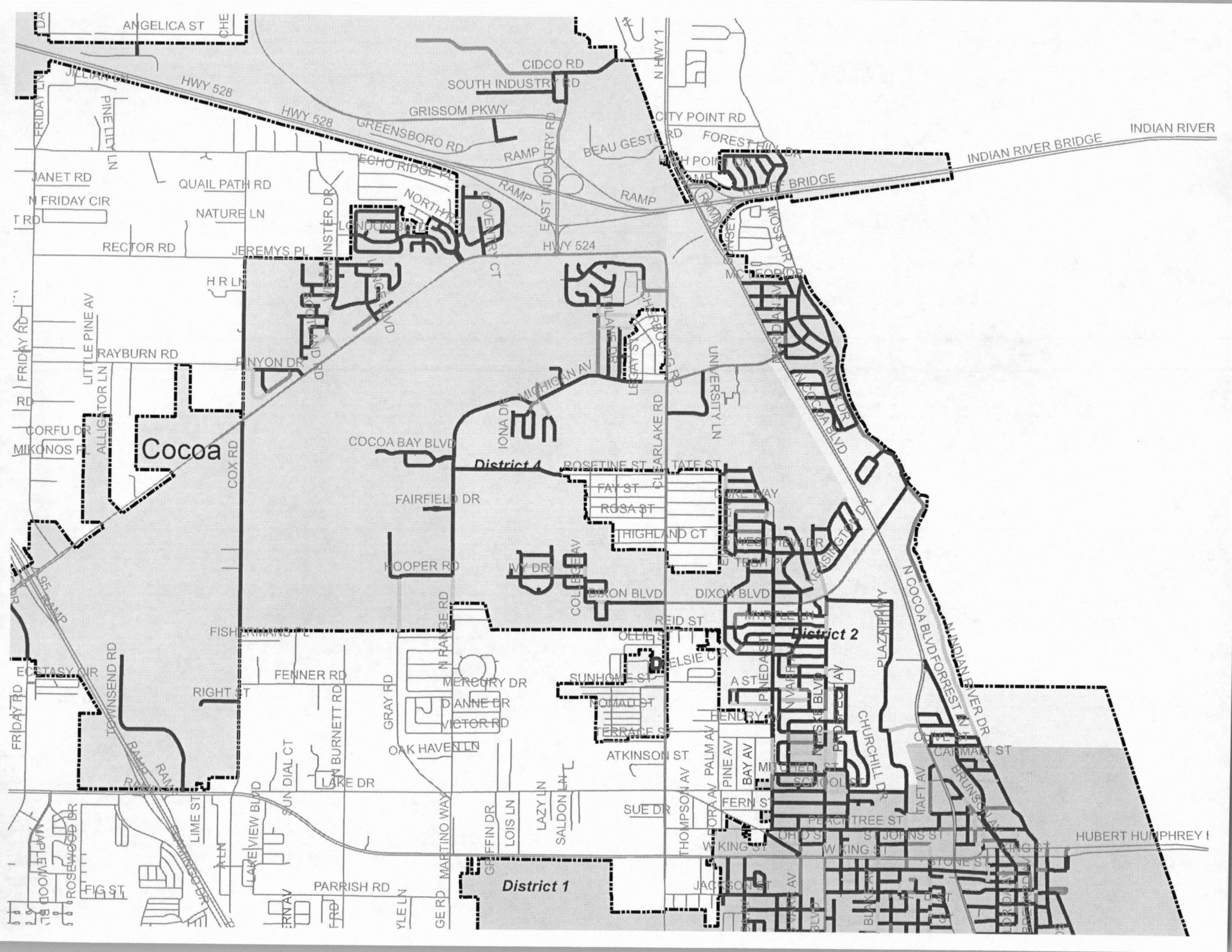
Figure 8: Proposed Projects / PCI Forecast



Appendix A - Maps


Cocoa
District 1
District 2
District 4
ANGELICA ST
HWY 528
GRISSOM PKWY
GREENSBORO RD
CIDCO RD
SOUTH INDUSTRY RD
CITY POINT RD
FOREST HILL DR
INDIAN RIVER
INDIAN RIVER BRIDGE
RELIEF BRIDGE
RAMP
ECHO RIDGE PL
NORTHAMPTON CT
HWY 524
JANET RD
QUAIL PATH RD
N FRIDAY CIR
NATURE LN
RECTOR RD
JEREMYS PL
H R LN
RAYBURN RD
PINYON DR
LITTLE PINE AV
ALLIGATOR LN
FRIDAY RD
CORFU DR
MIKONOS PL
COX RD
COCOA BAY BLVD
FAIRFIELD DR
HOOPER RD
ROSETINE ST
TATE ST
FAY ST
ROSA ST
HIGHLAND CT
DIXON BLVD
REID ST
OLLIE ST
ELSIE CIR
A ST
SUNHOME ST
TOMALL ST
TERRACE ST
ATKINSON ST
HENRY AV
PINE AV
BAY AV
PALM AV
THOMPSON AV
FERN ST
PEACH TREE ST
W KING ST
JACKSON ST
SUE DR
SALDON LN
LAZY LN
LOIS LN
GRIFFIN DR
MARTINO WAY
N RANGE RD
GRAY RD
MERCURY DR
DIANNE DR
VICTOR RD
OAK HAVEN LN
FENNER RD
RIGHT ST
ECSTASY CIR
TOWNSEND RD
N BURNETT RD
SUN DIAL CT
LAKE DR
LAKEVIEW BLVD
LIME ST
FIG ST
PARRISH RD
ROSEWOOD DR
MAPLEWOOD DR
I-95
RAMP
N HWY 1
N COCOA BLVD
MANATEE DR
MONTEREY DR
UNIVERSITY LN
MICHIGAN AV
IONA DR
CLARLAKE RD
LEGACY ST
COLLEGE AV
DIXIE WAY
WEST VIEW DR
TROPICAL TRL
MISSISSIPPI DR
PLAZA AV
PINEDA ST
MARIE ST
CHURCHILL DR
CARMALT ST
BRUNSWICK AV
TAFT AV
SCHOOL ST
MAGNOLIA AV
N COCOA BLVD FORREST AVE
INDIAN RIVER DR
HUBERT HUMPHREY


Cocoa
District 1
District 2
District 4
ANGELICA ST
HWY 528
GRISSOM PKWY
GREENSBORO RD
CIDCO RD
SOUTH INDUSTRY RD
CITY POINT RD
INDIAN RIVER
INDIAN RIVER BRIDGE
JANET RD
QUAIL PATH RD
N FRIDAY CIR
NATURE LN
RECTOR RD
JEREMYS PL
LONDON BLVD
HWY 524
H R LN
RAYBURN RD
PINYON DR
MICHIGAN AV
COCOA BAY BLVD
FAIRFIELD DR
HOOPER RD
IVY DR
DIXON BLVD
REID ST
MYRTLE LN
FENNER RD
RIGHT ST
MERCURY DR
D ANNE DR
VICTOR RD
OAK HAVEN LN
SUNHOME ST
TOMALI ST
TERRACE ST
ATKINSON ST
HENRY AV
A ST
PROSPECT AV
MITCHELL ST
SCHOOL ST
FERN ST
PEACHTREE ST
OHIO ST
W KING ST
S JOHNS ST
CARMALT ST
BRUNSON AV
HUBERT HUMPHREY
LAKE DR
SUE DR
LAZY LN
SALDON LN
LOIS LN
GRIFFIN DR
MARTINO WAY
PARRISH RD
JACKSON ST
STONE ST
FIG ST
LAKEVIEW BLVD
LIME ST
ROSEWOOD DR
ROSETINE ST
TATE ST
FAY ST
ROSA ST
HIGHLAND CT
WESTVIEW DR
TECH PL
DUKE WAY
KENSINGTON DR
N COCOA BLVD
MANOR DR
MERIDIAN AV
UNIVERSITY LN
CLEARLAKE RD
LEGACY ST
HARBOR RD
MOCKINGBIRD DR
MOSS DR
ECHO RIDGE PL
NORTHAMPTON CT
COVENTRY CT
EAST INDUSTRY RD
BEAU GESTE RD
FOREST HILL DR
RAMP
N HWY 1
FRIDAY RD
LITTLE PINE AV
ALLIGATOR LN
CORFU DR
MIKONOS PL
COX RD
I-95 RAMP
TOWNSEND RD
ECSTASY CIR
GRAY RD
N RANGE RD
N BURNETT RD
SUN DIAL CT
LAKEVIEW BLVD
MARTINO WAY
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PINE AV
BAY AV
THOMPSON AV
FLORA AV
PINEDA ST
N FISKE BLVD
PLAZA PKWY
CHURCHILL DR
TAFT AV
BLAKE AV
N COCOA BLVD FORREST AV
N INDIAN RIVER DR
COLLEGE AV
IONA DR
DELSIE CIR
OLLIE CT


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NATURE LN
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JEREMYS PL
H R LN
RAYBURN RD
CANYON DR
LITTLE PINE AV
ALLIGATOR LN
FRIDAY RD
CORFU DR
MIKONOS PL
COX RD
COCOA BAY BLVD
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IONA DR
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UNIVERSITY LN
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HOOPER RD
IVY DR
COLLEGE AV
DIXON BLVD
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ELSIE CT
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PINEDA ST
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D ANNE DR
VICTOR RD
OAK HAVEN LN
LAKE DR
SUE DR
GRAY RD
N RANGE RD
TOWNSEND RD
ECSTASY CIR
FRIDAY RD
SUN DIAL CT
N BURNETT RD
LAKEVIEW BLVD
LIME ST
ROSEWOOD DR
FIG ST
PARRISH RD
MARTINO WAY
GRIFFIN DR
LOIS LN
LAZY LN
SALDON LN
I-95
RAMP
N HWY 1
EAST INDUSTRY RD
BEAU GEST RD

Appendix B – Suggested Project Sections

FY 16

PROJECT ID	Branch Name	UNIQUEID	Section From	Section To	Length Miles
2016 Florida S (Utilities) (2016)	FORREST AV	0585-035	KING	WILLARD	0.05
		0585-025	OLEANDER	KING	0.05
		0575-015	LEMON	STONE	0.04
		0575-040	ROSA L JONES	TRAVIS	0.05
		0575-035	TRAVIS	ST CHARLES	0.05
		0575-030	ST CHARLES	FACTORY	0.05
		0575-025	FACTORY	ORANGE	0.07
		0575-045	OAK PARK MHP	ROSA L JONES	0.04
		0575-050	ALLISON	OAK PARK MHP	0.02
		0585-030	KING	WILLARD	0.05
		0575-010	STONE	OLEANDER	0.04
		0575-020	ORANGE	LEMON	0.04
					0.54
2016 Peachtree E (Utilities) (2016)	PEACHTREE ST	1095-010	INDIAN RIVER	FLORIDA	0.04
		1095-030	LEGION	FIRST	0.03
		1095-025	RIDGEWAY	LEGION	0.04
		1095-015	FLORIDA	FORREST	0.13
		1095-035	FIRST	COCOA	0.06
		1095-020	FORREST	RIDGEWAY	0.03
					0.32
2016 IRD - Willard to 1025 (Utilities) (2016)	N INDIAN RIVER DR	0975-025	PARKWAY	CARMALT	0.06
		0975-042	SUNRISE	ADDR 1025	0.68
		0975-015	MULBERRY	MITCHELL	0.14
		0975-010	PEACHTREE	MULBERRY	0.12
		0975-005	WILLARD	PEACHTREE	0.11
		0975-020	MITCHELL	PARKWAY	0.06
		0975-030	CARMALT	OLIVE	0.08
		0975-035	OLIVE	HIGHLAND	0.04
		0975-040	HIGHLAND	SUNRISE	0.10
					1.38
2016 IRD 1025 to Dixon (2016)	N INDIAN RIVER DR	0975-045	ADDR 1025	DIXON	0.50
					0.50
2016 IRD IR Circle to McLeod (2016)	N INDIAN RIVER DR	0975-075	CARLETON	MACFARLAND	0.18

		0975-065	BEVERLY	COQUINA	0.24
		0975-055	INDIAN	CIRCLE	0.17
		0975-070	COQUINA	CARLETON	0.14
		0975-080	MACFARLAND	CITY LIMIT	0.03
		0975-060	CIRCLE	BEVERLY	0.16
					0.94

2016 Riverside (2016)	RIVERSIDE DR	1215-015	OAK	CITY LIMIT	0.06
		1215-010	OAK	DERBY	0.06
		1215-005	DERBY	CHURCH	0.17
					0.29

FY 17

PROJECT ID	Branch Name	UNIQUEID	Section From	Section To	Length Miles
2017 Fiske N, Phase 1 (2017)	N FISKE BLVD	0965-005	CRESTVIEW	AZALEA	0.03
		0965-050	HIGHLAND	AVON	0.05
		0965-055	AVON	HILLCREST	0.05
		0965-060	HILLCREST	BRISTOL	0.10
		0965-065	CRESTVIEW	HICKORY	0.02
		0965-070	HICKORY	CRESTVIEW	0.02
		0965-075	BRISTOL	CRESVIEW	0.04
		0965-080	CYPRESS	ALAMANDA	0.05
		0965-085	ALAMANDA	WILLOW	0.05
		0965-090	WILLOW	MYRTLE	0.05
		0965-095	AZALEA	CYPRESS	0.05
		0965-100	MYRTLE	JAPONICA	0.05
		0965-105	JAPONICA	CRESTVIEW	0.08
		0965-110	CRESVIEW	DIXON	0.02
					0.64

2017 Forest Hills Global (2017)	BUCKINGHAM LN	0190-005	WESTCHESTER	FOREST HILL	0.16
	FAIRFAX LN	0540-005	WESTCHESTER	FOREST HILL	0.11
	FOREST HILL DR	0580-005	RIVER POINT	FAIRFAX	0.10
		0580-010	FAIRFAX	BUCKINGHAM	0.06
		0580-015	BUCKINGHAM	NOTTINGHAM	0.05
		0580-020	NOTTINGHAM	HIGH POINT	0.12
	NOTTINGHAM LN	1030-005	WESTCHESTER	FOREST HILL	0.17
					0.77

2017 Rosa Jones (2017)	ROSA L JONES DR	1230-085	WASHINGTON	PAW PAW	0.06
		1230-100	JOHNSON	BLAKE	0.06
		1230-095	WILSON	JOHNSON	0.07
		1230-040	JOHNSON	JOHNSON	0.00
		1230-110	HOWARD	FISKE	0.19
		1230-090	PAW PAW	WILSON	0.06
		1230-005	RAILROAD	G	0.01
		1230-075	COCOA	RAILROAD	0.09

		1230-080	G	WASHINGTON	0.15
		1230-105	BLAKE	HOWARD	0.06
					0.75

FY 18

PROJECT ID	Branch Name	UNIQUEID	Section From	Section To	Length Miles
2018 Cocoa North (2018)	ARCHER CT	0045-005	PARAPET	NORWOOD	0.05
		0045-010	NORWOOD	END	0.08
	ARNOT ST	0050-005	ARROWSMITH	STONEMONT	0.05
	ARROWSMITH DR	0055-005	WESTMINSTER	ARNOT	0.05
		0055-010	ARNOT	SCOTLAND	0.07
		0055-015	SCOTLAND	END	0.02
	BARD CT	0095-005	WESTMINSTER	END	0.03
	CROSSBOW DR	0370-005	LONGBOW	END	0.15
		0370-010	PIKE	LONGBOW	0.07
		0370-015	PIKE	LANCE	0.06
		0370-020	LANCE	WESTMINSTER	0.17
	DARA ST	0395-005	STONEMONT	PARAPET	0.05
	E MALORY CT	0470-005	LANCE	END	0.11
	HIGHTOWER CT	0670-005	LONGBOW	END	0.13
		0670-010	LONGBOW	WESTMINSTER	0.09
	LANCE BLVD	0805-010	524	MALORY	0.03
		0805-015	MALORY	CROSSBOW	0.07
		0805-020	CROSSBOW	LONGBOW	0.13
	LONGBOW RD	0845-005	CROSSBOW	LANCE	0.18
		0845-010	LANCE	HIGHTOWER	0.09
	NORWOOD CT	1025-005	ARCHER	END	0.03
	PARAPET DR	1075-005	WESTMINSTER	ARCHER	0.05
		1075-010	ARCHER	DARA	0.07
		1075-015	DARA	END	0.14
	PIKE CT	1100-005	CROSSBOW	END	0.06
	SCOTLAND RD	1315-005	SENTRY	END	0.08
		1315-010	SENTRY	ARROWSMITH	0.15
	SENTRY DR	1320-005	WESTMINSTER	SPRING	0.10
		1320-010	SPRING	SCOTLAND	0.05
	SPRING CIR	1375-005	SENTRY	WESTMINSTER	0.16
	STONEMONT DR	1410-005	WESTMINSTER	DARA	0.11
		1410-010	DARA	ARNOT	0.16
		1410-015	ARNOT	END	0.02
	W MALORY CT	1535-005	LANCE	END	0.12
					2.97

2018 Cocoa Pines (2018)	LONGLEAF RD	0850-005	PONDEROSA	PINYON	0.16
		0850-010	LONGLEAF	PINYON	0.20
	PINYON DR	1130-005	524	LONGLEAF	0.07
		1130-010	LONGLEAF	PONDEROSA	0.13
		1130-015	PONDEROSA	LONGLEAF	0.05
		1130-020	LONGLEAF	COX	0.05
	PONDEROSA ST	1150-005	LONGLEAF	PINYON	0.11
					0.78

2018 Washington (2018)	WASHINGTON ST	1555-010	STONE	W KING	0.05
		1555-015	LEMON	STONE	0.03
		1555-020	POMOLO	LEMON	0.05
		1555-025	BARBARA JENKINS	POMOLO	0.02
		1555-030	LUCAS	BARBARA JENKINS	0.02
		1555-035	D	LUCAS	0.04
		1555-040	BERNARD	D	0.03
		1555-045	E	BERNARD	0.03
		1555-050	WHALEY	E	0.03
		1555-055	F	WHALEY	0.02
		1555-060	G	F	0.05
		1555-065	ROSA L JONES	G	0.05
					0.43

2018 Westminster (2018)	WESTMINSTER DR	1585-005	HIGHTOWER	CITY LIMIT	0.03
		1585-010	524	SENTRY	0.08
		1585-015	SENTRY	SPRING	0.05
		1585-020	SPRING	ARROWSMITH	0.04
		1585-025	ARROWSMITH	CROSSBOW	0.05
		1585-030	CROSSBOW	STONEMONT	0.05
		1585-035	STONEMONT	PARAPET	0.05
		1585-040	PARAPET	BARD	0.04
		1585-045	BARD	HIGHTOWER	0.05
					0.46

FY 19

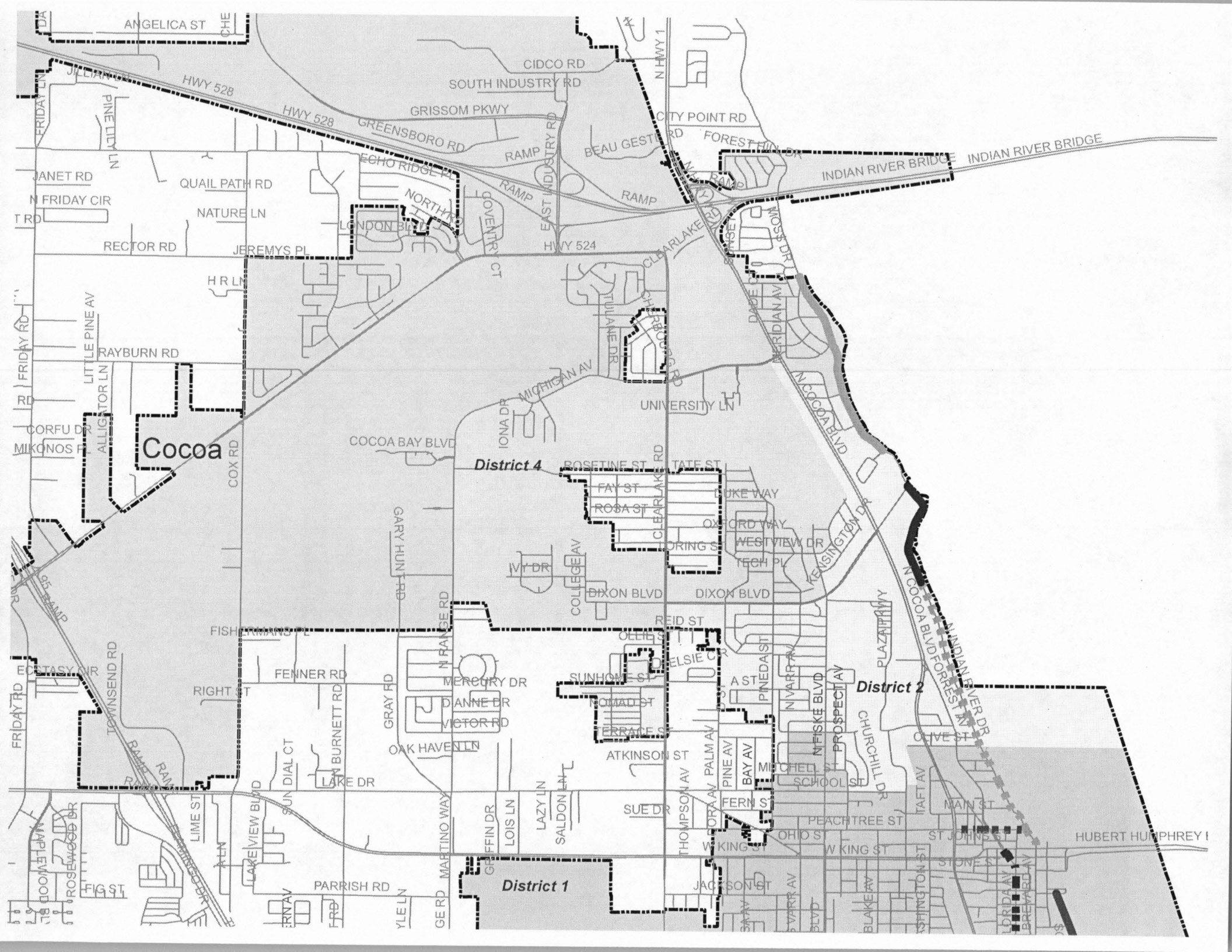
PROJECT ID	Branch Name	UNIQUEID	Section From	Section To	Length Miles
2019 Michigan Ave W (2019)	MICHIGAN AV	0925-005	CLEARLAKE	LEGAY	0.11
		0925-015	LEGAY	STANFORD	0.12
		0925-020	STANFORD	AUBURN	0.05
		0925-025	AUBURN	TULANE	0.05
		0925-030	TULANE	CLEMSON	0.17
		0925-035	MERCER	RANGE	0.04
		0925-040	CLEMSON	MERCER	0.13
					0.67

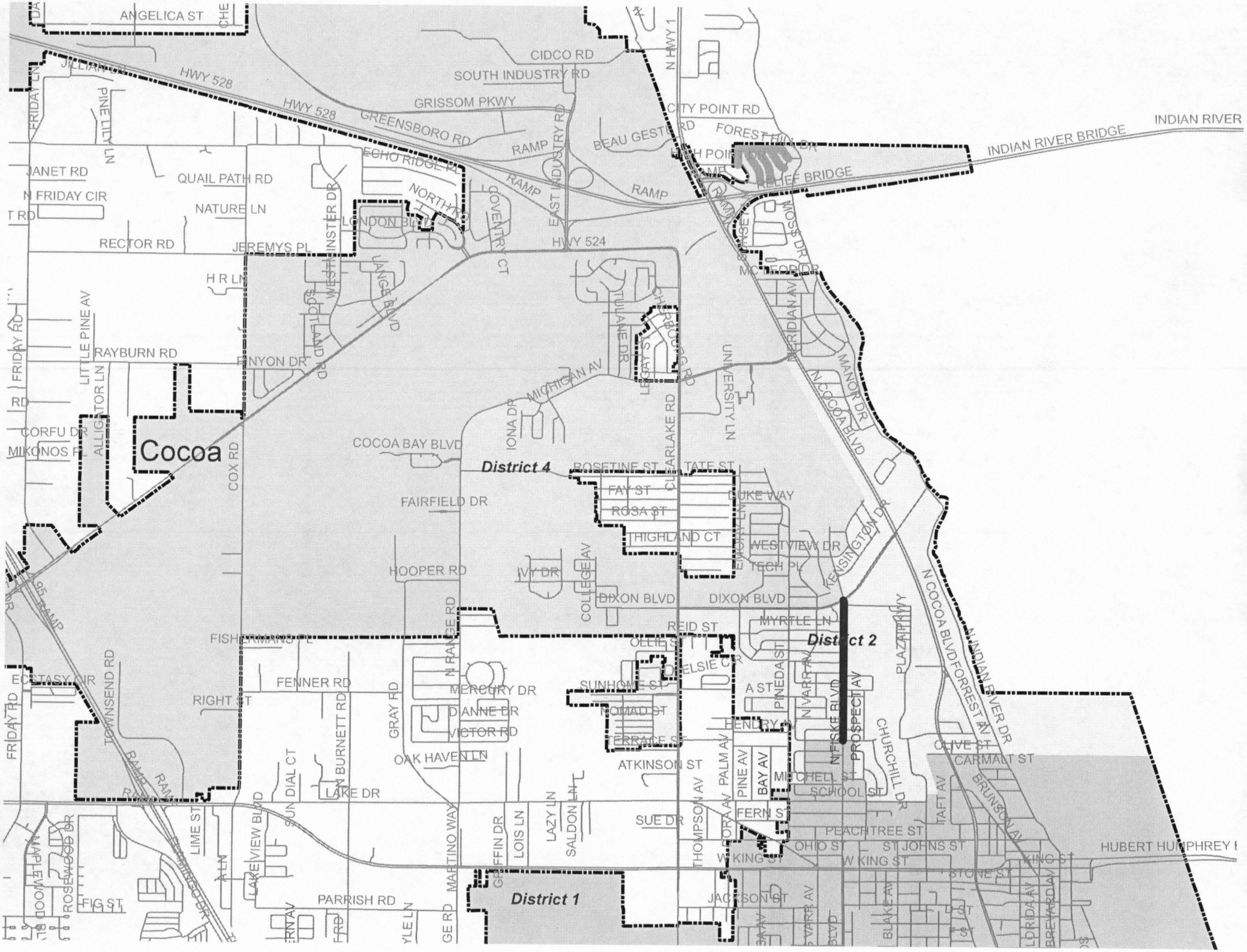
2019 Range (2019)	N RANGE RD	0980-010	HOOPER	CITY LIMIT	0.13
		0980-015	HOOPER	FAIRFIELD	0.32
		0980-020	FAIRFIELD	ROSETINE	0.19
					0.63

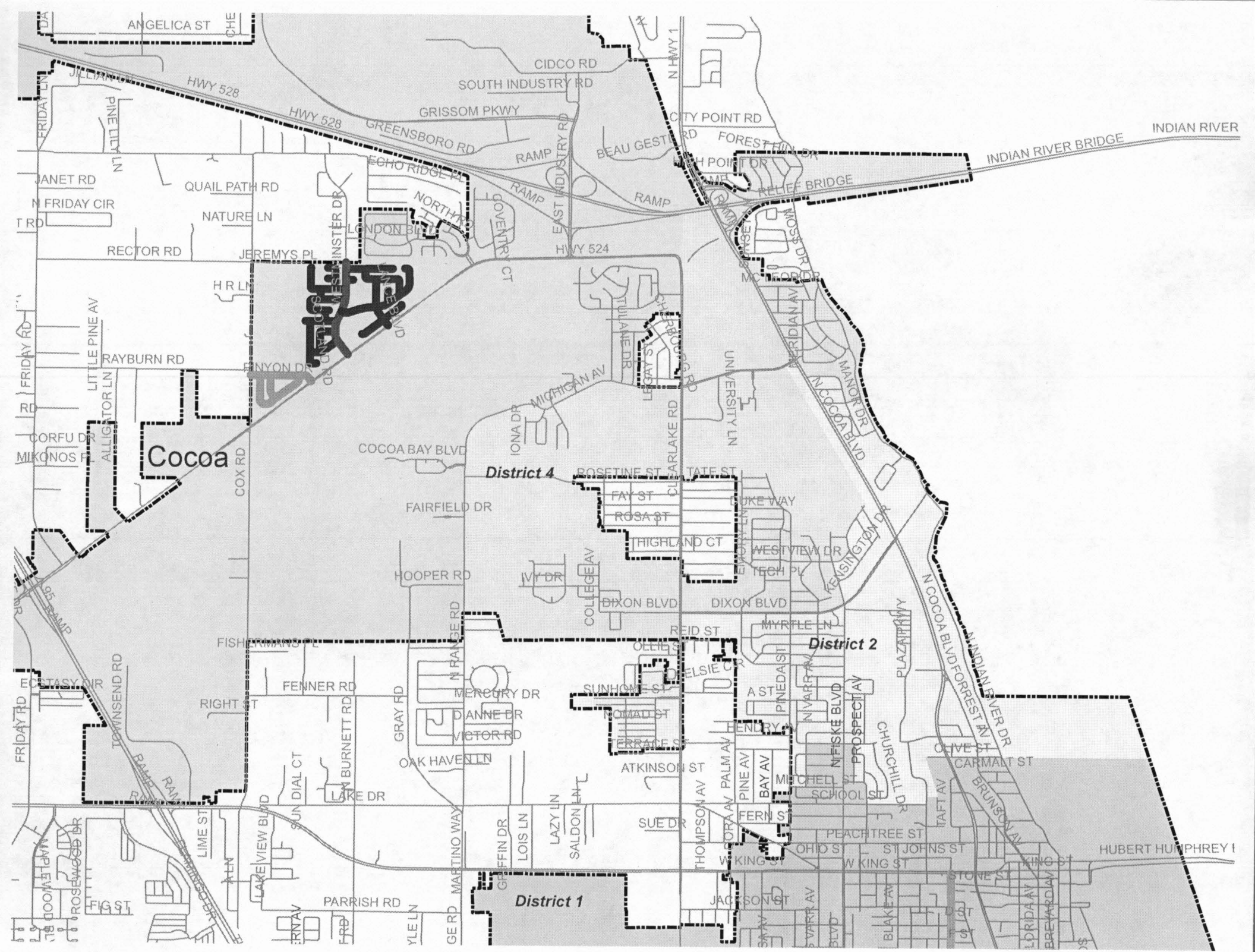
FY 20

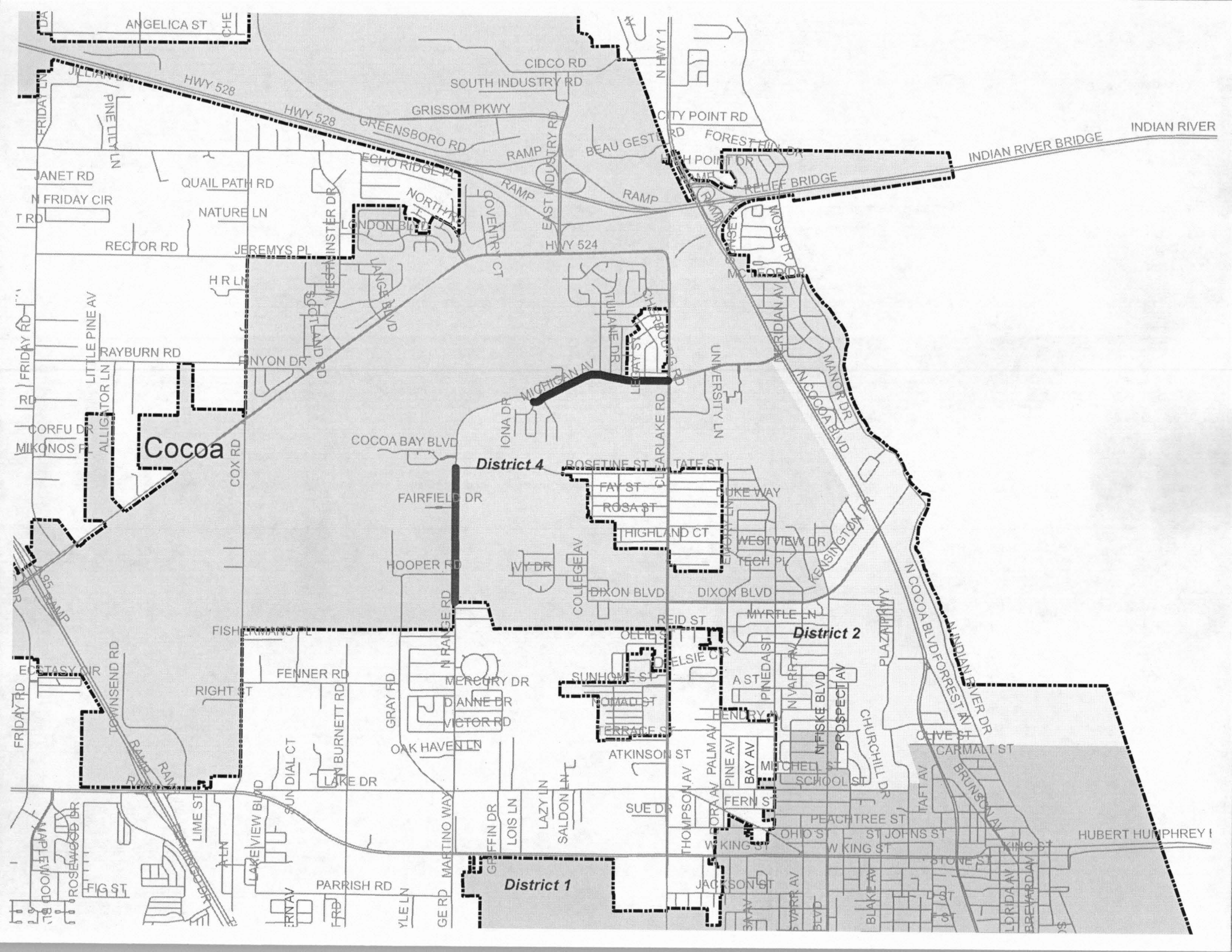
PROJECT ID	Branch Name	UNIQUEID	Section From	Section To	Length Miles
2020 Peachtree Central (2020)	PEACHTREE ST	1095-040	COCOA	THIRD	0.07
		1095-045	THIRD	WILSON	0.15
		1095-050	WILSON	BLAKE	0.13
					0.36

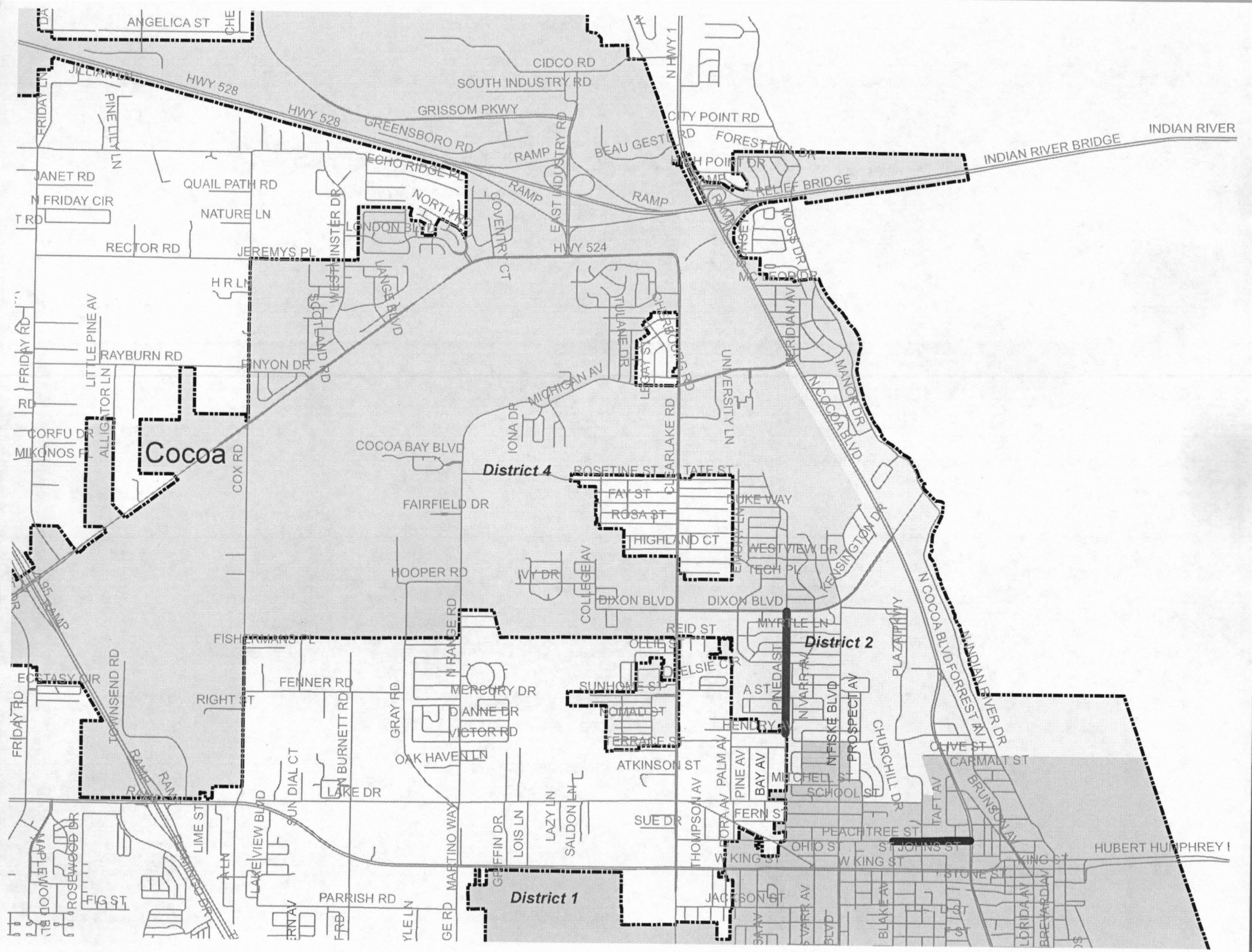
2020 Pineda, Phase 1 (2020)	PINEDA ST	1120-045	HENDRY	C	0.10
		1120-050	C	BRISTOL	0.07
		1120-055	BRISTOL	CYPRESS	0.16
		1120-065	CYPRESS	ALAMANDA	0.04
		1120-075	ALAMANDA	WILLOW	0.04
		1120-080	WILLOW	MYRTLE	0.05
		1120-085	MYRTLE	JAPONICA	0.05
		1120-090	JAPONICA	DIXON	0.05
					0.56


Cocoa
District 1
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QUAIL PATH RD
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RECTOR RD
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UNIVERSITY LN
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FAY ST
ROSA ST
DUKE WAY
OXFORD WAY
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TECH PL
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MERCURY DR
DIANNE DR
VICTOR RD
OAK HAVEN LN
SUNHOME ST
TOMAH ST
TERRACE ST
ATKINSON ST
A ST
PINEDA ST
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N FISKE BLVD
PROSPECT AV
PLAZA HWY
CHURCHILL DR
OLIVE ST
MITCHELL ST
SCHOOL ST
FERN ST
PEACHTREE ST
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Cocoa
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KENSINGTON DR
MANOR DR
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LEGACY PL
COLLEGE AV
IVY DR
EAST INDUSTRY RD
NORTH RD
COVENTRY CT
ECHO RIDGE PL
WESTMINSTER DR
LONDON BLVD
GODLAND RD
MOSS DR
MEADOWLARK DR
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FRIDAY RD
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Legislation Details (With Text)

File #:	16-236	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	6/1/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Approve the Minutes of the Regular City Council meeting of May 24, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Minutes 05-24-16.pdf EXHIBIT A: Photos provided by D. Kettner.pdf EXHIBIT B: Project Citizen Kane Presentation.pdf EXHIBIT C: Strategic Plan Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 1, 2016
Agenda Date: June 14, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular City Council meeting of May 24, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

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

RECOMMENDED MOTION:
Approve the Minutes of the Regular City Council meeting of May 24, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

May 24, 2016

A Regular Meeting of the Cocoa City Council was held on Tuesday, May 24, 2016, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:03 p.m.

Chief Prince provided the invocation and Mayor Parrish led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Michael C. Blake	Councilman
	Tyler Furbish	Councilman
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Michael Georgio, Acting Public Works Director; Teri Butler, Finance Director; Michael Cantaloupe, Chief of Police; Gene Prince, Fire Chief;

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of May 24, 2016 (16-196)
2. Minutes: Regular Meeting of April 26, 2016 (16-197)

*** MOTION by Councilman Blake; Seconded by Councilman Furbish, to approve the Agenda for the Regular meeting of May 24, 2016 as presented and the Minutes for the Regular meeting of April 26, 2016 as written.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Recognition of the City of Cocoa for its Trash Bash 2016 participation and receiving the events top two honors, most pounds of trash collected (10,112 lbs) and number of volunteers (402). Also, to recognize two non-profit organizations for their participation and award them for their continuing efforts to serve the needs of the citizens of Cocoa FL. (16-204). (Community Services Director)

Ms. Senger provided a video presentation of the Trash Bash 2016. Mr. Tony Sasso with Keep Brevard Beautiful was in attendance along with members of Leisure Services staff to present awards to the Trash Bash winners.

Ms. Harris thanked volunteers for coming out and noted they had 412 volunteers and collected over 10,000 pounds of trash. She advised it was very difficult in choosing which two groups would win the awards.

Mr. Sasso spoke and stated that he meant everything that was said on the video and really appreciated Cocoa's partnership and support in their events.

He congratulated the first winner, Rockledge Youth Football and Cheerleading. They were presented with an award and a check from Waste Management for $500.

Ms. Harris thanked the football league and pointed out that she called them at the last minute and they came out and brought 30 volunteers with them. Anthony from the league thanked everyone and mentioned that they were always engraining into their kids to get out and get involved, and to give back to their communities.
The second winner was Redeemed Christian Outreach Church. They were awarded a plaque and a check for $500 from Waste Management.

Ms. Harris noted that Pastor Smith uses the City's facilities on a weekly basis and the children are always well behaved.

Pastor Smith thanked Ms. Harris, the Mayor, and everyone else and mentioned it had been a pleasure working with children for 19 years. The kids go on the weekends to nursing homes in order to give back to the elderly. All of the children were shining stars in this community.

Mr. Sasso reiterated his thanks to the City and mentioned that Riverfest will be on Saturday, November 12, 2016.

Mayor Parrish pointed out that the weather was not good on the day of the trash bash, but everyone worked together and got the job done and it was all very much appreciated.

IV. DELEGATIONS:

Larry Sinclair, 1052 Mitchell Street, Cocoa, representing B.A.C.R.A.P. advised that his benefit went very well and they raised $1,200. The money would go towards lighting in the neighborhood. He mentioned another closing would be done tomorrow and a family of four would be residing in that home. He noted that during the benefit, a city employee stood out to him. This employee went above and beyond, spent money, and even came back on his day off to help. He believed that this man was an example of a shining star in the community and presented Brandon Jones with an encased basketball. He thanked him for the responsible attitude that he had and thanked all of Leisure Services for their help.

Brenda Fettrow and Brandon Ballard, 1519 Clearlake Road, Cocoa, were representing the YMCA. Mr. Ballard noted that the last week of April was Annual Water Week and in four days 150 children were provided with free swimming lessons. Each child received lessons in the group they were specified for, a T-Shirt, and a lanyard. This was open to anyone in the community and all 26 YMCA facilties throughout the community did this. There was also a kid's health day following and over 500 children came through their doors. They thanked the City of Cocoa for helping getting the word out for both events via social media.

Councilman Blake mentioned that there were many, both kids and adults alike who do not know how to swim and he thanked the YMCA for investing in the children.

Lorraine Koss, 2115 N. Indian River Drive, Cocoa, thanked Council for the approval of her donation application for the Marine Resources Council. Further, she advised that she respected the City Manager's leadership and believes he has done a great job with the City; however, felt that the City was selling themselves short in regards to Citizen Kane, even though she was aware it would bring jobs to the City. She believed the City has much more going for them such as the university, NASA, Cocoa Village, etc. She challenged staff and Council to look into this more and maybe look into the use of solar at the plant.

Donna Kettner, 111 Harrison Street, Cocoa, is both a resident and business owner. Ms. Kettner voiced her frustration with the non-cooperation of Mr. Troy Stephan. She provided photos[1] to Council showing the drainage issues she is having. She is concerned and frustrated because she invests time and money into her business and felt that what he was getting away with was a disgrace to the village.

Mr. Belden visited the site and noted how bad everything was. Mayor Parrish asked if Mr. Stephan had contacted her. In response, she stated that she does not speak with him because she was not a builder, but that he depends on his renters to fix the properties.

City Manager Titkanich assured Ms. Kettner that he would reach out to her himself, and although he had not personally seen the plans he would look into it.

Deputy Mayor Boisvert asked who the dumpster belonged to. In response, Ms. Kettner stated it was the bank's, however, now he has Thai Thai, Pub Americana, and the new Korean American restaurant. She felt rats were going to get out of hand and that this was disgusting.

Mayor Parrish assured her that this would be looked into.

Nancy Elliott, 3406 Indian River Drive, Cocoa, spoke on behalf of the Cocoa Village Artworks program. She reminded Council that this idea was spearheaded at the Economic Development Annual Breakfast workshop that was held. The idea was the painting of park benches and it had really taken off. There would be an unveiling of the benches on May 30th. It would begin at 9 am at Taylor Park and they would walk around to view the benches. She invited all to come out.

[1] EXHIBIT A: Photos provided by Ms. Donna Kettner

Emma Kirkpatrick, 600 Florida Avenue, HCVA, reminded everyone that on June 3rd & 4th is the BBQ and Blues event, and there are some great teams competing. There is a good line up of music and other food vendors. She mentioned that there were 46 teams signed up to compete and expected a few more to register during the week. Tickets were available online and through specific merchants for access to the VIP air conditioned tent. The food in the tent would be catered by Community Kitchen. Lastly, she reminded all that the monies raised goes back to the Brevard County schools music program.

V. CONSENT AGENDA:

1. To Authorize the City Manager to approve Change Order #1 to Purchase Order Number 67710 issued to Graybar for additional materials and labor associated with the replacement of lights. (16-183). (Utilities Director)

2. Approval to participate in a cooperative purchasing agreement with the City of Tallahassee for the purchase and installation of vehicle emergency equipment utilizing Dana Safety Supply Contract 1489 for the new Fire Rescue Truck. (16-192). (Public Works Director)

3. Approve a Resolution waiving the Competitive Bidding Process, by reason of sole source, for the purchase of City of Cocoa Welcome Signs (PW15WS) from Kendal Signs, Rockledge, FL; Approve a Resolution amending the FY 2016 Budget to transfer funds to complete the remaining signs and have them installed. (16-207). (Public Works Director)

*** MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert to approve the Consent Agenda.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 11-2016/2nd and final reading: Granting Cross Brands Manufacturing, LLC an Ad Valorem Tax Abatement of 70 percent phased out over seven (7) years, and allow the City Manager to enter into an Economic Incentive Agreement between the City and the company. (16-199). (Community Services Director)

City Attorney Garganese read Ordinance No. 11-2016 into the record, by title only as follows, and advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 11-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO CROSS BRANDS MANUFACTURING L.L.C.; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF SECTION 196.012(14), FLORIDA STATUTES; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Parrish opened the hearing to the public. There being no response, the public portion was closed.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve Ordinance No. 11-2016 on second and final reading.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 12-2016/2nd and final reading: Granting Project Citizen Kane an Ad Valorem Tax (AVT) Abatement of forty (40) percent for five (5) years and authorize the City Manager to execute an AVT Economic Incentive Agreement with the company. (16-205). (Community Services Director)

City Attorney Garganese read Ordinance No. 12-2016 into the record, by title only as follows, and advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 12-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO WAL-MART STORES EAST, LP; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF SECTION 196.012(14),

FLORIDA STATUTES; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

City Manager Titkanich advised that there would be a presentation[2] related to this ordinance and City Business Item VIII.4. Ms. Junkala would present the first half and he would do the second half of the presentation.

Ms. Junkala, Economic Development Manager, noted that the City had been approached in August 2014 and the Cocoa property had been narrowed in on although others were still being looked into. The project would be a private capital investment of approximately $96 million which would include the following: $12 million in equipment and machinery; $84.2 million in new building construction; and $4 million in land acquisition (which is not typically considered "capital").

She provided details on the site location pointing out that it would be southeast of I-95 and SR 524. Challenges regarding the site selection were discussed in detail such as road improvements, traffic signals, presence of an eagle's nest, etc.

Ms. Junkala stressed that this was only the "preliminary" site plan and that they were still working through all of the details.

The project has been approved for an AVT Abatement through Brevard County Commission (10 years at 80%, approximately $2.88 million) and they were also applying for workforce training grants through CareerSource Brevard. The Port would be applying for a TIGER (Transportation, Investment, Generating, Economic, Recovery) Grant to assist with funding improvements to SR 524, and the City was applying (on behalf of Project Citizen Kane) for a State Road Fund in the amount of $1.5 million. That application was currently under review by the State.

Lastly, Ms. Junkala mentioned the article that had been published in Florida Today and stated that Walmart was not pursuing the incentives mentioned in the article.

[2] EXHIBIT B: Project Citizen Kane presentation

City Manager Titkanich presented information on the impact of the project to the City. He pointed out that this was the former Brevard Crossings Site. He reiterated that there has not been a formal decision made yet as to if Cocoa was the site. He discussed the process in detail.

He assured everyone that when the site plans came through many things would be addressed. He heard the concerns from citizens regarding solar and green structure. Those subjects would be approached when the time was right and this would be a state of the art facility.

The AVT program was discussed, along with the tax incentive approach.

City Manager Titkanich noted that there were a lot of communities competing for this project. In Cocoa, they have a key intersection, good workforce, and it would be an overall good package for them. Annual reports would be required and if they do not meet requirements the City revokes the incentives. Further discussion was held on the package they were being offered.

He advised that the requested action tonight was to approve the 2nd reading of Ordinance No. 12-2016 granting Project Citizen Kane an Ad Valorem Tax Abatement of 40% for 5 years; Approve case incentive of $2,000,000; and authorize the City Manager to finalize and execute the Economic Incentive Agreement.

Mayor Parrish stated that Walmart would have a large amount invested on that site at the end of the day. There would be a distribution center and a big site. City Manager Titkanich pointed out that Cocoa would have Walmart, the Sams, and the distribution center. Mayor Parrish concurred with Ms. Koss about the use of solar.

Councilwoman Warner mentioned that when you were looking at a center that had to have refrigeration, they had to be high tech.

Councilman Blake asked if representatives for Project Citizen Kane were here. In response, the City Manager stated no.

Mayor Parrish opened the hearing to the public.

Lawrence Koss, 2115 N. Indian River Drive, Cocoa, knows that new jobs were good. He expounded on his wife's thoughts about the center having solar and

being a green facility. He further noted that there should be some incentives for the remodeling of existing buildings.

Theresa Clifton, 1020 Cox Road, Cocoa, asked for clarification as to where this was at on Cox Road. City Manager Titkanich clarified the area for her.

Jennifer Kenney, 1948 Quail Ridge Court, Cocoa, was at the meeting where Sams was speaking about grants and if they had all of that money, why they needed all of the tax breaks. In addition, she voiced concerns of the eagle's nest on the property and could not believe that anyone would consider building there.

In response to her concerns, City Manager Titkanich advised that they were competing with sites in Georgia and other cities in Florida. He explained the grants that were being applied for, and training for the workers. He stated that the City was concerned with the next generation of workers and wanted to have proper training available so that there was a skilled and qualified workforce.

Ms. Junkala pointed out that the training was not just for Walmart workers but for others also. She advised that there were programs that offered training to veterans, and many others available.

Furthermore, City Manager Titkanich noted that there have been conversations about partnering with Cocoa High to get students training also.

Lastly, he assured all that the eagle's nest on the property was new, and that there were many federal regulations that go into dealing with this. He stressed that the eagles would be protected and that on the site plans they already are circled. They were very aware of the eagles nest.

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

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Furbish, to approve Ordinance No. 12-2016 on second and final reading.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Titkanich thanked staff for all of the hard work they have done.

3. Ordinance No. 08-2016/1st reading: Amending the Future Land Use Map Designation of one (1) parcel from "Medium Density Residential" to "Neighborhood Commercial." (16-210). (Community Services Director)

Attorney Garganese read Ordinance No. 08-2016 into the record, by title only as follows, and advised that this was first reading of the ordinance.

ORDINANCE NO. 08-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF AN AMENDMENT TO THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA CONSISTING OF 0.94 TOTAL ACRES, MORE OR LESS, LOCATED AT 820 ROSA L. JONES DRIVE IN COCOA, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PARCEL FROM "MEDIUM DENSITY RESIDENTIAL" TO "NEIGHBORHOOD COMMERCIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. THE BREVARD COUNTY PROPERTY APPRAISER'S OFFICE IDENTIFIES THE PARCEL AS PARCEL ID 24-36-32-00-00778.0-0000.00.

Mr. Belden presented the item and noted the applicant was requesting to amend the Future Lane Use Map (FLUM) designation of the subject parcel from "Medium Density Residential" to "Neighborhood Commercial". The property has been vacant for many years. There have been two public meetings held on this, in April 2015 and March 2016. They are requesting low density commercial use which would help with the community.

The item was reviewed by the Planning and Zoning Board and they found that the requested action was consistent with the criteria. They voted 5-1 to recommend approval of the amendment.

Mayor Parrish opened the hearing to the public.

Ann Bouey, 712 Howard Street, Cocoa, mentioned that she went to one of the meetings and had concerns. There was a history of that building having sat

empty for the last four years and not being maintained. She felt it was affecting other properties. She further stated that there was a discrepancy about what the manager said and what was being done. She further stated that there was a huge crime issue there.

In addition, she stated that the City had cited the property for code issues since the meeting at Emma Jewel. The property on Howard Street needed to be taken care of. She was concerned if they did not care for it now, what would happen in the future.

City Manager Titkanich asked for clarification on the property. He noted that this was not 826 Rosa L. Jones, which was the vacant land with the Ritz property. This was the property to the east with the maintenance worker and security officer and it was maintained.

Mr. Belden clarified that this property did not have any code violations. He believed that Ms. Bouey was referring to the other property.

At the request of Councilman Blake, the maintenance worker who resides at 820 Rosa L. Jones spoke, and stated that both sides of roof were brand new, the inside was all done, and they have never had a code violation. Councilman Blake agreed.

Dr. Ethan Bahir, 826 Rosa L. Jones, Cocoa, advised that he had just came from this property and that is was nice. The tenants there like it and are proud of it. It was not like it was three years ago. He claimed that three years ago it was the worst place, and Cocoa Police were there every night. They were always arresting people and there was prostitution. He was afraid that it would go back to that because they were not meant to be offices.

Councilman Blake asked for clarification and that this was strictly commercial. He confirmed that no one would live there. He was highly offended by what Dr. Bahir stated. This building would provide benefits for the school and Mr. Mohammed had stated that he would invest in the school and provide parking for them. Mr. Mohammed has taken the time to sit down with those in that area. Councilman Blake wanted to know how it could worsen a neighborhood if services were being provided.

Dr. Bahir apologized to Councilman Blake if he offended him. He claimed that the building alone was bad, not the whole city. Councilman Blake advised that

he lived right around the corner. He clarified that Mr. Mohammed would fulfill his obligation.

Justin Payne, Esq., 96 Willard Street, Suite 204, Cocoa, represented Bright Cocoa LLC (826 Rosa L. Jones) and noted that he had been present before regarding code issues. He advised that his client's opposition was about the people who live in the building and others who also opposed it. The property was unsuitable for the usage being put forth. He stated this was an apartment building and he had heard there were renovations being done on the property. Nothing would make it suitable for anything more than it being apartments. He could not find a notice of commencement for any of the work being done on the Clerk of Court website. Once zoning was changed it cannot be taken back.

Mr. Mohammed, 1428 Paso Drive, Orlando, noted he was listening to the complaints. He did state at the first meeting that they did not know what would they would be doing with the property, however, they listened to the public and allowed them to voice their concerns. They want to invest in the community, not see it revert back to what it was.

Mayor Parrish mentioned that they know what that area used to be and wanted assurance that it would not return to that.

City Manager Titkanich advised that he was not expecting this and did not feel it was a fair comparison. It was the Ritz at 826 Rosa L. Jones that was the problem, not the property in question. This property has sat vacant for 15 years and in all fairness the owner was trying to do something to better the community. He does not understand why a clinic providing services to low income families or a pharmacy would hurt a community. He does not see any correlation to where this would have an increase in crime. He apologized and agreed it did not match with what was being said tonight.

Councilwoman Warner asked for clarification on the property. She asked if it was the real pretty green building with palm trees. Staff answered in the affirmative. She pointed out that it was not the building on the left, but the one on the right. She believed the one on the right looked better.

She did not believe that the green building was an eye sore to the neighborhood. There was no one hanging around there and no issues with it. It was better than it used to be and was confused why people were thinking it would deteriorate and be a detriment.

Mr. Belden knew that there was a lot of work that the owners know had to be done inside to bring it up to commercial standards.

Councilman Blake apologized for getting radical but he loves his city. He was not going to fall down on his city.

City Manager Titkanich pointed out the issue before them and that there was specific criteria in the code. The Community Services director noted that it was consistent with the code and at the end of the day it was a land use decision. Mr. Mohammed was looking to change the usage.

There being no further responses, the public portion of the hearing was closed.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve Ordinance No. 08-2016 on first reading.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Ordinance No. 09-2016/1st reading: Amending the Zoning of subject parcel from RU-1-8 Residential to PS (Professional, Offices, and Services). (16-213). (Community Services Director)

Attorney Garganese read Ordinance No. 09-2016 into the record, by title only as follows, and advised that this was first reading of the ordinance.

ORDINANCE NO. 09-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.94 ACRES, MORE OR LESS, AND LOCATED AT 820 ROSA L. JONES DRIVE IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A", ATTACHED HERETO, FROM RU-1-7 (SINGLE FAMILY RESIDENTIAL) TO P-S (PROFESSIONAL, OFFICES AND SERVICES); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. THE BREVARD COUNTY PROPERTY APPRAISER'S OFFICE IDENTIFIES THE PARCEL AS PARCEL ID 24-36-32-00-00778.0-0000.00.

Mr. Belden presented this item and pointed out that at the May 11, 2016, the Planning and Zoning Board recommended approval of this by a vote of 5-1.

He noted that the applicant has submitted an application to amend the Future Land Use Map from "Medium Density Residential" to "Neighborhood Commercial" which would be consistent with the proposed rezoning request.

Mayor Parrish opened the hearing to the public.

Justin Payne, Esq., 96 Willard Street, Suite 204, Cocoa, reiterated the related issues and health and welfare of this property. It was not vacancy but the lack of control of the property that leads to issues. No structural improvements had been made and he felt that if this was approved then Council should make it fair. If they required the owner to show improvements and then they should propose the same requirements on this owner.

City Manager Titkanich advised that his client was ordered previously to show improvements because his client's issues went before the nuisance board. They cannot make another property owner do something if they were not in violation of something.

There being no further responses, the public portion of the hearing was closed.

* **MOTION by Councilman Blake; Seconded by Deputy Mayor Warner, to approve Ordinance No. 09-2016 on first reading.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Ordinance No. 10-2016/1st reading: Amending Appendix A, Article XI, Section 22 of the City Code to allow single story commercial buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village (CV) sub district. (16-214). (Community Services Director)

Attorney Garganese read Ordinance No. 10-2016 into the record, by title only as follows, and advised that this was first reading of the ordinance.

ORDINANCE NO. 10 - 2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE CITY CODE TO ALLOW SINGLE STORY COMMERCIAL BUILDINGS ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT, COCOA VILLAGE (CV) SUBDISTRICT, AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE COCOA WATERFRONT OVERLAY REGULATING PLAN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Belden explained that in May, 2013, Council adopted the Cocoa Waterfront Overlay District (CWOD). This was done in order to establish design standards to perpetuate the positive design elements and the residential and commercial patterns found within the Cocoa Redevelopment Area.

He explained the Regulating Plan and mentioned that staff has identified an inconsistency in the Cocoa Village (CV) sub district of the Regulating Plan. There are seven properties east of Florida Avenue, west of Delannoy Avenue, north of King Street and south of Willard Street that are not permitted to construct a single story commercial building as identified by the "Single Story Commercial Building" building type in the Regulating Plan.

Staff was proposing the CWOD Regulating Plan to be amended to allow the building type of "Single Story Commercial Buildings" in the CV sub-district.

Mr. Belden advised that at the May 11, 2016 Planning and Zoning Board meeting the board unanimously recommended approval.

Mayor Parrish opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve Ordinance No. 10-2016 on first reading.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Approve the requested July 6-7, 2016 Road Closure in association with the Cocoa Rotary Foundation Boys and Girls Club Fundraiser. (16-190). (Community Services Director)

Mr. Belden presented the item and noted that this event entailed a catered dinner under a tent on Oleander Street and in the city's municipal parking lot. To date, it would make the total street closures 19. This closure would count for two days because it would be for one evening and one day.

Councilman Furbish clarified that the closure was just on Oleander Street. He felt that because it was a short street it should not count as a street closure.

* **MOTION by Councilman Furbish; Seconded by Councilman Blake, to approve the item without counting it as a street closure for discussion.**

City Manager Titkanich did not see any major impact, but reminded Council that anything, whether it was Council's prerogative or not, was a street closure. He felt that the City was very fortunate to have groups such as the Rotary to provide these types of events.

Councilman Blake stated that other groups also give back to the community. At his request, Mr. Mike Arnold with the Rotary Club spoke and mentioned that everyone he had spoken to was on board and not offended by the street closure. He pointed out that Robert Cray would be performing, and he had been working closely with the Black Tulip and other VIP sponsors who are helping with the event. Mr. Arnold further noted that this was a quest to gain more exposure for the Rotary.

Councilman Blake questioned the City Attorney as to his opinion. In response, City Attorney Garganese advised that this appeared to be a street closure but they may want to readdress what is and is not a street closure for calculation purposes. He understood this was a small section of road, but it may be a section of the ordinance that could be looked at in the future.

THE VOTE ON THE MOTION WAS:

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the reappointment of Mr. Mathew Ford as a regular member of the Board of Adjustment through May, 2019. (16-201). (Administrative Services Director)

* **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve the reappointment of Mr. Mathew Ford as a regular member of the Board of Adjustment through May, 2019.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Titkanich advised that Mr. Ford was the 2016 Volunteer of the Year for the City.

3. Approve the reappointment of Mr. Jim Gifford as a regular member of the Code Enforcement Board through June, 2019. (16-202). (Administrative Services Director)

* **MOTION by Councilwoman Warner; Seconded by Councilwoman Warner, to approve the reappointment of Mr. Jim Gifford as a regular member of the Code Enforcement Board through June, 2019.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve the reappointment of Mr. Thomas Yardley as a regular member of the US 1 RDA through June, 2020. (16-203). (Administrative Services Director)

* **MOTION by Councilwoman Warner; Seconded by Councilman Furbish, to approve the reappointment of Mr. Thomas Yardley as a regular member of the US 1 RDA through June, 2020.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilwoman Warner believes that Mr. Yardley was a great addition to the board.

5. To approve the work plan portion of the Strategic Plan and adopt the City of Cocoa five year Strategic Plan. (16-216). (City Manager)

City Manager Titkanich mentioned that the Strategic Plan had been in the works for two years and tonight the final presentation would be presented. This would serve as a guide for the next five years and would help both Council and staff in knowing where they should spearhead their time.

Assistant City Manager Fuhrer provided a presentation[3], noting that this was a five year strategic plan. He felt that all of this had been encompassed at tonight's meeting.

He provided highlights of the whole process and advised that the City was currently in the implementation phase of the plan. They had been working on it since April 2014. Furthermore, he explained the time line and reminded Council that staff was requesting the adoption of the plan.

Assistant City Manager Fuhrer discussed all of the following issues that were derived from the meetings in detail and listed everyone who served on each committee. The issues were:

- Crime-How will the city continue to reduce crimes against persons and property to provide an environment where every citizen, business and visitor feels safe?
- Image-How will the City improve its image, physically and emotionally?
- Economic Development-How will the City increase its economic position within the Space Coast region to be more competitive in attracting private capital investment, businesses and jobs?
- Employees-How will the City work to retain a qualified workforce and in addition prepare itself for the retirement of long-tenured employees, especially in organizationally critical positions?
- Financial Stability-How will the City develop a financially sustainable revenue base and control expenses to support and deliver high quality municipal services?

[3] EXHIBIT C: Strategic Plan Presentation

- Community Development (Redevelopment of the City's Core)-How will the City raise the quality of life for all its residents, especially those most vulnerable and disadvantaged?
- Public Safety-How will the City ensure that public safety resources are strategically allocated to provide the most effective and efficient delivery of public safety services for all residents?
- Civic Engagement- How will the City foster citizen engagement, especially for those underserved and disadvantaged?

Assistant City Manager Fuhrer explained the implementation matrix and pointed out that with approval, they would put the complete document on the website.
He further noted that everyone would be provided a hard copy of the Strategic Plan.

Mayor Parrish believed that this had already helped shape the City and they all appreciate the work that had been done.

Councilman Blake appreciated the collaboration among members of the community and staff. He supported it.

Councilman Furbish mentioned that he used to work with a guy who was the program manager for the Gemini Space Program. That guy said he never saw a plan that he did not like. Councilman Furbish stated that he was glad to see that the City now has a plan because they have not had one before. Now there was direction and he thanked Mr. Fuhrer.

Deputy Mayor Boisvert thanked the Assistant City Manager along with the staff and citizens who participated. He agreed that it was nice to have a place.

All agreed that it was great.

City Manager Titkanich reiterated the requested action and pointed out that they had an enlarged plan on the easel and requested all members of Council to sign along with himself and the Assistant City Manager.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the work plan portion of the Strategic Plan and adopt the City of Cocoa five-year Strategic Plan.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approve a Resolution waiving the competitive bidding process for the purpose of making a Sole Source Purchase of a used 2015 G930C Volvo Motor Grader from Flagler Construction Equipment LLC, Orlando, Florida; To approve a Resolution amending the FY 2016 budget. (16-189). (Public Works Director)

   Mr. Jones presented the item and advised Council that he along with others from the City had thoroughly inspected this Motor Grader and he believed it was a good purchase for the City.

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

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve an Economic Development Incentive (EDI) Fund for Cross Brands Manufacturing, LLC in the amount of $300 new per job created (estimated to be a total of $18,000), and authorize the City Manager to execute an Economic Incentive Agreement. (16-200). (Community Services Director)

   Ms. Junkala presented this item and provided a brief recap of Cross Brands Manufacturing, LLC.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve a Resolution amending the FY 2016 Budget, based on the Mid-Year Budget Review. (16-206). (Finance Director)

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

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve an economic cash incentive in the amount of $2,000,000 to be awarded $500,000 increments upon completion of the specified benchmarks, and authorize the City Manager to finalize and execute an Economic Incentive Agreement consistent with the City Council's authorization. (16-208). (Community Services Director)

City Manager Titkanich noted that this was the second item in regards to the earlier presentation regarding Project Citizen Kane.

*** MOTION by Councilman Blake; Seconded by Councilman Furbish, to approve the item.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve a Resolution amending the FY 2016 budget and associated budget forms, approve a purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value; approve a Task Order in accordance with the Continuing Services Agreement with Infrastructure Solutions Services; and to Authorize the City Manager to execute the documents necessary to purchase property needed to develop an offsite Redevelopment Stormwater Treatment Facility for the Diamond Square Redevelopment Area Project SW16EJ. (16-209). (Public Works Director)

*** MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve a contract to Purchase property located at 6 Forrest Ave; Approve City Manager to execute Documents; Approval of a Budget Resolution to amend the 2016 budget using General Fund Reserves. (16-217). (Public Works Director)

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

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilman Furbish requested clarification on how the tenant would benefit from this purchase. In response, City Manager Titkanich explained that it was like a lease to own type of agreement. There was interest and it had been accruing over time.

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $25,000 and under $50,000 for the period of 10/01/2015 to 04/30/2016. (16-187). (Finance Director)

2. Review of the Employee Health Center usage report provided by CareATC. (16-188). (Administrative Services Director)

3. FY 2016 Budget Adjustment Report. (16-193). (Finance Director)

4. 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. (16-194). (Finance Director)

5. Relation between the estimated and actual income and expenses to date. (16-195). (Finance Director)

6. New Local Business Tax Receipts. (16-211). (Community Services Director)

X. REPORTS:

Mayor Parrish announced that Captain Ed Lanni Day had just passed and recognized him in the audience. Capt. Ed thanked him.

Mr. Jones pointed out that the Peachtree Street Project was 99% complete and the stamped asphalt would happen within the next two weeks.

Ms. Gemmati pointed out that tomorrow was the last day to submit applications for the summer youth program. She advised that they could be submitted to CareerSource Brevard or they could contact Jana Bauer at CareerSource or the City's Human Resources Department.

Assistant City Manager Fuhrer updated Council on the recent events at Provost Park and mentioned that they had been working with Brevard County Parks and Rec. There would be a meeting in the morning and he would be attending along with the Deputy County Manager.

Councilman Blake commended Chief Cantaloupe and the police department, along with the men and women of the other agencies that responded. He requested that the Assistant City Manager ask that when there is something of that magnitude planned, that the City be made aware of it. Furthermore, he commended all of the vendors and volunteers who chipped in and helped clean up trash.

Assistant City Manager Fuhrer noted that there was not a permit for this event and Parks and Rec had only received notification the day before. They were also unaware of the magnitude of the event. All three agencies, Cocoa PD, Rockledge PD, and BCSO responded.

Councilman Blake advised that when Ms. McGlaughlin or Ms. Dukes uses the facilities it is always cleaned, but whoever used it in this instance left it in horrible condition.

Mayor Parrish believed that a secondary road needed to be added so that emergency vehicles or others could access the park more easily if needed. He felt the lack of access restricted safety.

City Manager Titkanich advised that there would be a legislative update at the next City Council meeting. He further noted that the NAACP Banquet was on Friday, June 3rd and the City would be receiving the “Good Neighbor Award”.

He also announced the upcoming Florida League of Cities 90th Annual Conference if anyone was interested in going to let the City Clerk’s office know.

Lastly, he noted that at the last meeting, Mr. Kamus provided a $2.00 check to the City. Due to the City not having a plan to cover this type of donation, an administrative amendment was made to the FOM and the check has been returned to Mr. Kamus.

Councilman Blake congratulated a student from Cocoa High who was a member of the golf team and had the highest grade point average in the State of Florida.

Furthermore, he spoke of Council's attendance at the Emma Jewel graduation and stated that Mr. Thomas Cole has put on a great program. They also attended Cocoa High School's graduation on May 20th. He congratulated all of the graduates.

In closing, he reminded all that the Juneteenth Festival is June 18th from 10 am to 5 pm. All were welcome to attend and for more information, you can call 504-9595. He reminded all to buy local, keep it local, and spend it local. He reiterated his apology for his emotional state earlier in the meeting.

Councilman Furbish reminded everyone about the Memorial Day event and to remember the fallen who have served our country. There will be a parade first and the event in the park will follow. He reminded all to spend local.

Councilwoman Warner mentioned that while they were reviewing the Strategic Plan, she thought that a gold star should be given to Mr. Sinclair for going above and beyond in Broadmoor Acres. She stated everyone truly appreciates what he is doing.

She further thanked Ms. Senger for a great United Way fundraiser, "Paint Night" and because there were no men there, she challenged Council for all of them to participate in the next one and then they could possibly auction their artwork and donate the funds back to United Way.

Deputy Mayor Boisvert wished Councilman Furbish a happy birthday which is this Thursday. He asked all to remember the fallen on Memorial Day.

Mayor Parrish advised that they were working on a Crime Summit for September.

In closing, he reminded everyone that watches these meetings that they can go from good to bad quickly. It was not easy for those who sit in their seats. He noted that everyone at the dias was very proud and passionate about this City and how it operates. They want to make sure to get it right and will do it right in order to avoid messing things up.

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to adjourn the Regular meeting of May 24, 2016.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:07 p.m.

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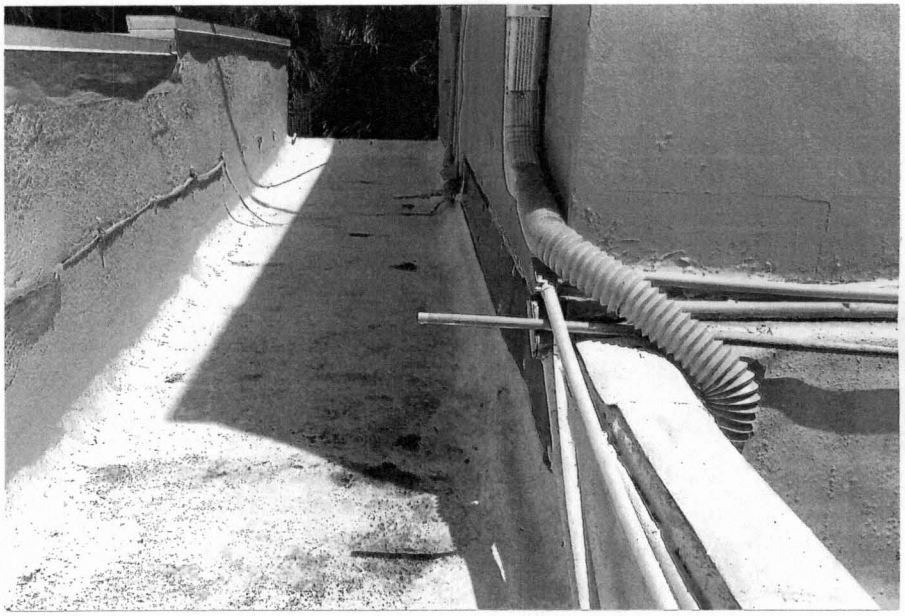
Henry U. Parrish III, Mayor

ATTEST:

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Carie Shealy, City Clerk


CANOLA OIL

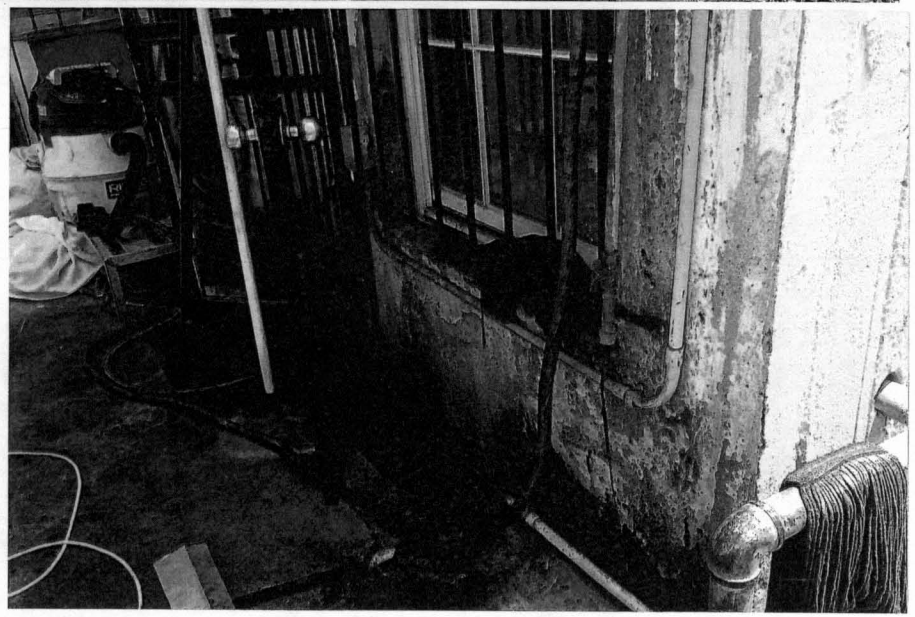



GuardMe









Project Citizen Kane

May 2016

EXHIBIT B: Project Citizen Kane Presentation

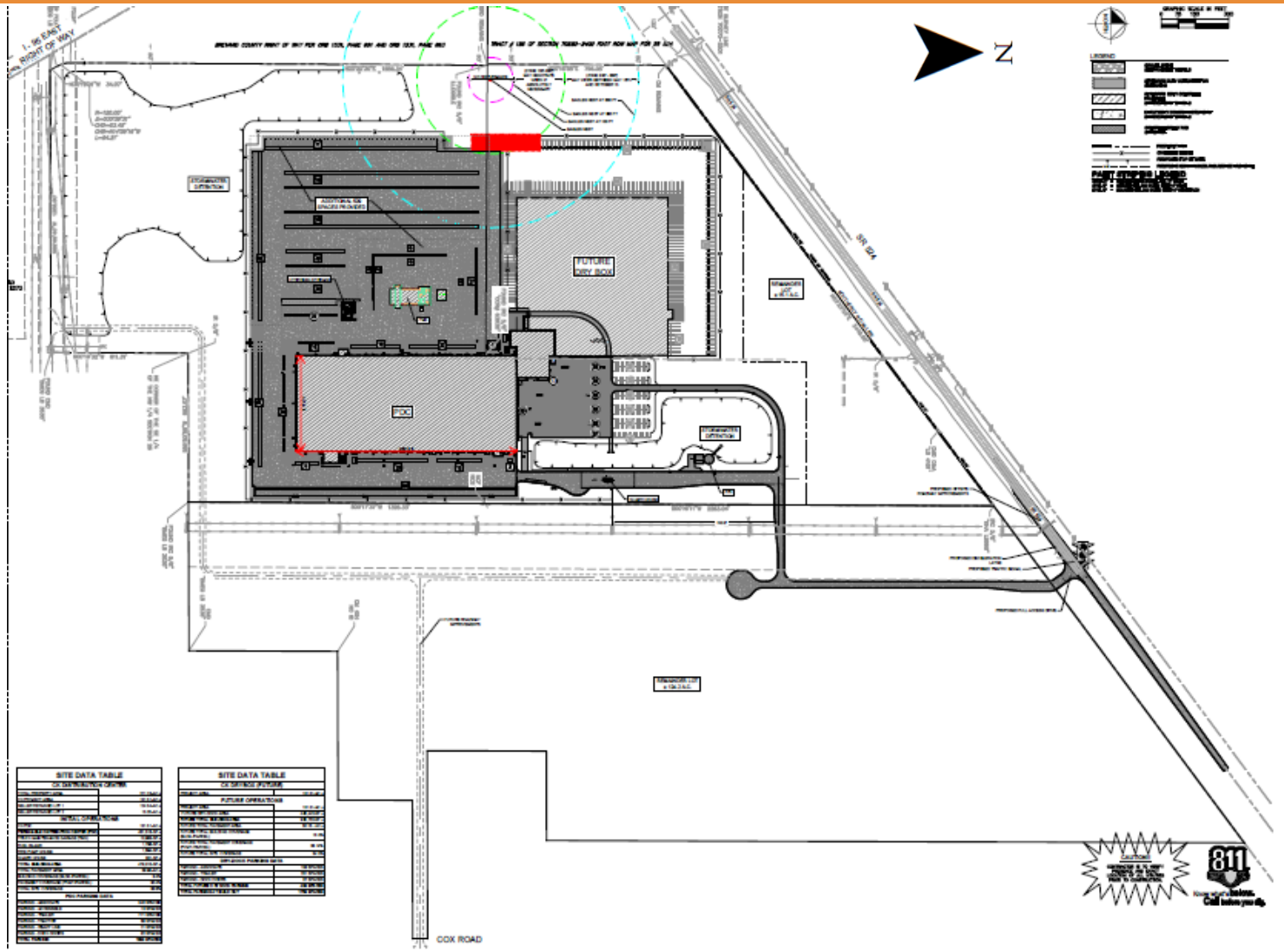
Project Details

- Originally approached City of Cocoa in August 2014
- Prospective Company (Wal-Mart Stores East, LP) Rated Top 100 Warehouse & Distribution Companies
- State-of-the-art 460,000 SF perishable warehouse distribution facility
- Private capital investment of ≈$96.2M to include:
  - $12M in equipment and machinery
  - $84.2M in new building construction
  - $4M in land acquisition (not typically considered “capital”)
- 239 high-skilled jobs
- $42,421 annual average wage

Site Details

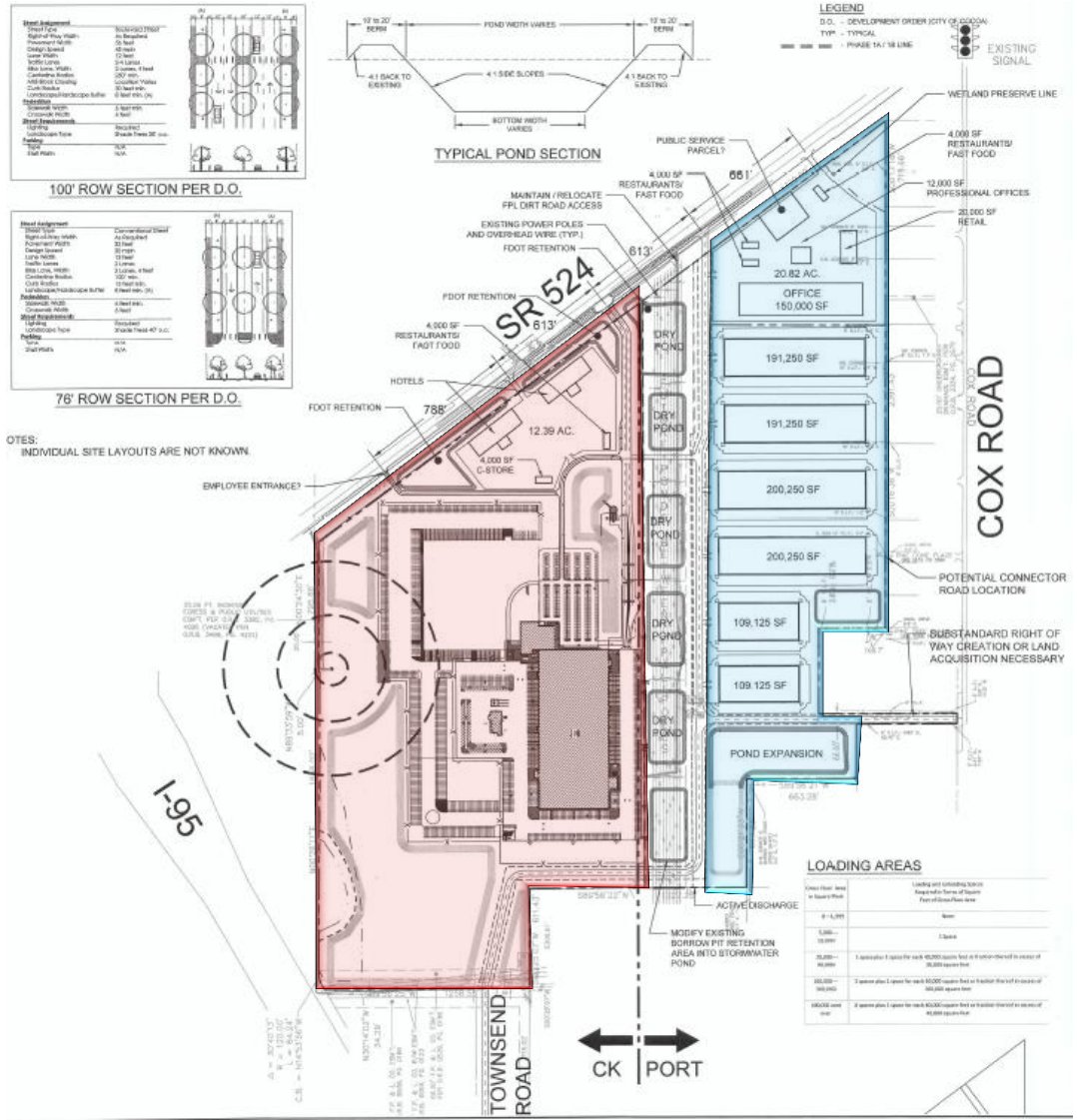
- Southeast of I-95 and SR 524
- Purchase of 132+ AC on Port Canaveral property in Cocoa
- Site Selection Challenges Include:
  - Dimensions required for facility must be 2500 feet x 1500 feet
  - Presence of an active eagles nest
  - Army Corp of Engineers permitting (Wetlands)
  - State Road Fund ($1.5M) – Pending approval by State
    - Road improvements to include traffic signals at I-95 and SR 524 ramps
    - Traffic signal at main access to the site on SR 524 as well as right and left turn lanes
    - Internal public access road connecting the main access to Cox Road
    - Traffic signal at the new public road connection to Cox Road
- Site purchase and agreement of Port property

Project Citizen Kane only

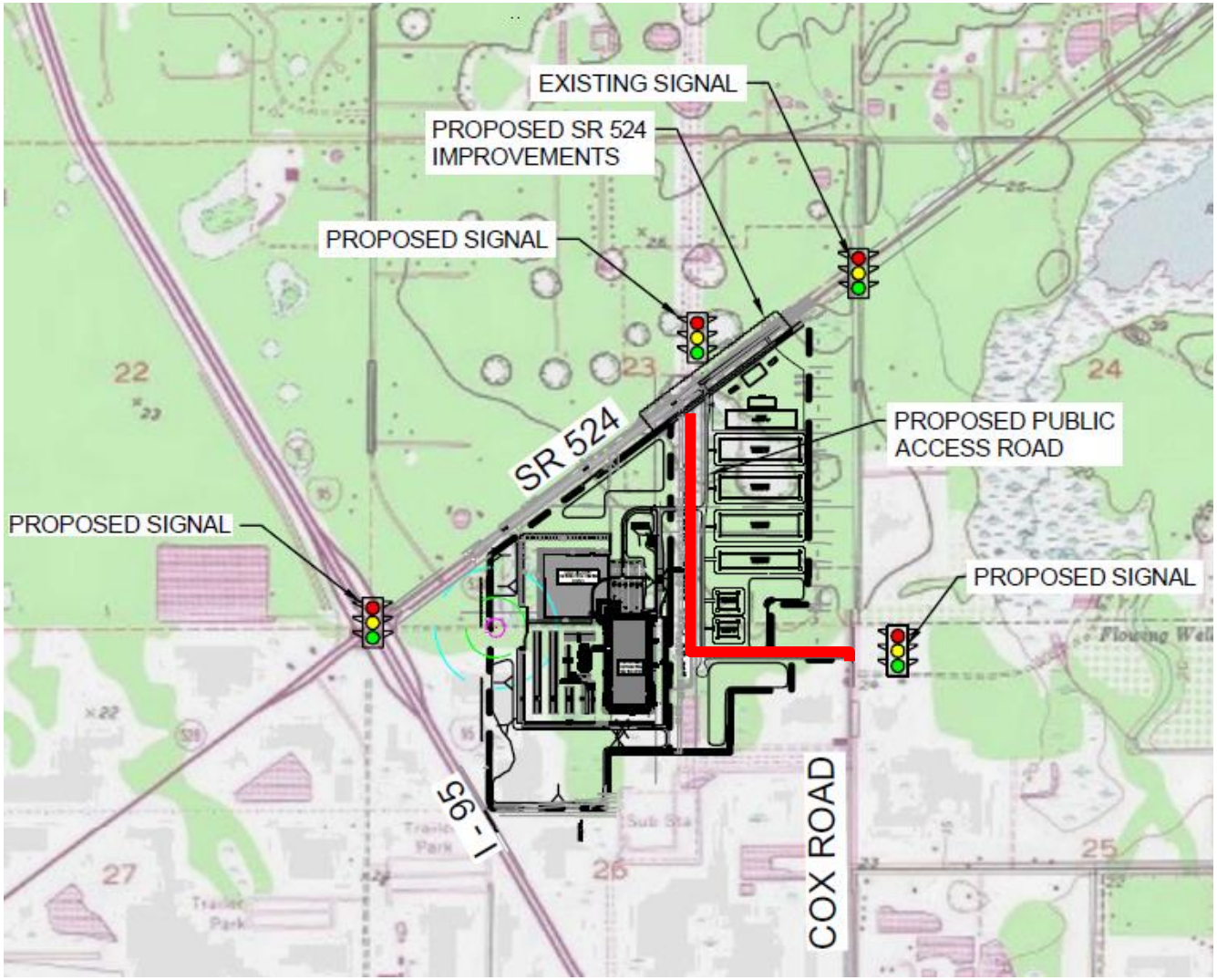


Site Plan subject to change **

Project CK & Port Development



Proposed Road Improvements



County, State, & Federal Incentives

- Brevard County Commission approved an AVT Abatement for ten (10) years at 80%, approximately $2.88M.
- The Project is applying for workforce training grants through CareerSource Brevard.
- The Port is applying for a TIGER (Transportation, Investment, Generating, Economic, Recovery) Grant to assist with funding improvements to SR 524.
- The City of Cocoa is applying, on behalf of Project Citizen Kane, for a State Road Fund in the amount of $1.5M. The application is currently under review by State.

Impact to City of Cocoa

EDC Economic Impact Analysis

ECONOMIC DEVELOPMENT COMMISSION
FLORIDA'S SPACE COAST

ECONOMIC IMPACT ANALYSIS

Wal-Mart Stores East, LP

City of Cocoa

04/20/16

Overview:

New Job Commitment:	239	Capital Investment:	$96,200,000
Average Annual Wage:	$42,421		

Economic impact from job creation:

Jobs	Net New Wage	Contribution to GDP
239 (Direct)	$10,138,619 (Direct)	$10,284,977 (Direct)
57 (Indirect)	$2,285,175 (Indirect)	$3,755,294 (Indirect)
66 (Induced)	$2,413,520 (Induced)	$4,501,176 (Induced)
362 TOTAL	$14,837,315 TOTAL	$18,541,447 TOTAL

- For every employment position created by Wal-Mart Stores East, LP approximately 0.51 additional jobs will be developed to support the operation of the facility.

- For every payroll dollar paid to Wal-Mart Stores East, LP approximately $0.46 will be generated for consumer spending.

General Fund Financial Analysis and Management System – Fiscal Sustainability

COCOA FLORIDA

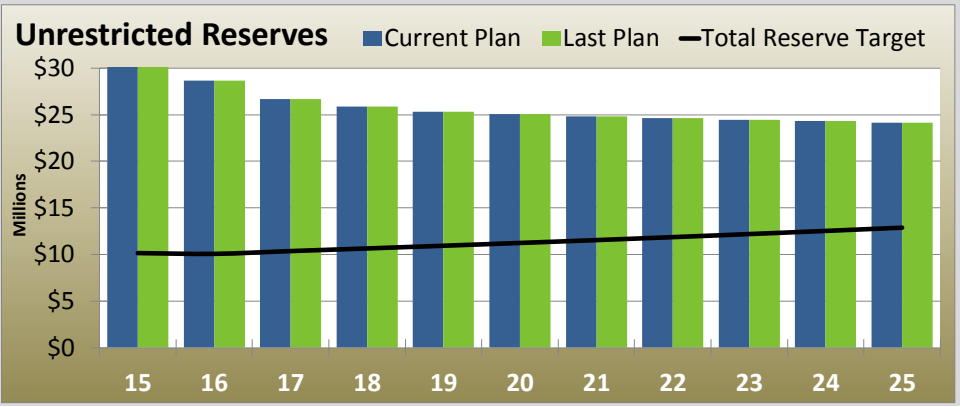
BURTON & ASSOCIATES

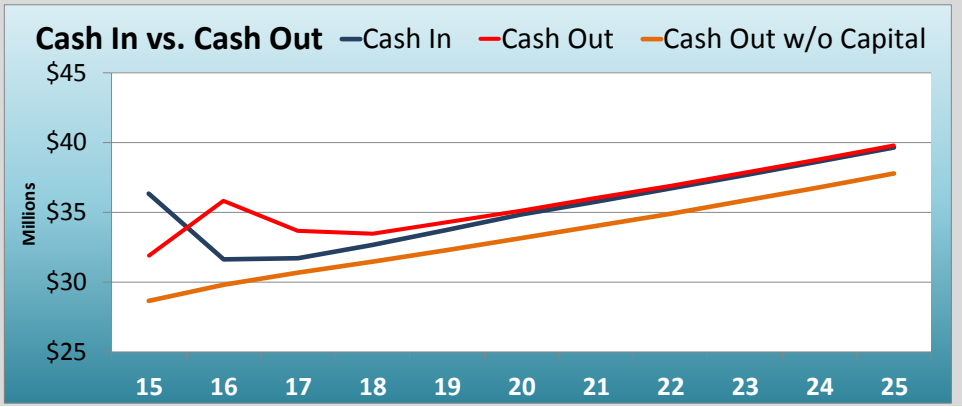
GENERAL FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS - GF) SUMMARY

SAVE CALC

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Millage Rate Adjustment											
Total Property Value Adjustment		4.81%	3.38%	6.75%	8.13%	7.70%	3.53%	3.49%	3.46%	3.43%	3.39%
Millage Rate - Last Plan	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Property Value Adj. - Last Plan		4.81%	3.38%	6.75%	8.13%	7.70%	3.53%	3.49%	3.46%	3.43%	3.39%
Cash Flow Surplus/(Deficit) $M	$4.4	($4.2)	($2.0)	($0.8)	($0.5)	($0.3)	($0.2)	($0.2)	($0.2)	($0.2)	($0.2)
End of Year Fund Balance $M	$32.8	$28.6	$26.7	$25.9	$25.3	$25.1	$24.8	$24.6	$24.5	$24.3	$24.1
Reserve Target Surplus/(Deficit) $M	$22.7	$18.6	$16.3	$15.2	$14.4	$13.8	$13.3	$12.8	$12.3	$11.8	$11.2
General Fund Capital Outlay $M	$3.22	$5.98	$3.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00
New FTE's	0	0	1	0	0	0	0	0	0	0	0
General Fund Capital Outlay $M	$3.22	$5.98	$3.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00
New FTE's	0	0	1	0	0	0	0	0	0	0	0
Fire Assessment Revenue $M	$1.90	$2.10	$2.20	$2.31	$2.43	$2.55	$2.68	$2.81	$2.95	$3.10	$3.26
Residential Assessment (per DU)	$139.43	$187.93	$197.33	$207.19	$217.55	$228.43	$239.85	$251.84	$264.44	$277.66	$291.54
Fire Assmt Revenues - Last Plan $M	$1.90	$2.10	$2.20	$2.31	$2.43	$2.55	$2.68	$2.81	$2.95	$3.10	$3.26
Residential Assessment - Last Plan	$139.43	$187.93	$197.33	$207.19	$217.55	$228.43	$239.85	$251.84	$264.44	$277.66	$291.54

Port Project?	Y
PST Year?	
10-Yr Total $M:	$25.0
FTE Cost ('000):	$80.0
10-Yr Total $M:	$25.0
FTE Cost ('000):	$80.0
Escalator	5.0%
Debt Service	$ 0.39





Traditional AVT Program Incentive

City of Cocoa (Millage Rate 5.9790)		
Year	Percent	Abatement
1	80%	368,115
2	80%	368,115
3	80%	368,115
4	80%	368,115
5	80%	368,115
6	70%	322,101
7	60%	276,086
8	50%	230,072
9	40%	184,058
10	0%	0
TOTAL		**2,852,892**
EDI Fund		
Jobs	Qual:$500/job	$50,000 (max)
Utilities	Qual:$500/job	$50,000 (max)
TOTAL		**$100,000**
TOTAL		**$2,952,891.81**

Jobs: 239
Average Wages: $42,421
Cocoa MHI: $30,804

Capital Investment: $96.2 million
Taxable Value: $77 million

Ad Valorem Revenue: $460,143/yr (without abatement)

Traditional AVT Program will result in annual Ad Valorem Revenue Increase of $91,028 for 5 years and then gradually increase in years 6 through 9, and 100% beginning year 10.

Hybrid AVT/Cash ED Incentive

City of Cocoa (Millage Rate 5.9790)		
Year	Percent	Abatement
1	40%	184,058
2	40%	184,058
3	40%	184,058
4	40%	184,058
5	40%	184,058
6	0%	0
7	0%	0
8	0%	0
9	0%	0
10	0%	0
TOTAL		**920,288**
Cash Incentive		
Build Permit Issued		500,000
Site Improvements		500,000
C.O. Issued		500,000
Business Operations begin		500,000
TOTAL		**$2,000,000**
TOTAL INCENTIVE PKG:		**$2,920,288**

Jobs: 239
Average Wages: $42,421
Cocoa MHI: $30,804

Capital Investment: $96.2 million
Taxable Value: $77 million

Ad Valorem Revenue: $460,143/yr (without abatement)

Hybrid AVT/Cash ED Incentive will result in annual Ad Valorem Revenue Increase of $276,085 for 5 years then 100% beginning in year 6.

Generates Ad Valorem Revenue more quickly to stabilize GF and achieve fiscal sustainability

Return on Investment Analysis

Return on Investment Analysis (Project Citizen Kane)

VALUE OF TOTAL INCENTIVE PACKAGE: $2.92 M

Capital Investment:	$96.2 M
Taxable Value:	$77 M
Ad Valorem Tax Revenue:	$460,143/Yr

Traditional Incentive Package			AVT-Cash Hybrid		
Year	Abatement	Revenue	Year	Abatement	Abatement
1	368,115	92,028	1	184,058	276,085
2	368,115	92,028	2	184,058	276,085
3	368,115	92,028	3	184,058	276,085
4	368,115	92,028	4	184,058	276,085
5	368,115	92,028	5	184,058	276,085
6	322,101	138,042	6	0	460,143
7	276,086	184,057	7	0	460,143
8	230,072	230,071	8	0	460,143
9	184,058	276,085	9	0	460,143
10	0	460,143	10	0	460,143
11	0	460,143	11	0	460,143
12	0	460,143	12	0	460,143
13	0	460,143	13	0	460,143
TOTAL	2,852,892	3,128,967	TOTAL	920,290	5,061,569

ROI would not be realized until Year 12.5

ROI would not be realized until Year 8.5

Impact to City's General Fund

- Current Ad Valorem Base: $818,427,691
- Current Ad Valorem Revenue: $4,618,710

Project represents ≈10.6% of current tax base and ≈10% of annual ad valorem revenue.

Risks, Reporting and Clawbacks

- County and City AVT Programs require annual reporting and validation with Brevard County Property Appraiser.
- City ED Incentive Agreements and AVT Ordinance
  - Maintains clawback provisions
  - Performance based

RISK:

- Initial $500,000 cash incentive upon securing all federal, state and city approvals (site plan, and ultimately building permit)

Local Incentive Package

- Project is eligible for nearly $3 million in economic development incentives, to include an AVT abatement for nine (9) years worth approx. $2.85 million and the maximum EDI Fund of $100,000, totaling ≈ $2.95M.
- Recommendation: Hybrid AVT Program/Cash ED Incentive
  - 40% AVT exemption for five years (≈ $920,288)
  - $2M cash upfront following benchmarks:
    - $500,000 at Building Permit Issuance
    - $500,000 upon Completion of Site Improvements
    - $500,000 at C.O. Issuance
    - $500,000 upon Commencement of Business Operations
- Total value of recommended incentive package: ≈$2.92M

Requested Action:

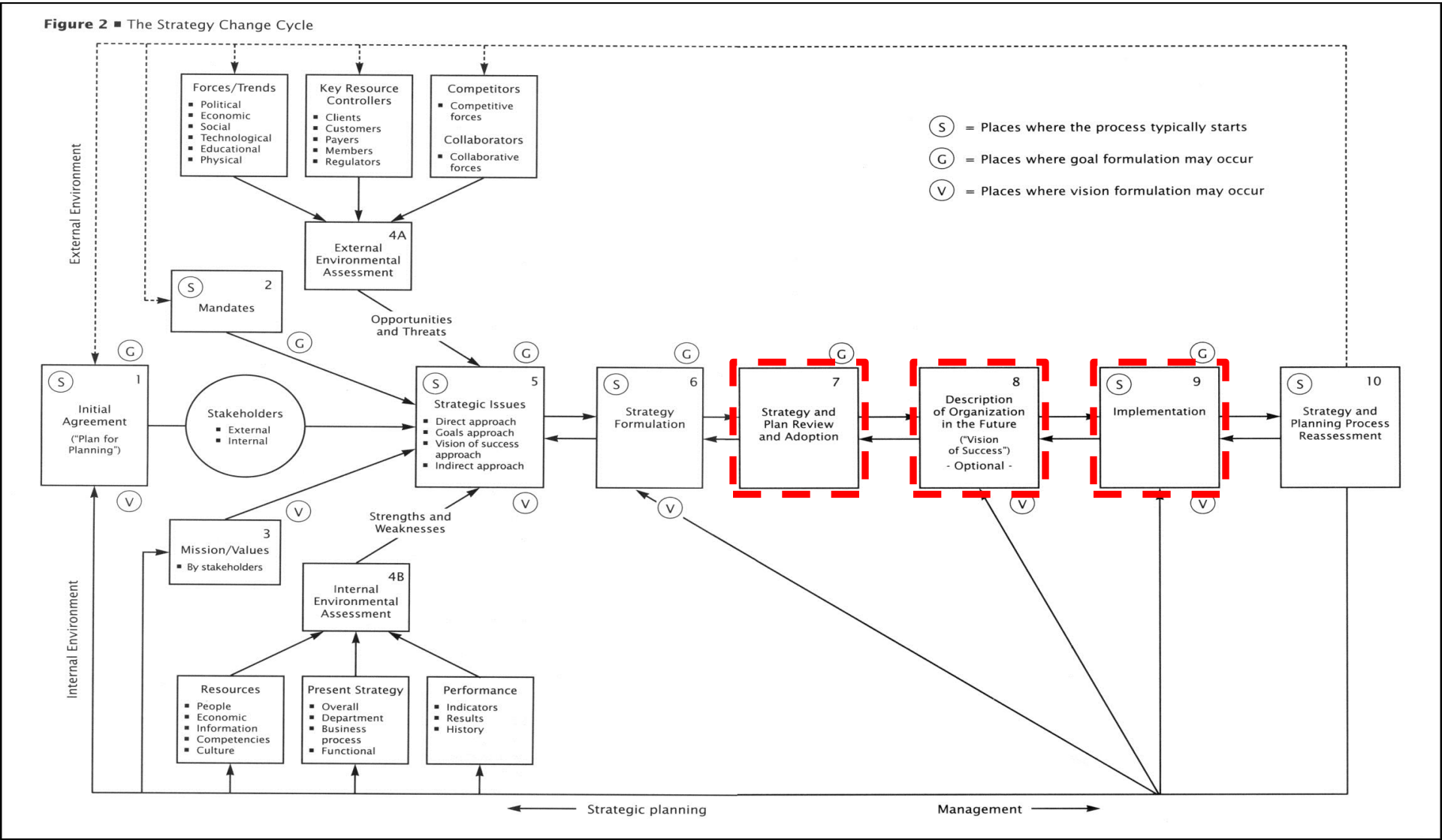
Approve the 2nd Reading of Ordinance 12-2016 granting Project Citizen Kane an Ad Valorem Tax Abatement of 40% for 5 years; Approve cash incentive of $2,000,000; and authorize the City Manager to finalize and execute the Economic Incentive Agreement

City of Cocoa Strategic Plan
May 2016

May 24th 2016

EXHIBIT C: Strategic Plan Presentation

Process Update



Strategic Plan Timeline

Date	Process	Implementation
April 2014	City staff identified- Mission, Values, Environmental Scan, Strategic Issues	
May 2014	Community Strategic Planning/Visioning Session	
September 2014	Crime Summit	
December 2014 – January 2015	Committee Members Confirmed Initial Committee Meeting	Implementation Began
January – May 2015	Committee Meetings	Implementation
May – July 2015	Committee Issue Drafting City Council Update(s)	Implementation
August – January 2016	Goals, Objectives and Action Item Draft Review and Refinement	Implementation
February – March 2016	City Council Review Goals, Objectives and Action Items	Implementation
May 2016	Plan Adoption/Implementation	Implementation

Strategic Issues

Issue	Question
Crime	How will the City continue to reduce crimes against persons and property to provide an environment where every citizen, business and visitor feels safe?
Image	How will the City improve its image, physically and emotionally?
Economic Development	How will the City increase its economic position within the Space Coast region to be more competitive in attracting private capital investment, businesses and jobs?
Employees	How will the City work to retain a qualified workforce and in addition prepare itself for the retirement of long-tenured employees, especially in organizationally critical positions?
Financial Stability	How will the City develop a financially sustainable revenue base and control expenses to support and deliver high quality municipal services?
Community Development (Redevelopment of the City's Core)	How will the City raise the quality of life for all its residents, especially those most vulnerable and disadvantaged?
Public Safety	How will the City ensure that public safety resources are strategically allocated to provide the most effective and efficient delivery of public safety services for all residents?
Civic Engagement	How will the City foster citizen engagement, especially for those underserved and disadvantaged?

Crime

- **<u>Goal 1:</u> Reduce crime within the City of Cocoa by 50% based on UCR reporting by the year 2020.**
  - Objective 1.1: Deploy police personnel and resources in a manner to more effectively prevent and respond to crime in Cocoa.
  - Objective 1.2: Enhance the community participation in crime reduction efforts.

- **<u>Goal 2:</u> To address long term social issues contributing to crime within the City of Cocoa through community policing.**
  - Objective 2.1: Ensure Cocoa citizens returning to the community from incarceration are provided support information on community resource partners.
  - Objective 2.2: Provide support to the local educational system in Cocoa (increase the educational attainment of Cocoa citizens).
  - Objective 2.3: Encourage the youth of the community to use police officers as a resource rather than an adversary.

Crime Awareness and Prevention Committee

Staff Representative– Michael Cantaloupe	
Alex Goins, Appointed Councilman Blake	Phil Archer, State Attorney
Pastor Errol Beckford, Celebration Tabernacle Church	Ralph Perrone Sr., Perrone Properties/Auxiliary Officer, Appointed Councilman Tyler Furbish
Kathy Moore, Citizen Advocate	Ted Lightle, Appointed Mayor Henry Parrish III
Major John Hankins, Cocoa Police	CPD Chaplain Thomas Unrath, Messiah Evangelical Lutheran Church , Appointed Deputy Mayor Don Boisvert
Michael Flint, University of Central Florida	Roland (Bo) West, Appointed Councilwoman Warner Appointee

Image (Physical)

- **Goal 1: Create a sense of "place", a destination – Cocoa needs to be a unique place to visit, not just to pass through, by improving the city's Physical Image.**
  - Objective 1.1: Improve the city's image through aesthetic improvement of its Physical Infrastructure including streets, public buildings, public areas and parks.
  - Objective 1.2: Improve Cocoa's Image through improved lighting and electrical utility improvements along roads.
  - Objective 1.3: Create Safe Walkable Streets with access to different modes of transportation.
  - Objective 1.4: Improve the city's physical Image through improvement of the appearance of privately-owned properties within Cocoa through improved maintenance, code enhancements and incentives.
  - Objective 1.5: Improve the City's Image through removal of unsightly graffiti and waste accumulation.
- **Goal 2: Build on the success of the Cocoa Village image to expand and improve the physical image of the overall city.**
  - Objective 2.1: Expand the City's Branding Efforts beyond existing city buildings and downtown areas.
  - Objective 2.2: Create additional Recreational Opportunities within the city outside of the Downtown Area.

Image (Emotional)

- **Goal 1: Manage the perceptions of the City of Cocoa.**
  - Objective 1.1: Ensure accurate dissemination of crime related data and information for Cocoa.
  - Objective 1.2: Increase the timeliness and accuracy of print and news media.
  - Objective 1.3: Increase the positive perception of Cocoa Schools.
  - Objective 1.4: Re-brand Cocoa in a positive fashion.
  - Objective 1.5: Create and enhance communication tools with the community and visitors.
- **Goal 2: Ensure city resources are coordinated to best promote the city.**
  - Objective 2.1: Develop a marketing strategy for the city.
  - Objective 2.2: Collaborate and coordinate with the City's Office of Economic Development and its promotion and marketing efforts.
  - Objective 2.3: Expand the marketing of special events, facilities and recreation.
  - Objective 2.4: Promote Historic Cocoa Village as a historic downtown destination.

Image Committee

Physical- Ed Wegerif	Emotional- Samantha Senger
Dennis Bunt – Code Enforcement	Jenn Sugarman - Convention & Visitors Bureau/Chamber of Commerce
Frank Mirabito, Rhonda Dingman – PW Staff	Mara Bellaby - Media (Florida Today)
Virginia Gaylor - Keep Brevard Beautiful	Allan Chapman - Historic Cocoa Village Association
Tom Vill – ISI - Streetscape Consultant	Barbara Matthews – Police Department PIO
Susan McGrady - Cocoa CRA	Don Downs – Utilities PIO
Dina Reider-Hicks - Waste Management	Lisa Moody - Leisure Services
Jack Masson– Brevard County Parks and Rec	Esme Doucette - Economic Development

Community Development

(Redevelopment of the City's Core)

- Goal 1: Implement a Neighborhood Improvement Plan on a neighborhood by neighborhood basis throughout the City of Cocoa, especially those neighborhoods not being served by a community redevelopment area.
  - Objective 1.1: Undertake neighborhood assessment to determine strengths and challenges.
  - Objective 1.2: Identify strategies and resources needed to address issues and deficiencies identified in Objective 1.1.
- Goal 2: Research the following programs and incentive opportunities and assess viability in targeted neighborhoods.
  - Objective 2.1: Improve residential development and rehabilitation.
- Goal 3: Promote equitable development to achieve and advance social, economic, health and environmental justice.
  - Objective 3.1: To address community housing needs through a diversity of housing options.
  - Objective 3.2: To address industrial and commercial properties contaminated with hazardous waste or pollution.

Community Development Committee

Committee Chair – Steve Belden	
George Puskar	Delores McLaughlin, Alliance for Neighborhood Restoration
Nicole Meyers, Rocket City Retro, Appointed Councilwoman Warner	Jim Gifford, Code Enforcement Board, Appointed Councilman Don Boisvert
Justin Morton, Centennial Development Group	Lt. Robert Bobay, Cocoa Police Department
Pastor Errol Beckford, Celebration Tabernacle Church	Shauna Ginn, Housing Authority of the City of Cocoa
Pat Mastropaolo, Oleander Pointe, Appointed Councilman Tyler Furbish	Myra Monreal, Myra Planning & Design
Dominick Razelli, Residential Developer	

Economic Development

- **Goal 1: Attraction & Recruitment of $100 million of taxable value by FY 2020.**
  - Objective 1.1: Attraction of new business and industry through targeted marketing efforts, data collection and maintenance.
  - Objective 1.2: Recruit new business and industry to increase private capital investment and job creation.
  - Objective 1.3: Re-establish boundaries for the City through annexations that will result in additional taxable value.
- **Goal 2: Retain and expand business and industry.**
  - Objective 2.1: Foster a skilled workforce.
  - Objective 2.2: Retain existing industry and jobs.
- **Goal 3: Increase the economic prosperity of Historic Cocoa Village.**
  - Objective 3.1: Ensure that there is adequate parking available to meet the needs of the downtown business patrons.
  - Objective 3.2: Increase the number of permanent residents living within Historic Cocoa Village.

Economic Development Committee

Staff Representative– Joan Junkala	
Julie Roslin, Space Coast EDC	Hunter Richards, Balmoral Group
Judy Blanchard, CareerSource Brevard	Vince Lopresti, Banking
Ralph Perrone, Sr., Real Estate	Ken Wilshire, Cocoa Main Street
Duane Watson, Real Estate	Tammie Nemecek, Grow FL
David Lightholder, Building Contractor	Linda Webster, Cocoa Beach Regional Chamber of Commerce
Eddie Lebron, Developer	Randy Barrage, Business Resource
Justin Morton, Developer	Dale Coxwell, Local Business
Bob Harvey, Citizen Advocate	Jeff Arnott, Educational Institution
Thomas Moviel, Balmoral Group	Steve Belden, City Staff
Nancy Dresser, City Staff	Esme Doucette, City Staff

Fiscal Sustainability

- **Goal 1: Maintain long term fiscal sustainability.**
  - Objective 1.1: Maintain and control the expenditure levels, and reduce when appropriate, while not substantially affecting the levels of service.
  - Objective 1.2: Diversify and enhance the revenue base available to fund city operations.
- **Goal 2: Promote greater transparency in budgeting and financial matters.**
  - Objective 2.1: Encourage stakeholders to participate in budget workshops and meetings.
  - Objective 2.2: Educate community stakeholders.
- **Goal 3: Continuously increase organizational efficiency and effectiveness.**
  - Objective 3.1: Systematically evaluate service delivery methods.
  - Objective 3.2: Implement a performance measurement system across the City organization.

Fiscal Sustainability Committee

Committee Chair– Micki Abdi	
Teri Butler, Finance Director	Charlene Neuterman, Project Manager
Jack Walsh, Utilities Director	Anthony Hagan, Grants Administrator
Lisa Jones, Budget Administrator	Gene Prince, Fire Chief
Eric Austin, Police Major	Scott Jackson, Jackson Private Wealth Management

Public Safety

- **<u>Goal 1:</u> To ensure that public safety resources are strategically allocated to provide the most effective and efficient delivery of public safety services.**
  - Objective 1.1: To incorporate data based decision making when determining effective and efficient delivery of services.
  - Objective 1.2: To ensure training and equipment are sufficient to meet service demands.
  - Objective 1.3: To incorporate advances in technology related to effective and efficient delivery of public safety services.
  - Objective 1.4: To engage the citizens in the public safety service delivery process.

Employees

- **Goal 1: To recruit a highly qualified workforce that is reflective of the community they represent.**
  - Objective 1.1: Develop staffing plans to ensure the departments are hiring the highest caliber of job applicants through a streamlined, efficient and transparent recruitment process, while adhering fully to all legal hiring procedures.
  - Objective 1.2: Ensure the demographics of the City of Cocoa employees are reflective of the community in which they serve by targeted recruitment activities.
  - Objective 1.3: To improve the internal applicant process.
- **Goal 2: To improve the retention and development of current employees.**
  - Objective 2.1: Ensure all employees have the proper training to complete their duties as assigned.
  - Objective 2.2: Develop a succession planning program to prepare the City for the retirement of long-tenured employees, especially in organizationally critical positions.
- **Goal 3: To reduce the employee's exposure to the impact of unfortunate events while maintaining a high level of service.**
  - Objective 3.1: Ensure all employees work in a secure and safe environment.

Employee Committee

Staff Representative– Tammy Gemmati	
Gina Maxwell, Human Resources Manager	Carie Shealy, City Clerk
Bill Mills (PBA), Police Sergeant	Frank Palmieri (LIUNA), Lead Certified Operator A
Brian Ackerman (IAFF), Firefighter	Tony Jones, Public Works Fleet Manager
David Fisher, Dyal Plant Superintendent	Brandon Cox, Utilities Water Field Operations Supervisor
Angela Ferguson, Assistant City Clerk	Robert Steele, Information Technology Manager

Civic Engagement- Lead Brevard

- Volunteer Boards
  - Increase recruitment and/or qualification efforts.
  - Develop a training program for prospective and sitting board members, for example “City of Cocoa Volunteer Academy.”
  - Increase recognition of volunteer board members.
- Business Engagement
  - Develop a survey to be used for the purposes of obtaining information regarding business programs and trainings.
  - Develop and active business list incorporating various information for communication and basic information.
  - Increase communication between the Cocoa Village associations and Diamond Square to provide support for a business corridor in Diamond Square.
  - Expand programs for manufacturing recruitment, support and retention.
  - Celebrate small, medium and large businesses at least semi-annually in council meetings and annual events.
- Electronic Communication
  - Utilize online survey tools to solicit information from citizens.
  - Use social media to engage followers
  - Improve the website to better engage users.
- Public Meetings
  - Annual survey to be sent out to include alternate meeting locations.
  - Increase the publicity of meetings.
  - Alternative meeting mediums/promotion.

Team Members

Member Name	Organization
Stephen Baughn	U.S. General Services Administration
Kelly Corley	Clevens Face & Body Specialists
Mark Mullins	Brevard Public Schools
Tamara Pope	NASA
Captain. John Sager	Naval Ordinance Test Unit
James Tuggle	Waste Management
Bob Urie	Brevard County Sheriff's Office
Linda Webster	Cocoa Beach Regional Chamber of Commerce
Rachad Wilson	Endeavour Elementary

Implementation

- On Going
- 6 Months, Short Term
- 6 Mo. – 2 Years, Medium Term
- 2 Years – 5 Years, Long Term

CRIME AWARENESS AND PREVENTION COMMITTEE





Goal 1: Reduce crime within the City of Cocoa by 50% based on UCR reporting by the year 2020.

Objective 1: Deploy personnel and resources in a manner to more effectively prevent and respond to crime in Cocoa						
Goal Key	Action Item	Implementation Term	Implemented	Complete	Cost	Responsible Position
1.1(a)	Create and monitor a monthly offender top 12 list.	On Going	X		-	Police Department
1.1(b)	Create and monitor a monthly repeat victim list.	On Going	X		-	Police Department
1.1(c)	Monitor the top crime locations based on calls for service and develop an action plan for each location.	On Going	X		-	Police Department
1.1(d)	Monitor the top crime types and develop an action plan for each type.	On Going	X		-	Police Department
1.1(e)	Monitor Florida Department of Law Enforcement habitual criminal and sex offender registration to ensure compliance is being met with state law and increase awareness within the community.	On Going	X		-	Police Department
1.1(f)	Coordinate with Code Enforcement to gain compliance of chronically nuisance properties.	On Going			-	Police Department /Community Services
1.1(g)	Utilize predictive policing software to ensure personnel are in the best position to prevent crime.	Short	X		-	Police Department /Information Technology
1.1(h)	Provide increased presence in crime "hot spots" to reduce criminal activity.	Short			-	Police Department
1.1(i)	Improve internal communication sharing between all shifts and department personnel through the use of technology.	Medium			-	Police Department /Information Technology

The strategic plan document is not static.

Questions

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	16-242	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	6/7/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Legislative Update provided by Jerry Sansom.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	16-241	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	6/3/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Approve the revision of the City's Pay Plan to change the pay grade of the Utilities Director position. (City Manager)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	City of Cocoa Pay Plan.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 3, 2016
Agenda Date: June 14, 2016
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:

Approve the revision of the City's Pay Plan to change the pay grade of the Utilities Director position.

BACKGROUND:

Prior to and following the City Council Utilities Workshop, a local salary survey was conducted by reviewing comparable Utilities Director (among other positions) salaries of local Brevard County municipalities. Additionally, salary data was analyzed from the 2015 American Water Works Association Compensation Survey (Large Water and Wastewater Utilities) for Top Executives (Utility Directors) of comparable utilities systems within the State of Florida as well as by total employment and size of population served.

This analysis is consistent with the recommendations of the City's Compensation Study (June 16, 2015), where if warranted or needed, the City was encouraged to assess market competitiveness through conducting small-scale salary surveys for critical positions. The City's utility system is a regional water system with approximately 82,000 customers serving Central Brevard, to include providing potable water to the Kennedy Space Center, the 45th Space Wing (Patrick AFB/Canaveral AFS), and Port Canaveral.

Based on the survey results, it is recommended to reclassify the Utilities Director from pay grade 17 to 19 with the new minimum and maximum of $88,000 - $149,600. Following City Council approval of the requested action, the City Manager will adjust the Utilities Director salary in the FY2016 year

accordingly.

STRATEGIC PLAN CONNECTION:

This item has a strategic plan connection under the Employee issue to help retain city employees for long-tenure.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the revision of the City's Pay Plan to change the pay grade of the Utilities Director position.

Police

OPEN RANGE PLAN

	Hourly			Annually			
Grade	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum	Positions
6	14.18	14.33	22.64	$ 29,494.40	$ 29,806.40	$ 47,091.20	Dispatcher/Communications Officer
9	17.79	23.20	28.61	$ 37,003.20	$ 48,256.00	$ 59,508.80	Police Officer
12	23.27	29.54	35.82	$ 48,401.60	$ 61,443.20	$ 74,505.60	Police Sergeant

** Annual rates are divisible by 2080

Hours Worked per Year	2080

Revised Date
6/7/2016

Fire

OPEN RANGE PLAN

	Hourly			Annually				
Grade	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum	Positions	Old Grade
8	13.29	17.19	21.09	$ 34,554.00	$ 44,698.00	$ 54,834.00	Firefighter/EMT	F05
9	14.24	18.51	22.78	$ 37,024.00	$ 48,126.00	$ 59,228.00		
12	20.20	24.45	28.70	$ 52,520.00	$ 63,566.00	$ 74,620.00	Fire Lieutenant/EMT	F10

** Annual rates are divisible by 2600

**** Annual rates are divisible by 2600**

Revised Date
6/7/2016

LIUNA

OPEN RANGE PLAN

	Hourly			Annually			
Grade	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum	Positions
2	10.38	13.50	16.62	$ 21,590.40	$ 28,080.00	$ 34,569.60	Custodial Worker
3	11.22	14.58	17.94	$ 23,337.60	$ 30,326.40	$ 37,315.20	Maintenance Worker I-Buildings Maintenance Worker I-Public Works/Leisure Services Maintenance Worker I-Sellers Maintenance Worker I-Water Maintenance Worker I-Water Field Operations
4	12.11	15.75	19.38	$ 25,188.80	$ 32,760.00	$ 40,310.40	Automotive Stock Clerk Maintenance Worker II-Buildings Maintenance Worker II-PW/Leisure Services Maintenance Worker II-Stormwater MAINTENANCE WORKER II - WFO Meter Reader Stock Clerk
5	13.08	17.01	20.93	$ 27,206.40	$ 35,380.80	$ 43,534.40	Apprentice Electrician Back-Flow Technician Cashier Customer Service Field Representative Customer Service Representative Maintenance Worker III-Buildings Maintenance Worker III-Public Works Maintenance Worker III-Water Maintenance Worker III-Water Field Operations Meter Technician Senior Stock Clerk Sludge Equipment Operator Utility Line Locator Utility Mechanic I-Sellers Utility Mechanic I-Water Utility Mechanic I-Water Field Operations Valve Operator
6	14.13	18.37	22.60	$ 29,390.40	$ 38,209.60	$ 47,008.00	Apprentice Operator Industrial Electrician I Mechanic I
7	15.26	19.84	24.41	$ 31,740.80	$ 41,267.20	$ 50,772.80	Certified Operator C License Crewleader-Stormwater Environmental Analyst I Heavy Equipment Operator
8	16.48	21.42	26.37	$ 34,278.40	$ 44,553.60	$ 54,849.60	Certified Operator B Lead Certified Operator B License Mechanic II Utility Mechanic II-Sellers Utility Mechanic II-Water Utility Mechanic II-Water Field Operations Lead Operator
9	17.80	23.14	28.48	$ 37,024.00	$ 48,131.20	$ 59,238.40	Certified Operator A Lead Certified Operator A License Environmental Analyst II Industrial Electrician II Electrician II

** Annual rates are divisible by 2080

Hours Worked per Year	2080

Revised Date
6/7/2016

General-NonExempt "GH" (Hourly)

OPEN RANGE PLAN

	Hourly			Annually			
Grade	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum	Positions
1	10.10	13.13	16.16	$ 21,008.00	$ 27,310.40	$ 33,612.80	Janitorial Attendant School Crossing Guard-PT
2	10.38	13.50	16.62	$ 21,590.40	$ 28,080.00	$ 34,569.60	Human Resources Intern
3	11.22	14.58	17.94	$ 23,337.60	$ 30,326.40	$ 37,315.20	Facilities Attendant HELP DESK SUPPORT TECNICIAN
4	12.11	15.75	19.38	$ 25,188.80	$ 32,760.00	$ 40,310.40	Administrative Secretary Business Assistance Technician Engineering Intern Information Technology Intern Office Assistant Office Clerk Police Records Clerk Receptionist Records Technician
5	13.08	17.01	20.93	$ 27,206.40	$ 35,380.80	$ 43,534.40	Accounts Payable Clerk Administrative Assistant Engineering Representative License/Permit Technician Accounting Clerk Community Service Technician
6	14.13	18.37	22.60	$ 29,390.40	$ 38,209.60	$ 47,008.00	Accounting Technician Booking Officer-PT Contract Technician Desktop Support Technician
7	15.26	19.84	24.41	$ 31,740.80	$ 41,267.20	$ 50,772.80	CAD Drafter Code Enforcement Officer Crime Scene Technician Field Inspector Field Operations Technician Human Resources Technician Planning & Code Enforcement Technician Senior Customer Service Field Representative Senior Customer Service Representative Water Reclamation System Coordinator PAYROLL TECHNICIAN
8	16.48	21.42	26.37	$ 34,278.40	$ 44,553.60	$ 54,849.60	Engineering Technician Field Inspector II
9	17.80	23.14	28.48	$ 37,024.00	$ 48,131.20	$ 59,238.40	Accreditation/Training Coordinator Assistant City Clerk Building Inspector Housing Program Coordinator Leisure Services Coordinator Senior Buyer Procurement Card Coordinator
10	19.22	24.99	30.75	$ 39,977.60	$ 51,979.20	$ 63,960.00	Supervisor II-Buildings Supervisor II-Public Works/Leisure Services Supervisor II-Sellers Supervisor II-Stormwater Supervisor II-Water Supervisor II-Water Field Operations

** Annual rates are divisible by 2080

Hours Worked per Year	2080

Revised Date
6/7/2016

Non-Union General - Exempt "GE" (Salary)

OPEN RANGE PLAN

	Hourly			Annually			
Level	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum	Positions
7	15.26	19.84	24.41	$ 31,740.80	$ 41,267.20	$ 50,772.80	Desktop Support Specialist
8	16.48	21.42	26.37	$ 34,278.40	$ 44,553.60	$ 54,849.60	
9	17.80	23.14	28.48	$37,024.00	$ 48,131.20	$ 59,238.40	Conservation & Public Relations Officer Criminal Intelligence Analyst Engineering Project Coordinator GIS Analyst Payroll/Accounting Coordinator Residential Services Coordinator Staff Accountant Victim Advocate Coordinator Capital Project Field Inspector I Plans Examiner
10	19.22	24.99	30.75	$39,977.60	$ 51,979.20	$ 63,960.00	Accounting / Budget Analyst Budget Administrator Grants Administrator Human Resources Coordinator Programmer Analyst Safety Coordinator Systems Administrator Systems Analyst
11	20.76	26.99	33.21	$43,180.80	$ 56,139.20	$ 69,076.80	Customer Service Supervisor Economic Development Specialist Engineering Supervisor GIS Administrator Inspection Supervisor Network Administrator Public Relations Specialist
12	22.42	29.15	35.87	$46,633.60	$ 60,632.00	$ 74,609.60	Assistant Superintendent-Sellers Assistant Superintendent-Water Assistant Superintendent-Water Fields Operations Associate Engineer Chief Operator Chief Operator Wastewater Code Enforcement Supervisor CRA Program Manager Housing Program Manager Senior Planner Special Assistant to the City Manager Technical Services Supervisor Water Quality Assurance Supervisor GIS COORDINATOR TECHNICAL SERVICES SPECIALIST ASST SUPERINTENDENT - WFO
13	24.21	31.48	38.74	$50,356.80	$ 65,478.40	$ 80,579.20	Field Service Manager Leisure Services Manager Project Manager
14	26.15	34.00	41.84	$54,392.00	$ 70,720.00	$ 87,027.20	Accounting Manager District Fire Chief Economic Development Manager Facilities Manager Finance Manager Fleet Manager Human Resources Manager Police Lieutenant Purchasing/Contract Manager Streets/Stormwater Manager Support Services/Projects Manager Utility Customer Service Manager DYAL PLANT MANAGER INTERIM PURCHASING MANAGER POLICE TECHNOLOGY MANAGER
15	28.24	36.71	45.19	$58,739.20	$ 76,356.80	$ 93,995.20	Building Official City Clerk Engineering Division Manager Information Technology Manager Superintendent

Revised Date
6/7/2016

Non-Union General - Exempt "GE" (Salary)

OPEN RANGE PLAN

	Hourly			Annually			
Level	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**	**Positions**
							Water Field Operations Manager
16	30.50	39.65	48.80	$63,440.00	$ 82,472.00	$101,504.00	Deputy Director Community Services Deputy Fire Chief Deputy Utilities Director Police Major DEPUTY FINANCE DIRECTOR
Grade	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**	**Positions**
17	33.65	45.43	57.21	$69,992.00	$ 94,494.40	$118,996.80	Administrative Services Director Community Development Dir/Planning & Zoning Admin Fire Chief Police Chief Public Works Director/City Engineer Utilities Director FINANCE DIRECTOR
18	40.38	54.52	68.65	$ 83,990.40	$ 113,401.60	$ 142,792.00	Assistant City Manager
19	42.31	57.12	71.92	$ 88,004.80	$ 118,809.60	$ 149,593.60	Finance Director/Assistant City Manager

** Annual rates are divisible by 2080

Hours Worked per Year	**2080**

Revised Date
6/7/2016

Legislation Details (With Text)

File #:	16-232	**Version:**	1	**Name:**	820 Rosa Jones Dr FLUM 2nd reading
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/1/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Ordinance 08-2016: 2nd & Final Reading: Amending the Future Land Use Map designation of one (1) parcel from “Medium Density Residential” to “Neighborhood Commercial.”(Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 08-2016 FLUM Rosa L Jones.pdf Exhibit A Legal Description.pdf 820RosaLJonesDr_FLUBoth_AGIS103.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 1, 2016
Agenda Date: June 14, 2016
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the second reading of Ordinance 08-2016, amending the Future Land Use Map designation of one (1) parcel from “Medium Density Residential” to “Neighborhood Commercial.”

BACKGROUND:

Applicant: Gencon USA LLC
Wazir Mohammed
14828 Pellicer Drive
Orlando, FL 32828

Location: 820 Rosa L. Jones Drive

Overview of Surrounding Area:			
	Future Land Use	**Zoning**	**Existing Use**
North	Institutional	C-N	Emma Jewel Charter Academy
South	Commercial (City of Rockledge)	C2 - General Comme (City of Rockledge)	Vacant Commercial

East	Medium Density Resi	RU-1-7	Single-family Residence
West	Medium Density Resi	RU-1-7	Vacant Apartment Building

The applicant is requesting to amend the Future Land Use Map (FLUM) designation of the subject parcel from “Medium Density Residential” to “Neighborhood Commercial.” “Medium Density Residential” allows a density of up to 15 units per acre whereas the “Neighborhood Commercial” designation provides for a 0.75 FAR (Floor Area Ratio). The FAR is the total floor area in square feet of a principal structure on any lot divided by the gross area of the lot in square feet.

The existing two-story building contains approximately 27,000 SF of floor area, with 40 vacant apartment units. The area of the subject property is approximately 40,900 SF. Therefore, the FAR for the existing building is 66%.

The applicant has also submitted an application to rezone the property from the existing RU-1-7 (Single Family Dwelling) zoning designation to a P-S (Professional, Offices and Services) zoning designation. The applicant is proposing to renovate the existing building in order to provide space for office, medical, and professional uses.

The applicant has reached out to the surrounding area by holding a community meeting at the Emma Jewel Charter Academy on April 30, 2015 and again on March 14, 2016. The meeting in 2015 drew approximately half a dozen citizens to discuss potential uses for the subject property. No citizens attended the March 14, 2016 meeting.

Small-Scale Comprehensive Plan Amendment Analysis

Consistency with Code of the City of Cocoa

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

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

Applicant Response: *No, it will enhance and improve.*

Staff Response: The proposed amendment would have no negative impact on the city’s budget. The “Neighborhood Commercial” Future Land Use designation is intended to be low-impact in nature and serve the needs of the immediate residential area. The proposed amendment to “Neighborhood Commercial” will allow an existing structure that has been vacant for several years to be re-purposed to a use compatible with the surrounding community. The current single family zoning does not allow the existing structure to be used for multi-family and therefore is non-conforming.

b. Whether the proposal will diminish the service level of public facilities;
Applicant Response: *No.*

Staff Response: The Future Land Use amendment will not negatively impact or diminish the service

level of public facilities.

Potable Water: The subject property is served by the City of Cocoa Utilities Department for water service.

Sanitary Sewer: The subject property is served by the City of Cocoa Utilities Department for sanitary sewer service.

Solid Waste: The subject property has garbage service provided by Waste Management.

Transportation: The subject property is accessed from Rosa L. Jones Drive. The City of Cocoa Comprehensive Plan 2010-2020, Volume 1 Goals, Objectives, & Policies, Map M-II-2: Functional Roadway Classification Map identifies Rosa L. Jones Drive as a collector roadway. This portion of Rosa L. Jones is operating at a Level of Service C. Sufficient capacity will continue to exist in the long-range planning horizon.

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

Applicant Response: *Favorably impact the environment as our proposal will require green areas.*

Staff Response: The applicant is proposing to renovate the existing building into office units for professional and/or medical uses. Any renovations to the existing building would have to comply with all applicable local, state, and federal environmental regulations.

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

Applicant Response: *No response.*

Staff Response: East Central Florida 2060 Plan (formerly East Central Florida Regional Planning Commission Strategic Regional Policy Plan) states the following:

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

The subject property is located along a SCAT bus route, approximately 800 feet from a bus stop at the Rosa L. Jones Dr./S. Fiske Blvd. intersection.

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

Applicant Response: *This proposal will not adversely affect the City neighborhood and its services. Instead, it will provide employment, increase property values, etc.*

Staff Response: A preliminary concurrency review has not been completed. A final concurrency evaluation will be required prior to the issuance of a development permit.

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

Applicant Response: *There are commercial entities next to and across the street and all along the street.*

Staff Response: The zoning along the southern side of Rosa L. Jones Drive (between US 1 and S. Fiske Blvd.), which is within the limits of the City of Rockledge, is a mix of commercial, industrial, and high density, multi-family residential. This same portion of Rosa L. Jones Drive on the north side within the City of Cocoa is predominately zoned RU-1-7 with pockets of C-N zoning in the general area. If the proposed FLUM amendment and subsequent rezoning is approved, the applicant has expressed an interest in providing office, medical, or professional-type uses, or combination of these uses, to the surrounding residential uses.

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

Applicant Response: *It will have a favorable impact on the people for employment and a better standard of living and very accessible to their homes.*

Staff Response: The current apartment building has been vacant for several years due to its non-conforming status. The proposed FLUM amendment would have no direct impact on the provision of housing.

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

Applicant Response: *Yes.*

Staff Response: The proposed FLUM amendment is consistent with the following Comprehensive Plan policy:

Policy 1.1.2.8: Neighborhood Commercial (NCOMM). Neighborhood Commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area.

A. Neighborhood Commercial areas may be allowed closer to the residential neighborhoods; and

C. Pedestrian connectivity between neighborhood commercial and surrounding multi-family developments is highly encouraged.

Sidewalks are installed on both sides of Rosa L. Jones Drive which provides connectivity to S. Fiske Blvd. and to the surrounding residential areas as well as Emma Jewel Charter Academy.

STRATEGIC PLAN CONNECTION:

Community Redevelopment is impacted by this agenda item.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

At its May 11, 2016 meeting, the Planning & Zoning Board recommended approval by a vote of 5-1 to amend the Future Land Use map designation of the subject parcel from “Medium Density Residential” to “Neighborhood Commercial).

RECOMMENDED MOTION:

Approve the second reading of Ordinance 08-2016, amending the Future Land Use Map designation of one (1) parcel from “Medium Density Residential” to “Neighborhood Commercial.”

ORDINANCE NO. 08-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF AN AMENDMENT TO THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA CONSISTING OF 0.94 TOTAL ACRES, MORE OR LESS, LOCATED AT 820 ROSA L. JONES DRIVE IN COCOA, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PARCEL FROM "MEDIUM DENSITY RESIDENTIAL" TO "NEIGHBORHOOD COMMERCIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. THE BREVARD COUNTY PROPERTY APPRAISER'S OFFICE IDENTIFIES THE PARCEL AS PARCEL ID 24-36-32-00-00778.0-0000.00.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on May 11, 2016, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the Local Planning Agency recommended the City Council adopt the comprehensive plan amendment set forth in this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held a duly noticed public hearing on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment

set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is 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 true and correct and are fully incorporated herein by this reference.

Section 2. Authority. This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Map. The City of Cocoa's Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of the real property legally described and depicted on **Exhibit "A"** from "Medium Density Residential" to "Neighborhood Commercial". Exhibit "A" is attached hereto and fully incorporated herein by this reference.

Section 5. 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 6. 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 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. Effective Date and Legal Status of the Plan Amendment. The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3187(5)(a), Florida Statutes. If the plan amendment is timely

challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued or commenced before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2016.

_____

HENRY U. PARRISH, Mayor

ATTEST:

_____

CARIE SHEALY, City Clerk

Exhibit "A"

LEGAL DESCRIPTION:

(820 ROSA L. JONES DRIVE)

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST; THENCE N90°00'00"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, FOR A DISTANCE OF 551.00 FEET TO A POINT; THENCE N00°12'15"E, FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF ROSA L. JONES DRIVE; THENCE CONTINUE N00°12'15"E, FOR A DISTANCE OF 396.30 FEET; THENCE S89°51'15"E, FOR A DISTANCE OF 100.00 FEET; THENCE S00°12'15"W, FOR A DISTANCE OF 396.04 FEET TO THE SAID NORTH RIGHT OF WAY LINE OF ROSA L. JONES DRIVE; THENCE N90°00'00"W, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

AND

(701 HOWARD STREET)

LOT 1, E.C JOHNSON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

City of Cocoa Future Land Use Map

Location Map for 820 Rosa L. Jones Dr.

From: Medium Density Residential To: Neighborhood Commercial

Exhibit "A"



N:\CommunityServices\Planning\LandUseUpdates\820RosaLJonesDr\820RosaLJonesDr_FLUBoth_AGIS103.mxd

Commercial

Low Density Residential

Medium Density Residential

Recreation/Open Space

Institutional

Neighborhood Commercial

Legislation Details (With Text)

File #:	16-233	**Version:** 1	**Name:**	820 Rosa Jones Drive rezoning 2nd reading
Type:	Ordinance		**Status:**	Public Hearing
File created:	6/1/2016		**In control:**	City Council
On agenda:	6/14/2016		**Final action:**	
Title:	Ordinance 09-2016: 2nd & Final Reading: Amending the zoning of the subject parcel from RU-1-7 Residential to PS (Professional, Offices and Services). (Community Services Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Ordinance No. 09-2016 Rezoning - Rosa L Jones.pdf Exhibit A Legal Description.pdf 820RosaLJonesDr_Zoning_AGIS103.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 1, 2016
Agenda Date: June 14, 2016
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the second reading of Ordinance 09-2016, amending the zoning of the subject parcel from RU-1-7 Residential to PS (Professional, Offices and Services).

BACKGROUND:

Applicant: Gencon USA LLC
Wazir Mohammed
14828 Pellicer Drive
Orlando, FL 32828

Address: 820 Rosa L. Jones Drive

Future Land Use:	Current: Medium Density Residential Proposed: Neighbo
Zoning District(s):	Current: RU-1-7 (Single Family Dwelling) Proposed: P-S Services)
Existing Land Use:	Vacant, 2-story Apartment Building
Council District:	District 1 - Councilmember Blake
Overview of Surrounding Area:	

	Future Land Use Designations	Zoning Districts	Land Uses
North	Institutional	C-N	Emma Jewel Chart Academy
South	Commercial (City of Rockledge)	C2 - General Commercial (City o Rockledge)	Vacant Commercia
East	Medium Density Residential	RU-1-7	Single-family Residence
West	Medium Density Residential	RU-1-7	Vacant Apartment Building

The applicant is requesting to amend the Zoning Map designation of the subject parcel from RU-1-7 (Single Family Dwelling) to P-S (Professional, Offices and Services) in order to renovate the existing two-story apartment building and provide space for office, medical, and professional uses.

The provisions of the P-S district are intended to apply to an area adjacent to major streets and complementary to major commercial uses. The types of uses permitted and other restrictions are intended to provide an amenable environment for the development of professional offices and services separate from the intensive development of commercial and industrial facilities.

The applicant has submitted an application to amend the Future Land Use Map from “Medium Density Residential” to “Neighborhood Commercial” which would be consistent with the proposed P-S rezoning request.

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXII, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Applicant Response: *No.*

Staff Response: The zoning along the southern side of Rosa L. Jones Drive (between US 1 and S. Fiske Blvd.), which is within the limits of the City of Rockledge, is a mix of commercial, industrial, and high density, multi-family residential. This same portion of Rosa L. Jones Drive on the north side within the City of Cocoa is predominately zoned RU-1-7 with pockets of C-N zoning in the general area. If the proposed rezoning is approved the applicant has expressed an interest in providing office, medical, or professional-type uses, or combination of these uses, to the surrounding residential uses.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Applicant Response: *No.*

Staff Response: The properties immediately to the east and the property immediately to the west are zoned RU-1-7. The property immediately to the north is zoned C-N (Emma Jewel Charter Academy). The properties on the south side of Rosa L. Jones Drive, located in the City of

Rockledge, are zoned C2 - General Commercial. There are also other pockets of C-N zoning in the general area. The subject property is within 800 feet of the S. Fiske Blvd. commercial 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.

Applicant Response: *No.*

Staff Response: The land use pattern along Rosa L. Jones Drive, between US 1 and S. Fiske Blvd., is a mix of commercial, industrial, and high density, multi-family residential uses. The proposed future land use amendment to "Neighborhood Commercial" and the proposed rezoning to P-S will allow the existing structure that has been vacant for several years to be re-purposed to a use compatible with the surrounding community. The current single family zoning does not allow the existing structure to be used for multi-family and therefore is non-conforming.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Applicant Response: *No.*

Staff Response: Staff believes the boundaries are logically drawn in relation to the existing uses in the area.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Applicant Response: *No.*

Staff Response: The FLUM designation for the subject lot is proposed to be amended to "Neighborhood Commercial." The proposed rezoning would be consistent with the following Future Land Use Element of the Comprehensive Plan:

Policy 1.1.2.8: Neighborhood Commercial (NCOMM). Neighborhood Commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area.

A. Neighborhood Commercial areas may be allowed closer to the residential neighborhoods; and

C. Pedestrian connectivity between neighborhood commercial and surrounding multi-family developments is highly encouraged.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Applicant Response: *No response.*

Staff Response: The intent of the rezoning request is to be able to provide professional services to the surrounding residential uses. The current apartment building has been vacant for several years due to its non-conforming status. The current single family zoning does not allow the existing structure to be used for multi-family and therefore is non-conforming.

g. The proposed change will adversely influence living conditions in the neighborhood.

Applicant Response: *Yes, it will enhance the living conditions of the neighborhood.*

Staff Response: As there is already a mix of residential, commercial, and industrial uses in the area, the proposed rezoning would not adversely influence living conditions in the immediate area. The proposed renovation of the existing building would be an asset to the neighborhood.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Applicant Response: *No.*

Staff Response: The applicant has indicated the desire to attract smaller businesses for office, medical and professional uses. It is not anticipated that the proposed rezoning would create or excessively increase traffic congestions or otherwise affect public safety. Parking for employees and visitors will be provided in the back of the building with access provided from Knight Avenue.

i. The proposed change will create a drainage problem.

Applicant Response: *No.*

Staff Response: No drainage problems are anticipated as a result of the rezoning. Any renovations to the existing building would be required to comply with all applicable regulations and permitting requirements.

j. The proposed change will seriously reduce light and air to adjacent areas.

Applicant Response: *No.*

Staff Response: Any proposed use associated with the proposed rezoning, or any renovations to the existing building, would be required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced.

k. The proposed change will adversely affect property values in the adjacent areas.

Applicant Response: *Yes, it should enhance property values.*

Staff Response: It is not anticipated that property values would be affected by the proposed rezoning. The proposed zoning will require adequate buffering to protect the adjacent residential properties.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Applicant Response: *No.*

Staff Response: Rather than having a vacant, non-conforming structure, the applicant is proposing to renovate the building to provide services to the surrounding community.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Applicant Response: *No.*

Staff Response: The proposed change will not constitute a grant of special privilege to the property owner of the subject property as contrasted with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Applicant Response: *No response.*

Staff Response: The existing apartment building has been vacant for several years and the applicant is proposing to renovate the building in order to provide space for office, medical, and professional uses that would be compatible with the surrounding community. The current single family zoning does not allow the existing structure to be used for multi-family and therefore is non-conforming.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Applicant Response: *No.*

Staff Response: The proposed rezoning is not out of scale with the needs of the neighborhood and would provide office, medical, and/or professional uses to the surrounding residential uses.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Applicant Response: *This property is already acquired by the applicant/owner.*

Staff Response: The applicant is proposing to renovate the existing non-conforming building to allow for uses that would be compatible with the immediate area in which the City is supportive of.

Consistency with Comprehensive Plan Policies and Objectives

The proposed P-S zoning designation is consistent with the allowable uses under the “Neighborhood Commercial” Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City’s adopted Comprehensive Plan.

STRATEGIC PLAN CONNECTION:

Community Redevelopment is impacted by this agenda item.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

At its May 11, 2016 meeting, the Planning & Zoning Board recommended approval by a vote of 5-1 of the rezoning of the subject property from RU-1-7 Residential to P-S, (Professional, Offices, and Services).

City Council approved the first reading of Ordinance 09-2016, at its May 24, 2016 meeting.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 09-2016, amending the zoning of the subject parcel from RU-1-7 Residential to PS (Professional, Offices and Services).

ORDINANCE NO. 09-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.94 ACRES, MORE OR LESS, AND LOCATED AT 820 ROSA L. JONES DRIVE IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A", ATTACHED HERETO, FROM RU-1-7 (SINGLE FAMILY RESIDENTIAL) TO P-S (PROFESSIONAL, OFFICES AND SERVICES); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. THE BREVARD COUNTY PROPERTY APPRAISER'S OFFICE IDENTIFIES THE PARCEL AS PARCEL ID 24-36-32-00-00778.0-0000.00.

WHEREAS, the City Council is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa recommended approval of this Ordinance on May 11, 2016; and

WHEREAS, the City Council of the City of Cocoa held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa, Florida.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of

Cocoa, as described in City of Cocoa Code, Appendix A, Article VIII, Section 1, is hereby amended to include a change of classification from "RU-1-7 (Single Family Residential District) to P-S (Professional Offices and Services District)," for the real property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of _____, 2016.

_____

Henry U. Parrish, III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Exhibit "A"

LEGAL DESCRIPTION:

(820 ROSA L. JONES DRIVE)

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

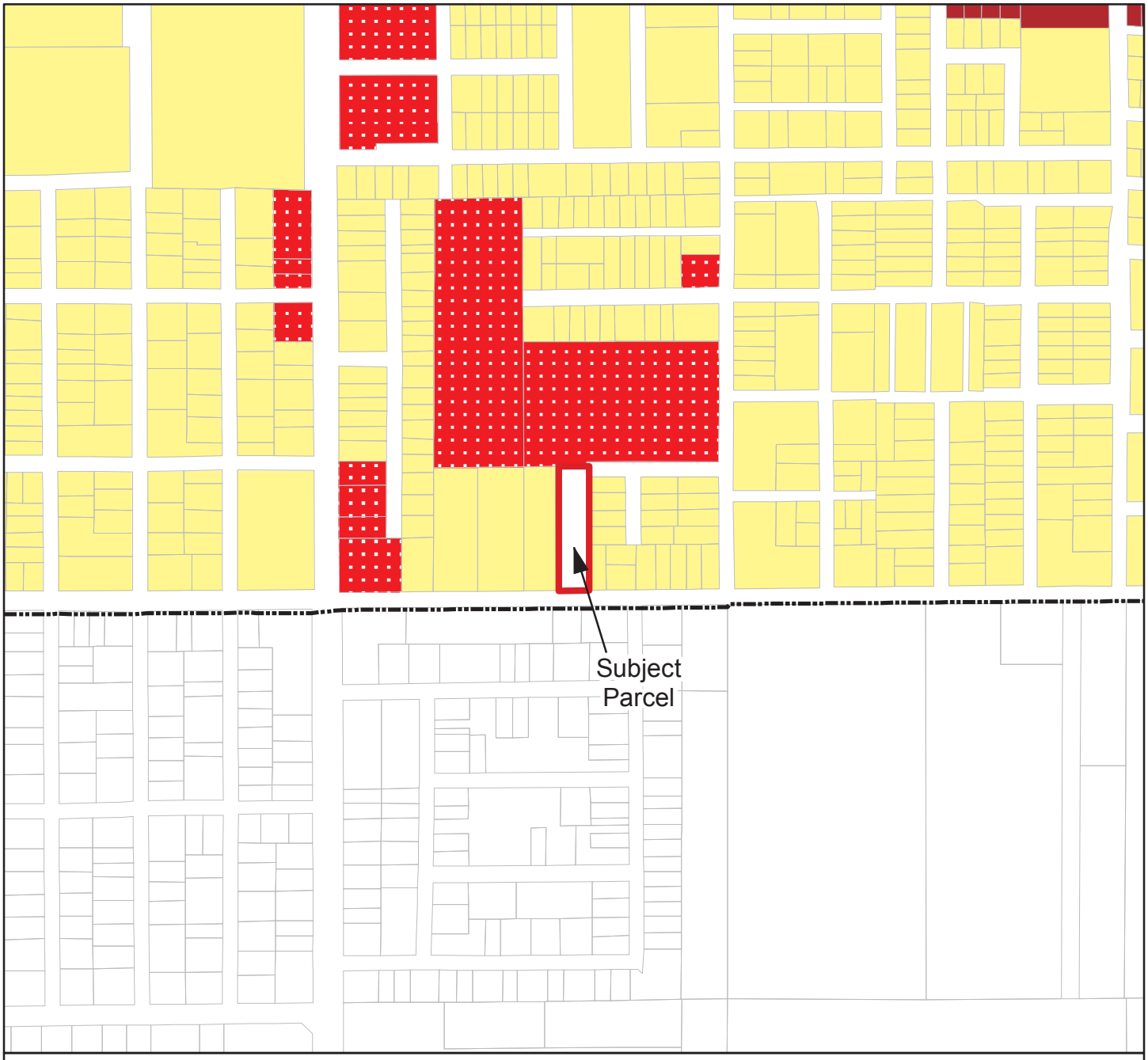
COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST; THENCE N90°00'00"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, FOR A DISTANCE OF 551.00 FEET TO A POINT; THENCE N00°12'15"E, FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF ROSA L. JONES DRIVE; THENCE CONTINUE N00°12'15"E, FOR A DISTANCE OF 396.30 FEET; THENCE S89°51'15"E, FOR A DISTANCE OF 100.00 FEET; THENCE S00°12'15"W, FOR A DISTANCE OF 396.04 FEET TO THE SAID NORTH RIGHT OF WAY LINE OF ROSA L. JONES DRIVE; THENCE N90°00'00"W, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

AND

(701 HOWARD STREET)

LOT 1, E.C JOHNSON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

Exhibit "A"
Location Map for 820 Rosa L. Jones Dr.
City of Cocoa Zoning Map Amendment
From: RU-1-7 (Single Family Residential)
To: P-S (Professional, Offices and Services)



City Zoning Designation

- RU-1-7: Single Family Residential
- C-N: Neighborhood Commercial
- C-W: Wholesale Commercial
- City Boundary

N
W E
S

N:\CommunityServices\Planning\LandUseUpdates\820RosaLJonesDr\820RosaLJonesDr_Zoning_AGIS103.mxd

Disclaimer: Maps are for reference purposes only and do not replace official documents.

City of Cocoa GIS - May 2016

Legislation Details (With Text)

File #:	16-234	**Version:**	1	**Name:**	CWOD text amendment 2nd reading
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/1/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Ordinance No.10-2016: 2nd & Final Reading: Amending Appendix A, Article XI, Section 22 of the City Code to allow single story commercial buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village (CV) sub district. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 10-2016 Waterfront Overlay Ordinance.pdf WaterfrontOverlay_20160505.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 1, 2016
Agenda Date: June 14, 2016
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the second reading of Ordinance 10-2016, amending Appendix A, Article XI, Section 22 of the City Code to allow single story commercial buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village (CV) sub district.

BACKGROUND:

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. *The need and justification for the change.*

b. *The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.*

Need and justification for change

In May of 2013 City Council adopted the Cocoa Waterfront Overlay District (CWOD). The purpose of the CWOD is to establish design standards to perpetuate the positive design elements and the residential and commercial patterns found within found in the Cocoa Redevelopment Area. The CWOD is made up of nine sub districts.

The Regulating Plan is the principal tool for implementing the standards of the CWOD and identifies, by sub districts, the permitted building types and street setbacks for the CWOD. Building types are allowed in a particular sub district where indicated on the Regulating Plan or allowed throughout the sub district. Building height is not measured by physical height but rather by number of allowable floors.

Staff has identified an inconsistency in the Cocoa Village (CV) sub district of the Regulating Plan. The seven properties east of Florida Avenue, west of Delannoy Avenue, north of King Street, and south of Willard Street, as identified on Exhibit "A," are not permitted to construct a single story commercial building as identified by the "Single Story Commercial Building" building type in the Regulating Plan.

The surrounding properties contain a mixture of single story and multi-story structures. The property directly to the east has an existing single-story bank building. The allowance of single story commercial buildings on the subject properties would be consistent with the surrounding built environment.

Staff has been contacted regarding potential redevelopment in the area of the CV sub district identified above. The potential redevelopment would consist of a single story building which is not permitted in the CV sub district. Single story buildings are permitted in the King/Willard Corridor sub district which is adjacent to the west and partially adjacent to the north of the CV sub district.

Staff is proposing the CWOD Regulating Plan be amended to allow the building type of "Single Story Commercial Building" in the CV sub district as identified on Exhibit "A."

Relationship and consistency with Comprehensive Plan Policies and Objectives

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

- Future Land Use Element Goal 1.3: The City of Cocoa shall enhance the quality of life and prosperity of its citizens through the retention and creation of a wide range of profitable business opportunities and jobs.

- Future Land Use Element Objective 1.1.4: Redevelopment. The City shall encourage redevelopment of areas that are exhibiting evidence of decline (I.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

    - Policy 1.1.4.1: The City shall continue to promote vitality and redevelopment of the

three community redevelopment areas established pursuant to Chapter 163, Florida Statutes: Cocoa (Downtown) Redevelopment Area, Diamond Square Redevelopment Area, and US 1 Corridor Redevelopment Area.

STRATEGIC PLAN CONNECTION:

Economic development is impacted by this agenda item.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning & Zoning Board unanimously recommended approval at its May 11, 2016 meeting.

City Council approved the first reading of Ordinance 10-2016, at its May 24, 2016 meeting.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 10-2016, amending Appendix A, Article XI, Section 22 of the City Code to allow single story commercial buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village (CV) sub district.

ORDINANCE NO. 10 - 2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE CITY CODE TO ALLOW SINGLE STORY COMMERCIAL BUILDINGS ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT, COCOA VILLAGE (CV) SUBDISTRICT, AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE COCOA WATERFRONT OVERLAY REGULATING PLAN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held a duly noticed public hearing on the proposed code amendment set forth hereunder and supports the code amendment set forth hereunder; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa, Florida.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Amendment to Appendix A, Zoning.**

(a) *Replacement of Regulating Plan.* Appendix A, Zoning, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended to delete the Regulating Plan set forth in Article XI, Section 22(G), City Code, and replace it with the Regulating Plan attached hereto as Exhibit "A", and fully incorporated herein by this reference.

(b) *Code Text.* Appendix A, Zoning, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (<u>underlined</u> type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (***) indicate a deletion from this Ordinance of text existing in Appendix A, Zoning. It is intended that the text in Appendix A Zoning, denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

Appendix A - Zoning

*** * ***

Sec. 22. -Cocoa Waterfront Overlay District.

*** * ***

(I) *Building Types.* Building types are permitted by Sub-district when any new and/or redevelopment occurs on any parcel within the Cocoa Waterfront Zoning Overlay. The building typologies are consistent with the size, scale and character desired within each sub-district.

*** * ***

Design Districts and Building Types Table

Design District	*Home-Stead (HO)*	*Estate (ES)*	*House (HS)*	*Cottage (CO)*	*Town-House (TH)*	*Apart-Ment Building (AB)*	*Court-Yard Apart-Ment (CA)*	*Com-Mercial/ Mixed Use Small (CS)*	*Com-Mercial/ Mixed Use-me-Dium (CM)*	*Com-Mercial/ Mixed Use-Large (CL)*	*Single Story Com-Mercial (SC)*	*Large Format Com-Mercial (LF)*	***
Cocoa Village (CV)				**RP**	**RP**	**P**	**P**	**P**	**P**		**<u>RP</u>**		***
***	***	***	***	***	***	***	***	***	***	***	***	***	***

RP, permitted only where indicated on Regulating plan.

P, Permitted in the Design District.

*** * ***

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of _____, 2016.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Regulating Plan

City of Cocoa - Waterfront Overlay District

Cocoa, FL

2013-05-20

60211027

SUB DISTRICT	Homestead HO	Estate ES	House HS	Cottage CO	Townhouse TH	Apartment Building AB	Courtyard Apartment CA	Comm/Mxd Use - Small* CS	Comm/Mxd Use - Med* CM	Comm/Mxd Use - Large* CL	Single-Story Commercial SC	Large Format Commercial LF	Institutional IT	Civic CI
	ALLOWABLE BUILDING TYPE													
Cocoa Village (CV)				☐	☐	■	■	■	■		☐		■	☐
Heart of Cocoa (HC)		■	■	■	■ (2)			(3)					■	
King/Willard Corridor (KW)					☐	☐	☐	■	■		■		■	
Uptown Neighborhood (UN)		■	■	■	■								■	☐
South of the Village (SV)	■	■	■	■	■	☐	☐	☐					■	
South End (SE)				■	■	■	■	■	■		☐		■	
Waterfront (WF)						■	■	■	■	■			■	☐
North of Village (NV)					■	■	■	■	■		☐	☐	■	

☐ Allowed only where indicated on Regulating Plan

■ Allowed throughout Design District

✳ New development within the Comm/MXD Use district may be developed as either commercial or mixed use

(1) Street setback only enforced from King Street. All other street setbacks may be 5' minimum.

(2) Townhomes allowed up to 4 units per building.

(1) Consistent with the Substitute Consent Decree as ordered on January 28, 2009.

Area of Amendment and corresponding building type

Key

---#/#---

CS

Additional building type allowed for this parcel only

Required minimum and maximum street setback (feet)

Break in street setback dimension

Right-of way line (beginning point of street setback measurement)

Internal lot line

Sub District

- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area (CDA)

N:\CommunityServices\Planning\Land Use\Updates\Waterfront\Overlay\Waterfront\Overlay_20160404_AGIS193.mxd

Legislation Details (With Text)

File #:	16-220	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/24/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Consider the Reappointment of Jan Stewart as a Regular member of the Cocoa Redevelopment Agency through April, 2020. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05_24_16 Stewart Reappointment request and application.pdf Cocoa RDA Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 24, 2016
Agenda Date: June 14, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Jan Stewart as a Regular member of the Cocoa Redevelopment Agency through April, 2020.

BACKGROUND:

The term of Ms. Jan Stewart expired in April, 2016. In a recent response to the Office of the City Clerk, Ms. Stewart has expressed a desire to continue serving as a Regular member to the Cocoa Redevelopment Agency.

Ms. Stewart has served as a Regular member to the Cocoa RDA since May, 2006. If reappointed, she will serve for another four year term through April, 2020. She currently meets all of the qualifications for serving on a City board.

An updated Cocoa RDA roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has made appointments/reappointments to various boards and committees as necessary. Ms. Stewart was reappointed as a Regular member of the Cocoa Redevelopment Agency by the Cocoa City Council at their Regular meeting held February 28, 2012.

RECOMMENDED MOTION:

Reappoint Ms. Jan Stewart as a Regular member of the Cocoa Redevelopment Agency through April, 2020.

In response to inquiry by the Office of the City Clerk, I, Jan Stewart

✓ seek reappointment

_____ do not seek reappointment

as a member of the Cocoa Redevelopment Agency for a four-year term.

Sincerely,

Jan Stewart

Jan Stewart

Additional Comments: _____

_____

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

RECEIVED
MAY 17 2016
OFFICE OF THE CITY CLERK

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)

Name: Janet C Stewart Application Date: 5/5/16

Street Address, Including Zip Code: 1096 Fairlawn Dr Rockledge 32955

Telephones: Home 321-639-9004 Work: 690-2284 Pager: _____ Cell: 537-9348

Place of Business: The Bath Cottage

Title/Position Held: President

Date of Birth[1] 4/13/36 Email Address: JStewart07@AOL.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Code Enforcement/Drug Related Public Nuisance Board		Planning & Zoning Board
	Economic Development Executive Committee	✓	Redevelopment Agency (Cocoa)
	Enterprise Zone Development Agency		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	____
Do you own property or a business in Cocoa?	Yes	✓	No	____
Are you registered to vote in Brevard County, Florida?	Yes	____	No	✓
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes	~~✓~~	No	____
If yes, have your civil rights been restored?	Yes	~~____~~	No	____
Do you consent to a standard criminal background check?	Yes	✓	No	____

[1] This information is necessary in order to conduct background checks.

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board	Yes	____	No	✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage?	Yes	____	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.	Yes	____	No	✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

4 years prior "training" as an RDA Board member
Business owner in Cocoa Village since 1989
Property owner in Cocoa RDA area since 2001

STATE REPORTING REQUIREMENTS

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

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
✓ Caucasian

GENDER

____ Male
✓ Female

DISABILITY

____ Physically Disabled

Signature: Stewart Date: 5/5/14

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

MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Mayor Henry U. Parrish III	536 Delannoy Avenue Cocoa, FL 32922	302-4017	11/12	11/2016
District 1- Michael Blake	207 Blake Ave., Cocoa, FL 32922	474-4923 cell	11/14 appointed	11/2018
District 3- Councilman Don Boisvert	285 Outer Drive Cocoa, FL 32922	633-0162 hm 403-9173 cell	06/10 appointed	11/2016
District 4 Councilman Tyler Furbish	3201 Nottingham Lane Cocoa, FL 32926	604-1879	11/14 reappointed 11/10 appointed	11/2018
District 2 Deputy Mayor Brenda Warner	143 Circle Drive Cocoa, FL 32922	543-8018	11/12 appointed	11/2016
Edward A. Lanni	939 N. Indian River Dr., 32922-7531 lanniedward@gmail.com	639-8915	04/14-Reappointed 12/11/12 appointed Resigned to run for District 2 3/10 Reappointed 2/06 Reappointed 3/02 Reappointed 11/98 Appointed	4/2018
Janet C. Stewart	1096 Fairlawn Drive, Rockledge 32955-3032 (owner of Bath Cottage) JStewart07@AOL.com	639-9004 (H) 690-2284 (W) 537-9348 (C)	2/28/12 Reappt. 4/8/08 reappt. 5/23/06 Appt.	4/2016
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Monica Arsenault	433-8532		

Legislation Details (With Text)

File #:	16-221	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/24/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Consider the Reappointment of Jane Jollay as a Regular member of the Board of Adjustment through May, 2019. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05_24_16 Jollay Reappointment request.pdf Board of Adjustment Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 24, 2016
Agenda Date: June 14, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Jane Jollay as a Regular member to the Board of Adjustment through May, 2019.

BACKGROUND:

Ms. Jane Jollay has served as a Regular member of the Board of Adjustment since January, 2015, when she was appointed to fulfill the unexpired term of Mr. John Seminazzi.

Ms. Jollay's term as a Regular member on the Board of Adjustment expires in May, 2016 and she has expressed a desire to serve for another three years. If reappointed, Ms. Jollay would serve through May, 2019. She meets all of the qualifications for serving on a city board.

An updated Board of Adjustment roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has made appointments/reappointments to various boards and committees as necessary. Ms. Jollay was appointed as a Regular member of the Board of Adjustment by City Council at a Regular meeting held on January 13, 2015.

RECOMMENDED MOTION:

Reappoint Ms. Jane Jollay as a Regular member to the Board of Adjustment through May, 2019.

In response to inquiry by the Office of the City Clerk, I, Jane Jollay

✓ seek reappointment

_____ do not seek reappointment

as a member of the Board of Adjustment for a three-year term.

Sincerely,

Jane D. Jollay

Jane Jollay

Additional Comments: _____

_____

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

RECEIVED
MAY 13 2016
OFFICE OF THE CITY CLERK

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert W. Frey, Vice Chairman	1106 Kirkland Drive, Cocoa FL 32922-6728 bikesNpawn@yahoo.com	633-1326 480-7623(c)	4/14/15 Reappointed 5/8/12 Reappointed 4/14/09 Reappointed 5/23/06 Reap. 3/03 Reappointed 10/97 Appointed	2018
Matthew Ford	709 Hughlett Ave. Cocoa, FL 32922-7669	636-2977 hm 266-9533 pgr	4/13 Reappointed 9/11 appointed (fulfilling his own term-was removed due to absenses, then reapplied)	2016
Jane Jollay	1515 N. Indian River Drive Cocoa, FL 32922 janejollay@yahoo.com	848-5174 cell	01/15 appointed (fulfilling term of Seminazzi)	2016
Herbert Dyal (Rip)-Chairman	3807 Parapet Dr. Cocoa, FL 32926-6428	639-9547 hm 269-5800 wk 684-3222 cell	3/24/15 reappointed 5/8/12 reappointed 4/14/09 Reappointed 12/08 Appointed to fill unexpired term	2018
Nancy N. Elliot	3406 Indian River Drive Cocoa FL 32926 nancyelliott@cfl.rr.com	636-9972 (H) 223-8983 (C)	5/14 appt.	2017
Bruce Gilmore	413 Westchester Drive, 32926-6640 Bgilmore003@cfl.rr.com	632-7687	04/14 Reappointed 07/12 Reappointed 05/08 Reappointed 4/05 Reappointed 5/90 Appointed	2017
Connie T. Harvey	29 Riverside Drive #601 Cocoa, FL 32922 CTIPPETT@aol.com	806-3525 hm 571-268-2121 cell	4/14/15 Reappointed 01/15 appointed (fulfilled term of M. Williams)	2018
Vacancy 2nd Alternate				
Vacancy- 1st Alternate				
LIAISON	Councilman Furbish		Updated 11/14	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Rachel Unruh-Wooten	433-8508		

Legislation Details (With Text)

File #:	16-226	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/31/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Approve a Resolution encouraging the Great Floridian Committee, the Florida Legislature, and the Governor, to select Harry T. Moore to represent the State of Florida in the United States National Statuary Hall Connection in the United States Capital. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Harry T. Moore Resolution.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 31, 2016
Agenda Date: June 14, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve a Resolution encouraging the Great Floridian Committee, the Florida Legislature, and the Governor, to select Harry T. Moore to represent the State of Florida in the United States National Statuary Hall Connection in the United States Capital.

BACKGROUND:

Councilman Michael Blake currently serves as a committee member for the Harry T. Moore & Harriette V. Moore Cultural Center and Museum. At the committee's last meeting, they decided to move forward with a resolution encouraging the Great Floridian Committee, the Florida Legislature, and the Governor, to select Harry T. Moore to represent the State of Florida in the United States National Statuary Hall Connection in the United States Capital.

At its May 10, 2016 City Council meeting, the City of Titusville unanimously passed a resolution in support of this. In addition, the committee will bring the resolution forward at the next Space Coast League of Cities meeting requesting that all other cities in Brevard County pass the resolution.

This effort is statewide and passage of this resolution will be encouraged throughout all cities in the State of Florida.

STRATEGIC PLAN CONNECTION:

The adoption of this resolution will be significant for the City of Cocoa and will enhance its image in all ways, especially emotionally, due to Mr. Harry T. Moore's legacy in the City of Cocoa.

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

There is no previous action.

RECOMMENDED MOTION:

Approve a Resolution encouraging the Great Floridian Committee, the Florida Legislature, and the Governor, to select Harry T. Moore to represent the State of Florida in the United States National Statuary Hall Connection in the United States Capital

RESOLUTION NO. 2016-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ENCOURAGING THE GREAT FLORIDIAN COMMITTEE, THE FLORIDA LEGISLATURE, AND THE GOVERNOR, TO SELECT HARRY T. MOORE TO REPRESENT THE GREAT STATE OF FLORIDA IN THE UNITED STATES NATIONAL STATUARY HALL CONNECTION IN THE UNITED STATES CAPITAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Harry Tyson (T) Moore was born in Suwannee County Florida on November 18, 1905; and

WHEREAS, Harry T. Moore lived in Jacksonville, Florida as a young man and graduated from Florida Memorial College located in Suwannee County in 1925; and

WHEREAS, Harry T. Moore was an educator, teaching in Cocoa, Florida and was later promoted to principal of the Titusville Colored School; and

WHEREAS, Harry T. Moore organized the Brevard County branch of the National Association for the Advancement of Colored People (NAACP) in 1934 and organized the Florida State conference of NAACP Branches in 1941, serving as its first President; and

WHEREAS, Harry T. Moore fought for and filed victorious lawsuits requiring equal pay for African-American teachers; and

WHEREAS, Harry T. Moore personally investigated all lynchings which occurred in Florida after 1943; and

WHEREAS, Harry T. Moore led efforts to register 116,000 African American's to vote; and

WHEREAS, Harry T. Moore became the first NAACP official in the nation to be murdered during the civil rights movement when a bomb exploded beneath the family house in Mims, Florida on Christmas 1951. His wife Harriet T. Moore passed away nine days later; and

WHEREAS, the State of Florida officially designated Harry T. Moore as a "Great Floridian" in 2007, a program which recognizes men and women who have made significant contributions to the progress and welfare of the State of Florida; and

WHEREAS, Harry T. Moore will be part of the civil rights gallery displays at the Smithsonian's National Museum of African American History and Culture opening September 24, 2016; and

WHEREAS, in 2013 Governor Rick Scott selected Harry T. Moore to be inducted into the Florida Civil Rights Hall of Fame at the Florida Capital.

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

SECTION 1. That the City Council hereby encourages the Great Floridian Committee, the Florida Legislature, and the Governor to select civil rights activist Harry T. Moore to represent the Great State of Florida in the National Statuary Hall Collection in the United States Capital due to his work promoting voting rights, education, and civil rights, which led to significant changes in Florida Society. Floridians are indebted to the life and work of Harry T. Moore who embodied the spirit and vision of a great Floridian, and deserves to represent Florida in our nation's capital.

SECTION 2. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of June, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-227	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/31/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Approve a Resolution Supporting the Initiative of the Space Coast and Treasure Coast Regional League of Cities 'Indian River Lagoon Regional Compact; One Lagoon-One Community-One Voice'. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	IRL Resolution.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 31, 2016
Agenda Date: June 14, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director)
Requested Action:
Approve a Resolution Supporting the Initiative of the Space Coast and Treasure Coast Regional League of Cities "Indian River Lagoon Regional Compact; One Lagoon-One Community-One Voice'.

BACKGROUND:

The City of Cocoa is located along the Indian River Lagoon; in fact its founding history is tied to the Indian River. The Indian River Lagoon is a unique, diverse, shallow water estuary of national significance. It is North America's most diverse estuary, of which a significant portion of the lagoon is located within Brevard County, and it stretches along 40% of Florida's east coast. Over the years, and more specifically in recent years, the health of the lagoon has been greatly damaged and suffered due to urbanization.

At the Space Coast League of Cities meeting held in May, League President Stuart Glass asked that each municipality approve the attached resolution related to the Indian River Lagoon Regional Compact.

Councilman Blake, who currently serves on the SCLC board as the primary voting member for the City, has requested this resolution be brought forth for City Council consideration and approval.

STRATEGIC PLAN CONNECTION:

Preserving the Lagoon and other areas will restore and enhance its ecosystem, enrich the quality of life enjoyed by residents, ensure future generations will enjoy this national treasure, and support regional economic development through eco-tourism as well as tourism within the City of Cocoa's downtown and recreational boating areas.

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

There is no previous action.

RECOMMENDED MOTION:

Approve a Resolution Supporting the Initiative of the Space Coast and Treasure Coast Regional League of Cities 'Indian River Lagoon Regional Compact; One Lagoon-One Community-One Voice'.

RESOLUTION NO. 2016-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, SUPPORTING THE INITIATIVE OF THE SPACE COAST AND TREASURE COAST REGIONAL LEAGUE OF CITIES 'INDIAN RIVER LAGOON REGIONAL COMPACT; ONE LAGOON-ONE COMMUNITY-ONE VOICE'; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Space Coast and Treasure Coast Regional League of Cities, herein the Indian River Lagoon Leagues (IRL Leagues), are affiliated with The Florida League of Cities, the united voice for Florida's municipal governments; and

WHEREAS, the objective of the IRL Leagues is to be responsible stewards of the Indian River Lagoon, by working in a collaborative manner to promote local self-government, serve the needs of our representative municipal governments and residents, and advance the belief that local self-government is the keystone of American democracy; and

WHEREAS, the four Florida east coast counties that border the Indian River Lagoon (i.e. Brevard, Indian River, St. Lucie and Martin Counties) along with other municipalities (Other Parties) may join in this compact because we share a common belief that our exceptional quality of life is rooted in the Indian River Lagoon's rich cultural heritage, dynamic innovation economy, and coastal and ocean resources of global significance; and

WHEREAS, the Indian River Lagoon has become one of the most vulnerable estuaries in Florida that is threatened throughout its geographic range and watershed by water quality decline, habitat alteration and loss, fisheries decline, loss of filter feeders and biological diversity, invasive exotic species, altered hydrologic flow, pathogens, toxic chemicals; and

WHEREAS, the nutrient pollution sources represent the most serious threat to the Indian River Lagoon with nutrient and pollutant loads that originate from inadequate design and aging infrastructure issues associated with stormwater conveyances, groundwater conveyances (i.e. old sewer systems, wastewater management, sludge management), legacy nutrients already residing in the IRL as muck deposits, industry waste and pollutants, and residential/commercial property owner activities and behaviors that negatively impact the IRL related to fertilizer, landscaping, application of pesticides/herbicides and others; and

WHEREAS, there is strong consensus among the Space Coast and Treasure Coast Regional League of Cities and Other Parties to this compact that the Indian River Lagoon (an Estuary of National Significance and one of the most biologically diverse estuaries in North America) requires significant, strategic and recurring public and

private investment to implement urgently needed restoration projects that will restore, protect and sustain the environmental, social and economic benefits that the IRL provides to the region, the State of Florida and the Nation; and

WHEREAS, the quality of life of approximately 50 cities and 5 counties of the Indian River Lagoon region Florida and their respective populations, totaling more than 1.7 million residents are dependent on the environmental health and economic vitality of the Indian River Lagoon with an estimated annual economic value of $3.7 billion annually.

WHEREAS, the creation of the IRL Council, a special district of the State of Florida in 2015 provided a historic opportunity for expanded local leadership, participation, and responsibility from cities and counties along the Indian River Lagoon with dedicated annual funding through interlocal agreement from federal, state and local IRL Council partners; and

WHEREAS, acceptance by the U.S. Environmental Protection Agency of the IRL Council as the new host of the Indian River Lagoon National Estuary Program on January 8, 2015 provides an opportunity to implement a non-regulatory, collaborative and consensus building approach to IRL restoration, conservation and stewardship decision-making.

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

SECTION 1. CONNECTED LEADERSHIP: That the IRL Leagues and Other Parties to the compact shall work in close collaboration with the IRL Council and the Indian River Lagoon National Estuary Program (IRL NEP) to develop and implement a visionary and comprehensive restoration plan for the Indian River Lagoon based on the best available science and a process that nurtures open communication and engagement among scientists, resource managers, citizens, and stakeholders with representatives from the public, private and independent sectors at all levels. The IRL Leagues will be cooperative and active participants in that process.

SECTION 2. . POLICY: LOCAL/STATE. That the IRL Leagues and Other Parties to the compact shall work individually and collectively to evaluate and amend existing policies and make recommendations for new policies at local and state levels that restore and protect the Indian River Lagoon. General policy areas include the need for a comprehensive statewide policy for Florida's waters and waterways. Policy recommendations shall result in nutrient/pollutant load reduction to coastal estuaries and waters.

Specific Indian River Lagoon policy areas of importance shall include, but are not limited to policies that:

- Streamline the permitting process for proven estuary/coastal restoration techniques and projects.

- Accelerate wastewater infrastructure improvements that reduce significantly or prevent chronic, accidental and permitted discharges of nutrients/pollutants to groundwater and surface waters.
- Seek increased funding for and reduce the cost of converting coastal septic systems to central sewer systems and provide incentives for property owners and local governments to encourage conversions.
- Address local home-rule issues in existing Florida policies that impede septic to sewer conversion.
- Advance stormwater treatment and retention projects including dispersed water management on public and private lands.
- Support local and regional efforts to increase water storage, aquifer recharge and the health and longevity of the Indian River Lagoon region's ground and surface fresh water supplies.
- Develop an innovative model Indian River Lagoon nutrient credit trading policy to advance nutrient removal of legacy load muck in the IRL;
- Provide financial and economic incentive programs and expanded state cost-share programs for local government Indian River Lagoon restoration projects;
- Leverage and enhance the long-term use of Land Acquisition Trust Fund (Amendment 1) monies for Indian River Lagoon restoration, including bonding these monies.

POLICY: FEDERAL. That the IRL Leagues and Other Parties to the compact shall work in close collaboration with the State of Florida to develop legislative policy statements that clarify and define the Federal role and responsibilities for the restoration and stewardship of the IRL, an estuary designated as an "Estuary of National Significance" in 1990 and request expanded Federal funding from the Congress of the United States for IRL ecosystem restoration. Transmittal of IRL Leagues statements will be to the Congressional Delegation representing, in part or in whole, districts within the area covered by this compact.

SECTION 3. RESTORATION INVESTMENT: That the IRL Leagues and Other Parties to the compact shall work cooperatively with the IRL Council and IRL NEP and other local, state and federal partners to expand existing funding and identify new funding sources (especially important is annual recurring funds) for IRL restoration and long-term stewardship. The IRL Leagues and Other Parties to the compact recognize the following high priority needs for expanded investment:

- Indian River Lagoon restoration projects that reduce significantly or eliminate unnatural freshwater discharges and associated nutrient/pollutant loads to the IRL from stormwater, groundwater and wastewater, both point- and non-point sources.

- Muck removal from the Indian River Lagoon to reduce accumulated nutrient loads and fine sediments that impact water quality and clarity, sediment health and fuel harmful algal blooms.

- Restoration and replanting/restocking (as needed) of critical habitats and species that directly influence ecosystem health, biodiversity, ecosystem resilience and commercial/recreational economic value of the Indian River Lagoon (i.e. seagrasses, oysters, clams, living shorelines, wetlands, mangroves).
- Comprehensive monitoring, mapping and modeling by public agencies, scientists and citizen volunteers to identify conditions and track ecosystems trends.

The IRL Leagues and Other Parties to the compact support use of Florida Water and Land Legacy funds approved by Constitutional Amendment in 2013 (Amendment 1) for annual, recurring Indian River Lagoon restoration and stewardship funding.

SECTION 4. INFORMED AND ENGAGED CITIES AND CITIZENS: That the IRL Leagues and Other Parties to the compact shall work cooperatively with the IRL Council and IRL NEP and other local, state and federal partners to develop, fund and implement effective, efficient and science-based citizen information and engagement programs throughout the Indian River Lagoon.

SECTION 5. INNOVATION INVESTMENT: That the IRL Leagues and Other Parties to the compact shall ask the State of Florida and the Department of Economic Opportunity (in partnership with the private sector) to create a program and annual funding opportunity that invests in applied scientific research and technology development to develop innovative, efficient, and cost-effective clean water technologies, nutrient/pollutant removal technologies and muck dewatering/beneficial use technologies. The ultimate goal of this Section is to position the State of Florida and IRL region as a global leader in clean-water technologies and high-tech job creation and to export that knowledge and technologies to the nation and world.

SECTION 6. RESTORATION SUMMIT: That the IRL Leagues and Other Parties to the compact shall ask the IRL Council and IRL NEP to work with its partners to convene and fund an Indian River Lagoon Restoration Summit every two (2) years to share IRL restoration progress, make restoration recommendations and make amendments and/or additions to the IRL NEP Comprehensive Restoration Plan.

SECTION 7. The commitments contained herein shall not be effective until approved through the required procedures of each respective party to the compact.

SECTION 8. This Resolution shall take effect upon adoption.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of June, 2016.

Henry U. Parrish III, Mayor

ATTEST:

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-240	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	6/2/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Approve the Cancellation of the Regular City Council meetings of November 22nd and December 27th due to the Thanksgiving and Christmas holidays. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 2, 2016
Agenda Date: June 14, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve the Cancellation of the Regular City Council meetings of November 22nd and December 27th due to the Thanksgiving and Christmas holidays.

BACKGROUND:

It is the tradition of the City Council to cancel the second City Council meeting in December due to the holidays and the great number of citizens and employees spending time with their families locally or out of town. The second meeting of December falls on Tuesday, December 27, 2016.

In addition, last year Council approved the cancellation of the second meeting of November due to the Thanksgiving holidays and in regards to the same reasons as above. The second meeting of November falls on Tuesday, November 22, 2016.

The General Election is on November 8, 2016 (which is also the first Council meeting in November). There will be a Special Council meeting held in November in order to certify the results of the election and to swear in newly elected/re-elected council members. However, due to changes in the law, the Supervisor of Elections now has up to 10 days after the election to issue final certification results. The City of Cocoa Charter was amended in 2014 when a Referendum was passed regarding this change.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council has traditionally approved the Cancellation of the second meeting of December, and more recently, the second meeting in November due to the holidays.

RECOMMENDED MOTION:

Approve the Cancellation of the Regular City Council meetings of November 22nd and December 27th due to the Thanksgiving and Christmas holidays.

Legislation Details (With Text)

File #:	16-212	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	5/12/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Authorize the City Manager to negotiate and sign a revised three-year contract with CareATC and future renewal terms. Authorize staff to work with the City Attorney and the Gehring Group to negotiate terms of an Interlocal Agreement with other local governments for the sharing of the health center facility. (Administrative Service Director)				
Sponsors:	Department Director				
Indexes:	benefits, Health Center, insurance, medical				
Code sections:					
Attachments:	2016 CareATC Contract with redlines.pdf FINAL 2016 CareATC Contract.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 1, 2016
Agenda Date: June 14, 2016
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Authorize the City Manager to negotiate and sign a revised three-year contract with CareATC and future renewal terms. Authorize staff to work with the City Attorney and the Gehring Group to negotiate terms of an Interlocal Agreement with other local governments for the sharing of the health center facility.

BACKGROUND:

On May 13, 2014 City Council approved a three-year contract between the City of Cocoa and CareATC for the administration of the City's Health Center. Upon completion of the facility build-out, the Health Center opened in September 2014 at twenty (20) operating hours weekly and in July 2015 increased to twenty-four (24) weekly hours. Since opening, utilization has steadily increased and overall having this benefit option for our employees and dependents has been extremely positive. In fact, the only negative feedback to date has been to increase the operating hours.

The most economical and efficient way for the City to increase operating hours is to enter into a partnership with other local municipalities to maximize the center's utilization. Since the Center opened, there have been preliminary and informal discussions with other municipalities with and through the Gehring Group, the City's benefit broker, on "sharing" the City of Cocoa's Health Center. At this time, while there are no confirmed commitments from any municipality; initial cost estimates

and potential service arrangements have been evaluated by the Gehring Group and city staff on potential partnerships that would be cost neutral to the City of Cocoa with the potential for expanded hours of service.

City Staff has worked with the City Attorney to negotiate a revised three-year contract with CareATC. The changes to the contract do not have a direct budgetary impact to the City but allow for flexibility for administering the contract in the event the City enters into a sharing arrangement with other municipalities.

The revised contract is attached for review and consideration. Two formats are provided to show the changes. Summary of the changes:

5. Term and Termination - New three-year term with three renewal options

6. CATC's Responsibilities -
   (b) - Removed reference to building specification exhibit. In the event the building specifications are changed the City will be notified in writing.
   (d) - Removed reference to supply list exhibit. Any changes to the lists will be communicated to the City in writing.

15. Records & Privacy - Removed all references to Exhibit G - Privacy Practices and Exhibit H - Patient Rights. These documents are maintained by CATC. In the event it is modified it is provided to the patients in the Health Center and provided to the City in writing.

39. Authorization to Piggyback - This is a new section that allows for other government agencies to use this agreement for pricing and service terms.

Exhibit A Employee Health Center Locations, Schedule, and Implementation - Revised to current operating hours and changed holidays to reflect City holidays.

Exhibit B CATC and Employee Health Center Fees - Multiple changes, mostly moving text sections for order (green text or double-underlined depicts the text that is moved). Specific changes include:

4(b) - Administrative changes to prepare for upcoming facility partnership project;
4(d) - Additional changes for splitting expenses; change of hourly payment structure to include hourly rates for temporary staffing under regular staffing and to increase the staff maximum hourly rates; other administrative changes. There have been times the medical staff has worked slightly over the allotted operating hours for patient care. In this event, the medical staff should be paid for all hours worked.

Exhibit C Employee Health Center Equipment and Supplies (REMOVED) -Exhibit to allow flexibility to alter list throughout contract period. Making this change will provide more flexibility to the medical staff to alter purchases based on the needs of the medical staff and facility.

Exhibit D Minimum Criteria for Employee Health Center Facilities (REMOVED) - Exhibit removed to allow for flexibility throughout contract period. The City will be notified in writing of any specification change requirement.

Exhibit E Employee Health Center Minimum Technical Specifications (REMOVED) - Exhibit removed to allow for flexibility throughout contract period. The City will be notified in writing of any specification change requirement.

Exhibit C Insurance and Liability (Old Exhibit F) - No change to contract section content

Exhibit G - Privacy Practices and Exhibit H - Patient Rights. These documents are maintained by CATC. In the event it is modified it is provided to the patients in the Health Center and provided to the City in writing.

At this time City Staff is requesting Council to authorize the City Manager to negotiate and sign a revised three-year contract with CareATC and future renewal terms. In addition, authorization for staff to work with the City Attorney and the Gehring Group to negotiate terms of an Interlocal Agreement with other local governments for the sharing of the health center facility.

Staff recommends renewing this contract with the new three year term with the changes mentioned in this document. The overall changes to this agreement do not increase the budgetary impact to the City and they support the ability to partner with other local municipalities to share our Employee Health Center. With approval of this item, staff can begin working with the City Attorney and the Gehring Group to negotiate terms of an Interlocal Agreement with other local governments for the sharing of the health center facility. The terms and condition of the Interlocal Agreement will be brought back to Council at a later date for approval.

STRATEGIC PLAN CONNECTION:

The offering of the Health Center enhances the City's benefit program, which assists in containing the City's financial sustainability with health insurance costs and helps attract and retain qualified employees long-term

BUDGETARY IMPACT:

Budgeted FY2016		Yes
If not budgeted, is amendment/transfer attached?		N/A
Salary/Benefits Reimbursable	001-1600-513.31-33	$231,264
Expenses and Administrative Fees		
	421-4010-536.31-33	$156,631
	423-3570-538.31-33	$5,859
PHAs, Supplies, and Prescriptions	001-1600-513.52-33	$56,064
	421-4010-536.52-33	$35,368
	423-3570-538.52-33	$1,323
Total FY2016 Budget		$486,509

PREVIOUS ACTION:

At a Regular City Council Meeting on April 26, 2016, Council authorized the City to increase the purchase order for CareATC for the remainder of Fiscal Year 2016.

At a Regular City Council Meeting on May 13, 2014, Council approved a three-year multi-year contract with CareATC and the resolution for the budget amendments and budget transfers. The City Manager was authorized to execute the multi-year lease with CareATC approved as to legal form and content by the City Attorney.

At a Regular City Council Meeting on March 25, 2014, Council approved the vendor ranking for an Employee Health Clinic (RFP # P-14-04-COC) and authorized the City Manager to negotiate a contract with CareATC, the number one ranked vendor.

RECOMMENDED MOTION:

Authorize the City Manager to negotiate and sign a revised three-year contract with CareATC and future renewal terms. Authorize staff to work with the City Attorney and the Gehring Group to negotiate terms of an Interlocal Agreement with other local governments for the sharing of the health center facility.

Employee Health Center Service Agreement

THIS EMPLOYEE HEALTH CENTER SERVICE AGREEMENT ("**Agreement**") is made and entered into as of the _____ day of _____, ~~2014~~2016 by and between **CareATC, Inc. an Oklahoma company** ("CATC") and **the City of Cocoa, a Florida municipal corporation,** ("City"). Together CATC and the City may be referred to as "**the Parties**."

WHEREAS, the City has established and maintains a group health plan for its employees, retirees, and dependents and said plan has more than 50 participants; and

WHEREAS, the City desires to provide its employees, retirees and dependents additional opportunities to improve their health and productivity by providing voluntary, convenient health care options to eligible employees, retirees, and dependents;

WHEREAS, the City desires that the Employee Health Center will lessen employee sick days and decrease the City's health care costs by providing an optional employee health benefit;

WHEREAS, CATC is a vendor that provides employee health center services to employers for the benefit of employees and others deemed eligible by the employer for the purpose of treating minor illnesses; conducting health assessments, physicals, and screenings; providing vaccinations, acute and injury care, and laboratory services; and dispensing certain medications;

WHEREAS,~~-~~ the Parties mutually desire for CATC to furnish Health Professionals to provide certain medical services at an Employee Health Center provided by the City to the Participants of the City's Medical Benefits Plan on the terms and subject to the conditions contained herein; and

WHEREAS, CATC and the City in its capacity as Plan Administrator, hereby acknowledge and agree that each is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

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

1. Definitions:

a. **Covered Services:** Covered Services are limited to the services set forth in Section 2(b) of this Agreement.

b. **Employee Health Center:** Health center providing voluntary health services to eligible individuals for the purpose of treating minor illnesses, conducting health assessments, physicals, and screenings, providing vaccinations, acute and injury care, laboratory services and dispensing certain medications under the direction, supervision and control of the Health Professionals retained by CATC.

c. **Health Center Improvement Costs:** All of the costs to design, construct and install the Employee Health Center, including, without limitation, the costs of the

following:

(1.) All design and construction work required to construct the Employee Health Center upon the premises,
(2.) All permits, connection fees, plan checks, inspections and license fees related to the construction and installation of the Employee Health Center required in and for the premises; and
(3.) All other costs related to the construction and installation of the Employee Health Center, including without limitation, the cost of labor, materials, supplies, contractor's overhead, fees and general conditions.

d. **Health Professionals:** Physicians, medical professionals, nurse practitioners, nurses, licensed practical nurses, registered nurses, physician assistants, and/or any medical assistant.

e. **Participants:** Those individuals deemed eligible to participate in the **City's** Medical Benefits Plan.

f. **Plan:** The City's group health insurance and benefits plan.

g. **Plan Administrator:** Oversees the administration of the City's medical benefits plan, determines questions of Plan eligibility and interprets the terms of the Plan.

h. **Protected Health Information or ("PHI"):** as defined by 45 C.F.R. §160.103.

2. Scope of Work

a. CATC will administer a medical Employee Health Center located, operated and implemented as described in Exhibit A to this Agreement. The Employee Health Center shall be staffed with Health Professionals retained by CATC.

The Employee Health Center will be available to the Participants, as defined herein, and who are communicated to CATC by the Plan Administrator and/or the City as being eligible. Participants will not be required by CATC to use the Employee Health Center or any service provided by CATC; provided, however, CATC reserves the right to deny services to any Participant for reasonable cause and with prior written notification to the City.

b. The services listed below are collectively referred to throughout this Agreement as "**Covered Services**."

(i) Health assessments for Participants who elect to utilize the Employee Health Center. Such assessments will be comprised of (a) blood draws and data collection for each Participant conducted by qualified and licensed personnel either at an agreed upon location or at the Employee Health Center; (b) standard laboratory work; (c) a hard copy individually printed report mailed to each Participant's home address; and (d) aggregate reports of findings to the City. Such aggregate reports shall contain data regarding individual patients that is grouped to allow conclusions

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about the patient population to be made, but shall not contain any information linking such data to any identifiable individual patient.

(ii) Aggregate Participant population analyses to improve chronic disease and medication management. Such aggregate analyses shall contain data regarding individual patients that is grouped to allow conclusions about the patient population to be made, but shall not contain any information linking such data to any identifiable individual patient.

(iii) Primary medical care to include, but not limited to:

(1.) Minor acute illness evaluation and available treatment for minor illnesses such as, but not limited to, coughs, earaches, fevers, headaches, and sinus infections.

(2.) Chronic illness evaluation, which includes evaluating, diagnosing, treating and managing typical chronic illnesses that are handled at the Employee Health Center, such as, but not limited to, blood sugar, blood pressure, cholesterol, BMI and tobacco cessation.

(3.) Minor medical procedures that are within the Health Professionals' scope and abilities and that can be performed at the Employee Health Center, with available equipment, and during operating hours.

(iv.) Pharmaceuticals, as agreed upon by CATC and the City, will be available to treat common illnesses, including, but not limited to:

(1.) Infections
(2.) Hypertension
(3.) Hyperlipidemia
(4.) Diabetes
(5.) Infectious Disease (including antibiotics)
(6.) Gastro esophageal/reflux disease
(7.) Asthma
(8.) Chronic lung disease

No controlled substances will be stocked.

(v.) A program to provide Health Professionals seminars and roundtables to improve skills in meeting Employee Health Center goals.

(vi.) Necessary laboratory work to support the services listed above, including, but not limited to blood draws.

CATC will furnish Health Professionals to provide Covered Services, and will advise the City whether a physician candidate is board-certified or board-eligible.

c. CATC shall furnish temporary Health Professionals to perform Covered Services to the extent necessary to provide such services, and will notify the City as soon as possible thereafter. Temporary coverage shall be considered a period not to exceed ninety (90)

days. CATC may replace an existing Health Professional on a permanent basis to perform Covered Services following notification to the City.

d. The parties may not expand the scope of work in accordance with this contract unless both parties have agreed in writing.

3. Fees

The City agrees to pay CATC in accordance with the fee schedule explained in Exhibit B to this agreement. Such fees will include amounts (as invoiced to CATC) for supplies, equipment, construction, services, and personnel. If any tax, fee, or assessment is payable with respect to any good or service provided by CATC under this Agreement (other than a tax on CATC's income), City will pay such tax or fee in addition to the other fees described in this Agreement.

4. Rate Increases

The Rates set forth in Exhibit B shall remain in effect for the initial term of this Agreement. Rates, except where expressly implied in this Agreement, may only be changed upon the mutual written agreement of the Parties.

5. Term and Termination

This Agreement shall be effective upon execution by both parties ("**Effective Date**"), and, with the exception of the indemnification and insurance provisions, which shall survive termination of this Agreement~~,~~; this Agreement shall terminate three years after the Effective Date. ~~The parties may agree to extend~~At the ~~term~~sole option of ~~this~~ the City, the City Manager will have the option to renew the Agreement ~~only~~for three additional thirty-six (36) month extensions beginning after the expiration of the original term. The City's City Manager may exercise this renewal option by providing CATC with at least ninety (90) days of written ~~amendment to this Agreement approved and executed with the same formalities as this Agreement.~~notice of the anniversary of the commencement date.

Either Party may terminate this Agreement, with or without cause, by providing to the other Party as designated in the Notice Section of this Agreement written notice no less than ninety (90) days prior to the proposed date of termination.

6. CATC's Responsibilities

a. CATC shall be solely responsible for actions and/or omissions of any agent or any employee used in connection with providing the Covered Services contemplated by this Agreement. City shall not have any control or involvement in the independent exercise of medical judgment by the Health Professional, and the City shall not incur any liability for the actions or omissions of the Health Professional and/or any agent or any employee used by the Health Professional including, without limitation, any Health Professional in connection with this Agreement. CATC agrees to indemnify and hold harmless the City from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which City may incur in

connection with CATC's furnishing of Health Professionals, or with the Covered Services provided by them, under this Agreement.

b. CATC shall construct the Employee Health Center in accordance with the ~~specifications listed in Exhibit D~~CATC standard specifications which CATC reserves the right to change, with prior written notice to the City, and pursuant to a General Lease to be entered into between the Parties for the premises located at 128 Lemon Avenue, Cocoa, Florida 32922.

CATC shall be solely responsible for payment of, on a timely, lien-free basis, the entire Health Center Improvement Costs; provided, however, that the City shall provide CATC with Tenant Improvement Dollars in an amount not to exceed One-Hundred Thousand Dollars ($100,000.00), and Start Up Dollars in an amount not to exceed Forty Thousand Dollars ($40,000.00) as more specifically set forth in such General Lease.

c. CATC shall obtain or be in possession of all licenses and permits necessary to provide all services under this Agreement.

d. CATC shall purchase the supplies and equipment ~~listed in Exhibit C for the operation of the Employee Health Center.~~that are commonly needed for the operation of the Clinic and to provide the Covered Services. These supplies include the standard formulary and non-dispensing drugs, disposable and non-disposable medical supplies and standard laboratory services. CATC will maintain lists of the standard formulary, laboratory services and other supplies. These standard lists may be periodically reviewed and modified. Any changes to the standard lists will be communicated to Client in writing. CATC will ensure that a regular inventory of all supplies is conducted. CATC's Employee Health Center Employees shall notify CATC when supplies need to be reordered and CATC will reorder new supplies. CATC will provide the City with the receipt for supplies on request. CATC will use reasonable efforts to purchase such equipment and supplies at the commercially reasonable cost for such types of purchases.

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e. CATC shall arrange for lab services, including courier pick-up. CATC will pay for all labs performed and will invoice the City according to Exhibit B. CATC will provide the City with the receipt for lab services on request.

f. CATC shall arrange for the pickup and disposal of medical waste at City's expense. Disposal shall be handled by CATC in accordance with applicable provisions of law. CATC agrees to indemnify and hold harmless the City from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which City may incur in connection with CATC's handling of medical waste under this Agreement.

g. CATC shall provide monthly to the City and/or the Plan Administrator the reports described below. ~~.~~ CATC shall ensure that information in any report identifying a specific individual Participant will be removed from the report before such report is provided to the City and/or the Plan Administrator. Moreover, it is specifically agreed and understood by the Parties that provision of reports to the City is for informational purposes only and not for the purposes of inviting the City to make health or medical decisions for employees nor to substitute the City's judgment or control over the

judgment of the CATC regarding any of CATC's responsibilities as set forth in this Agreement.

(i.) Reports generated from *eClinicalWorks*, the electronic medical records system. Reports available for established reporting periods include but are not limited to, chronic disease management, Employee Health Center utilization, and aggregate health trends. Report data to be provided to the City shall include, but not be limited to, (a) the number of Participants, (b) the number of unique Participants for whom Employee Health Center services are provided, (c) the percentage of available Employee Health Center appointment time attended and not attended, and (d) an aggregate summary indicating the types of conditions, treatments, and services provided; such aggregate summary shall contain data on individual patients that is grouped to allow conclusions about the patient population to be made, but shall not contain any information linking such data to any identifiable individual patient.

(ii.) Medication usage report from Dispensing Solutions, Inc.

(iii.) Patient satisfaction reports.

h. CATC shall provide Participants who participate in the PHA program with a hard copy of their individual printed Personal Health Assessment report through mail to each Participant's home address, and have electronic individual reports accessible via the CareATC secure Internet Partner portal. These reports will not be available to the City and/or Plan Administrator, except on an aggregate basis where such reports contain no information identifying any particular individual(s), unless the Participant signs a HIPAA Authorization for CATC to provide the City and/or Plan Administrator access.

i. CATC shall contract with Health Professional(s) to provide services to the City at the Employee Health Center.

Each Health Professional will be subject to the following terms per his/her agreement with CATC:

(i) Will have the right to determine his/her own means and methods of providing Covered Services within acceptable levels established through the oversight and quality control functions performed by CATC's Medical Directors.

(ii.) Will give due consideration when making referrals for additional medical care outside the scope of the Employee Health Center Covered Services to health providers identified by the City –as "in network" for purposes of a health plan. Physicians may make other referrals based on patient preferences, concerns about quality or availability, lack of coverage, or other reasonable bases.

(iii) Will not bill or otherwise solicit payment from Participants, their dependents, the City, or the City's insurers or benefit plans, for the Covered Services provided by the Health Professionals in the Employee Health Centers. Exception to this clause will be for CATC clients who elect the Health Savings Account Option ("HSA").

(iv) Will be required to comply with applicable laws and regulations with respect to the Covered Services.

(v.) Will be required to provide Covered Services in a professional manner consistent with Covered Services provided in the community.

j. CATC shall require that any physician performing services at the Employee Health Center maintain the following credentials:

(i) A license to practice medicine in the State where services are to be rendered without limitation, restriction or suspension;

(ii) The absence of any involuntary restriction placed on his/her federal Drug Enforcement Agency ("DEA") registration;

(iii) Good standing with his/her profession and state professional association; and

(iv) The absence of any conviction of a felony.

k. CATC will provide for and be responsible for the cost of all computer systems software and licensing, and will further provide for all administration and computer systems support of any software used exclusively by CATC in operating the Employee Health Center.

l. CATC and the Employee Health Center will not discriminate with regards to access to Employee Health Center services on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation prohibits discrimination.

7. City Responsibilities

a. The City will provide the premises located at 128 Lemon Street, Cocoa, Florida 32922, for the Employee Health Center pursuant to a General Lease entered into between the parties separate and apart from this Agreement. —Such General Lease term shall run simultaneously with the Term of this Agreement for an annual rent amount of One-Dollar ($1.00), and shall automatically terminate upon termination of this Agreement.

In accordance with the General Lease, the City will provide the following items and services for the operation of any on-site Employee Health Center: electricity; heat and cooling; ventilation; hot and cold running water; lighting and bulb replacement; structural and cosmetic repairs to the facilities; regular trash and janitorial service, as-needed janitorial service during Employee Health Center hours; security; access; telephone, separate fax, and high-speed Internet service. Medical Waste Services will be provided by CATC; however, the services will be provided at the expense of the City.

b. The City shall provide to CATC Tenant Improvement Dollars for build out of the Employee Health Center by CATC in an amount not to exceed One-Hundred Thousand

Dollars ($100,000.00), and Start Up Dollars in an amount not to exceed Forty Thousand Dollars ($40,000.00) as more specifically set forth in such General Lease

c. The City and/or the Plan Administrator shall create a list of eligibility requirements for use of the Employee Health Center and shall provide CATC with a list of eligible Participants (Eligibility List) and their social security numbers. Eligible Participants will not be added or permitted to obtain Employee Health Center services until the social security number has been provided.

   Should the City choose not to provide Participant's social security number as the Participant's unique identifier, then the City agrees to work with CATC IT department in order to meet CATC requirements for a unique identifier that is acceptable for use with CATC systems.

   The City shall be responsible for submitting the Eligibility List on no less than a monthly basis and no later than the 5th day of each month. Eligibility Lists submitted by the City shall meet specification requirements provided by CATC. CATC shall provide the City reasonable notice of any necessary changes to the specifications.

d. The City and/or the Plan Administrator will not discriminate with regards to eligibility on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation prohibits discrimination.

e. The City and/or the Plan Administrator shall communicate the availability of the Employee Health Center, the hours and location of the Employee Health Center, and the services that the Employee Health Center provides to all eligible Participants.

f. The City and/or the Plan Administrator shall be responsible for determining the extent and means by which the Employee Health Center and the provision of Covered Services are to be integrated with the Plan. The Plan Administrator and/or the City is responsible for amending the terms of the Plan, as necessary; amending any employee handbook or other statement of corporate policies, as necessary; and/or establishing a separate medical plan, in order to ensure compliance all applicable laws.

g. The City and/or the Plan Administrator shall communicate to CATC and all Participants any changes to and/or the creation of any benefit plans and/or corporate policies resulting from the execution of this Agreement that may materially affect the operation of the Employee Health Center or Participant's access to Employee Health Center services.

h. The City will maintain all corporate authority, licenses and permits as required to perform its obligations in accordance with this Agreement.

i. The City acknowledges and will support CATC's policies (a) to require patients to leave weapons outside of the examination room area in accordance with applicable law or unless the patient is required as part of their job to carry a weapon, and (b) to prohibit smoking in or near the Employee Health Center. If patient(s) are required to carry a weapon as part of their job, CATC will provide at the City's expense locked storage in

each examination room to be utilized for the duration of time that the patient is being treated.

8. Removal of Health Professionals

a. The City may submit to CATC a written recommendation to remove any Health Professional, together with a reason for such recommendation.

b. CATC will have a reasonable period of time (not less than ten (10) days after City's recommendation) to investigate the situation. If, after the investigation of the matter of concern, CATC desires that the Health Professional be replaced, CATC shall immediately commence actions to recruit another Health Professional to provide services at the Employee Health Center. CATC is authorized to provide a temporary replacement during the interim period of recruiting and hiring such Health Professional. Notwithstanding the foregoing, CATC has the final decision-making authority to determine whether to remove and/or replace any Health Professional.

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c. The following circumstances shall be grounds for immediate removal:

(i) Failure of Health Professional to possess or maintain appropriate credentials, including those set forth in Section 6(j) of this Agreement.

(ii) Failure of Health Professional to qualify for required insurance coverage.

(iii) Unacceptable quality of service; it is determined in good faith that Health Professional is negligent or does not meet expected standards as determined by CATC or the City in the performance of health care services.

(iv) Endangerment by the Health Professional of the health, life or safety of any patient, co-worker or other person.

9. Insurance and Liability

Prior to execution of Employee Health Center, the Parties will furnish documentation verifying they have obtained the required insurance in accordance with Exhibit ~~F~~C of this Agreement. Annually, upon the anniversary date(s) of the insurance policy renewal date(s), CATC will furnish the City with Certificate(s) of Insurance evidencing the coverage set forth, and the City will furnish CATC with a letter evidencing self-insurance and excess coverage set forth.

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Both Parties agree to provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

Either Party may request verification of the certificates or copies of the insurance policies of the other Party at any time and, within fifteen (15) days after a Party's request, the other Party will furnish the requested documentation verifying that it possesses the required insurance.

10. Taxes

If the City, or certain City purchases, are exempt from a payment of certain sales taxes, the City agrees to pay all taxes passed through as invoiced by CATC and shall be responsible for obtaining any credit due from the applicable sales tax authority. The City may provide a copy of its tax exempt documentation to CATC for sales tax purposes regarding CATC's purchase of goods and items to be used solely for the benefit of the City's Employee Health Center to the extent permitted by Florida law.

11. Indemnification and Sovereign Immunity

Each Party (the "Indemnifying Party") agrees, to the extent permitted by law, to indemnify, defend and hold the other Party, its staff, directors, trustees, Partners, limited Partners, officers, agents, affiliates, contractors, employees, successors and assigns harmless from and against any and all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to all losses arising out of (a) the breach of any term or condition of this agreement; and/or (b) the services performed or under (or related to) this agreement and/or (c) the negligent and/or willful acts or omissions of the Indemnifying Party. This paragraph shall survive termination of this Agreement.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two-hundred thousand dollars ($200,000.00) or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three-hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

12. Breach

If a Party commits a breach of this Agreement, the non-breaching Party may provide written notice of the breach to the breaching Party. Upon such notice, the breaching Party must be provided an opportunity to cure such breach within thirty (30) days. If the breaching Party fails to fully cure its breach within such thirty (30)-day period, the non-breaching Party may terminate this Agreement for cause, immediately upon written notice.

13. Non-Solicitation

During the term of this Agreement, the City will not indirectly or directly hire or retain, as a full-time or part-time employee, or on an independent contractor or consultant basis, any Health Professional that performs Covered Services during the term of this Agreement at the Employee Health Center, or otherwise directly or indirectly solicit or encourage any such Health Professional to discontinue performing services for CATC (whether as an employee or independent contractor or consultant), without the prior written consent of CATC, which consent shall not be unreasonably withheld

CATC will not prohibit a Health Professional from being directly or indirectly hired or retained by the City, as a full-time or part-employee or on an independent contractor or consultant basis, following the term or termination of this Agreement, in the event that (1) the Agreement is terminated by CATC for reason other than breach on the part of City as provided for in this Agreement, or (2) CATC elects to not retain the Health Professional as an employee of CATC, or (3) the Agreement is terminated by the City for reason of breach on the part of CATC as provided for in this Agreement.

14. Data Encryption

The City will implement appropriate computer and data encryption and security measures to secure all information furnished between the City and CATC. The City will immediately notify CATC of any suspected or confirmed loss, copying or disclosure of Protected Health Information ~~–~~and to include electronic PHI that has been furnished (or intended to be furnished) to or by CATC. The Parties will provide timely cooperation to each other in (a) providing any required notices to patients, Participants, or others relating to a suspected or actual loss or disclosure of PHI, consumer credit information, or other information for a possible loss or disclosure triggering a legal obligation to provide notices, and in (b) attempting to mitigate such a loss or the effects of such a loss.

15. Records & Privacy

a. Medical Records and PHI

(i) Medical records shall be maintained by CATC and/or the Employee Health Center with respect to all of the Participants who are patients. Health Professionals will maintain such medical records consistent with the accepted practice of the community in which the Health Professionals provide Covered Services, and in accordance with HIPAA privacy standards.

(ii) Unless specifically directed by the patient, all patient records will be accessible only to the Health Professionals providing medical services at the Employee Health Center for diagnostic and educational purposes.

(iii) PHI information will be maintained in a professional manner consistent with HIPAA privacy standards. Patients will be notified by CATC or ~~the~~ Employee Health Center of the standard Privacy Practices as ~~outlined in Exhibit G. Exhibit G~~maintained by CATC which may be modified from time to time and patients will be provided with the updated requirements.

(iv) Patients will be provided by CATC or the Employee Health Center with notice of Patient Rights ~~as outlined in Exhibit H. Exhibit H~~which may be modified from time to time and patients will be provided with the updated requirements.

(v) All patient records, and all PHI data and information maintained in connection with this Agreement, will be the sole property of CATC and Health Professionals contracted to provide services. All PHI, and all other data, information, documents or other information of any type relating to patients covered under this agreement, or services provided to such patients, will be the sole and exclusive property of CATC.

(vi) The City and CATC agree that all PHI and medical information and records will be subject to HIPAA and other privacy rules. The City will not be entitled to have access to any PHI or medical records or information maintained by Health Professionals, except for "de-identified" and aggregated group information provided as part of the Covered Services.

(vii) Notwithstanding the above terms, ~~—~~all ~~Worker's~~Workers' Compensation medical records shall be lawfully maintained and available to the City to the extent authorized by law.

(viii) Anything herein to the contrary notwithstanding, CATC and the City will maintain all PHI as confidential and will not disclose such health information to any third party or use such health information for commercial advantage or personal gain, except as permitted by HIPAA and CATC's HIPAA Notice of Privacy Practices. All obligations to maintain confidentiality of health information will survive termination of this Agreement indefinitely. The City acknowledges receipt of CATC's Notice of Privacy Practices ~~provided in Exhibit G~~ and Patient's Rights ~~per Exhibit H~~. CATC has the right to modify both the Notice of Privacy Practices and Patient's Rights upon written notice to the City.

(ix) To ensure compliance with the above, CATC and the City shall develop and implement policies, standards and procedures to protect the confidentiality and security of the medical records. Further, CATC shall ensure that Health Professionals and other employees are trained in CATC's policies, standards and procedures.

b. Public Records

In addition to all other contract requirements as provided by law, CATC agrees to comply with public records law specifically to:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service being provided by CATC hereunder.

(ii) 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.

(iii) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of CATC upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

CATC hereby acknowledges and agrees that if CATC does not comply with a public records request, the City shall have the right to enforce the contract provisions in accordance with this Agreement.

Nothing contained in this subsection shall be construed or interpreted as CATC acting on behalf of the City when providing Covered Services to Participants as required hereunder.

If CATC does not comply with a public records request, the City shall have the right to enforce the provisions of this subsection. In the event that CATC fails to comply with the provisions of this subsection, and the City is required to enforce the provisions of this subjection, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to CATC's failure to comply with the provisions of this subsection, the City shall be entitled to collect from CATC prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this subsection against CATC. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of CATC's failure to comply with the provisions of this subsection. This Paragraph shall survive termination of this Agreement.

16. Proprietary Information

a. "Proprietary Information" includes, among other information, all information that is not subject to public records disclosure as it pertains to CATC's business, employees, contractors, professionals, finances, contracts, strategies, marketing, legal claims, billing and collection practices, insurance, patients, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information regarding Employee Health Center(s), staffing models, delivery systems, and/or other information that CATC identifies as such and wishes to remain confidential. Information that is made known to the general public is not Proprietary Information; however, all information not considered subject to public records disclosure in accordance with applicable law, furnished or exchanged under this Agreement and identified as such by CATC is to be considered Proprietary Information.

b. Except as expressly set forth herein, CATC will, at all times, exclusively own all right, title and interest in and to the following materials (collectively, "CATC Materials"): (a) any marketing collateral supplied by CATC hereunder; and (b) logos, trademarks, trade names and service marks. During the term of this Agreement, CATC hereby grants to the City a non-exclusive, non-transferable, royalty-free, revocable right and license to use, market, promote and display the CATC Materials in connection with the services performed by CATC hereunder. Except for those rights expressly granted herein, the City shall not grant, nor claim any right, title or interest in the CATC Materials. Similarly, except as expressly set forth herein, the City shall, at all times, exclusively own all right, title and interest in and to any marketing collateral supplied by the City hereunder; and the City logos, trademarks, trade names and service marks.

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c. Each Party acknowledges that, during the term of this Agreement, it (the "Receiving Party") may receive or be exposed to information that the other Party (the "Disclosing

Party") considers to be confidential or proprietary in nature. Each Party agrees that, except as contemplated in fulfilling its obligations hereunder, it will not, during the term of this Agreement and for a period of five (5) years thereafter, use directly or indirectly, for its own account or for the account of any other person, or disclose to any other person any confidential or proprietary information identified as such by the other Party or any affiliate of the other Party, including, but not limited to, supplier and customer lists, pricing and cost information, business plans and objectives, purchasing and marketing know-how, and methods and techniques in any form whatsoever. Each Party shall take such precautions with respect to the confidential and proprietary information of the other Party as it normally takes with respect to its own confidential and proprietary information, but in no event will it exercise less than ordinary care with respect to such information. In the event of a conflict between the terms of this Agreement and terms of any separate confidentiality or non-disclosure agreement between the Parties, the provisions of this Agreement shall control.

d. Notwithstanding anything to the contrary contained in this section, in the event the Receiving Party is required to disclose any confidential or proprietary information of the Disclosing Party pursuant to a court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with any law, the Receiving Party shall provide the Disclosing Party with prompt notice of such required disclosure so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's obligation to comply with the provisions of this section.

e. Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party's confidential or proprietary information to the Disclosing Party or, at the Disclosing Party's election, in lieu of the transfer of such written records to the Disclosing Party, the Receiving Party shall destroy all such information of the Disclosing Party in the possession of the Receiving Party where permitted by law. Upon the request of the Disclosing Party, the Receiving Party will promptly certify in writing to the destruction of such written confidential or proprietary information.

f. No document or information, authored by CATC, will ever be deemed a "Work for Hire" for the City. No information, idea, concept or report, developed or created by CATC, will be the City's property. The City agrees that CATC is and will be the author and owner of intellectual property (such as patentable ideas, copyrightable materials, trade secrets, or other ideas) conceived, developed or prepared by CATC, alone or with others, within the scope of any of CATC's contractual relationships with the City. The City will not receive any licensing or royalty rights, or rights to use copy or adapt any such intellectual property. CATC may register and hold in its own name all such intellectual property rights.

17. Marketing

Under no circumstances will either party advertise, disclose, market, or publicize the Partnership between CATC and the City or the existence of this Agreement in a manner

inconsistent with State of Florida or any other public records law without the prior written consent of the other party.

18. Warranties

a. This Agreement is solely for the provision of Covered Services at the Employee Health Center or other location as agreed upon in writing by the Parties and its existence does not establish any wellness program, corporate policy, separate benefit plan or amendment of any benefit plan, program, or policy offered or required by the City.

b. This Agreement does not create any obligations of CATC or Health Professionals to administer any services not contemplated by the Scope of Work discussed in Section 2 of this Agreement. Covered Services are strictly limited to the services listed in Section 2b of this Agreement except as otherwise agreed upon by the Parties in writing.

c. The City and CATC are not acting in a fiduciary capacity. CATC is not a fiduciary of any health, medical or benefits plan offered by the City.

d. CATC is not responsible for eligibility determinations for Employee Health Center services. CATC shall solely rely on the eligibility information provided by the Plan Administrator and/or the City in allowing access to Employee Health Center services. CATC will not accept any appeals or claims for benefit or eligibility determinations. CATC will not be liable for any errors or omissions in eligibility information provided to it by the Plan Administrator and/or the City.

e. The attorneys of Brown, Garganese, Weiss & D'Agresta, P.A., have acted as counsel for City in connection with this Agreement and the transactions contemplated herein, and have not given legal advice to any party hereto other than the City. CATC is not a law firm and does not purport to give the City any sort of legal, tax, or fiduciary advice or guidance with respect to: City's and/or the Plan Administrator's responsibilities under this Agreement; amending any health, medical, or benefits plan offered by the City; formation of a wellness program or separate medical plan; obligations of the City and/or the Plan Administrator under local, state and federal law.

19. Independent Contractors

It is expressly understood and agreed that CATC and the City shall at all times during the term of this Agreement act as independent contractors, and neither Party shall have any authority to bind the other Party. Neither Party is intended to be an employee or employer of nor joint venturer with the other Party, and, neither Party shall function as an agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

Further, nothing contained herein shall be construed to create a Partnership, association or other affiliation between CATC and the City. In no event shall either Party be liable for the debts or obligations of the other except as otherwise specifically provided in this Agreement.

No provision of this agreement shall be deemed to create a relationship between the Parties of employer and employee, principal and agent, or any relationship other than that of the independent Parties contracted with each other on a non-exclusive basis.

Each Party's employees and contracted professionals will be the employees and professionals only of that Party and not of the other Party. CATC will have the exclusive authority to hire, fire, compensate, assign duties to, and direct the Health Professionals and its employees. CATC will be solely responsible to pay any applicable compensation or severance to its Health Professionals and its other employees. CATC shall have the sole obligation to withhold and pay all taxes, unemployment compensation, Social Security, Medicare, and other legally-required or authorized withholdings or payments, to or with respect to its Health Professionals and employees. CATC will be solely responsible for the actions or inactions of the Health Professionals and its employees.

20. Notices

Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

If to CATC:	If to The City:
CareATC	City of Cocoa
4500 South 129th East Avenue	~~[~~65 Stone Street
Suite 191	Cocoa, FL 32922
Tulsa, OK 74134	Attn: John Titkanich, City Manager

21. Waiver

Either Party may waive any of the terms or conditions of this Agreement at any time provided such waiver is in writing and signed by the Party granting the waiver. No such waiver will affect or impair the waiving Party's right to require the performance either of that term or condition as it applies on a subsequent occasion, or any other term or condition of this Agreement. A Party's failure to object, delay in requiring performance, or other action or inaction, will not be deemed a waiver of any term or condition of this Agreement or consent to a breach.

22. Force Majeure

CATC and the City will not have any obligations to provide, or liability for failure to provide, any good or service under this Agreement for any cause beyond each respective party's reasonable control including, without limitation, any Act of God, fire, flood, hurricane, environmental contamination, disruption in utilities, act or order of a governmental entity, act of terrorism, war, vandalism or other public disruption, destruction of records,

disruption of communications or transportation, labor difficulties, shortages of or inability to obtain labor, material or equipment, or unusually severe weather, or any other cause beyond the respective party's reasonable control. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable.

23. No Third Party Beneficiaries

This Agreement is not a third party beneficiary contract. No Participant, and no other person or entity, is an intended third party beneficiary of this Agreement.

24. Assignment

Neither Party shall have the right to assign or transfer its obligations under this Agreement, voluntarily or by operation of law, without first obtaining the written consent of the other Party, and any attempted assignment or transfer in the absence of such consent shall be void and of no effect. This Agreement shall not be assigned or transferred without prior written approval of the City Council.

25. Succession

Subject to the other terms of this Agreement, this Agreement will inure to the benefit of, and be binding on, each Party's permitted successors and assigns.

26. Captions

All Section captions are for reference only and will not be considered in interpreting this Agreement.

27. Severability

If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect, unless the absence of the invalid, void or unenforceable provision or provisions causes this Agreement to fail in its essential purposes in which case, the Parties will meet in good faith to consider negotiating amendments to this Agreement.

28. Appropriations Clause

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in the amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

29. Further Actions

Each of the Parties agrees to execute and deliver such further instruments and actions as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof. In addition, the Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement.

30. Local, State, and Federal Laws

Neither Party shall take any action, in furtherance of this Agreement, which is illegal under any applicable- federal, state, county and local rules, including without limitation, all statutes, laws, ordinances, regulations and codes (hereinafter "Laws"). Both Parties shall comply with all applicable Laws. Should either Party be found to have violated any Laws in furtherance of this agreement, it shall not be entitled to any costs or compensation.

31. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this Agreement, exclusive state court jurisdiction shall be in the trial courts located in Brevard County, Florida, and exclusive federal court jurisdiction shall be in Orlando, Florida, any objections as to jurisdiction or venue in such courts being expressly waived.

32. Amendments

This Agreement may be amended only in writing signed by each of the parties. The only persons who have the authority to amend this Agreement on behalf of CATC are its Chief Executive Officer and President.

33. Entire Agreement

This document is intended by the parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. Moreover, no representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

34. Attorney's Fees.

In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

35. Non-Waiver.

No delay or failure by either party to exercise any right under this Agreement and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

36. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

37. Standard of Care.

In performing its services hereunder, CATC shall use the degree of care and skill ordinarily exercised, under similar circumstances by reputable members of its profession practicing in the same or similar locality.

38. Contractor's Signatory.

The undersigned person executing this Agreement on behalf of each party hereby represents and warrants that he/she has the full authority to sign this Agreement and to fully bind their principal to the terms and conditions set forth in this Agreement.

39. Authorization to Piggyback. This Agreement may be made available for use by other governmental agencies.

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IN WITNESS WHEREOF, the Parties hereto have executed this Employee Health Center Service Agreement on the day and year first written above.

CATC:

CareATC, Inc.

By: _____

Title: _____

The City of Cocoa, a Florida municipal corporation:

Name: _____

By: Henry U. Parrish III

Title: Mayor

EXHIBIT A

EMPLOYEE HEALTH CENTER
LOCATIONS, SCHEDULE AND IMPLEMENTATION

Type of Employee Health Center: Near Site

Name: City of Cocoa

Address: 128 Lemon Street

City, State, Zip: Cocoa, FL 32922

Hours/Staffing Schedule: Hours: ~~Monday, Wednesday and Friday: 8:00am to 12:00pm; Tuesday and Thursday: 1:00pm -5:00pm.~~

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Monday	8:00am to 12:00pm
Tuesday	1:00pm -5:00pm
Wednesday	8:00am to 12:00pm and 1:00pm -5:00pm
Thursday	1:00pm -5:00pm
Friday	8:00am to 12:00pm

Staff: One physician and two medical assistants~~.~~

The hours and/or staffing levels may be adjusted upon mutual agreement between the City and CATC.

Observed Holidays: The Employee Health Center shall be closed on the following observed holidays, unless otherwise agreed by the parties: ~~—~~New ~~Years~~Year's Day~~, Good Friday~~, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas ~~Eve, Christmas~~ Day, and two floating holidays selected by the City - Martin Luther King, Jr.'s Birthday, ~~President's Day,~~and Veteran's Day

EXHIBIT B

CATC AND EMPLOYEE HEALTH CENTER FEES

The City agrees to compensate CATC for services rendered under this Agreement as follows:

1. The City agrees to pay for all initial setup expenses, including but not limited to equipment, supplies, pharmaceutical, and initial inventory.

2. CATC shall invoice the City for the cost of all service related expenses on a monthly basis. In addition, CATC may submit interim invoices for purchases, with prior written approval from the City, of equipment or supplies exceeding Two-Thousand and Five-Hundred Dollars ($2,500) in cost.

3. The City will pay all fees described in this Exhibit in accordance with the Florida Prompt Payment Act. If the City disagrees with any CATC invoice, the City shall pay all undisputed invoiced amounts, notify CATC of the disputed amount and the reasons for which it is disputed, and CATC will segregate such disputed amounts from undisputed amounts until the matter is resolved.

4. Fees Payable by the City:

   a. CATC Administration Fee: $21.00 Per Eligible Employee/Retiree Per Month

      The Monthly Fee shall cover the following:

CATC Corporate Support	Accounting
Chief Medical Officer	Chief Operating Officer
Facilities Management	Human Resources
Contract Administration	Implementation Team
IT Support	Marketing Team
Materials\Purchasing Team	Partnership Relations Manager
Patient Access Call Center	Physician & Staffing Recruiter

Reporting ~~Weekly,~~ - Monthly, Quarterly, and Annual
Quality Management and Credentialing RN
Employee Health Center Operations Manager

   b. Payment for ~~Equipment~~Laboratory Testing and ~~Supplies~~Pharmaceutical Drugs: The City ~~agrees to~~will pay CATC ~~for equipment and supplies~~ on a monthly pass-through basis~~.~~ for the laboratory testing performed and medications dispensed on a pass-through basis. Such a system means that CATC ~~agrees to~~will purchase ~~the equipment~~these services and ~~supplies~~items, using reasonable efforts to secure bulk ~~price~~ discounts ~~and competitive~~ in pricing. ~~CATC will invoice the City for CATC's actual cost to purchase the equipment and supplies.~~

   ~~c. Payment for disposal of medical waste. CATC agrees to use reasonable efforts to secure competitive pricing and to invoice the City for the actual cost of the service.~~

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d. Payment for Pharmaceutical Drugs, Laboratory Testing, Licenses and Permits. CATC agrees to purchase the supplies and services, using reasonable efforts to secure bulk price discounts and competitive pricing, and to invoice the City for CATC's actual cost to purchase the supplies and services.

e.(i) Electronic Medical Records (EMR) Expenses:

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(i) Monthly maintenance fee (includes technology equipment as outlined in Exhibit E of this Agreement): $250.00

(ii)a. Monthly license fee: 1 physicians @ $173.00 ea. = $173.00

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(iii)a. Fax Line Gateway Service Fee: $40.00 per month (includes 500 faxes or 1,000 pages, whichever is reached first, plus $.04 per page for any overage)

(iv)a. EMR training to be provided to Employee Health Center staff, and invoiced by CATC to the City on a pass-thru basis.

(v)a. Travel costs as approved by the City for Employee Health Center staff to attend EMR Training

f. Payment for Health Professionals:

(i) Doctor:

1 part-time salaried at a rate not to exceed $125 per hour.

(ii) Licensed Practical Nurse:

1 part-time hourly at a rate not to exceed $21.00 per hour

(iii) Medical Assistant:

2 part-time hourly at a rate not to exceed $18.00 per hour

(iv) The above hourly payment rates are inclusive of the following benefit costs for CATC's Employee Health Center Health Professionals: Social Security taxes, Medicare taxes, Federal and State Unemployment taxes, Workers Compensation, health insurance, 401(K) match, long term disability and paid time off for vacation, sick, continuing medical education and holidays. Short Term disability for CATC's Health Professionals will be invoiced to the City separately by CATC as incurred at a rate of $350.00 per week.

(v.) All hourly staff will be paid overtime at the rate of one and one-half times the hourly rate for all hours worked in excess of 40 hours per week.

(vi.) If staff is hired prior to the execution date of this Agreement, the City will be responsible for payment of the hourly rate of pay times the number of hours worked for the Health Professionals staffing the Employee Health Center, effective the hire date of such Health Professionals.

~~(vii) If staff is absent for Paid Time Off (PTO), or in the temporary absence of staff when agreed upon by the Parties, the City will pay the following rates for substitute staffing:~~

- ~~Physician: $140.00 per hour~~
- ~~Advanced Registered Nurse: $95.00~~
- ~~Licensed Practical Nurse: $30.00~~
- ~~Medical Assistant: $25.00~~
- ~~Mileage for travel by substitute staff will be invoiced by CATC in accordance with the Business Mileage Rate established by the Internal Revenue Service and will be paid by the City as a passed through cost.~~

~~(viii) Pay rates may not exceed the amounts indicated above except upon the prior mutual agreement of the parties, except that pay rates for Health Professionals are subject to an increase, not to exceed 5% of the Health Professional's rate of pay, in or near the month of May each year.~~

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~~g.~~c. The City will reimburse CATC for all pass through costs of conducting Personal Health Assessments (PHA) for each participating adult. This will include staff, lab and travel costs. Current lab fees are $16.25, per Participant, plus $5.50 per PSA (males over the age of 45) one time per year or as otherwise authorized by the City, and a dedicated PHA Team to provide PHA related services as agreed upon by the Parties.

~~-~~Additional charge of $10.00 per hardcopy PHA Booklet, which includes printing and mailing costs and online access to CATC website for Participant.

(i) Travel Costs for annual PHA event: Subject to the City's prior written approval, the City agrees to pay CATC for all Travel Costs for CATC staff on a pass-through basis to provide onsite PHA related services.

(ii) Travel costs shall include car rental, airfare, baggage fees, hotel (double occupancy, per diem per PHA team member per current IRS per diem rates at time of travel, gas, parking, tolls, mileage at IRS Business Mileage Rate.

(iii) Whenever possible, CATC shall coordinate team travel for City Personal Health Assessments to be performed at the same time as other CATC clients in the area. If PHA services are provided to the City in conjunction with other area clients, CATC shall invoice the City only for a prorated share of travel expenses. The prorated amount for airfare shall be divided equally between the City and other area clients. All other travel expenses will be prorated based on the actual number of days Personal Health Assessments are provided for each area client.

d. Other Operational Expenses – CATC will invoice the City for 100% of health center operational expenses. In the event the City enters into inter-local agreement(s) with other entities to allow clinic access by other entities, these expenses will be apportioned based on total employee headcount.

(i) Payment for Health Professionals, the City will pay CATC for the cost of the Health Professionals on a pass through basis inclusive of all benefits provided by CATC to the Health Professionals. The rates below are estimated rates as of the

date of this Agreement and include benefits provided by CATC to the Health Professionals. Any amounts greater than the estimated rates, must be approved by the City in writing in advance in order for such amount(s) to be effective. The Health Professionals' compensation will be reviewed and is subject to be changed on an annual basis, subject to the City's approval.

a. Doctor: salaried at a rate not to exceed $140 per hour.

b. Advanced Register Nurse Practitioner: salaried at a rate not to exceed $70 per hour.

c. Licensed Practical Nurse: hourly at a rate not to exceed $28.00 per hour

d. Medical Assistant: hourly at a rate not to exceed $24.00 per hour

e. The above hourly payment rates are inclusive of the following benefit costs for CATC's Employee Health Center Health Professionals: Social Security taxes, Medicare taxes, Federal and State Unemployment taxes, Workers Compensation, health insurance, 401(K) match, long term disability and paid time off for vacation, sick, continuing medical education and holidays.

f. Should a Health Professional leave on Short Term disability, the City will reimburse CATC separately as incurred at a rate of 60% of the employee's salary but not to exceed $1,000.00 per week. The short term disability will start after the employee has been out for 2 weeks and will be paid up to the time the long term disability becomes effective. An approved request for Short-Term Disability must be submitted and approved by CATC. In the event a Health Professional leaves on Short Term Disability, all temporary staffing costs will be passed through not to exceed the rates stated above.

g. CATC will be responsible for any fees incurred related to the recruitment of and/or hiring of Health Professional(s).

h. All hourly staff will be paid for actual hours worked inclusive of patient care beyond scheduled hours and opening/closing duties and will be paid overtime at the rate of one and one-half times the hourly rate for all hours worked in excess of 40 hours per week.

i. The number and types of the health professional staffing composition shall be based upon mutual agreement between the City and CATC.

(ii) Payment for Equipment, Supplies Licenses and Permits: The City agrees to pay CATC for equipment and supplies on a pass-through basis. CATC agrees to purchase the equipment and supplies, using reasonable efforts to secure bulk price discounts and competitive pricing. CATC will invoice the City for CATC's actual cost to purchase the equipment and supplies.

(iii) Payment for disposal of medical waste. CATC agrees to use reasonable efforts to secure competitive pricing and to invoice the City for the actual cost of the service.

(iv) Electronic Medical Records (EMR) Expenses:

a. Monthly maintenance fee (includes technology equipment): $250.00

b. Monthly license fee: 1 physicians @ $173.00 ea. = $173.00

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c. Fax Line Gateway Service Fee: $40.00 per month (includes 500 faxes or 1,000 pages, whichever is reached first, plus $.04 per page for any overage)

d. EMR training to be provided to Employee Health Center staff, and invoiced by CATC to the City on a pass-thru basis.

e. Travel costs as approved by the City for Employee Health Center staff to attend EMR Training

5. Unless otherwise expressly stated herein, no other compensation will be paid to CATC by the City under this Agreement.

6. Notwithstanding that CATC's compensation is derived, in part, by hourly rates of Health Professionals providing Covered Services hereunder, such compensation shall not be construed or interpreted to create any employer- employee relationship between the City and said Health Professionals. Further, the City shall not be responsible or liable for paying or withholding payroll taxes or benefit fees for the Health Professionals. Said responsibility shall lie solely with CATC.

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~~EXHIBIT C~~

EXHIBIT C~~TYPICAL EMPLOYEE HEALTH CENTER EQUIPMENT AND SUPPLIES~~

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~~Equipment and supplies that are commonly needed to provide Covered Services are described in this Exhibit. Other equipment and supplies may be required by the Health Professional to deliver Covered Services in accordance with the Agreement. The City agrees to pay for such equipment and supplies as invoiced by CATC. The prescription formulary may be modified at any time by the Parties' mutual agreement.~~

~~A list of such medications, equipment and supplies that may be provided include, but are not limited to, the following:~~

~~Medications/Injectables~~

~~ACYCLOVIR 200MG CAP~~
~~ACYCLOVIR 400MG TAB~~
~~ALBUTEROL .083% SOL~~
~~ADACEL TDAP VACCINE~~
~~AMLODIPINE 5MG, 10MG~~
~~AMOXICILLIN 250MG SUSP, 500MG CAPS, 250MG CHEW~~
~~ASPIRIN 81MG CHW TAB~~
~~AZITHROMYCIN TABS 250MG~~
~~BUPROPION ER 150MG~~
~~CARVEDILOL 12.5MG TABS~~
~~CEFTRIAXONE 1GM~~
~~CEPHALEXIN 500MG CAPS~~
~~CIPROFLOXACIN 500MG~~
~~CYANOCOBALAMIN 1000MCG~~
~~CYCLOBENZAPRINE 10MG~~
~~DEBROX DRP~~
~~DEXAMETH 4MG/ML~~
~~DIPHENHYD 25MG, 50MG~~
~~DOXYCYCLINE 100MG~~
~~EPINEPHRINE~~
~~FEXOFENADINE180MG~~
~~FISH OIL 1000MG CAP~~
~~FLUTICASONE~~
~~FLUOXETINE 20MG CAP~~
~~FLUCONAZOLE 150MG~~
~~GEMFIBRIZOL 600MG TAB~~
~~GLIPIZIDE 5MG TAB, 10MG~~
~~HYDROCHLORATRIAZIDE 25MG~~
~~IBUPROFEN 800MG TABS~~
~~KENALOG 40MG~~
~~KETOROLAC 60MG~~
~~LEVOTHYROXINE 50MCG, 100MCG, 150MCG~~
~~LIDOCAINE 1%~~
~~LISINOPRIL 10MG, 20MG, 40MG TAB~~
~~LOSARTAN 50MG, 100MG TAB~~
~~LOVASTATIN 40MG TAB~~
~~MARCAINE .5%~~
~~MELOXICAM 7.5MG TAB~~
~~METFORMIN 500MG, 1000MG TABS~~
~~METRONIDAZOLE 500 MG TABS~~
~~MUPIROCIN 2%~~
~~NAPROXEN 500MG TABS~~
~~NEOMYC/POLY/HC OTIC SOL 10ML~~
~~NITROSTAT .4MG TABS~~
~~OFLOXACIN .3%~~
~~OMEPRAZOLE 20MG CAPS~~
~~ONDANSETRON ODT 8 MG~~
~~PAROXENTINE 20MG TABS~~
~~PREDNISONE 10MG TABS~~
~~PROMETHAZINE 25MG~~
~~PROPARACAINE EYE DRP .5%~~
~~RAMIPRIL 5MG, 10MG CAPS~~
~~SERTRALINE 50MG, 100MG~~
~~SILVER NITRATE~~
~~SILVER SULFADIAZ 1%~~
~~SIMVASTATIN 20MG, 40MG TABS~~
~~SULFACETAMIDE 10%~~
~~SULFAMETH/TRI800/160MG~~
~~TRIPLE ANTIOINMENT~~
~~VENTOLIN HFA 90MCG~~

Testing Supplies

Aplisol, Glucose strips, Multi Stix, Occult Blood Test, Pregnancy HCG Tests, Strep A Signfy.

Medical Supplies

Isopropyl alcohol, applicators, bandages, basinemisis, betadine solution, paper cutters, cold packs, cotton balls, gauze, exam gloves, exam gowns, histofreezer, hydrogen peroxide, IV set, laceration tray, lancet, mediwash eye wash, adult mouthpiece, needles, pillow with vinyl cover, prescription pads, probe covers, swabsticks, sanitizer, scalpels, scissors, sharps collectors, sodium chloride, specula kleen, sponge gauze, suture removal tray, syringe, table paper, clear tape, facial tissue, adult tongue blade, embossed towels, vials.

Medical Equipment

Blood pressure unit, exam table with stirrups and storage, paper holder, Snellen eye chart, diagnostic set halogen macro, glucometer elite system, Taylor percussion hammer, unlabeled sundry jars, exam light with floor stand, full range peak flow meter, scale, stethoscope, Thermopro (ear thermometer). Optional occupational medical equipment may include, but not be limited to, spiormetry and/or hearing booth.

Office Furniture and Equipment

CATC recommends two (2) drawer lockable file cabinet, chairs, computer desk, Dymo label writer, lockable storage cabinet, printer, fax, copier, refrigerator, trash cans.

Final selection will be determined on completion and approval of site plan by the City.

Office Supplies

Hole punch, clipboards, copy paper, file folders and labels, file guide (A-Z), highlighters, pens, sanitizing wipes, paper clips, post it notes, scissors, stapler, staples, staple remover, tape, tape dispenser, and trash bags.

~~EXHIBIT D~~

~~MINIMUM CRITERIA FOR EMPLOYEE HEALTH CENTER FACILITIES~~

~~The Employee Health Center facilities must satisfy the following minimum criteria:~~

~~1. Exclusive use for the Employee Health Center.~~

~~2. Non-smoking.~~

~~3. Weapon free except in accordance with applicable law or in the case the patient(s) is required to carry a weapon as part of their job. Weapons will be required to be stored in a locked storage in the exam room during the full time patient is being treated.~~

~~4. OSHA and Medical Facilities Standards: Comply with federal regulations.~~

~~5. ADA compliant.~~

~~6. Soundproofed walls, floors, ceilings, to the extent possible.~~

~~7. Solid doors.~~

~~8. Privacy windows (or no windows).~~

~~9. Floor coverings: non-porous flooring that can be disinfected and cleaned on a daily basis for all exam, lab, and working portions of the Employee Health Center. VCT tiling is recommended.~~

~~10. Walls: Full height, opaque, with semi-gloss paint or similar covering that may be readily wiped down without removing color.~~

~~11. Ventilation: The ventilation system will be separate from any smoking or industrial ventilation.~~

~~12. Access: Such that the Employee Health Center may be locked securely and separately from the main facility.~~

~~13. Signage: The City will allow CATC to affix CATC's standard sign by the entry.~~

~~14. The following size and design minimum criteria:~~

~~a. Examination/Treatment Rooms: Two (2) per on-duty physician; minimum one hundred twenty (120) square feet each. Each room will have two (2) electrical outlets, hot and cold running water, Internet and phone cabling, and a secure lockable storage cabinet approved by CATC.~~

~~b. Health Professional Office: one (1); minimum seventy-five (75) square feet.~~

~~c. Reception: minimum eighty (80) square feet.~~

d. Storage: minimum forty (40) square feet of general storage and supply storage, with shelves.

e. Rest Rooms: one (1), unisex; internal location within the Employee Health Center space.

f. Sufficient parking for Health Professionals and Patients: minimum two (2) spaces that satisfy ADA criteria and that are located within the appropriate distance of the front door.

g. Laboratory: Will have two (2) electrical outlets, hot and cold running water, and secure lockable cabinetry approved by CATC.

EXHIBIT E

EMPLOYEE HEALTH CENTER MINIMUM TECHNICAL SPECIFICATIONS

1. Communication Requirements

Wired for high speed Internet, wire based telephone, wire based fax, and other communications. If the City provides PBX, router, or other services, the City will provide all modems, telephone handsets, and other systems that may be needed to use or interface with the communication system. The Employee Health Center's phone, fax, and internet communications must not be susceptible to eavesdropping, access, recording, copying or retrieval by the City or the City's contractors or Affiliates. The communication system must satisfy the following minimum criteria:

a. Phone

(i) one (1) main line

(ii) one (1) second line accessed by rotary hunt

b. Fax

(i) one (1) dedicated fax line

c. Internet

(i) 5mbps Downstream or better

(ii) 2mbps Upstream or better

(iii)Static IP Address

2. PC Requirements

a. Processor – 2GHZ or better

b. Ram – 2GB or better

c. CD Rom Drive

d. At Least 4 USB ports

e. Keyboard and Optical Mouse

f. 2007 or later Microsoft Office (Word, Excel, PowerPoint)

g. PDF reading software (Adobe, Foxit, etc.)

h. Major Antivirus Software

i. Windows 7 Pro or later Windows Professional based operating system

1. Monitor Requirements

a. Flat Panel

b. 17" or larger

1. Printer and Scanner Requirements

    a. Must have dual tray Laser B&W all in one printer (scanner, fax, copier) that supports PCL5 or higher, or one single tray all in one printer and another regular B&W printer (extra printer/tray is for prescription medication label paper).

    b. Must have a scanner that supports Twain v1.2 Compatible drivers. Recommended Models: Fujitsu fi 6130/z or fi 6230/z, Panasonic KVS10xxx, Xerox document 152.

    c. Dymo 400 label writer printer.

1. Networking and Devices

    a. Business class SPI firewall with IPsec VPN support. Recommended: Sonicwall TZ100.

    b. Employee Health Center must be built out with CAT5e or better network drops in areas where networked devices are necessary.

    c. Optional business class Wireless N access point. Recommended: Ubiquiti Unifi AP Pro.

    d. Employee Health Center network must be segmented from other networks and behind its own firewall in order to comply with HIPAA guidelines.

    e. Please contact Dustin Fry, CareATC Systems Administrator with any questions at 918-779-7450

2. Any hardware, software, and communications/data network or systems requirements not specifically articulated in this Agreement shall be added only upon the prior mutual agreement of both parties.

~~EXHIBIT F~~

INSURANCE AND LIABILITY

1. **CATC:** CATC agrees to obtain and maintain the following types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then such coverage may be obtained on a claims-made basis with a minimum three (3) year "tail" following the termination or expiration of this Agreement:

   a. General Liability - $1,000,000.00 / $3,000,000.00 of Comprehensive General Liability insurance including independent contractors, contractual liability, personal liability, and broad-form property damage endorsements, naming the City as an Additional Insured on all coverages.

   b. Automobile, Non-Owned Automobile and Hired Auto Liability - $1,000,000.00 combined single limit for any owned, non-owned, hired or borrowed automobile, naming the City as an Additional Insured.

   c. Worker's Compensation – Statutory in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of $100,000 each employee each accident, $100,000 each employee by disease, and $500,000 aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

   d. Professional Liability - $1,000,000.00 per occurrence and $3,000,000.00 in the aggregate with an insurance company on behalf of any Health Professionals employed at the Employee Health Center, naming the City as an Additional Insured. Physician shall acquire and maintain personal professional liability insurance and shall notify CATC of any issues which might provide reason for, or require, alteration or termination of such insurance coverage.

   e. Property – If CATC is using its own property or the property of the City in connection with the performance of its obligations under this Agreement, then Property Insurance on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody, and control of others is required.

Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), CATC will furnish City with Certificate(s) of Insurance evidencing the coverages set forth above. The policies must be specifically endorsed to grant the City of Cocoa the same notification rights it provides to the first named insured as respects cancellation and non-renewal. This endorsement must be attached to the Certificate of Insurance. In addition, CATC shall provide thirty (30) days written notice to City of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

Additional Insured Requirements: Except as to Workers' Compensation, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Cocoa, a municipal corporation of the State of Florida, its officers, agents and employees as Additional Insured. The name for the Additional

Insured endorsement issued by the insurer shall read "City of Cocoa, a municipal corporation of the State of Florida, its officers, employees and agents." The Policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and non-renewal. This endorsement must be attached to the Certificate of Insurance.

Waiver of Subrogation: CATC shall agree by entering into this Agreement to a Waiver of Subrogation for each required policy. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should CATC enter into such a Contract on a pre-loss basis.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of such insurance shall not be construed as a waiver of CATC's obligation to provide for the insurance coverage specified.

Deductible Amounts: All deductible amounts shall be paid for and be the responsibility of CATC for any and all claims under this Agreement.

Note: CATC shall require that any medical waste company used by CATC shall submit a Certificate of Insurance for General Liability and Environmental Waste Disposal and shall name the City as an Additional Insured.

2. City. City agrees to obtain and maintain the following types of insurance:
   a. General Liability - $1,000,000.00 / $3,000,000.00 of Comprehensive General Liability insurance including premises, independent contractors, contractual liability, personal injury, and broad form property damage endorsements.
   b. Automobile, Non-Owned Automobile, and Hired Auto Liability - $1,000,000 combined single limit for any owned, non-owned, hired or borrowed automobile.
   c. Worker's Compensation – Statutory in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of $100,000 each employee each accident, $100,000 each employee by disease, and $500,000 aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

   Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), City will furnish CATC with a letter evidencing City's self-insured and excess coverages set forth above. City shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

   The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to CATC, and failure to request evidence of such insurance shall not be construed as a waiver of City's obligation to provide the insurance coverage specified.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00) or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

EXHIBIT G

NOTICE OF PRIVACY PRACTICES
FOR PROTECTED HEALTH INFORMATION

This Notice describes how information about you may be used and disclosed and how you can gain access to this information. Please review it carefully.

Care ATC® is committed to protecting the confidentiality and security of our records containing information about you. Typically, this record may contain your symptoms, examination and test results, diagnoses, treatment, a plan for your future care or treatment, and/or prescription filling and billing related information. Such records are necessary for the healthcare provider to provide you with quality care and to comply with certain legal requirements. This notice applies to all records of your care created or received by Care ATC®.

1. Care ATC® may use and disclose protected health information for treatment, payment and health care operations. Treatment examples include, but are not limited to, requested preschool, life insurance or sports physicals; referral to nursing homes or foster care homes; disease management companies; information obtained by a pharmacist to dispense your prescriptions; home health agencies; and /or referral to other providers for treatment. Payment examples include, but are not limited to, collection agencies and insurance companies for claims including coordination of benefits with other insurers, and for prescription benefits. Health care operations examples include, but are not limited to, internal quality control and assurance, including auditing of clinic and pharmacy records, and government and licensure audits.

2. Care ATC® is permitted or required to use or disclose protected health information without the individual's written authorization in certain circumstances. These examples include, but are not limited to, public health requirements, Food and Drug Administration (FDA), medical examiners, coroners, funeral directors, and/or court orders.

3. Care ATC® provides services through business associates contracts, for which we may disclose protected health information about you so that they may perform the job that we have asked them to do. We require the business associate to appropriately safeguard your protected health information through a Business Associate Agreement with Care ATC®. Examples include utilization review organizations, case managers, software vendors, some insurers, and drug wholesalers.

4. Care ATC® may release protected health information about you for worker's compensation or similar programs.

5. Care ATC® may release health information about you to a correctional institution or a law enforcement official if you are an inmate of a correctional institution or under the custody of a law enforcement official. This release would be necessary (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.

6. Care ATC® may at times contact the patient to provide appointment and pharmacy refill reminders, information regarding treatment alternatives, and/or other health-related benefits and services that may be of interest to the individual patient.

7. Care ATC® may release protected health information about you to a friend or family member to the extent necessary to help with your health care or with payment for your health care. Individuals requesting information on a patient, other than themselves, will be required to provide authorization from the patient in advance in order for Care ATC® to release the information. You may request a form to list specific people who we may speak to regarding your medical or pharmacy information. In addition, we may disclose protected health information about you to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status and location.

8. Care ATC® will not make any other use or disclosure of a patient's protected health information without the individual's written authorization. Such authorization may be revoked at any time. Revocation must be in writing.

9. Care ATC® will abide by the terms of this notice or the notice currently in effect at the time of the disclosure.

10. Care ATC® reserves the right to change the terms of this notice and to make the revised or changed notice effective for health information we already have about you as well as any information we receive in the future. Care ATC® will make available a copy of any revisions to the Notice of Privacy Practices.

11. Any person/patient may file a complaint to Care ATC® or to the Department of Health and Human Services, Office of Civil Rights, if they believe their privacy rights have been violated. To file a complaint with Care ATC® please contact the Privacy Officer at the following address: Care ATC® 4500 S. 129th E. Ave., Suite 191 Tulsa, OK 74134. A complaint may also be filed by calling 800-993-8244. All complaints will be addressed and the results will be reported to the patient and the appropriate Care ATC® personnel.

12. It is the policy of Care ATC® that no retaliatory action will be made against any individual who submits or conveys a complaint of suspected or actual non-compliance of the privacy standards.

13. For further information about his notice you may contact Care ATC® Privacy Officer at 800-993-8244.

~~EXHIBIT H~~

~~Patients have been granted individual rights under the HIPAA Legislation. These include the following:~~

1. ~~You have the right to inspect and/or request a copy of your protected health information that may be used to make decisions about your care. To inspect and/or request a copy of your protected health information, you must submit your request in writing to the Care ATC® Privacy Officer. If you request a copy of the information, we may charge a fee for the costs of copying (including labor), mailing or other supplies associated with your request. We may deny your request to inspect and/or copy in certain very limited circumstances. If you are denied access to protected health information, you may request that the denial be reviewed.~~

2. ~~If you feel that protected health information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is maintained by Care ATC®. To request an amendment, your request must be made in writing and submitted to the Care ATC® Privacy Officer. You must provide a reason that supports your request and we may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that was not created by us (unless the person or entity that created the information is no longer available to make the amendment), is not part of the protected health information kept by or for our practice, is not part of the information that you would be permitted to inspect or copy, or is accurate and complete.~~

3. ~~You have the right to request an "accounting of disclosures." This is a list of the disclosures we made of protected health information about you that were not made for treatment, payment, and/or health care operations. There are certain exceptions to this right. To request this list or accounting of disclosures, you must submit your request in writing to the Care ATC® Privacy Officer. Your request must state a time period, which may not be longer than six (6) years and may not include dates before January 1, 2002. You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot practicably do so. The first list you request within a 12 month period will be free. For additional lists, we may charge you for the costs of providing the lists. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred. The accounting must be provided to you no later than 60 days after the receipts of your request, unless we utilize a 30 day extension period.~~

4. ~~You have the right to request a restriction or limitation on the protected health information we use or disclose about you for treatment, payment or health care operations, as well as the protected health information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. We are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment. To request restrictions, you must make you request in writing to the Care ATC® Privacy Officer. In your request you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure, or both; and (3) to whom you want the limits to apply, for example, disclosure to your spouse. Either you or we may terminate the restriction upon notification of the other.~~

~~5. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you may ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing to the Care ATC® Privacy Officer. We will not ask you the reason for your request. We will accommodate all requests we deem reasonable. Your request must specify how or where you wish to be contacted.~~

~~6. You have the right to a paper copy of the current Notice of Privacy Practices. You may ask us to give you a copy of this notice at any time.~~

~~7. You will be asked to sign an acknowledgement of receipt of this Notice of Privacy Practices. If you have any questions regarding this Notice of Privacy Practices, please do not hesitate to contact the Care ATC® Privacy Officer for more information or clarification.~~

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Employee Health Center Service Agreement

THIS EMPLOYEE HEALTH CENTER SERVICE AGREEMENT ("**Agreement**") is made and entered into as of the _____ day of _____, **2016** by and between **CareATC, Inc. an Oklahoma company** ("CATC") and **the City of Cocoa, a Florida municipal corporation,** ("City"). Together CATC and the City may be referred to as "**the Parties**."

WHEREAS, the City has established and maintains a group health plan for its employees, retirees, and dependents and said plan has more than 50 participants; and

WHEREAS, the City desires to provide its employees, retirees and dependents additional opportunities to improve their health and productivity by providing voluntary, convenient health care options to eligible employees, retirees, and dependents;

WHEREAS, the City desires that the Employee Health Center will lessen employee sick days and decrease the City's health care costs by providing an optional employee health benefit;

WHEREAS, CATC is a vendor that provides employee health center services to employers for the benefit of employees and others deemed eligible by the employer for the purpose of treating minor illnesses; conducting health assessments, physicals, and screenings; providing vaccinations, acute and injury care, and laboratory services; and dispensing certain medications;

WHEREAS, the Parties mutually desire for CATC to furnish Health Professionals to provide certain medical services at an Employee Health Center provided by the City to the Participants of the City's Medical Benefits Plan on the terms and subject to the conditions contained herein; and

WHEREAS, CATC and the City in its capacity as Plan Administrator, hereby acknowledge and agree that each is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

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

1. Definitions:

a. **Covered Services:** Covered Services are limited to the services set forth in Section 2(b) of this Agreement.

b. **Employee Health Center:** Health center providing voluntary health services to eligible individuals for the purpose of treating minor illnesses, conducting health assessments, physicals, and screenings, providing vaccinations, acute and injury care, laboratory services and dispensing certain medications under the direction, supervision and control of the Health Professionals retained by CATC.

c. **Health Center Improvement Costs:** All of the costs to design, construct and install the Employee Health Center, including, without limitation, the costs of the following:

(1.) All design and construction work required to construct the Employee Health Center upon the premises,

(2.) All permits, connection fees, plan checks, inspections and license fees related to the construction and installation of the Employee Health Center required in and for the premises; and

(3.) All other costs related to the construction and installation of the Employee Health Center, including without limitation, the cost of labor, materials, supplies, contractor's overhead, fees and general conditions.

d. **Health Professionals:** Physicians, medical professionals, nurse practitioners, nurses, licensed practical nurses, registered nurses, physician assistants, and/or any medical assistant.

e. **Participants:** Those individuals deemed eligible to participate in the **City's** Medical Benefits Plan.

f. **Plan:** The City's group health insurance and benefits plan.

g. **Plan Administrator:** Oversees the administration of the City's medical benefits plan, determines questions of Plan eligibility and interprets the terms of the Plan.

h. **Protected Health Information or ("PHI"):** as defined by 45 C.F.R. §160.103.

2. Scope of Work

a. CATC will administer a medical Employee Health Center located, operated and implemented as described in Exhibit A to this Agreement. The Employee Health Center shall be staffed with Health Professionals retained by CATC.

The Employee Health Center will be available to the Participants, as defined herein, and who are communicated to CATC by the Plan Administrator and/or the City as being eligible. Participants will not be required by CATC to use the Employee Health Center or any service provided by CATC; provided, however, CATC reserves the right to deny services to any Participant for reasonable cause and with prior written notification to the City.

b. The services listed below are collectively referred to throughout this Agreement as "**Covered Services**."

(i) Health assessments for Participants who elect to utilize the Employee Health Center. Such assessments will be comprised of (a) blood draws and data collection for each Participant conducted by qualified and licensed personnel either at an agreed upon location or at the Employee Health Center; (b) standard laboratory work; (c) a hard copy individually printed report mailed to each Participant's home address; and (d) aggregate reports of findings to the City. Such aggregate reports shall contain data regarding individual patients that is grouped to allow conclusions about the patient population to be made, but shall not contain any information linking such data to any identifiable individual patient.

(ii) Aggregate Participant population analyses to improve chronic disease and medication management. Such aggregate analyses shall contain data regarding individual patients that is grouped to allow conclusions about the patient population to be made, but shall not contain any information linking such data to any identifiable individual patient.

(iii) Primary medical care to include, but not limited to:

(1.) Minor acute illness evaluation and available treatment for minor illnesses such as, but not limited to, coughs, earaches, fevers, headaches, and sinus infections.

(2.) Chronic illness evaluation, which includes evaluating, diagnosing, treating and managing typical chronic illnesses that are handled at the Employee Health Center, such as, but not limited to, blood sugar, blood pressure, cholesterol, BMI and tobacco cessation.

(3.) Minor medical procedures that are within the Health Professionals' scope and abilities and that can be performed at the Employee Health Center, with available equipment, and during operating hours.

(iv.) Pharmaceuticals, as agreed upon by CATC and the City, will be available to treat common illnesses, including, but not limited to:

(1.) Infections
(2.) Hypertension
(3.) Hyperlipidemia
(4.) Diabetes
(5.) Infectious Disease (including antibiotics)
(6.) Gastro esophageal/reflux disease
(7.) Asthma
(8.) Chronic lung disease

No controlled substances will be stocked.

(v.) A program to provide Health Professionals seminars and roundtables to improve skills in meeting Employee Health Center goals.

(vi.) Necessary laboratory work to support the services listed above, including, but not limited to blood draws.

CATC will furnish Health Professionals to provide Covered Services, and will advise the City whether a physician candidate is board-certified or board-eligible.

c. CATC shall furnish temporary Health Professionals to perform Covered Services to the extent necessary to provide such services, and will notify the City as soon as possible thereafter. Temporary coverage shall be considered a period not to exceed ninety (90) days. CATC may replace an existing Health Professional on a permanent basis to perform Covered Services following notification to the City.

d. The parties may not expand the scope of work in accordance with this contract unless both parties have agreed in writing.

3. Fees

The City agrees to pay CATC in accordance with the fee schedule explained in Exhibit B to this agreement. Such fees will include amounts (as invoiced to CATC) for supplies, equipment, construction, services, and personnel. If any tax, fee, or assessment is payable with respect to any good or service provided by CATC under this Agreement (other than a tax on CATC's income), City will pay such tax or fee in addition to the other fees described in this Agreement.

4. Rate Increases

The Rates set forth in Exhibit B shall remain in effect for the initial term of this Agreement. Rates, except where expressly implied in this Agreement, may only be changed upon the mutual written agreement of the Parties.

5. Term and Termination

This Agreement shall be effective upon execution by both parties ("**Effective Date**"), and, with the exception of the indemnification and insurance provisions, which shall survive termination of this Agreement; this Agreement shall terminate three years after the Effective Date. At the sole option of the City, the City Manager will have the option to renew the Agreement for three additional thirty-six (36) month extensions beginning after the expiration of the original term. The City's City Manager may exercise this renewal option by providing CATC with at least ninety (90) days of written notice of the anniversary of the commencement date.

Either Party may terminate this Agreement, with or without cause, by providing to the other Party as designated in the Notice Section of this Agreement written notice no less than ninety (90) days prior to the proposed date of termination.

6. CATC's Responsibilities

a. CATC shall be solely responsible for actions and/or omissions of any agent or any employee used in connection with providing the Covered Services contemplated by this Agreement. City shall not have any control or involvement in the independent exercise of medical judgment by the Health Professional, and the City shall not incur any liability for the actions or omissions of the Health Professional and/or any agent or any employee used by the Health Professional including, without limitation, any Health Professional in connection with this Agreement. CATC agrees to indemnify and hold harmless the City from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which City may incur in connection with CATC's furnishing of Health Professionals, or with the Covered Services provided by them, under this Agreement.

b. CATC shall construct the Employee Health Center in accordance with the CATC standard specifications which CATC reserves the right to change, with prior written notice to the City, and pursuant to a General Lease to be entered into between the Parties for the premises located at 128 Lemon Avenue, Cocoa, Florida 32922.

CATC shall be solely responsible for payment of, on a timely, lien-free basis, the entire Health Center Improvement Costs; provided, however, that the City shall provide CATC with Tenant Improvement Dollars in an amount not to exceed One-Hundred Thousand Dollars ($100,000.00), and Start Up Dollars in an amount not to exceed Forty Thousand Dollars ($40,000.00) as more specifically set forth in such General Lease.

c. CATC shall obtain or be in possession of all licenses and permits necessary to provide all services under this Agreement.

d. CATC shall purchase the supplies and equipment that are commonly needed for the operation of the Clinic and to provide the Covered Services. These supplies include the standard formulary and non-dispensing drugs, disposable and non-disposable medical supplies and standard laboratory services. CATC will maintain lists of the standard formulary, laboratory services and other supplies. These standard lists may be periodically reviewed and modified. Any changes to the standard lists will be communicated to Client in writing. CATC will ensure that a regular inventory of all supplies is conducted. CATC's Employee Health Center Employees shall notify CATC when supplies need to be reordered and CATC will reorder new supplies. CATC will provide the City with the receipt for supplies on request. CATC will use reasonable efforts to purchase such equipment and supplies at the commercially reasonable cost for such types of purchases.

e. CATC shall arrange for lab services, including courier pick-up. CATC will pay for all labs performed and will invoice the City according to Exhibit B. CATC will provide the City with the receipt for lab services on request.

f. CATC shall arrange for the pickup and disposal of medical waste at City's expense. Disposal shall be handled by CATC in accordance with applicable provisions of law. CATC agrees to indemnify and hold harmless the City from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which City may incur in connection with CATC's handling of medical waste under this Agreement.

g. CATC shall provide monthly to the City and/or the Plan Administrator the reports described below. CATC shall ensure that information in any report identifying a specific individual Participant will be removed from the report before such report is provided to the City and/or the Plan Administrator. Moreover, it is specifically agreed and understood by the Parties that provision of reports to the City is for informational purposes only and not for the purposes of inviting the City to make health or medical decisions for employees nor to substitute the City's judgment or control over the judgment of the CATC regarding any of CATC's responsibilities as set forth in this Agreement.

    (i.) Reports generated from *eClinicalWorks*, the electronic medical records system. Reports available for established reporting periods include but are not limited to, chronic disease management, Employee Health Center utilization, and aggregate health trends. Report data to be provided to the City shall include, but not be limited to, (a) the number of Participants, (b) the number of unique Participants for whom Employee Health Center services are provided, (c) the percentage of available Employee Health Center appointment time attended and not attended, and

(d) an aggregate summary indicating the types of conditions, treatments, and services provided; such aggregate summary shall contain data on individual patients that is grouped to allow conclusions about the patient population to be made, but shall not contain any information linking such data to any identifiable individual patient.

(ii.) Medication usage report from Dispensing Solutions, Inc.

(iii.) Patient satisfaction reports.

h. CATC shall provide Participants who participate in the PHA program with a hard copy of their individual printed Personal Health Assessment report through mail to each Participant's home address, and have electronic individual reports accessible via the CareATC secure Internet Partner portal. These reports will not be available to the City and/or Plan Administrator, except on an aggregate basis where such reports contain no information identifying any particular individual(s), unless the Participant signs a HIPAA Authorization for CATC to provide the City and/or Plan Administrator access.

i. CATC shall contract with Health Professional(s) to provide services to the City at the Employee Health Center.

Each Health Professional will be subject to the following terms per his/her agreement with CATC:

(i) Will have the right to determine his/her own means and methods of providing Covered Services within acceptable levels established through the oversight and quality control functions performed by CATC's Medical Directors.

(ii.) Will give due consideration when making referrals for additional medical care outside the scope of the Employee Health Center Covered Services to health providers identified by the City as "in network" for purposes of a health plan. Physicians may make other referrals based on patient preferences, concerns about quality or availability, lack of coverage, or other reasonable bases.

(iii) Will not bill or otherwise solicit payment from Participants, their dependents, the City, or the City's insurers or benefit plans, for the Covered Services provided by the Health Professionals in the Employee Health Centers. Exception to this clause will be for CATC clients who elect the Health Savings Account Option ("HSA").

(iv) Will be required to comply with applicable laws and regulations with respect to the Covered Services.

(v.) Will be required to provide Covered Services in a professional manner consistent with Covered Services provided in the community.

j. CATC shall require that any physician performing services at the Employee Health Center maintain the following credentials:

(i) A license to practice medicine in the State where services are to be rendered without limitation, restriction or suspension;

(ii) The absence of any involuntary restriction placed on his/her federal Drug Enforcement Agency ("DEA") registration;

(iii) Good standing with his/her profession and state professional association; and

(iv) The absence of any conviction of a felony.

k. CATC will provide for and be responsible for the cost of all computer systems software and licensing, and will further provide for all administration and computer systems support of any software used exclusively by CATC in operating the Employee Health Center.

l. CATC and the Employee Health Center will not discriminate with regards to access to Employee Health Center services on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation prohibits discrimination.

7. City Responsibilities

a. The City will provide the premises located at 128 Lemon Street, Cocoa, Florida 32922, for the Employee Health Center pursuant to a General Lease entered into between the parties separate and apart from this Agreement. Such General Lease term shall run simultaneously with the Term of this Agreement for an annual rent amount of One-Dollar ($1.00), and shall automatically terminate upon termination of this Agreement.

In accordance with the General Lease, the City will provide the following items and services for the operation of any on-site Employee Health Center: electricity; heat and cooling; ventilation; hot and cold running water; lighting and bulb replacement; structural and cosmetic repairs to the facilities; regular trash and janitorial service, as-needed janitorial service during Employee Health Center hours; security; access; telephone, separate fax, and high-speed Internet service. Medical Waste Services will be provided by CATC; however, the services will be provided at the expense of the City.

b. The City shall provide to CATC Tenant Improvement Dollars for build out of the Employee Health Center by CATC in an amount not to exceed One-Hundred Thousand Dollars ($100,000.00), and Start Up Dollars in an amount not to exceed Forty Thousand Dollars ($40,000.00) as more specifically set forth in such General Lease

c. The City and/or the Plan Administrator shall create a list of eligibility requirements for use of the Employee Health Center and shall provide CATC with a list of eligible Participants (Eligibility List) and their social security numbers. Eligible Participants will not be added or permitted to obtain Employee Health Center services until the social security number has been provided.

Should the City choose not to provide Participant's social security number as the Participant's unique identifier, then the City agrees to work with CATC IT department in

order to meet CATC requirements for a unique identifier that is acceptable for use with CATC systems.

The City shall be responsible for submitting the Eligibility List on no less than a monthly basis and no later than the 5th day of each month. Eligibility Lists submitted by the City shall meet specification requirements provided by CATC. CATC shall provide the City reasonable notice of any necessary changes to the specifications.

d. The City and/or the Plan Administrator will not discriminate with regards to eligibility on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former-member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation prohibits discrimination.

e. The City and/or the Plan Administrator shall communicate the availability of the Employee Health Center, the hours and location of the Employee Health Center, and the services that the Employee Health Center provides to all eligible Participants.

f. The City and/or the Plan Administrator shall be responsible for determining the extent and means by which the Employee Health Center and the provision of Covered Services are to be integrated with the Plan. The Plan Administrator and/or the City is responsible for amending the terms of the Plan, as necessary; amending any employee handbook or other statement of corporate policies, as necessary; and/or establishing a separate medical plan, in order to ensure compliance all applicable laws.

g. The City and/or the Plan Administrator shall communicate to CATC and all Participants any changes to and/or the creation of any benefit plans and/or corporate policies resulting from the execution of this Agreement that may materially affect the operation of the Employee Health Center or Participant's access to Employee Health Center services.

h. The City will maintain all corporate authority, licenses and permits as required to perform its obligations in accordance with this Agreement.

i. The City acknowledges and will support CATC's policies (a) to require patients to leave weapons outside of the examination room area in accordance with applicable law or unless the patient is required as part of their job to carry a weapon, and (b) to prohibit smoking in or near the Employee Health Center. If patient(s) are required to carry a weapon as part of their job, CATC will provide at the City's expense locked storage in each examination room to be utilized for the duration of time that the patient is being treated.

8. Removal of Health Professionals

a. The City may submit to CATC a written recommendation to remove any Health Professional, together with a reason for such recommendation.

b. CATC will have a reasonable period of time (not less than ten (10) days after City's recommendation) to investigate the situation. If, after the investigation of the matter of concern, CATC desires that the Health Professional be replaced, CATC shall immediately commence actions to recruit another Health Professional to provide services at the Employee Health Center. CATC is authorized to provide a temporary replacement

during the interim period of recruiting and hiring such Health Professional. Notwithstanding the foregoing, CATC has the final decision-making authority to determine whether to remove and/or replace any Health Professional.

c. The following circumstances shall be grounds for immediate removal:

(i) Failure of Health Professional to possess or maintain appropriate credentials, including those set forth in Section 6(j) of this Agreement.

(ii) Failure of Health Professional to qualify for required insurance coverage.

(iii) Unacceptable quality of service; it is determined in good faith that Health Professional is negligent or does not meet expected standards as determined by CATC or the City in the performance of health care services.

(iv) Endangerment by the Health Professional of the health, life or safety of any patient, co-worker or other person.

9. Insurance and Liability

Prior to execution of Employee Health Center, the Parties will furnish documentation verifying they have obtained the required insurance in accordance with Exhibit C of this Agreement. Annually, upon the anniversary date(s) of the insurance policy renewal date(s), CATC will furnish the City with Certificate(s) of Insurance evidencing the coverage set forth, and the City will furnish CATC with a letter evidencing self-insurance and excess coverage set forth.

Both Parties agree to provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

Either Party may request verification of the certificates or copies of the insurance policies of the other Party at any time and, within fifteen (15) days after a Party's request, the other Party will furnish the requested documentation verifying that it possesses the required insurance.

10. Taxes

If the City, or certain City purchases, are exempt from a payment of certain sales taxes, the City agrees to pay all taxes passed through as invoiced by CATC and shall be responsible for obtaining any credit due from the applicable sales tax authority. The City may provide a copy of its tax exempt documentation to CATC for sales tax purposes regarding CATC's purchase of goods and items to be used solely for the benefit of the City's Employee Health Center to the extent permitted by Florida law.

11. Indemnification and Sovereign Immunity

Each Party (the "Indemnifying Party") agrees, to the extent permitted by law, to indemnify, defend and hold the other Party, its staff, directors, trustees, Partners, limited Partners, officers, agents, affiliates, contractors, employees, successors and assigns harmless from and against any and all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to all losses arising out of (a) the breach of any term or condition of this agreement; and/or (b) the services performed or under (or

related to) this agreement and/or (c) the negligent and/or willful acts or omissions of the Indemnifying Party. This paragraph shall survive termination of this Agreement.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two-hundred thousand dollars ($200,000.00) or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three-hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

12. Breach

If a Party commits a breach of this Agreement, the non-breaching Party may provide written notice of the breach to the breaching Party. Upon such notice, the breaching Party must be provided an opportunity to cure such breach within thirty (30) days. If the breaching Party fails to fully cure its breach within such thirty (30)-day period, the non-breaching Party may terminate this Agreement for cause, immediately upon written notice.

13. Non-Solicitation

During the term of this Agreement, the City will not indirectly or directly hire or retain, as a full-time or part-time employee, or on an independent contractor or consultant basis, any Health Professional that performs Covered Services during the term of this Agreement at the Employee Health Center, or otherwise directly or indirectly solicit or encourage any such Health Professional to discontinue performing services for CATC (whether as an employee or independent contractor or consultant), without the prior written consent of CATC, which consent shall not be unreasonably withheld

CATC will not prohibit a Health Professional from being directly or indirectly hired or retained by the City, as a full-time or part-employee or on an independent contractor or consultant basis, following the term or termination of this Agreement, in the event that (1) the Agreement is terminated by CATC for reason other than breach on the part of City as provided for in this Agreement, or (2) CATC elects to not retain the Health Professional as an employee of CATC, or (3) the Agreement is terminated by the City for reason of breach on the part of CATC as provided for in this Agreement.

14. Data Encryption

The City will implement appropriate computer and data encryption and security measures to secure all information furnished between the City and CATC. The City will immediately notify CATC of any suspected or confirmed loss, copying or disclosure of Protected Health Information and to include electronic PHI that has been furnished (or intended to be furnished) to or by CATC. The Parties will provide timely cooperation to each other in (a) providing any required notices to patients, Participants, or others relating to a suspected or

actual loss or disclosure of PHI, consumer credit information, or other information for a possible loss or disclosure triggering a legal obligation to provide notices, and in (b) attempting to mitigate such a loss or the effects of such a loss.

15. Records & Privacy

a. Medical Records and PHI

(i) Medical records shall be maintained by CATC and/or the Employee Health Center with respect to all of the Participants who are patients. Health Professionals will maintain such medical records consistent with the accepted practice of the community in which the Health Professionals provide Covered Services, and in accordance with HIPAA privacy standards.

(ii) Unless specifically directed by the patient, all patient records will be accessible only to the Health Professionals providing medical services at the Employee Health Center for diagnostic and educational purposes.

(iii) PHI information will be maintained in a professional manner consistent with HIPAA privacy standards. Patients will be notified by CATC or Employee Health Center of the standard Privacy Practices as maintained by CATC which may be modified from time to time and patients will be provided with the updated requirements.

(iv) Patients will be provided by CATC or the Employee Health Center with notice of Patient Rights which may be modified from time to time and patients will be provided with the updated requirements.

(v) All patient records, and all PHI data and information maintained in connection with this Agreement, will be the sole property of CATC and Health Professionals contracted to provide services. All PHI, and all other data, information, documents or other information of any type relating to patients covered under this agreement, or services provided to such patients, will be the sole and exclusive property of CATC.

(vi) The City and CATC agree that all PHI and medical information and records will be subject to HIPAA and other privacy rules. The City will not be entitled to have access to any PHI or medical records or information maintained by Health Professionals, except for "de-identified" and aggregated group information provided as part of the Covered Services.

(vii) Notwithstanding the above terms, all Workers' Compensation medical records shall be lawfully maintained and available to the City to the extent authorized by law.

(viii) Anything herein to the contrary notwithstanding, CATC and the City will maintain all PHI as confidential and will not disclose such health information to any third party or use such health information for commercial advantage or personal gain, except as permitted by HIPAA and CATC's HIPAA Notice of Privacy Practices. All obligations to maintain confidentiality of health information will survive termination of this Agreement indefinitely. The City acknowledges receipt of CATC's Notice of Privacy Practices and Patient's Rights. CATC has the right to modify both the Notice of Privacy Practices and Patient's Rights upon written notice to the City.

(ix) To ensure compliance with the above, CATC and the City shall develop and implement policies, standards and procedures to protect the confidentiality and security of the medical records. Further, CATC shall ensure that Health Professionals and other employees are trained in CATC's policies, standards and procedures.

b. Public Records

In addition to all other contract requirements as provided by law, CATC agrees to comply with public records law specifically to:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service being provided by CATC hereunder.

(ii) 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.

(iii) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of CATC upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

CATC hereby acknowledges and agrees that if CATC does not comply with a public records request, the City shall have the right to enforce the contract provisions in accordance with this Agreement.

Nothing contained in this subsection shall be construed or interpreted as CATC acting on behalf of the City when providing Covered Services to Participants as required hereunder.

If CATC does not comply with a public records request, the City shall have the right to enforce the provisions of this subsection. In the event that CATC fails to comply with the provisions of this subsection, and the City is required to enforce the provisions of this subjection, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to CATC's failure to comply with the provisions of this subsection, the City shall be entitled to collect from CATC prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this subsection against CATC. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of CATC's failure to comply with the provisions of this subsection. This Paragraph shall survive termination of this Agreement.

16. Proprietary Information

a. "Proprietary Information" includes, among other information, all information that is not subject to public records disclosure as it pertains to CATC's business, employees, contractors, professionals, finances, contracts, strategies, marketing, legal claims, billing and collection practices, insurance, patients, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information regarding Employee Health Center(s), staffing models, delivery systems, and/or other information that CATC identifies as such and wishes to remain confidential. Information that is made known to the general public is not Proprietary Information; however, all information not considered subject to public records disclosure in accordance with applicable law, furnished or exchanged under this Agreement and identified as such by CATC is to be considered Proprietary Information.

b. Except as expressly set forth herein, CATC will, at all times, exclusively own all right, title and interest in and to the following materials (collectively, "CATC Materials"): (a) any marketing collateral supplied by CATC hereunder; and (b) logos, trademarks, trade names and service marks. During the term of this Agreement, CATC hereby grants to the City a non-exclusive, non-transferable, royalty-free, revocable right and license to use, market, promote and display the CATC Materials in connection with the services performed by CATC hereunder. Except for those rights expressly granted herein, the City shall not grant, nor claim any right, title or interest in the CATC Materials. Similarly, except as expressly set forth herein, the City shall, at all times, exclusively own all right, title and interest in and to any marketing collateral supplied by the City hereunder; and the City logos, trademarks, trade names and service marks.

c. Each Party acknowledges that, during the term of this Agreement, it (the "Receiving Party") may receive or be exposed to information that the other Party (the "Disclosing Party") considers to be confidential or proprietary in nature. Each Party agrees that, except as contemplated in fulfilling its obligations hereunder, it will not, during the term of this Agreement and for a period of five (5) years thereafter, use directly or indirectly, for its own account or for the account of any other person, or disclose to any other person any confidential or proprietary information identified as such by the other Party or any affiliate of the other Party, including, but not limited to, supplier and customer lists, pricing and cost information, business plans and objectives, purchasing and marketing know-how, and methods and techniques in any form whatsoever. Each Party shall take such precautions with respect to the confidential and proprietary information of the other Party as it normally takes with respect to its own confidential and proprietary information, but in no event will it exercise less than ordinary care with respect to such information. In the event of a conflict between the terms of this Agreement and terms of any separate confidentiality or non-disclosure agreement between the Parties, the provisions of this Agreement shall control.

d. Notwithstanding anything to the contrary contained in this section, in the event the Receiving Party is required to disclose any confidential or proprietary information of the Disclosing Party pursuant to a court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with any law, the Receiving Party shall provide the Disclosing Party with prompt notice of such required disclosure so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's obligation to comply with the provisions of this section.

e. Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party's confidential or proprietary information to the Disclosing Party or, at the Disclosing Party's election, in lieu of the transfer of such written records to the Disclosing Party, the Receiving Party shall destroy all such information of the Disclosing Party in the possession of the Receiving Party where permitted by law. Upon the request of the Disclosing Party, the Receiving Party will promptly certify in writing to the destruction of such written confidential or proprietary information.

f. No document or information, authored by CATC, will ever be deemed a "Work for Hire" for the City. No information, idea, concept or report, developed or created by CATC, will be the City's property. The City agrees that CATC is and will be the author and owner of intellectual property (such as patentable ideas, copyrightable materials, trade secrets, or other ideas) conceived, developed or prepared by CATC, alone or with others, within the scope of any of CATC's contractual relationships with the City. The City will not receive any licensing or royalty rights, or rights to use copy or adapt any such intellectual property. CATC may register and hold in its own name all such intellectual property rights.

17. Marketing

Under no circumstances will either party advertise, disclose, market, or publicize the Partnership between CATC and the City or the existence of this Agreement in a manner inconsistent with State of Florida or any other public records law without the prior written consent of the other party.

18. Warranties

a. This Agreement is solely for the provision of Covered Services at the Employee Health Center or other location as agreed upon in writing by the Parties and its existence does not establish any wellness program, corporate policy, separate benefit plan or amendment of any benefit plan, program, or policy offered or required by the City.

b. This Agreement does not create any obligations of CATC or Health Professionals to administer any services not contemplated by the Scope of Work discussed in Section 2 of this Agreement. Covered Services are strictly limited to the services listed in Section 2b of this Agreement except as otherwise agreed upon by the Parties in writing.

c. The City and CATC are not acting in a fiduciary capacity. CATC is not a fiduciary of any health, medical or benefits plan offered by the City.

d. CATC is not responsible for eligibility determinations for Employee Health Center services. CATC shall solely rely on the eligibility information provided by the Plan Administrator and/or the City in allowing access to Employee Health Center services. CATC will not accept any appeals or claims for benefit or eligibility determinations. CATC will not be liable for any errors or omissions in eligibility information provided to it by the Plan Administrator and/or the City.

e. The attorneys of Brown, Garganese, Weiss & D'Agresta, P.A., have acted as counsel for City in connection with this Agreement and the transactions contemplated herein, and have not given legal advice to any party hereto other than the City. CATC is not a law firm and does not purport to give the City any sort of legal, tax, or fiduciary advice or guidance with respect to: City's and/or the Plan Administrator's responsibilities under this Agreement; amending any health, medical, or benefits plan offered by the City; formation of a wellness program or separate medical plan; obligations of the City and/or the Plan Administrator under local, state and federal law.

19. Independent Contractors

It is expressly understood and agreed that CATC and the City shall at all times during the term of this Agreement act as independent contractors, and neither Party shall have any authority to bind the other Party. Neither Party is intended to be an employee or employer of nor joint venturer with the other Party, and, neither Party shall function as an agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

Further, nothing contained herein shall be construed to create a Partnership, association or other affiliation between CATC and the City. In no event shall either Party be liable for the debts or obligations of the other except as otherwise specifically provided in this Agreement.

No provision of this agreement shall be deemed to create a relationship between the Parties of employer and employee, principal and agent, or any relationship other than that of the independent Parties contracted with each other on a non-exclusive basis.

Each Party's employees and contracted professionals will be the employees and professionals only of that Party and not of the other Party. CATC will have the exclusive authority to hire, fire, compensate, assign duties to, and direct the Health Professionals and its employees. CATC will be solely responsible to pay any applicable compensation or severance to its Health Professionals and its other employees. CATC shall have the sole obligation to withhold and pay all taxes, unemployment compensation, Social Security, Medicare, and other legally-required or authorized withholdings or payments, to or with respect to its Health Professionals and employees. CATC will be solely responsible for the actions or inactions of the Health Professionals and its employees.

20. Notices

Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

If to CATC:	If to The City:
CareATC 4500 South 129th East Avenue Suite 191 Tulsa, OK 74134	City of Cocoa 65 Stone Street Cocoa, FL 32922 Attn: John Titkanich, City Manager

21. Waiver

Either Party may waive any of the terms or conditions of this Agreement at any time provided such waiver is in writing and signed by the Party granting the waiver. No such waiver will affect or impair the waiving Party's right to require the performance either of that term or condition as it applies on a subsequent occasion, or any other term or condition of this Agreement. A Party's failure to object, delay in requiring performance, or other action or inaction, will not be deemed a waiver of any term or condition of this Agreement or consent to a breach.

22. Force Majeure

CATC and the City will not have any obligations to provide, or liability for failure to provide, any good or service under this Agreement for any cause beyond each respective party's reasonable control including, without limitation, any Act of God, fire, flood, hurricane, environmental contamination, disruption in utilities, act or order of a governmental entity, act of terrorism, war, vandalism or other public disruption, destruction of records, disruption of communications or transportation, labor difficulties, shortages of or inability to obtain labor, material or equipment, or unusually severe weather, or any other cause beyond the respective party's reasonable control. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable.

23. No Third Party Beneficiaries

This Agreement is not a third party beneficiary contract. No Participant, and no other person or entity, is an intended third party beneficiary of this Agreement.

24. Assignment

Neither Party shall have the right to assign or transfer its obligations under this Agreement, voluntarily or by operation of law, without first obtaining the written consent of the other Party, and any attempted assignment or transfer in the absence of such consent shall be void and of no effect. This Agreement shall not be assigned or transferred without prior written approval of the City Council.

25. Succession

Subject to the other terms of this Agreement, this Agreement will inure to the benefit of, and be binding on, each Party's permitted successors and assigns.

26. Captions

All Section captions are for reference only and will not be considered in interpreting this Agreement.

27. Severability

If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect, unless the absence of the invalid, void or unenforceable provision or provisions causes this Agreement to fail in its essential purposes in which case, the Parties will meet in good faith to consider negotiating amendments to this Agreement.

28. Appropriations Clause

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in the amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

29. Further Actions

Each of the Parties agrees to execute and deliver such further instruments and actions as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof. In addition, the Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement.

30. Local, State, and Federal Laws

Neither Party shall take any action, in furtherance of this Agreement, which is illegal under any applicable federal, state, county and local rules, including without limitation, all statutes, laws, ordinances, regulations and codes (hereinafter "Laws"). Both Parties shall comply with all applicable Laws. Should either Party be found to have violated any Laws in furtherance of this agreement, it shall not be entitled to any costs or compensation.

31. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this Agreement, exclusive state court jurisdiction shall be in the trial courts located in Brevard County, Florida, and exclusive federal court jurisdiction shall be in Orlando, Florida, any objections as to jurisdiction or venue in such courts being expressly waived.

32. Amendments

This Agreement may be amended only in writing signed by each of the parties. The only persons who have the authority to amend this Agreement on behalf of CATC are its Chief Executive Officer and President.

33. Entire Agreement

This document is intended by the parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. Moreover, no representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

34. Attorney's Fees.

In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

35. Non-Waiver.

No delay or failure by either party to exercise any right under this Agreement and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

36. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

37. Standard of Care.

In performing its services hereunder, CATC shall use the degree of care and skill ordinarily exercised, under similar circumstances by reputable members of its profession practicing in the same or similar locality.

38. Contractor's Signatory.

The undersigned person executing this Agreement on behalf of each party hereby represents and warrants that he/she has the full authority to sign this Agreement and to fully bind their principal to the terms and conditions set forth in this Agreement.

39. Authorization to Piggyback. This Agreement may be made available for use by other governmental agencies.

IN WITNESS WHEREOF, the Parties hereto have executed this Employee Health Center Service Agreement on the day and year first written above.

CATC:

CareATC, Inc.

By: _____

Title: _____

The City of Cocoa, a Florida municipal corporation:

Name: _____

By: Henry U. Parrish III

Title: Mayor

EXHIBIT A

EMPLOYEE HEALTH CENTER
LOCATIONS, SCHEDULE AND IMPLEMENTATION

Type of Employee Health Center: Near Site

Name: City of Cocoa

Address: 128 Lemon Street

City, State, Zip: Cocoa, FL 32922

Hours/Staffing Schedule: Hours:

Monday	8:00am to 12:00pm
Tuesday	1:00pm -5:00pm
Wednesday	8:00am to 12:00pm and 1:00pm -5:00pm
Thursday	1:00pm -5:00pm
Friday	8:00am to 12:00pm

Staff: One physician and two medical assistants

The hours and/or staffing levels may be adjusted upon mutual agreement between the City and CATC.

Observed Holidays: The Employee Health Center shall be closed on the following observed holidays, unless otherwise agreed by the parties: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and two floating holidays selected by the City - Martin Luther King, Jr.'s Birthday, and Veteran's Day

EXHIBIT B

CATC AND EMPLOYEE HEALTH CENTER FEES

The City agrees to compensate CATC for services rendered under this Agreement as follows:

1. The City agrees to pay for all initial setup expenses, including but not limited to equipment, supplies, pharmaceutical, and initial inventory.

2. CATC shall invoice the City for the cost of all service related expenses on a monthly basis. In addition, CATC may submit interim invoices for purchases, with prior written approval from the City, of equipment or supplies exceeding Two-Thousand and Five-Hundred Dollars ($2,500) in cost.

3. The City will pay all fees described in this Exhibit in accordance with the Florida Prompt Payment Act. If the City disagrees with any CATC invoice, the City shall pay all undisputed invoiced amounts, notify CATC of the disputed amount and the reasons for which it is disputed, and CATC will segregate such disputed amounts from undisputed amounts until the matter is resolved.

4. Fees Payable by the City:

   a. CATC Administration Fee: $21.00 Per Eligible Employee/Retiree Per Month

      The Monthly Fee shall cover the following:

      CATC Corporate Support
      Chief Medical Officer
      Facilities Management
      Contract Administration
      IT Support
      Materials\Purchasing Team
      Patient Access Call Center
      Reporting - Monthly, Quarterly, and Annual
      Quality Management and Credentialing RN
      Employee Health Center Operations Manager
      Accounting
      Chief Operating Officer
      Human Resources
      Implementation Team
      Marketing Team
      Partnership Relations Manager
      Physician & Staffing Recruiter

   b. Payment for Laboratory Testing and Pharmaceutical Drugs: The City will pay CATC on a monthly pass-through basis for the laboratory testing performed and medications dispensed on a pass-through basis. Such a system means that CATC will purchase these services and items, using reasonable efforts to secure bulk discounts in pricing.

   c. The City will reimburse CATC for all pass through costs of conducting Personal Health Assessments (PHA) for each participating adult. This will include staff, lab and travel costs. Current lab fees are $16.25, per Participant, plus $5.50 per PSA (males over the age of 45) one time per year or as otherwise authorized by the City, and a dedicated PHA Team to provide PHA related services as agreed upon by the Parties.

      Additional charge of $10.00 per hardcopy PHA Booklet, which includes printing and mailing costs and online access to CATC website for Participant.

(i) Travel Costs for annual PHA event: Subject to the City's prior written approval, the City agrees to pay CATC for all Travel Costs for CATC staff on a pass-through basis to provide onsite PHA related services.

(ii) Travel costs shall include car rental, airfare, baggage fees, hotel (double occupancy, per diem per PHA team member per current IRS per diem rates at time of travel, gas, parking, tolls, mileage at IRS Business Mileage Rate.

(iii) Whenever possible, CATC shall coordinate team travel for City Personal Health Assessments to be performed at the same time as other CATC clients in the area. If PHA services are provided to the City in conjunction with other area clients, CATC shall invoice the City only for a prorated share of travel expenses. The prorated amount for airfare shall be divided equally between the City and other area clients. All other travel expenses will be prorated based on the actual number of days Personal Health Assessments are provided for each area client.

d. Other Operational Expenses – CATC will invoice the City for 100% of health center operational expenses. In the event the City enters into inter-local agreement(s) with other entities to allow clinic access by other entities, these expenses will be apportioned based on total employee headcount.

(i) Payment for Health Professionals, the City will pay CATC for the cost of the Health Professionals on a pass through basis inclusive of all benefits provided by CATC to the Health Professionals. The rates below are estimated rates as of the date of this Agreement and include benefits provided by CATC to the Health Professionals. Any amounts greater than the estimated rates, must be approved by the City in writing in advance in order for such amount(s) to be effective. The Health Professionals' compensation will be reviewed and is subject to be changed on an annual basis, subject to the City's approval.

a. Doctor: salaried at a rate not to exceed $140 per hour.

b. Advanced Register Nurse Practitioner: salaried at a rate not to exceed $70 per hour.

c. Licensed Practical Nurse: hourly at a rate not to exceed $28.00 per hour

d. Medical Assistant: hourly at a rate not to exceed $24.00 per hour

e. The above hourly payment rates are inclusive of the following benefit costs for CATC's Employee Health Center Health Professionals: Social Security taxes, Medicare taxes, Federal and State Unemployment taxes, Workers Compensation, health insurance, 401(K) match, long term disability and paid time off for vacation, sick, continuing medical education and holidays.

f. Should a Health Professional leave on Short Term disability, the City will reimburse CATC separately as incurred at a rate of 60% of the employee's salary but not to exceed $1,000.00 per week. The short term disability will start after the employee has been out for 2 weeks and will be paid up to the time the long term disability becomes effective. An approved request for Short-Term Disability must be submitted and approved by CATC. In the event a Health Professional leaves on Short Term Disability, all temporary staffing costs will be passed through not to exceed the rates stated above.

g. CATC will be responsible for any fees incurred related to the recruitment of and/or hiring of Health Professional(s).

h. All hourly staff will be paid for actual hours worked inclusive of patient care beyond scheduled hours and opening/closing duties and will be paid overtime at the rate of one and one-half times the hourly rate for all hours worked in excess of 40 hours per week.

i. The number and types of the health professional staffing composition shall be based upon mutual agreement between the City and CATC.

(ii) Payment for Equipment, Supplies Licenses and Permits: The City agrees to pay CATC for equipment and supplies on a pass-through basis. CATC agrees to purchase the equipment and supplies, using reasonable efforts to secure bulk price discounts and competitive pricing. CATC will invoice the City for CATC's actual cost to purchase the equipment and supplies.

(iii) Payment for disposal of medical waste. CATC agrees to use reasonable efforts to secure competitive pricing and to invoice the City for the actual cost of the service.

(iv) Electronic Medical Records (EMR) Expenses:

a. Monthly maintenance fee (includes technology equipment): $250.00

b. Monthly license fee: 1 physicians @ $173.00 ea. = $173.00

c. Fax Line Gateway Service Fee: $40.00 per month (includes 500 faxes or 1,000 pages, whichever is reached first, plus $.04 per page for any overage)

d. EMR training to be provided to Employee Health Center staff, and invoiced by CATC to the City on a pass-thru basis.

e. Travel costs as approved by the City for Employee Health Center staff to attend EMR Training

5. Unless otherwise expressly stated herein, no other compensation will be paid to CATC by the City under this Agreement.

6. Notwithstanding that CATC's compensation is derived, in part, by hourly rates of Health Professionals providing Covered Services hereunder, such compensation shall not be construed or interpreted to create any employer- employee relationship between the City and said Health Professionals. Further, the City shall not be responsible or liable for paying or withholding payroll taxes or benefit fees for the Health Professionals. Said responsibility shall lie solely with CATC.

EXHIBIT C

INSURANCE AND LIABILITY

1. **CATC:** CATC agrees to obtain and maintain the following types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then such coverage may be obtained on a claims-made basis with a minimum three (3) year "tail" following the termination or expiration of this Agreement:

   a. General Liability - $1,000,000.00 / $3,000,000.00 of Comprehensive General Liability insurance including independent contractors, contractual liability, personal liability, and broad-form property damage endorsements, naming the City as an Additional Insured on all coverages.

   b. Automobile, Non-Owned Automobile and Hired Auto Liability - $1,000,000.00 combined single limit for any owned, non-owned, hired or borrowed automobile, naming the City as an Additional Insured.

   c. Worker's Compensation – Statutory in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of $100,000 each employee each accident, $100,000 each employee by disease, and $500,000 aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

   d. Professional Liability - $1,000,000.00 per occurrence and $3,000,000.00 in the aggregate with an insurance company on behalf of any Health Professionals employed at the Employee Health Center, naming the City as an Additional Insured. Physician shall acquire and maintain personal professional liability insurance and shall notify CATC of any issues which might provide reason for, or require, alteration or termination of such insurance coverage.

   e. Property – If CATC is using its own property or the property of the City in connection with the performance of its obligations under this Agreement, then Property Insurance on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody, and control of others is required.

Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), CATC will furnish City with Certificate(s) of Insurance evidencing the coverages set forth above. The policies must be specifically endorsed to grant the City of Cocoa the same notification rights it provides to the first named insured as respects cancellation and non-renewal. This endorsement must be attached to the Certificate of Insurance. In addition, CATC shall provide thirty (30) days written notice to City of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

Additional Insured Requirements: Except as to Workers' Compensation, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Cocoa, a municipal corporation of the State of Florida, its officers, agents and employees as Additional Insured. The name for the Additional Insured endorsement issued by the insurer shall read "City of Cocoa, a municipal corporation of the State of Florida, its officers, employees and agents." The Policies must be specifically

endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and non-renewal. This endorsement must be attached to the Certificate of Insurance.

Waiver of Subrogation: CATC shall agree by entering into this Agreement to a Waiver of Subrogation for each required policy. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should CATC enter into such a Contract on a pre-loss basis.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of such insurance shall not be construed as a waiver of CATC's obligation to provide for the insurance coverage specified.

Deductible Amounts: All deductible amounts shall be paid for and be the responsibility of CATC for any and all claims under this Agreement.

Note: CATC shall require that any medical waste company used by CATC shall submit a Certificate of Insurance for General Liability and Environmental Waste Disposal and shall name the City as an Additional Insured.

2. City. City agrees to obtain and maintain the following types of insurance:
   a. General Liability - $1,000,000.00 / $3,000,000.00 of Comprehensive General Liability insurance including premises, independent contractors, contractual liability, personal injury, and broad form property damage endorsements.
   b. Automobile, Non-Owned Automobile, and Hired Auto Liability - $1,000,000 combined single limit for any owned, non-owned, hired or borrowed automobile.
   c. Worker's Compensation – Statutory in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of $100,000 each employee each accident, $100,000 each employee by disease, and $500,000 aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

   Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), City will furnish CATC with a letter evidencing City's self-insured and excess coverages set forth above. City shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

   The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to CATC, and failure to request evidence of such insurance shall not be construed as a waiver of City's obligation to provide the insurance coverage specified.

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

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

Legislation Details (With Text)

File #:	16-218	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	5/19/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Approve Twenty Additional Full-time Employees for FY2017, Pending Approval of the FY2017 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY2017 Pay Change Analysis				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 19, 2016
Agenda Date: June 14, 2016
Prepared By: John A. Walsh, P.E., Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve Twenty Additional Full-time Employees for FY2017, Pending Approval of the FY2017 Budget

BACKGROUND:

On March 30, 2016, City Council conducted a special workshop to review the Utilities Department accomplishments from FY2015. During that presentation, a discussion on staffing occurred whereby Council gave verbal approval to the hiring of 18 full-time positions for the Utilities Department that were requested for Fiscal Year 2016. In addition, Staff has been preparing the FY2017 budget and the budget process includes additional positions for FY2017: 2 full-time employees. Staff recommends approving the FY2017 personnel request concurrent with the FY2016 requests.

The Utilities Department along with the Finance Department have worked together to assess the impact of the additional full-time employees. The annual cost for salaries and benefits for FY2017 will be over $1,397,691 and includes costs such as vehicles, computers, and other tools required depending on the requested position. The impacts have been summarized in the attached spreadsheet and may vary significantly based on employee benefits selected and other actual costs.

Staff is recommending that the positions be approved this year for an effective hiring date of no earlier than October 1, 2016, pending approval of the FY2017 budget. Council will see the increase

in salaries and other line items within the FY2017 budget during the review process.

It should be noted, as presented in the Utilities workshop by the City Manager, the position of WFO Assistant Manager will be created and frozen until such time the position is warranted based on proper span of control and operational need.

Division	FY16	FY17
Administration	0	1
Engineering	1	0
Dyal WTP	5	1
Sellers	0	0
Water Field Ops	7	0
Sewer Field Ops	5	0
	18	2

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, FY16 (no impact) FY17 (pending approval of Budget)
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve Twenty Additional Full-time Employees for FY2017, Pending Approval of the FY2017 Budget.

	ORIGINAL BUDGET REQUESTED CHANGE						Total Wages 12-00	Overtime 14-00	Total Special Pay 15-00	Clothing/ Shoe Allowance 20-00	FICA 21-00	Retirement 22-00	Total Life/Health Insurance 23-00	Workers' Comp 24-00	Non-Union Benefit 27-00	Payroll TOTALS	Vehicle Cost	Computer Cost	Computer Software Cost	Equipment Cost	Operations TOTALS	TOTAL Cost
	4010; Water Sewer Administration	Weeks	Benefit	Hours	Pay Grade	Hourly Rate					7.65%	FRS Regular		Wastewater								
1	Environmental Analyst I	52	48	2080	LU7	$15.26	$31,741	$0	$0	$110	$2,437	$2,396	$14,841	$1,089	$0	**$52,614**		$3,000			**$3,000**	**$55,614**
	New Position; 10/01/2016																					
	4020: Dyal Water Treatment Plant	Weeks	Benefit	Hours	Pay Grade	Hourly Rate					7.65%	FRS Regular		Wastewater								
2	Administrative Assistant	52	48	2080	GH5	$13.08	$27,207	$0	$0	$110	$2,090	$2,055	$14,805	$934	$0	**$47,201**		$3,000			**$3,000**	**$50,201**
	New Position; 10/01/2016																					
	4020: Dyal Water Treatment Plant	Weeks	Benefit	Hours	Pay Grade	Hourly Rate					7.65%	FRS Regular		Water								
3	Utility Mechanic I - Water	52	48	2080	LU05	$13.08	$27,207	$0	$0	$110	$2,090	$2,046	$14,805	$1,173	$0	**$47,431**	$25,000				**$25,000**	**$72,431**
	New Position; 10/01/2016																					
	4020: Dyal Water Treatment Plant	Weeks	Benefit	Hours	Pay Grade	Hourly Rate					7.65%	FRS Regular		Water								
4	Utility Mechanic I - Water	52	48	2080	LU05	$13.08	$27,207	$0	$0	$110	$2,090	$2,055	$14,805	$1,173	$0	**$47,440**					**$0**	**$47,440**
	New Position; 10/01/2016																					
	4020: Dyal Water Treatment Plant	Weeks	Benefit	Hours	Pay Grade	Hourly Rate					7.65%	FRS Regular		Water								
5	Utility Mechanic I - Water	52	48	2080	LU05	$13.08	$27,207	$0	$0	$110	$2,090	$2,055	$14,805	$1,173	$0	**$47,440**					**$0**	**$47,440**
	New Position; 10/01/2016																					
	4020: Dyal Water Treatment Plant	Weeks	Benefit	Hours	Pay Grade	Hourly Rate					7.65%	FRS Regular		Water								
6	Certified Operator B Lead	52	48	2080	LU08	$16.48	$34,279	$0	$0	$110	$2,631	$2,587	$14,861	$1,478	$0	**$55,946**					**$0**	**$55,946**
	New Position; 10/01/2016																					
	4020: Dyal Water Treatment Plant	Weeks	Benefit	Hours	Pay Grade	Hourly Rate					7.65%	FRS Regular		Water								
7	Utility Tecnician - Water	52	48	2080	GH7	$15.26	$31,741	$0	$0	$110	$2,437	$2,396	$14,841	$1,472	$2,400	**$55,397**		$1,000	$500		**$1,500**	**$56,897**
	New Position; 10/01/2016																					
	4025; Water Field Operations	Weeks	Benefit	Hours	Pay Grade	Hourly Rate					7.65%	FRS Regular		Water								
8	Assistance WFO Manager	52	48	2080	GE12	$22.42	$46,634	$0	$0	$110	$3,576	$3,516	$14,957	$2,114	$2,400	**$73,307**	$25,000	$3,000	$3,900	$500	**$32,400**	**$105,707**
	New Position; 10/01/2016																					
	4025; Water Field Operations	Weeks	Benefit	Hours	Pay Grade	Hourly Rate					7.65%	FRS Regular		Water								
9	Back-Flow Technician	52	48	2080	LU05	$13.08	$27,207	$0	$0	$110	$2,090	$2,055	$14,805	$1,173	$0	**$47,440**	$25,000	$3,000	$3,900	$1,500	**$33,400**	**$80,840**
	New Position; 10/01/2016																					
	4025; Water Field Operations	Weeks	Benefit	Hours	Pay Grade	Hourly Rate					7.65%	FRS Regular		Water								
10	Back-Flow Technician	52	48	2080	LU05	$13.08	$27,207	$0	$0	$110	$2,090	$2,055	$14,805	$1,173	$0	**$47,440**	$25,000	$3,000	$3,900	$1,500	**$33,400**	**$80,840**
	New Position; 10/01/2016																					
	4025; Water Field Operations	Weeks	Benefit	Hours	Pay Grade	Hourly Rate					7.65%	FRS Regular		Water								
11	Back-Flow Technician	52	48	2080	LU05	$13.08	$27,207	$0	$0	$110	$2,090	$2,055	$14,805	$1,173	$0	**$47,440**	$25,000	$3,000	$3,900	$1,500	**$33,400**	**$80,840**
	New Position; 10/01/2016																					
	4025; Water Field Operations	Weeks	Benefit	Hours	Pay Grade	Hourly Rate					7.65%	FRS Regular		Water								
12	Back-Flow Technician	52	48	2080	LU05	$13.08	$27,207	$0	$0	$110	$2,090	$2,055	$14,805	$1,173	$0	**$47,440**	$25,000	$3,000	$3,900	$1,500	**$33,400**	**$80,840**
	New Position; 10/01/2016																					
	4025; Water Field Operations	Weeks	Benefit	Hours	Pay Grade	Hourly Rate					7.65%	FRS Regular		Water								
13	Supervisor II - WFO	52	48	2080	GH10	$19.22	$39,978	$0	$0	$110	$3,067	$3,015	$14,905	$1,724	$0	**$62,799**	$25,000	$3,000	$3,900	$500	**$32,400**	**$95,199**
	New Position; 10/01/2016																					

ORIGINAL BUDGET REQUESTED CHANGE						Total Wages 12-00	Overtime 14-00	Total Special Pay 15-00	Clothing/ Shoe Allowance 20-00	FICA 21-00	Retirement 22-00	Total Life/Health Insurance 23-00	Workers' Comp 24-00	Non-Union Benefit 27-00	Payroll TOTALS	Vehicle Cost	Computer Cost	Computer Software Cost	Equipment Cost	Operations TOTALS	TOTAL Cost
	4025; Water Field Operations	**Weeks**	**Benefit**	**Hours**	**Pay Grade**	**Hourly Rate**				7.65%	FRS Regular		Water								
14	Supervisor II - WFO	52	48	2080	GH10	$19.22	$39,978	$0	$0	$110	$3,067	$3,015	$14,905	$1,724	$0	**$62,799**	$25,000	$3,000	$3,900	$1,000	**$32,900**	**$95,699**
	New Position; 10/01/2016																				
	4055; Engineering	**Weeks**	**Benefit**	**Hours**	**Pay Grade**	**Hourly Rate**				7.65%	FRS Regular		Water								
15	Capital Project Field Inspector I	52	48	2080	GH07	$15.26	$31,741	$0	$0	$110	$2,437	$2,396	$14,841	$1,472	$2,400	**$55,397**		$3,900		$100	**$4,000**	**$59,397**
	New Position; 10/01/2016																				
	4125; Sewer Field Operations	**Weeks**	**Benefit**	**Hours**	**Pay Grade**	**Hourly Rate**				7.65%	FRS Regular		Wastewater								
16	Maintenance Worker I - Sellers	52	48	2080	LU03	$11.22	$23,338	$0	$0	$110	$1,794	$1,764	$14,776	$801	$0	**$42,583**				$2,500	**$2,500**	**$45,083**
	New Position; 10/01/2016																				
	4125; Sewer Field Operations	**Weeks**	**Benefit**	**Hours**	**Pay Grade**	**Hourly Rate**				7.65%	FRS Regular		Wastewater								
17	Utility Mechanic I - Sellers	52	48	2080	LU05	$13.08	$27,207	$0	$0	$110	$2,090	$2,055	$14,805	$934	$0	**$47,201**	$30,000			$2,500	**$32,500**	**$79,701**
	New Position; 10/01/2016																				
	4125; Sewer Field Operations	**Weeks**	**Benefit**	**Hours**	**Pay Grade**	**Hourly Rate**				7.65%	FRS Regular		Wastewater								
18	Utility Mechanic II - Sellers	52	48	2080	LU08	$16.48	$34,279	$0	$0	$110	$2,631	$2,587	$14,861	$1,176	$0	**$55,644**		$3,000	$3,900		**$6,900**	**$62,544**
	New Position; 10/01/2016																				
	4125; Sewer Field Operations	**Weeks**	**Benefit**	**Hours**	**Pay Grade**	**Hourly Rate**				7.65%	FRS Regular		Wastewater								
19	Supervisor II - Sellers	52	48	2080	GH10	$19.22	$39,978	$0	$0	$110	$3,067	$3,015	$14,905	$1,454	$2,400	**$64,929**	$25,000	$3,000	$3,900	$1,000	**$32,900**	**$97,829**
	New Position; 10/01/2016																				
	4125; Sewer Field Operations	**Weeks**	**Benefit**	**Hours**	**Pay Grade**	**Hourly Rate**				7.65%	FRS Regular		Wastewater								
20	Utility Mechanic I - Sellers	52	48	2080	LU05	$13.08	$27,207	$0	$0	$110	$2,090	$2,055	$14,805	$934	$0	**$47,201**					**$0**	**$47,201**
	New Position; 10/01/2016																				
NET (COST)/SAVINGS (Original budget - Expended - Recommended Change)							**$625,757**	**$0**	**$0**	**$2,200**	**$48,046**	**$47,228**	**$296,743**	**$25,517**	**$9,600**	**$1,055,091**	**$255,000**	**$37,900**	**$35,600**	**$14,100**	**$342,600**	**$1,397,691**

Note: This analysis is an estimate based on current wage level and includes health benefits at family rates. This analysis does not include overtime or certification pays.

Comments:

If a current City employee transfers into the position from a lower pay grade, salary and/or benefit costs could be higher based on the transferring employee's current pay rate x 1.05% and/or current benefit enrollment. Additionally, retirement costs assume a new hire will participate within the FRS Retirement plan; if a transferring employee is in a higher cost retirement plan, retirement costs will also be higher.

Retirement and Insurance rates are based on actual FY 2016 budgeted rates. Workers' Comp rate is based on CY 2016 rates and FICA is calculated at a flat percent regardless of potential pre-tax adjustments.

Legislation Details (With Text)

File #:	16-222	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	5/25/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of TEAM® Resilient Wedge InsertValve Installation Equipment from TEAM® Industrial Services, Inc., N. Augusta NC; To Approve a Resolution adjusting the FY2016 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Team Industrial Quote No. 234-PA-0416-0001 InsertionValve Equipment.pdf Budget Resolution FY 2016 - Team Industrial Services.pdf UT Budget Amendment Form.pdf Resolution - Sole Source -Team Industrial.pdf SS-UT-Team Industrial Inc. (5-25-16).pdf Team Industrial Sole Source Letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 25, 2016
Agenda Date: June 14, 2016
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of TEAM® Resilient Wedge InsertValve Installation Equipment from TEAM® Industrial Services, Inc., N. Augusta NC; To Approve a Resolution adjusting the FY2016 Budget

BACKGROUND:

In August 2013, the City of Cocoa Utilities Department completed the condition assessment of the distribution system valves and hydrant isolation valves (approximately 20,500 valves) within the City's potable water distribution system. Since the conclusion of this initial assessment, the data collected has been used to guide the Water Field Operations Division valve repair/replacement program. This program utilizes detailed risk analysis data to efficiently and effectively address any deficiencies discovered. One of the criteria of this program is to minimize the number of customers affected by a water shutdown during the replacement of an inoperable valve. Insert valves do not require water shutdowns for installation, and can be used in situations where the existing inoperable valve does not require removal.

Since the purchase of the equipment in FY14, TEAM® InsertValve have been used in 22 valve replacements (installed by WFO crews) ranging from 4” to 8” valves. Utilizing this equipment has eliminated the need and associated costs to perform 44 individual line stops, and has turned what was once a full two-day process into less than a one-day process. The elimination of the need to install two line stops on either side of the valve has also reduced the restoration required subsequent to installation thereby minimizing restoration costs.

Purchasing the 10” and 12” TEAM® InsertValve equipment will complement the 4” and 8” equipment currently being utilized, and will inherently expand the valve replacement capabilities of the WFO division. Over the past two years, WFO has consistently proven the efficiency and effectiveness of this equipment, is highly trained in the installation of TEAM® InsertValve, and is thoroughly prepared to address the 10” and 12” valves that are currently in need of replacement (currently there are five).

TEAM® Industrial Services is the sole source provider of this type of insert valve and associated training. Although there are other insert valves on the market, they do not seat on their own body as does the TEAM® Industrial Services InsertValve. Additionally, in order to ensure the safe and proper installation and use of their valves, the manufacturer of the TEAM® InsertValve does not certify training personnel outside of their organization. The City would utilize one day of training with TEAM® Industrial Services to ensure that the equipment is used safely within design parameters.

There are unencumbered funds available in Account No. 421-4025-536.64-00 due to the City deferring the $38,000 purchase of the McLaughlin Vacuum to FY2017. The balance of $19,006 necessary for this purchase will be transferred from Account No. 421-4025-536.46-00, Repair & Maintenance.

Staff recommends approval of the Purchase of TEAM® Resilient Wedge InsertValve Installation Equipment from TEAM® Industrial Services.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$66,335
Account Number	421-4025-536.64-00, WS11VR
Account Name	Machinery & Equipment
Amount to transfer	$19,006
Source of Funds	421-4025-536.46-00, WS11VR
Account Name	Repairs & Maintenance

PREVIOUS ACTION:

On November 12, 2013, City Council approved a resolution waiving the competitive bidding process

for the purpose of making a sole source purchase of TEAM® resilient wedge InsertValve installation equipment from TEAM® Industrial Services, Inc., N. Augusta NC, and approved a resolution amending the FY2014 budget.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of TEAM® Resilient Wedge InsertValve Installation Equipment from TEAM Industrial Services, Inc., N. Augusta NC; To Approve a Resolution adjusting the FY2016 Budget.

TEAM® Industrial Services

April 24, 2016



City of Cocoa Utilities Department
351 Shearer Blvd.
Cocoa, FL 32922

Phone: **(321) 433-8811**
Mobile: **(407) 616-1921**
Fax:
E-mail: **ccollier@cocoafl.org**

Attention: **Chris Collier**

Subject: **TEAM Resilient Wedge InsertValve Installation Equipment**

Quote Number: **234-PA-0416-0001**

Dear Mr. Collier:

TEAM INDUSTRIAL SERVICES, INC. - TMS DIVISION is pleased to submit the following quotation for the above subject work. We trust the information provided is complete and sufficient for your evaluation and consideration. Should you have any questions or require additional information, please feel free to contact us anytime at 704-737-8825. We assure you of our prompt attention.

Thank you for considering TEAM INDUSTRIAL SERVICES, INC. - TMS DIVISION for your live valve insertion requirements. We look forward to working with the City of Cocoa Utilities Department supporting their valve insertion needs.

Regards,

Michael J Mecredy
Business Development Manager
Southeast Region
704-737-8825

Cc: Frank Porter – Porter Associates
Eric Norris – TEAM N. Augusta, SC office

Extent of Work:

TEAM Industrial Services, Inc. - TMS Division is pleased to provide this quotation to meet your live valve insertion needs. The following equipment, material, equipment rental, and field technician(s) to perform training on a live pressure application will be provided.

Scope of work:

- Training installation of Ductile Iron Insertion Valves for ***City of Cocoa Utilities Department*** field personnel

Material supplied by TEAM Industrial Services, Inc.

- Ductile Iron Insertion Valves epoxy coated, open left, 2" standard operating nut
- Misc. hardware for the insertion valves (Split MJ Retainer glands, bolts, nuts, gaskets)

10" and 12" Equipment supplied by TEAM Industrial Services, Inc.

- 10" - 12" Bonnet Insertion housing
- 10" - 12" Vacuum Assembly
- 10" - 12" Insert tapping housing
- 10" - 12" Temp installation valve
- 10" - 12" Pilot Drill
- 10" - 12" Pilot Tip
- 10" cutter (through 11.20 pipe O.D.)
- 12" cutter (through 13.50 pipe O.D.)
- 10" Installation Spacer

City of Cocoa Utilities Department to Supply:

- Lifting/Rigging Service (skill, labor and equipment) for the duration of this project.
- Make all necessary trade union arrangements. Team's technicians are unaffiliated.
- Scaffolding or man-lift if required
- Maintain a suitable and safe work environment including;
    - On site safety competent person(s)
    - A dry work area (gravel the trench base, work tent, trash pumps, etc)
    - Traffic control personnel, flags, barricades, cones
    - Adequate lighting
- Pay for all extra site specific training and PPE gear, licenses and inspection fees
- Provide suitable access from public roadway to point of work.
- Support labor
    - 4" to 8" One Laborer
- 110 cfm./125 psi air compressor
- Protection and security of equipment while on site. Including;
    - Blankets or external heat source during cold weather
    - Watchmen when equipment is left on site for extended periods of time.
- Excavation** and shoring (OSHA standards), backfill and site restoration.
- The design and construction of concrete support, joint bracing and thrust blocking
- Any and all valve boxes and covers, extension rods, valve keys, etc. to access and operate the valve.
- Provide any necessary environmental containment and clean-up of debris resulting from The services rendered.

Valve and Line Specifics

Note: TEAM Industrial Services, Inc. - TMS Division should be informed if pipe O.D. or pressure class is different as stated below. Price is based upon equipment and insertion valves required to perform the referenced project above.

Line Pressure:	<150 PSI
Line Temperature:	Ambient
Line Contents:	Water
Flow Rate:	_____
Pipe Material:	Cast Iron / DIP / C900
Pipe Outside Diameter:	_____Verified prior to ordering material
Pipe inside Diameter	_____
Pipe Pressure Class:	_____
Direction of Opening	Open left
Special Valve Requirements	_____

Note: Price is estimated, customer to provide actual system conditions. Team Industrial Services, Inc. reserves the right to adjust the quotation accordingly.

Quotation:

Our base price for the supply of TEAM InsertValve equipment, as described in strict accordance with this proposal and the following conditions in US dollars, is as listed below, not including applicable sales taxes:

Total Price for InsertValve Machinery Package 10" to 12":	**$ 59,800.00**
Two days training (If needed):	**$ 4,000.00**
Freight (not to exceed)	**$ 2,000.00**
Total estimated purchase price	**$ 68,335.00**

Price adder for Hydraulic Power Unit (if needed): $ 9,000.00

- The above outlined price is based upon ordering material on a routine basis. Additional costs will apply if order is changed to priority status.
  (Delivery for 4" - 12" insertion equipment: 2 – 12 weeks ARO)

Conditions:

- Rates are based on work taking place Monday thru Friday on a non-holiday basis.
- Observed holidays (see "Year 2015 Statutory Holidays" section of this proposal) are billed as premium time at double the straight time rate with an eight– (8) hour minimum charge.
- Standby rates for lost time due to delays beyond our control are charged at:

  Straight Time: $50.00/ hour per technician/Overtime: $60.00/hour per technician
  Straight Time: $80.00/ hour Field Supervisor/Overtime: $98.00/hour Field Supervisor
  Equipment See stated equipment rates above

  Straight time is defined as all hours between 8am and 5pm Monday through Friday. Overtime is defined as all hours before 8am and after 5pm Monday through Friday and all weekend hours.
- All technical changes to work scope must be reported to TEAM Industrial Services, Inc. - TMS Division management prior to the start of work.
- Should TEAM Industrial Services, Inc. - TMS Division be required to supply any item not listed in our scope of work, extra charges will apply.
- During the hot tap process there could be unforeseen circumstances, i.e. internal line conditions that could hinder retaining the coupon.
- Extra costs related to extraordinary circumstances requiring additional cutter sharpening, additional sealing elements, etc. shall be at the customer's expense
- Due to unknown pipe/ system conditions, team does not guarantee a 100% seal.

Terms:

- Delivery as required with 21 days advance notice for normal services. Unless otherwise agreed to by both parties, earlier deliveries may result in additional mobilization costs (i.e. - airfares, travel time, etc.).
- The prices quoted herein will be held firm 60 days from date on quote, provided that TEAM Industrial Services, Inc. - TMS Division receives a purchase order in the next 60 days.
- Any changes to the scope of work will allow TEAM Industrial Services, Inc. – TMS Division to re-quote, if necessary.
- Net 30 days upon receipt of invoice. **NO RETAINAGE ALLOWED**
- TEAM Industrial Services, Inc. - TMS Division's standard terms and conditions apply.

2016 Price List
Resilient Wedge InsertValve
(valve only)

Part Number	Size	OD Range	Price	Packaged Weight
IV-0400-L IV-0400-L-O	4"	5.11" – 5.26" 5.27" – 5.55"	$ 3,143 $ 3,308	248 lbs.
IV-0600-L IV-06-00-L-O	6"	6.625" – 7.20" 7.21" – 7.50"	$ 3,300 $ 3,740	470 lbs.
IV-0800-L IV-0800-L-O	8"	8.625" – 9.30" 9.31" – 9.55"	$ 4,350 $ 4,835	673 lbs.
IV-1000-L IV-1000-L-O	10"	10.75" – 11.50" 11.51" – 11.60"	$ 7,990 $ 8,657	1150 lbs.
IV-1200-L-U IV-1200-L IV-1200-L-O	12"	11.61" – 12.45" 12.75" – 13.55" 13.56" – 13.95" 13.96" – 14.50"	**Consult Factory** $ 9,350 $ 9,871 **Consult Factory**	1450 lbs.

1. **Prices do not include Megalugs.**
2. **Prices do not include installation.**
3. **Prices do not include freight.**



CLASSIFIED c UL us WATER QUALITY

****Excavation recommendations on next page**

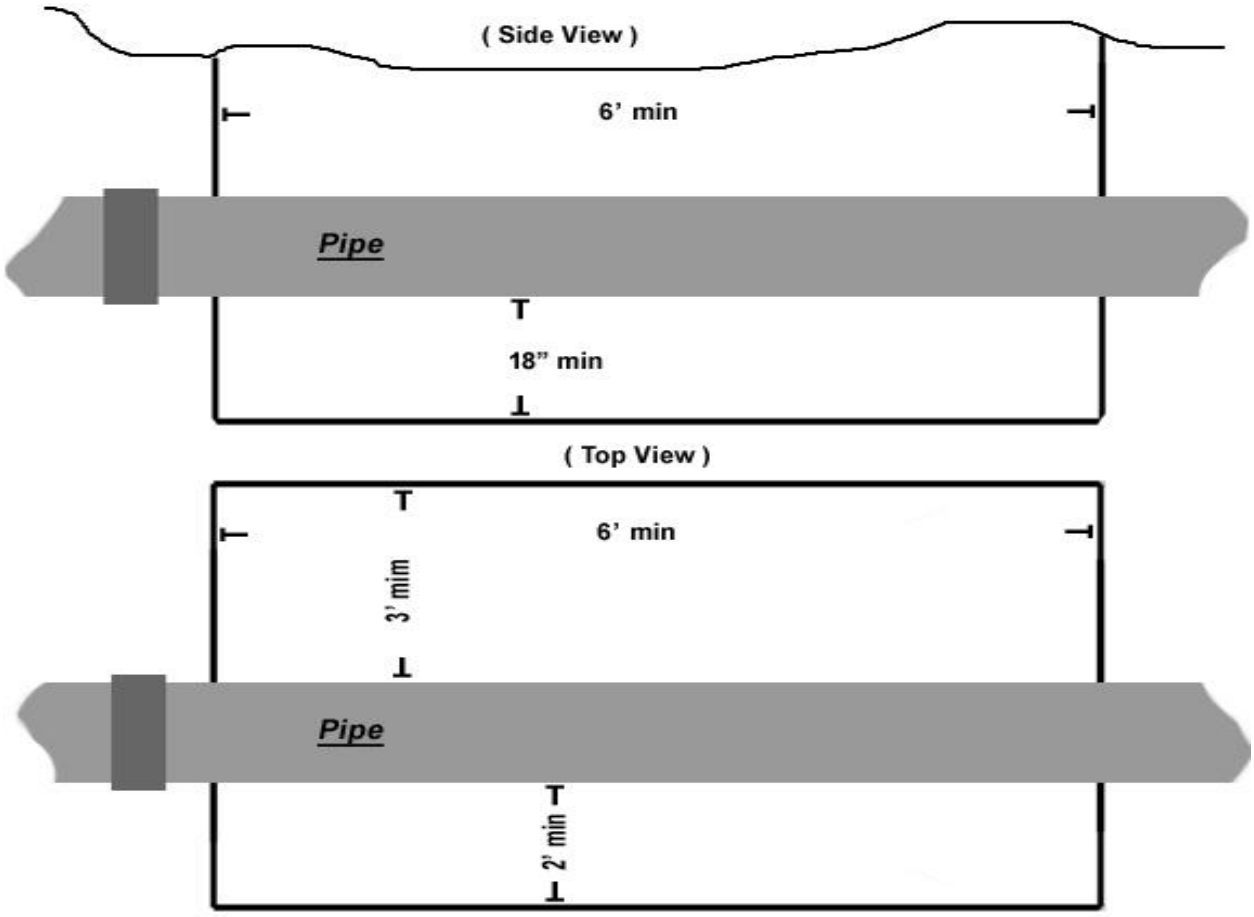
EXCAVATION FOR INSERT VALVE

4″ – 8″ Insert Valves for Working Pressures less than 150 psi

If a pipe joint is encountered during excavation, it is required to keep edge of Valve 18″ away from coupling or bell.

(Transite A/C), Thin-walled steel and some (PVC non pressure pipelines) require thrust blocks to restrain valve before first closure of valve. Note: Drawing shows 18″ under pipe for bell & spigot type pipe. If this application requires a thrust block, additional depth is required. (Typically 2′ deep by 3′ the approximate Laying length of the valve) This area needs to be filled with concrete and cure prior to closing of the valve.

Customer to provide support blocking to be placed under pipe during installation



Acceptance to the terms and conditions:

Signature by authorized person **Printed Name** **Date**

RESOLUTION NO. 2016-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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 this 14th day of June, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4025 | DATE PREPARED: 05/25/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 19,006)	421-4025-536.46-00		Repairs and Maintenance	$ 2,294,419	$ 2,254,675	$ 2,235,669	$ 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
($ 19,006)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 19,006	421-4025-536.64-00		Machinery & Equipment	$ 281,000	$ 340,349	$ 359,355	$ 68,560
$ 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
$ 19,006	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Purchase of TEAM InsertValve manufactured by Team Industrial Services, Inc. Unencumbered funds are available in 64-00 due to the City deferring the $38,000 purchase of the McLaughlin Vacuum to FY2017.
Purchase of this item will go before City Council for approval at the June 14, 2016 meeting. Item 16-222

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) | DATE APPROVED: | RESOLUTION #: 2016-59

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

5/25/16 Melinda Keesee Digitally signed by Melinda Keesee Date: 2016.05.25 11:29:01 -04'00'	6/3/16 Anne Quesada Digitally signed by Anne Quesada Date: 2016.06.03 10:41:54 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/25/16 John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2016.05.25 14:52:13 -04'00'	6/3/16 Anne Quesada Digitally signed by Anne Quesada Date: 2016.06.03 10:43:16 -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 #: _____

RESOLUTION NO. 2016-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this Resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase or public improvement described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

SECTION 1. The purchase or public improvement described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this Resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 14th day of June, 2016.

_____

ATTEST: HENRY U. PARRISH, III, MAYOR

_____

CARIE SHEALY, CMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2016-60

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of Making a Sole Source Purchase of TEAM Resilient Wedge InsertValve Installation Equipment from TEAM Industrial Services, Inc., N. Augusta NC.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

John A. Titkanich, Jr., City Manager

SOLE SOURCE JUSTIFICATION FORM

Requisition Number _____ **Division** 4025 Utilities/Water Field Operations

Part/Item/Service Description Team InsertValve

Cost of Part/Item/Service $ 66,335.00 **Account Number** 421-4025-536.64-00

Vendor Name Team Industrial Services, Inc.

Respond specifically to each question below in preparing a justification. Please use less "technical" language to explain each item. If your explanation does not fit within the areas provided, please expand the text box(es) as necessary and staple all pages together.

1. Is item/service/vendor requested one-of-a-kind ? Check one: Yes [✓] No [ ]
Explain how this was determined:

The InsertValve manufactured by Team Industrial Services, Inc. is the only insert valve that seals on its own body. Over time, water pipes can build up tuberculation on the interior of the pipe. Although this build-up is not harmful, it can impede the sealing of the valve discs thus allowing leakage past the valve. Other insert valves rely on the existing pipe for the sealing of the valve disc while the Team InsertValve does not. Note: Due to the cost, this purchase will be presented to City Council in the form of an agenda item at the June 14, 2016 meeting.

2. Why was the particular product or vendor chosen?

A long-term annual Valve Replacement Program has been initiated by the Utilities Department. One of the criteria of this Program is to minimize the number of customers affected by a water shutdown during the replacement of an inoperable valve. Insert valves do not require water shutdowns for installation, and can be used in situations where the existing inoperable valve does not require removal. The Team InsertValve meets or exceeds American Water Works Association C515 valve specifications (suitable for direct replacement of a standard valve), and permanently restrains the valve body to the pipe.

3. Can similar items/service be obtained from other source? Check one: Yes [ ] No [✓]
If the answer is no, please explain.

Although there are other insert valves on the market, they do not seal on their own body as does the Team Industrial Services InsertValve. Additionally, in order to ensure the safe and proper installation and use of their valves, the manufacturer of the Team InsertValve does not certify training personnel outside of their organization. Therefore, Team Industrial Services is the sole provider of certified training for City of Cocoa personnel.

If the answer is yes, please provide three quotes for similar items for comparison.
If three quotes cannot be obtained, please explain why?

4. Is chosen vendor the manufacturer? Check one: Yes [✓] No [ ]

Factors which may not be applicable:
The following should not be included in your sole source/sole brand justification. The following will not be considered :

* Personal Preference
* Cost, vendor performance, local service, maintenance, and delivery (these may be considered award factors in competitive bidding).
* Features which exceed the minimum department requirements, e.g. heavy duty or quality.
* Explanation for the actual need and basic use for the item, unless the information relates to a request for "unique factors"
* The statement "no substitution" will not be considered without completion of the Sole Source Justification Form.
* **To "match and interface" is not normally an accepted justification which should be considered. The quantity, manufacturer, brand, model of the existing equipment and necessity for "interfacing" must be provided.**

**** Please send the completed Sole Source Justification Form to the Purchasing Manager for approval. The Purchasing Manager will forward the signed document to the Finance Director for approval and will send the approved form back to the original requestor. The approved form must be attached to the agenda item. Incomplete forms will be returned and may result in delayed processing****

5/25/16	Melinda Keesee Digitally signed by Melinda Keesee Date: 2016.05.25 11:30:25 -04'00'	5/25/16	Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.05.25 13:50:50 -04'00'
Date	Requestor Signature	Date	Purchasing Manager Signature
5/25/16	John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.05.25 11:49:51 -04'00'	5/25/16	Teri Butler Digitally signed by Teri Butler Date: 2016.05.25 16:06:19 -04'00'
Date	Department Director Signature	Date	Finance Director Signature

Revised 10/24/13

TEAM® Industrial Services

April 24, 2016

City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Attention: **Chris Collier**

Subject: **Sole Source Statement regarding Team's InsertValve**

Dear Mr. Collier:

We are pleased to provide you the information you requested.

The United States patent numbers for the InsertValve are 6,776,184 and 7,225,827. There are 28 unique claims in these patents. Each of the patents will expire February 28, 2023.

Hence we are qualified to ensure that the InsertValves manufactured by Team Industrial Services meet your specifications. In addition Team Industrial Services is the sole source manufacture of InsertValve.

Please review several of the excellent InsertValve benefits that provide value to your underground infrastructure:

1) The resilient wedge seats on the valve body not on the pipe
   a. When the wedge contacts the bottom of the valve it does not put pressure on the pipe causing pipe deflection and stress
   b. The wedge operates without pressure balancing or equalization due to its built in wedge guides
   c. The wedge does not need the cut or milled edge of the pipe to create a seal. Hence the rubber on the wedge will not rub or wear off as it passes in and out of the pipe.
2) True MJ connections allow for future downstream pipe replacement
   a. The old pipe is not an integral part of the new InsertValve
3) Even if the stem breaks all the moving parts of the Insert Valve can be repaired under pressure.

We certainly appreciate your desire to procure a quality InsertValve that meets your specifications. Let us know if you need any other information.
Thank you in advance for your business.

Michael J. Mecredy
Business Development Manager - SE Region
704-737-8825

Cc: David Waters – Porter Associates
Eric Norris – TEAM Augusta office

Legislation Details (With Text)

File #:	16-223	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	5/26/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Approve a Resolution to authorize the City Manager to execute a Community Aesthetic Feature (CAF) Agreement and other required documents with the Florida Department of Transportation (FDOT) for the placement of “”COCOA”* letters on the SR 520 bridges over the Indian River. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	RE SR 520 Bridge over Indian River.msg Hubert Humphrey BridgeMay 12.pdf Cocoa CAF.pdf Cocoa SR520 Exhibit 23-A.pdf Pic.pdf Resolution - CAF SR520 Bridges.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 26, 2016
Agenda Date: June 14, 2016
Prepared By: Rhonda Dingman
Through: Everett J. Wegerif, P.E., Public Works Director
Requested Action:
Approve a Resolution to authorize the City Manager to execute a Community Aesthetic Feature (CAF) Agreement and other required documents with the Florida Department of Transportation (FDOT) for the placement of “”COCOA” letters on the SR 520 bridges over the Indian River

BACKGROUND:

The City of Cocoa desires to work cooperatively with the Florida Department of Transportation to place its name “COCOA” on the SR 520 bridges over the Indian River adjacent to our downtown area. Staff feels that this will provide identity of the Cocoa Village area to boaters travelling on the Intercoastal Waterway. Cocoa is investing resources to further develop this area and this improvement would reinforce those efforts.

Public Works staff became aware of a current FDOT maintenance project to metallize and coat the steel girders on the SR 520 bridges over the Indian River. Staff has contacted the FDOT for permission to place Black “COCOA” letters on a white background while the FDOT contractor is

mobilized on site. The city does not intend to provide illumination for these letters as they will be visible only to boaters and we do not want to impact the bridge structure with a lighting system. The letters are proposed to be four feet tall and will be placed on one side of each bridge facing the waterway.

FDOT has required the city execute a CAF Agreement and place a $1,000 deposit for any possible future maintenance. The attached resolution will authorize the City Manager to execute necessary documents. The deposit will be funded through Road Materials/Supplies account. Costs of this project will be determined after approval of the FDOT CAF Agreement and should be well within the City Manager's Signature authority.

STRATEGIC PLAN CONNECTION:

This project will provide additional identity to the boating community and promotes the strategic issue of Image, as well as the issue of Economic Development in communicating the City of Cocoa is welcoming to boaters.

BUDGETARY IMPACT:

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

Amount Requested	$1000.00
Account Number	001-3510-541.53-00
Account Name	Road Materials/Supplies

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution to authorize the City Manager to execute a Community Aesthetic Feature (CAF) Agreement and other required documents with the Florida Department of Transportation (FDOT) for the placement of “”COCOA” letters on the SR 520 bridges over the Indian River

Public Works
155 Wilson Ave. I Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 504-0922

May 12, 2016

Victor A. LoPiccolo

Project Manager, Special Projects

FDOT District Maintenance

719 South Woodland Blvd.

DeLand, Florida 32720

Dear Mr. LoPiccolo,

The City of Cocoa desires to work cooperatively with the Florida Department of Transportation to place its name “COCOA” on the SR 520 bridges over the Indian River adjacent to our downtown area. We feel that this will provide identity to the Cocoa Village area to boaters on the Intercoastal Waterway. Cocoa is investing resources to further develop this area and this improvement would magnify those efforts.

I have attached a photo of a portion of the span with the COCOA letters superimposed, a Google aerial map showing the approximate City Limits (at the center of the ICW), a sheet providing additional details of our request, and a signed Exhibit 23-A letter. There is a current maintenance project to metallize and coat the steel girders over the Indian River. We would of course wish to do this while the contractor is mobilized on site. The city does not intend to provide illumination for these letters as they will be visible only to boaters and we do not want to impact the bridge structure with a lighting system. We do not feel that this will increase maintenance efforts by FDOT and we intend to fund labor and materials costs through the on-site contractor.

Please let me know if you have any questions concerning this project. We look forward to working with you to complete this visible project.

Sincerely,

Everett J. Wegerif, PE

Public Works Director

COMMUNITY AESTHETIC FEATURE AGREEMENT

Section No. 70100 CAFA No. 2016-M-590-1

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("FDOT") and the City of Cocoa ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Agency has requested permission from FDOT to install a [**CHOOSE ONE**: ☐Public Art – Standalone, ☐Public Art – Add On/affixed, ☐Local Identification Marker – Standalone, ☒Local Identification Marker – Add On/affixed] community aesthetic feature on that certain right-of-way owned by FDOT which is located at SR 520 in Brevard County, Florida ("Project").

B. FDOT agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.

C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. TERM. The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through December 31, 2026, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within 1 year (365) days of the Effective Date of this Agreement, FDOT may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. PROJECT DESCRIPTION. The Project is a [**CHOOSE ONE**: ☐Public Art – Standalone, ☐Public Art – Add On/affixed, ☐Local Identification Marker – Standalone, ☒Local Identification Marker – Add On/affixed], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. FUNDING OF THE PROJECT. The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". FDOT shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of FDOT's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for FDOT's right-of-way.

4. DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.

a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by FDOT and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to FDOT for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Six (6) copies of the design plans shall be provided to FDOT's District Design Engineer, at 555 Camp Road Cocoa, Florida 32927. FDOT will review the plans for conformance to FDOT's requirements and feasibility. FDOT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, FDOT signifies only that such plans and improvements satisfies FDOT's requirements, and FDOT expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the

integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. FDOT's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by FDOT shall be made by the Agency and final corrected plans shall be provided to FDOT within thirty (30) days.

b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.

c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by FDOT prior to implementation.

d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.

e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, Jack West, at (321) 634-6065 or from an appointed designee.

f. The Agency is authorized, subject to the conditions in this Agreement, to enter FDOT's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use FDOT's right-of-way nor the placing of facilities upon FDOT's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in FDOT right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of FDOT right-of-way.

g. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If FDOT determines that a condition exists which threatens the public's safety, FDOT may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, FDOT may remove the safety hazard at the Agency's sole cost, expense, and effort.

h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".

i. The Agency shall notify FDOT a minimum of forty eight (48) hours before beginning the Project within FDOT right-of-way. The Agency shall notify FDOT should installation be suspended for more than five (5) working days.

j. Upon completion of the Project, the Agency shall notify FDOT in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the Responsible Professional for the Project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans,

the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from FDOT right-of-way and shall restore those portions of FDOT right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

k. If FDOT determines that the Project is not completed in accordance with the provisions of this Agreement, FDOT shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of FDOT's written notice to complete the Project and provide FDOT with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, FDOT may: 1) provide the Agency with written authorization granting additional time as FDOT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without FDOT liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If FDOT elects to correct the deficiency (ies), FDOT shall provide the Agency with an invoice for the costs incurred by FDOT and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The Maintenance schedule shall include Initial Defect, Instantaneous Damage and Deterioration components. The Initial Defect Maintenance inspection should be conducted, and any required repairs performed during the Construction Phase. The Instantaneous Damage Maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identity short term damage that does not develop over longer time periods. The Deterioration Maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration Maintenance shall include, but is not limited to, the following services:

1. Annual inspections.

2. Removal or replacement of weathered material.

m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of $ 1,000.00.

n. FDOT reserves its right to cause the Agency to relocate or remove the Project, in FDOT's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company

or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause FDOT to be an additional insured party on the policy or policies, and shall provide FDOT with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2010), as amended.

c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
ORLANDO OPERATIONS
555 Camp Road
Cocoa, Florida 32927
Phone: 321-690-6065

CITY OF COCOA
DEPARTMENT OF PUBLIC WORKS
155 North Wilson Street Cocoa, Florida 32922
Phone: 321-433-8777

7. TERMINATION OF AGREEMENT. FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by FDOT pursuant to this Paragraph 7.

8. LEGAL REQUIREMENTS.

a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the

provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

d. The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

e. The Agency shall not cause any liens or encumbrances to attach to any portion of FDOT right-of-way.

9. PUBLIC ENTITY CRIME. The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. UNAUTHORIZED ALIENS. FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. NON-DISCRIMINATION. The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. DISCRIMINATORY VENDOR LIST. The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. ATTORNEY FEES. Each Party shall bear its own attorney's fees and costs.

14. TRAVEL. There shall be no reimbursement for travel expenses under this Agreement.

15. PRESERVATION OF REMEDIES. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. MODIFICATION. This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

Section No. 70100 CAFA No. 2016-M-590-1

17. NON-ASSIGNMENT. The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT. Any assignment, sublicense, or transfer occurring without the required prior written approval of FDOT will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. BINDING AGREEMENT. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. INTERPRETATION. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. ENTIRE AGREEMENT. This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

21. DUPLICATE ORIGINALS. This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. 70100 CAFA No. 2016-M-590-1

AGENCY

City of Cocoa

By: _____

Print Name: _____

Title: _____

As approved by the Council, Board, or

Commission on: _____

Attest: _____

Legal Review:

_____

City Attorney

FDOT

State of Florida, Department of Transportation

By: _____

Print Name: Alan Hyman, P.E.

Title: Director of Transportation Operations

Date: _____

Legal Review:

_____

Section No. 70100 CAFA No. 2016-M-590-1

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

Installation of a Local ID Marker-add on/affixed, on the SR 520 over the Indian River. The letters, "COCOA" will be painted directly on the bridge as per the plans. No lighting will be associated with this project. The lettering will only be visible to boaters on the river.

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached documents prepared by Everett Wegerif, submittal dated 5/12/2016. Any revisions to these plans must be approved by FDOT in writing.

Section No. 70100 CAFA No. 2016M-590-1

EXHIBIT “B”

SPECIAL PROVISIONS

- When applying the “COCOA” lettering, do not extend past the recoat window provided on the coating manufacturer’s technical product sheet for the finish coat.
- Lettering size and location shall be installed as per the attached, following pages.

Section No. 70100 CAFA No. 2016M-590-1

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

- Lane closures on SR 520 requires two (2) weeks notice and are subject to the District's current lane closure restrictions.

Section No. 70100 CAFA No. 2016-M-590-1

EXHIBIT “D”

AGENCY RESOLUTION

Follows this page.

Section No. 70100 CAFA No. 2016M-590-1

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and the CITY OF COCOA

PROJECT DESCRIPTION: Local ID Marker-add on/ affixed

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL:

Name: _____

Date: _____

Exhibit 23-A Submittal/Approval Letter

To: Annette Brennan, P.E. Date: 5/26/2016
District or Turnpike Design Engineer

Financial Project ID:_____ New Const. ( ) RRR ( )
Federal Aid Number:_____
Project Name: Cocoa Welcome Sign
State Road Number: 520 Co./Sec./Sub. 70100
Begin Project MP: 9.390 End Project MP: 9.390
Full Federal Oversight: Yes ( ) No (X)
Request for: Design Exception ( ), Design Variations ( )
Community Aesthetic Feature: Conceptual ( ), Final (**X**)
(For Design Exception or Design Variations Requiring Central Office Approval)
Re-submittal: Yes ( ) No (X) O r i g i n a l Ref#_____-_____- _____

Requested for the following element(s):

( ) Design Speed	( ) Lane Widths	( ) Shoulder Widths	( ) Bridge Widths
( ) Structural Capacity	( ) Vertical Clearance	( ) Grades	( ) Cross Slope
( ) Superelevation	( ) Horizontal Alignment	( ) Vertical Alignment	( ) Stopping Sight Distance
( ) Horizontal Clearance	( ) Other _____		

1. **The project includes painting the City name, "COCOA" on the SR 520 bridge over the Indian River in accordance with submitted documents. There will be no lighting for this project due to its location. The feature will only be visible to boaters.**

2. **The project details and associated documents are included with this submittal.**

Recommended by:

_____ Date _____
Responsible Professional Engineer or Landscape Architect (Landscape-Only Projects)

Approvals:

_____ Date _____
District or Turnpike Design Engineer

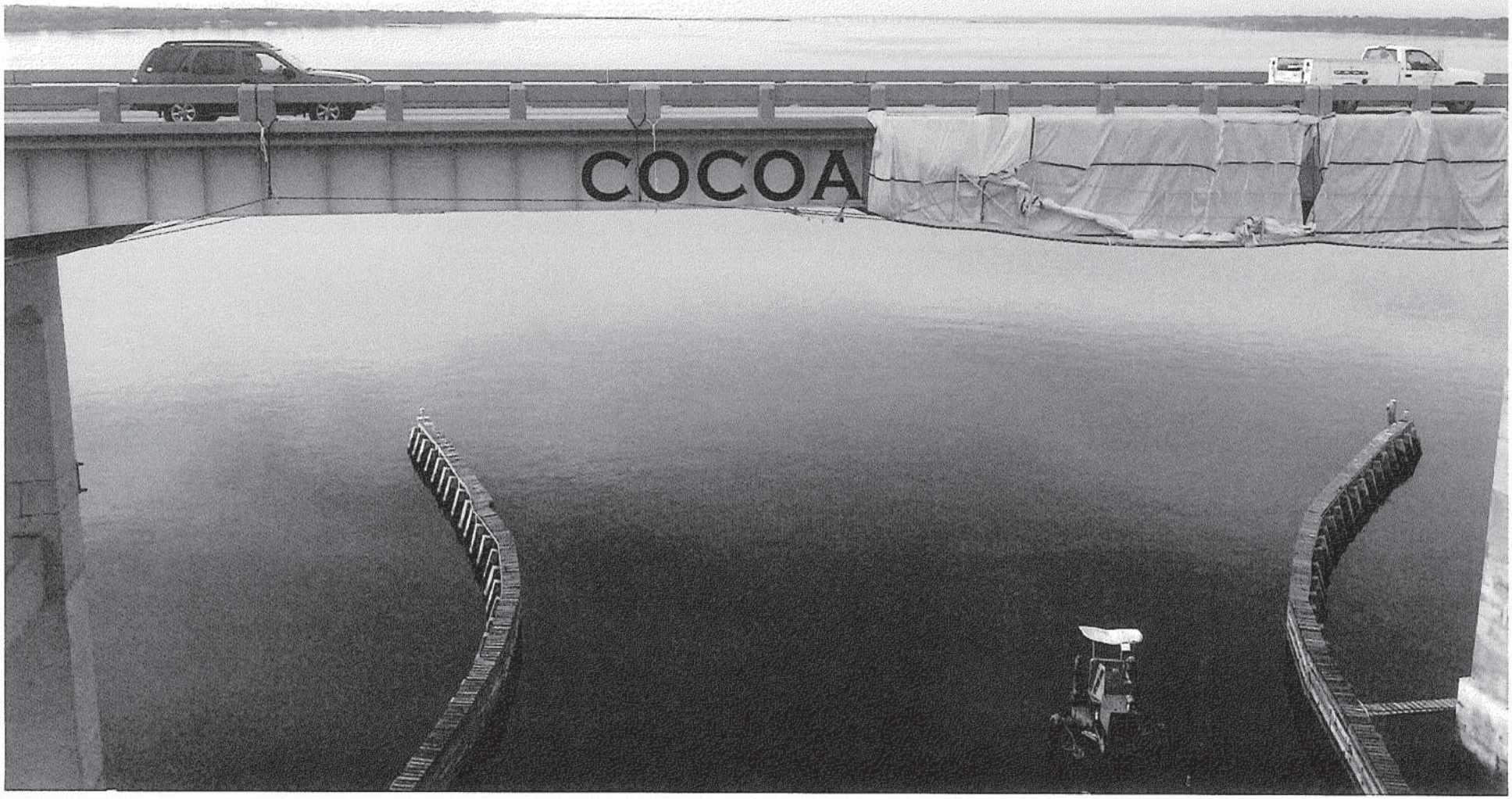
_____ Date _____
District Structures Design Engineer

_____ Date _____
State Roadway Design Engineer

_____ Date _____
State Structures Design Engineer

_____ Date _____
Chief Engineer

_____ Date _____
FHWA Division Administrator


COCOA

RESOLUTION NO. 2016-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A COMMUNITY AESTHETIC FEATURE (CAF) AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE PLACEMENT OF "COCOA" LETTERS, ON THE SR520 BRIDGES OVER THE INDIAN RIVER.

WHEREAS, the Florida Department of Transportation (FDOT) has agreed to the placement of the name "COCOA" on the SR520 bridges over the Indian River adjacent to the Cocoa Village downtown area, and

WHEREAS, the City of Cocoa desires to have the "COCOA" lettering placed on the SR520 bridges, issuing a deposit of $1000.00 to FDOT for any future maintenance of the lettering for the duration of the agreement

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

SECTION 1. The Mayor of the City of Cocoa is hereby authorized to enter into a Community Aesthetic Feature Agreement (CAF) with the Florida Department of Transportation.

SECTION 2. A copy of this Resolution shall be attached to the Locally Funded Agreement as Exhibit "D".

SECTION 3. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. If any section, subsection. clause, sentence. or phrase or portion thereof shall, for any reason be held invalid or unconstitutional by any court of competent jurisdiction, then such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this resolution.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of June, 2016.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-224	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	5/26/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Authorize the City Manager to enter into a Contract for Purchase and approve a Resolution adjusting the FY2016 Budget using General Fund Contingency for the purchase of a vacant lot on Lakemont Drive, Parcel ID 24-36-29-BW-00000.0-0230.00. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Contract.pdf Executed 2nd Amendment.pdf Budget Resolution Lakemont.pdf BAF-PW-3570 Lakemont Drive (6-14-16) 16-224.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 26, 2016
Agenda Date: June 14, 2016
Prepared By: Rhonda Dingman
Through: Everett J. Wegerif, P.E., Public Works Director
Requested Action:
Authorize the City Manager to enter into a Contract for Purchase and approve a Resolution adjusting the FY2016 Budget using General Fund Contingency for the purchase of a vacant lot on Lakemont Drive, parcel ID 24-36-29-BW-00000.0-0230.00

BACKGROUND:

The City of Cocoa Stormwater Division seeks to enter into Contract for Sale and Purchase of a vacant lot on Lakemont Drive, parcel ID 24-36-29-BW-00000.0-0230.00 owned by Mr. Rufus Murray. The purpose of acquiring this property is to provide maintenance access to the portion of “Horseshoe Lake” behind the homes on Fiske Blvd. and the east side of South Lakemont Drive. Maintenance access to this area will reduce the potential for flooding as well as increase the overall appearance of the community.

The purchase price for this piece of vacant property was negotiated at $6,500.00 with Mr. Murray. After a title search on the property, it was discovered that there was an outstanding recorded mortgage against the property. The mortgage holder has agreed to a settlement amount of $4,000, bringing the total purchase price to $10,500, not including an estimated $2,500.00 in closing costs..

STRATEGIC PLAN CONNECTION:

Improves aesthetic appearance of community and allows for required maintenance of the City's Stormwater system.

BUDGETARY IMPACT:

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

Amount Requested $13,000.00
Account Number _423-3570-538.61-00
Account Name Land Acquisition_
Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
__X__ Transfer Acct #: 423-3570-538.39-00 (Contingency)_

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Authorize the City Manager to enter into a Contract for Purchase and approve a Resolution adjusting the FY2016 Budget using General Fund Contingency for the purchase of a vacant lot on Lakemont Drive, parcel ID 24-36-29-BW-00000.0-0230.00

CONTRACT FOR PURCHASE AND SALE

THIS **CONTRACT FOR PURCHASE AND SALE** ("**Contract**") is made by and between **RUFUS E. MURRAY AND SHARON J. MURRAY,** husband and wife, whose address is 1050 W. Corbett Avenue, Swansboro, NC 28584 (hereinafter referred to as "**Seller**"), and the **CITY OF COCOA, FLORIDA**, a municipal corporation, with a principal address of 65 Stone Street, Cocoa, Florida 32922 ("**Buyer**"). For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

That certain portion of real property with Brevard County Property Appraiser Parcel ID number 24-36-29-BW-00000.0-0230.00 that is legally described in **Exhibit "A"** attached hereto and fully incorporated herein by this reference (the "**Property**").

ARTICLE II - PURCHASE PRICE

Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be Six-Thousand Dollars, Five-Hundred and No/100 ($6,500.00). Buyer hereby agrees to pay all closing costs to the extent set forth in section 4.7, herein, and 2016 taxes as set forth in section 4.9, herein.

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before 90 days following the Effective Date, unless extended pursuant to the terms of Section 5.7 herein.

ARTICLE IV - TERMS AND CONDITIONS

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title**. Buyer, at Buyer's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the appraisal of the property, naming Buyer as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be vested in Buyer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Contract; and those exceptions which are capable of and are actually to be discharged by Seller at or before Closing (all other exceptions to title being deemed title defects for purposes of this contract). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule

B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects to cure the defects and, if after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey**. Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor within the last thirty (30) days before closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2011. If the Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until thirty (30) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects. If after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

The parties acknowledge that upon the execution of this Contract the only available legal description of the Property was the legal description of the Property contained within Article I of the Contract. The survey will be by a metes and bounds description and said description shall be incorporated into this Contract as if included herein at the Effective Date of this Contract. The survey and legal description shall be approved by both parties prior to incorporation into the Contract. Said approval shall not be unreasonably withheld by the parties.

4.3. **Conveyance**. Seller shall convey title to the Property to Buyer by Warranty Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Closing Affidavit**. At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior to recording the Deed which would adversely affect the title to the Property, (iv) testifying that

possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for taxes for the year of Closing which are not yet due or payable.

4.5. **Place of Closing**. Closing shall be held by express courier or at the offices of the title agent or at Garganese, Weiss & D'Agresta, P.A. or such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing**. Buyer's attorney or title agent shall prepare the Deed, Seller's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

4.7. **Expenses**. State documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Buyer. Buyer shall pay for the title insurance premium, recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender.

4.8. **Prorations and Escrow Balance**. Taxes and other expenses and all revenue of the Property shall be paid in accordance with this Agreement as of the date of Closing such that Seller receives a net payment of Six-Thousand, Five-Hundred Dollars at Closing. No other amounts shall be due Seller at Closing.

4.9. **Proration of Taxes; Real and Personal**. Real estate and personal property taxes owing for tax year 2016 shall be paid by Buyer.

Real Estate and Personal Property Taxes. Purchaser shall be responsible for real estate and personal property taxes owing for tax years prior to the 2016 calendar year, if any (*i.e.*, Seller shall be responsible for real estate and personal property taxes owing for the period beginning on January 1, 2015 and ending on December 31, 2015). Unless Purchaser is exempt from payment thereof by applicable law, Purchaser shall be responsible for real estate and personal property taxes owing for the period commencing on January 1, 2016 and ending on December 31, 2016. The Escrow Agent shall ensure compliance with Florida Statute 196.295 at Settlement. Purchaser shall be solely responsible for and hold Seller harmless from any so-called "rollback" or similar taxes or assessments owing on the Property resulting from the sale thereof to Purchaser or any change in the Improvements or the use of the Property by Purchaser following Settlement.

4.10. **Special Assessment Liens**. Special assessment liens which are certified, confirmed

and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessment are substantially completed as of the date of Closing they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvement made by the appropriate public body.

4.11. **Default**. If Buyer fails to perform any of Buyer's covenants set forth in this Contract, the Deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit, if any, immediately or (ii) the right of specific performance against Seller.

4.12. **Severability**. If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.13. **Complete Agreement**. This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.14 **Notices**. Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller: Mr. and Mrs. Murray
1050 W. Corbett Avenue
Swansboro, NC 28584
Phone:_____

To Buyer: City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922

4.15. **FIRPTA - Right to Withhold**. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of ten percent (10%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller

pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.16. **Environmental Status**. Seller warrants and represents to Buyer that, to Seller's knowledge, (i) the Property is free of all hazardous waste or substances except as may be permitted by applicable law; (ii) that the Property has been operated and maintained in compliance with all applicable environmental laws, statutes, ordinances, rules and regulations; (iii) no other release of any hazardous waste or substances has taken place on the Property, (iv) no migration of hazardous waste or substances has taken place from the Property which would cause the release of any hazardous waste or substance on any adjoining lands or any other lands in the vicinity of the Property; and (v) there are no bulk or underground tanks on or in the Property, and, no bulk or underground storage tanks have ever been located on or in the Property.

The term hazardous waste or substances shall include those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., and in the regulations promulgated pursuant to said laws or any replacement thereof; such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

Seller has no notice or knowledge of the on-site existence of any "Endangered and Threatened Species," flora and fauna as identified by the U.S. Fish and Wildlife Service's "List of Endangered and Threatened Wildlife and Plants" as may be amended from time to time. Seller further warrants no knowledge of the on-site existence of any upland conservation areas which are preserved, or may be preserved, for the purposes of providing of wildlife habitat.

The provisions of this Section 4.16 shall survive the Closing or earlier termination of this Contract.

4.17. **Right of Inspection**. During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on

file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and to the extent of the monetary limitations in Fla. Stat. 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. This does not waive Buyer's right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder.

4.18. **WAIVER OF TRIAL BY JURY**. SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent**. Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

(C) Seller shall fully comply with the provisions of Section 286.23, Florida Statutes

by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as **Exhibit "B."**

5.2. **Inspection Period**. Buyer shall have until the date of Closing (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.17: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer, in its sole discretion, for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice delivered to Seller prior to Closing, then the Deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Seller hereunder.

5.3. **Delivery of Materials**. Within five (5) days after the Effective Date of this Contract, Seller shall deliver to Buyer copies of all existing studies, tests, environmental audits, soil borings results, surveys, site plans, reports, plans, permits, petitions, warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and related materials in its possession relating to the Property.

5.4. **Brokerage**. Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.5. **Seller Warranties**. During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.6. **Seller Not to Convey**. Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder and written consent of the Buyer.

5.7. **Extensions of Closing Date**. Buyer shall have the unilateral and absolute right to exercise one thirty (30) day extension of the Closing Date. Buyer shall exercise the extension by providing at least three (3) days written notice to Seller. Any other extension shall be by mutual agreement of the parties.

5.8. **Headings; Entire Agreement; Governing Law**. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original,

and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year indicated below.

Signed, sealed and delivered in the presence of:

SELLER:

RUFUS E. MURRAY AND SHARON J.MURRAY, HUSBAND AND WIFE

_____ By:_____
Rufus E. Murray

_____
(print name of witness)

_____ Date: _____

_____

(print name of witness)

_____ By:_____
Sharon J. Murray

_____
(print name of witness)

_____ Date: _____

_____
(print name of witness)

Signed, sealed and delivered
in the presence of:

BUYER:

CITY OF COCOA, FLORIDA

_____ By:_____
John Titkanich, City Manager

_____
(print name of witness)

_____

_____ ATTEST:
(print name of witness)

By:_____
Carie Shealy, City Clerk

Date:_____

EXHIBIT "A"

[THE "PROPERTY"]

Lot 230, Replat of Part of Cocoa Hills, a subdivision according to the plat thereof recorded at Plat Book 13, Page 88, in the Public Records of Brevard County, Florida. LESS AND EXCEPT that certain property described in Official Records Book 1799, Page 932, Public Records of Brevard County, Florida.

EXHIBIT "B"

AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this _____ day of _____, 2015, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The undersigned is the legal title holder of the real property described on the attached Exhibit "A"; and *(select appropriate option below):*

☐ *(check if applicable)* – The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit "A" however small or minimal is/are:

	Name	Address
a)		
b)		
c)		

☐ *(check if applicable)* – All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

_____ By:_____

_____ RUFUS E. MURRAY
(print)

Address:

_____

_____
(print)

STATE OF _____

COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 2015, by _____, the _____ of _____, (check one) ☐ who is personally known to me or ☐ who provided _____ as identification.

_____
Print Name: _____
Notary Public

WITNESSES:

_____ By:_____

_____ SHARON J. MURRAY
(print)

Address:

_____

_____
(print)

STATE OF _____

COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 2015, by _____, the _____ of _____, (check one) ☐ who is personally known to me or ☐ who provided _____ as identification.

_____
Print Name: _____
Notary Public

SECOND AMENDMENT TO CONTRACT FOR PURCHASE AND SALE

THIS SECOND AMENDMENT TO CONTRACT FOR PURCHASE AND SALE ("**Amendment**") is made by and between **RUFUS E. MURRAY and SHARON J. MURRAY,** husband and wife, (hereinafter referred to as "**Seller**"), with a principal address of 1050 W. Corbett Avenue, Swansboro, NC 28584, the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "**Buyer**"), with a principal address of 65 Stone Street, Cocoa, FL 32922.

RECITALS

A. Seller and Buyer have entered into a certain Contract for Purchase and Sale with an Effective Date of December 8, 2015, as amended by the First Amendment to Contract for Purchase and Sale, (the "**Contract**") for the sale and purchase of certain real property described therein.

B. The parties agree that some of the deadlines set forth in the Contract need to be extended.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

1. The above Recitals are true and correct, are incorporated herein by reference and form a material part of this Amendment.

2. The Parties agree that the Closing Date referenced in Article III shall be extended to June 28, 2016.

3. The Parties agree that the Inspection Period referenced in Section 5.2, shall be extended to June 28, 2016.

4. Except as modified by this Amendment, the terms and conditions of the Contract are ratified and confirmed by the Parties. In the event of a conflict between the terms of this Amendment and the terms of the Contract, the terms of this Amendment shall govern. All defined terms used in this Amendment shall have the meaning assigned to them in the Contract, unless otherwise expressly stated herein.

5. Counterpart Execution. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one instrument. Facsimile signatures may be deemed binding for this Amendment, or any modification or amendment hereto, provided that originals of same are delivered within a reasonable time.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year indicated below.

Signed, sealed and delivered in the presence of:

(signature)

Stephanie Ketz
(print name)

(signature)

Stephanie Ketz
(print name)

SELLER:

By: _____
Rufus E. Murray

By: _____
Sharon J. Murray

Date: 4. 19. 2016

Signed, sealed and delivered

_____

_____

(print name)

_____

_____

(print name)

BUYER:

CITY OF COCOA, FLORIDA

By: John A. Titkanich

John A. Titkanich, Jr., City Manager

ATTEST:

By: _____

Carie Shealy, City Clerk

Date: 4-22-2016

G:\Docs\Cities\Cocoa\Real Property\Murray Property\Contract Amendment.docx

RESOLUTION NO. 2016-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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 14th day of June, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 05/26/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 13,000)	423-3570-538.39-00		Contingency	$ 99,500	$ 99,500	$ 86,500	$ 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
($ 13,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 13,000	423-3570-538.61-00		Land Acquisition	$ 0	$ 70,000	$ 83,000	$ 37,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 13,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Public Works Stormwater to purchase land on Lakemont Drive to provide access for the maintenance of ditches/ponds in the community. Agenda Item is in the approval process - File ID 16-224, Agenda Date 6/14/2016

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 06/14/16 *RESOLUTION #:* 2016-62

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

5/26/16	Rhonda L. Dingman	Digitally signed by Rhonda L. Dingman DN: cn=Rhonda L. Dingman, o=City of Cocoa, ou=Public works, email=rdingman@cocoafl.org, c=US Date: 2016.05.27 15:51:25 -04'00'	6/1/16	Lea Taylor	Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.06.01 09:58:52 -04'00'			
Date	Requestor's Signature		Date	Finance Approval Signature		Date	Finance Director's Signature	
5/31/16	Michael Giorgio	Digitally signed by Michael Giorgio Date: 2016.05.31 08:33:30 -04'00'	6/1/16	Anne Quesada	Digitally signed by Anne Quesada Date: 2016.06.01 10:17:35 -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 #:	16-225	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	5/26/2016		**In control:**	City Council	
On agenda:	6/14/2016		**Final action:**		
Title:	To Award Bid No. B-16-14-COC, Lift Station No. 4 Improvements, Project No. WSLS04, to L7 Construction Inc., Sanford, Florida, for Construction of the Lift Station No. 4 Improvements Project; To Approve as a Multi-Year Contract from FY2016 through FY2017 Pending Approval of the FY2017 Budget; To Approve a Resolution Amending the FY2016 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not-To-Exceed $56,170 (10% Contingency); and To Authorize the City Manager to Execute the Contract. (Utilities Director)			
Sponsors:					
Indexes:					
Code sections:					
Attachments:	LS #4 - Purchasing Memo LS #4 - Bid Tabulation Sheet Section 500.pdf Res Proj Contingency - LS #4 Budget Resolution FY2016 BAF-UT-Lift Station #4 Improvements (6-14-16) 16-225-2016-64.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 26, 2016
Agenda Date: June 14, 2016
Prepared By: Rodney Isaac, E.I., Associate Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid No. B-16-14-COC, Lift Station No. 4 Improvements, Project No. WSLS04, to L7 Construction Inc., Sanford, Florida, for Construction of the Lift Station No. 4 Improvements Project; To Approve as a Multi-Year Contract from FY2016 through FY2017 Pending Approval of the FY2017 Budget; To Approve a Resolution Amending the FY2016 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not-To-Exceed $56,170 (10% Contingency); and To Authorize the City Manager to Execute the Contract

BACKGROUND:

Lift Station No. 4 was originally constructed in the 1950s and is one of the largest lift stations in the City. The existing structure is an aging two-story building that requires a confined space entry to access the pumps and electrical equipment that is near failure. The Lift Station No. 4 Improvements project will demolish the existing structure and replace it with a submersible lift station. The project will eliminate the confined space entry and the associated safety issues, modernize the electrical

equipment, and reduce the aesthetic impact on the surrounding community as the majority of the new structure will be below ground.

On May 27, 2008, City Council approved Task Order No. 14 with CDM Smith, Inc. for design services for Lift Station No. 4.

On May 12, 2016, Purchasing sent out one hundred thirteen (113) invitations and notifications to bid and received five (5) responses from forty-seven (47) plan holders. Responses were received and evaluated by City Staff and CDM Smith. The apparent low bidder for the project is L7 Construction Inc., Sanford, Florida. Staff requests approval to award bid to L7 Construction Inc. as the lowest and qualified bidder for the construction of Lift Station No. 4 Improvements.

City staff is also requesting that City Council approve an additional $56,170 as a contingency for the project. The additional amount is 10% of the contract amount and will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, with a project of this size there is always a possibility of unknown obstacles in the field that would require changes to the project.

The additional $56,170.00 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.

Staff recommends award of Bid No. B-16-14-COC, Lift Station No. 4 Improvements, to L7 Construction, Inc.

Contractor Bid	$561,700
Construction Contingency	$ 56,170 (10%)
Total Project Cost:	$617,870

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$617,870
Account Number	421-4125-536.63-00, WSLS04
Account Name	Infrastructure
Source of Funds	Operating Revenue

FUTURE FISCAL YEAR IMPACTS: FY2016 - FY2017:

FY2016:
Amount Required: $ 591,657

FY2017:
Amount Required: $ 26,213

TOTAL COST FOR MULTI-YEAR CONTRACT: $617,870

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Award Bid No. B-16-14-COC, Lift Station No. 4 Improvements, Project No. WSLS04, to L7 Construction Inc., Sanford, Florida, for Construction of the Lift Station No. 4 Improvements Project; To Approve as a Multi-Year Contract from FY2016 through FY2017 pending approval of the FY2017 budget; To Approve a Resolution Amending the FY2016 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not-To-Exceed $56,170 (10% Contingency); and To Authorize the City Manager to Execute the Contract.

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

To: Rodney Isaac, Associate Engineer

From: Sonja Suarez, Purchasing Manager

Date: 5/12/16

Re: **Bid #B-16-14-COC, Lift Station No. 4 Improvements Project**

Bids for the subject offering were opened on May 12, 2016 at 3:00 p.m. Purchasing sent out one hundred thirteen (113) invitations and notifications to bid and received five (5) responses from forty-seven (47) plan holders.

THE APPARENT LOW BIDDER IS L7 CONSTRUCTION, OF SANFORD, FL.

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

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

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, March 24, 2016

BID NUMBER: B-16-14-COC LIFT STATION NO. 4 IMPROVEMENTS

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00330 Listing of Subcontractors	00410 Bid Bond	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00620 Certificate as to Corporate Principal	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's	00675 Trench Safety
Hinterland Group, Inc. 5580 State Road 524 Cocoa, FL 32926	Y	Y TB	Y	Y	Y	$638,080.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Danus Utilities, Inc. 4133 Saddle Club Creek Drive New Smyrna Beach, FL 32168	Y	NA	Y	Y	Y	$610,377.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
L7 Construction, Inc. 4380 St. John's Pkwy, Suite 140 Sanford, FL 32771	Y	NA	Y	Y	Y	$561,700.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Close Construction , LLC. 301 NW 4th Avenue Okeechobee, FL 34972	Y	NA	Y	Y	Y	$718,997.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
SDV Services, LLC 1514 S. Washington Ave Titusville, FL 32780	Y	Y TB	Y	Y	Y	$594,900.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

SECTION 00500

FORM OF AGREEMENT

This Agreement made and entered into on the _____ day of _____, 2016 by and between L7 Construction, Inc. _____ hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

Witnesseth that the Contractor and the City, for the Consideration herein-after named, agree as follows:

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents.

ARTICLE 2. COMMENCEMENT AND COMPLETION - The Contractor will be required to commence work under this contract within thirty (30) calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within three hundred sixty-five (365) days and totally complete all work in its entirety within four hundred (400) days of Notice to Proceed or Purchase Order. The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of five hundred ($500.00) per calendar day.

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

Five hundred sixty one thousand seven hundred (Written in Words) $561,700 (In Figures)

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment. Final payment will be accomplished as prescribed in the Agreement and will be based on complete work in place. Also, the contractor shall: (1) Provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) Provide a Consent of Surety for the progress payments.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved

in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. 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 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 $1,000,000 and with a deductible 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.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:
It is required that individuals and firms contracting with the City of Cocoa and 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.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:
Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:
Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or and endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous

Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

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

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

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

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 polices and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. PERFORMANCE/PAYMENT BOND - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ 561,700 with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract. GB 6/6/16

ARTICLE 8. ACCEPTANCE AND FINAL PAYMENT - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within twenty (20) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE 9. ATTORNEY FEES AND COSTS - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE 10. FULLY NEGOTIATED AGREEMENT - This agreement has been fully negotiated in an arms length transactions and neither party has been coerced in any manner to execute this agreement. In Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE 11. SEVERABILITY - If any provisions of this agreement is declared or deemed invalid, unenforceable or lawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE 12. VENUE AND GOVERNING LAW - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE 13. MODIFICATIONS AND ENTIRE AGREEMENT - This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

ARTICLE 14. NOTICES - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

ARTICLE 15. BINDING EFFECT - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE 16. WAIVER - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE 17. INDEPENDENT CONTRACTOR At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE 18. CHANGE ORDERS Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

ARTICLE 19. SOVEREIGN IMMUNITY Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

ARTICLE 20. DEFAULT BY CONTRACTOR

(a) The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

i. Contractor 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 Contractor promptly takes and diligently pursues such action as are necessary therefore; or

ii. 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

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

iv. Contractor has committed any act of fraud upon the City; or

v. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

(b) Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

ARTICLE 21. TERMINATION Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) 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 City may have under this Agreement. In the even 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 prior to the effective date of termination.

This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

ARTICLE 22. INDEMNIFICATION

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses,

damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

(b) The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, 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 City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

ARTICLE 23. CORPORATE REPRESENTATIONS BY CONTRACTOR - Contractor hereby represents and warrants to the City the following:

(a) Contractor is duly registered 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 the Agreement.

(b) The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

ARTICLE 24. 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.

ARTICLE 25. THIRD PARTY RIGHTS Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 26. ASSIGNMENT

(a) Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

(b) If upon receiving written approval from city, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

(c) If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.

(d) If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide city and its affiliates with insurance coverage as set forth by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor I the presence of:

BY _____ BRETT LEFEVER - PRESIDENT
(CONTRACTOR)

ATTEST: _____
BRIAN BRACH

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
(City Manager)

ATTEST: _____

RESOLUTION NO. 2016-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE LIFT STATION NO. 4 IMPROVEMENTS, PROJECT NO. WSLS04 IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10% 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 June 14, 2016, the City Council authorized the City Manager to proceed with the Lift Station No. 4 Improvements, Project No. WSLS04, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Lift Station No. 4 Improvements, Project No. WSLS04, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $617,870 budgeted by the City Council for the project inclusive of the 10% 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 this 14th day of June, 2016.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

RESOLUTION NO. 2016-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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 this 14th day of June, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 06/07/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 591,657)	421-4125-536.63-00		Infrastructure	$ 1,385,000	$ 1,512,578	$ 920,921	$ 413,337
$ 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
($ 591,657)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 591,657	421-4125-536.63-00	WSLS04	Infrastructure	$ 1,385,000	$ 920,921	$ 1,512,578	$ 1,004,994
$ 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
$ 591,657	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To move funds to Project No. WSLS04 to cover the costs of the Lift Station #4 Improvements project. The budget amount of $885,000 was not originally assigned to a project number but was intended to be used for the lift station #17 replacement. This BAF is intended to assign the budget to project WSLS04 and change the scope of the project to Lift Station #4 improvements. Agenda 16-225

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 06/14/16 *RESOLUTION #:* 2016-64

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

6/7/16	Norma Hernandez (Digitally signed by Norma Hernandez DN: dc=org, dc=cocoafl, ou=Utilities, cn=Norma Hernandez, email=nhernandez@cocoafl.org Date: 2016.06.07 14:20:23 -04'00')	6/8/16	Lea Taylor (Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.06.08 09:24:23 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
6/7/16	John "Jack" Walsh (Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.06.07 14:53:02 -04'00')	6/8/16	Lora Howell (Digitally signed by Lora Howell DN: dc=org, dc=cocoafl, ou=CH, cn=Lora Howell, email=lhowell@cocoafl.org Date: 2016.06.08 09:27:34 -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 #:	16-231	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/1/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	New local business tax receipts. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	6-14-16 New local business tax receipts.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 1, 2016
Agenda Date: June 14, 2016
Prepared By: T. Scott Davis, MCP, Building Official
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
New local business tax receipts

BACKGROUND:

Attached City Council will find a report identifying recipients of new local business tax receipts (occupational licenses) for May 13, 2016 - June 1, 2016. Please keep in mind that some may represent businesses that let their business tax receipt (occupational license) expire and subsequently applied for a new local business tax receipt.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:
None, this is an information agenda item.

LIC #	BUSINESS NAME BUSINESS ADDRESS	ISSUED	TYPE	CLASSIFICATION	BUS PHONE #
16-00007411	HEAVENLY SENT LAWN CARE 617 S CAROLINA AVE COCOA FL 32922	6/01/16	NEW	Administrative and Support Services	321-266-1453
16-00007402	KINGZ KUTZ LLC 1218 DIXON BLVD COCOA FL 32922-0009	5/18/16	NEW	Barber Shops	321-795-5773
16-00007407	LATREVISH JOHNSON SO FRESH SO 922 GROVE AVE COCOA FL 32922	5/25/16	NEW	Repair and Maintenance	321-482-5388
16-00007406	LOPEZ AUTO BODY INC. 125 BLAKE AVE COCOA FL 32922	5/19/16	NEW	Repair and Maintenance	321-412-2559
16-00007403	PEACE CONVENIENCE STORE 1287 W KING ST COCOA FL 32922	5/18/16	NEW	Food and Beverage Stores	321-304-1677
16-00007404	SALAMA BIO-PHARMA CONSULTING, 93 DELANNOY AVE UNIT 1005 COCOA FL 32922	5/19/16	NEW	Professional, Scientific, and Tech S	321-258-5235
16-00007409	THE UNIQUE BOTIQUE 402 BREVARD AVE 3 UN COCOA FL 32922	5/24/16	NEW	Miscellaneous Store Retailers	321-506-0078
16-00007401	TNT KLEEN MOVE OUTS 451 STONE ST COCOA FL 32922	5/18/16	NEW	Administrative and Support Services	321-292-4879
16-00007410	UPLIFT COUNSELING, LLC 317 RIVER EDGE BLVD COCOA FL 32922	5/31/16	NEW	Social Assistance	321-328-5674
16-00007405	YAS MAX INC 1503 N COCOA BLVD GARB COCOA FL 32922	5/19/16	NEW	Administrative and Support Services	334-390-0435
16-00007408	100% ARBOR CARE LLC 840 READING LN COCOA FL 32922	5/24/16	NEW	Administrative and Support Services	321-208-1469

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	16-244	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/7/2016			**In control:**	City Council
On agenda:	6/14/2016			**Final action:**	
Title:	Councilman Michael C. Blake's resignation letter effective November 1, 2016. (City Clerk)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06_06_16 Blake Resignation letter.pdf				

Date	Ver.	Action By	Action	Result

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June 6, 2016

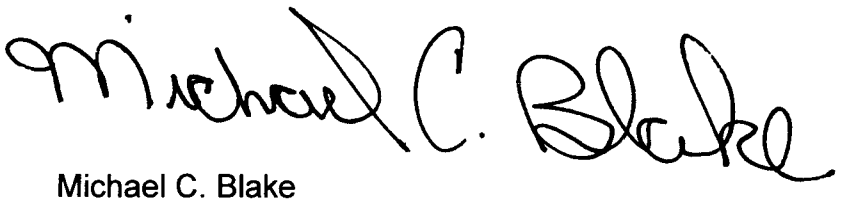
Carie Shealy, City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Dear Mrs. Shealy,

As of Monday, June 6, 2016, I am hereby resigning, pursuant to Section 99.012, Florida Statutes, from my seat as Councilmember for District 1 for the City of Cocoa, effective November 1, 2016.

As the City of Cocoa's Qualifying Officer, please provide a copy of this letter to the Mayor, City Council, City Manager, and the City Attorney.

Sincerely,



Michael C. Blake

Cc: Governor Rick Scott
Department of State