City of Cocoa

65 Stone Street
Cocoa, FL 32922

Summary Agenda

City Council

Tuesday, June 8, 2021 | **6:00 PM** | **Cocoa City Council Chambers**

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 21-411 Approve the Agenda for the Regular Meeting of June 8, 2021, as presented or with amendments.

Attachments: 06-08-2021 Short Agenda ADA.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 21-382 Proclamation: Proclaiming the Week of June 7-11, 2021 as "Code Enforcement Officers' Appreciation Week". (Mayor Blake)

Attachments: Code Enforcement Appreciation Week.pdf

III.2 21-409 Proclamation: "National Gun Violence Awareness Day". (Councilmember Hearn)

Attachments: National Gun Violence Awareness Day.pdf

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 21-384 Authorize the Mayor to sign a letter delegating responsibility for the CocoaFL.gov domain to the City of Cocoa and authorize staff to complete the registration and implementation process. (Chief Technology Officer)

Attachments: cocoafl.gov domain request letter.pdf

MULTI-YEAR CONTRACTS:

V.2 21-393 Approve and execute an amendment to the Multi-Year Highway Memorandum of Agreement (ASE66) between the City of Cocoa and the FDOT removing a limited portion of right of way maintenance on SR 524 between Cox Road and S.R. 520. (Public Works Director)

Attachments: MOA ASE66 SA Amendment 1.pdf

Contract ASE66.pdf

V.3 21-406 Approve the fourth amendment to Bid # B-19-05-COC for contract mowing with U.S. Lawns of Brevard in the amount of $2,785 to add fifteen (15) additional mowing cycles to the Harry T. Moore Center. Approve a Resolution authorizing the City Manager to approve future contract amendments for contingency change orders not to exceed $10,000 in total. (Public Works Director)

Attachments: US Lawns 4th Amendment (Harry T Moore Center)-signed.pdf

Resolution Contigency.docx

VI. PUBLIC HEARINGS:

VI.1 21-417 Consideration of 1st reading (Ord. 09-2021) for a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one parcel (0.6 acres) from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse) as depicted on Exhibit A. (Community Services Director)

Attachments: Ordinance 09-2021 Rezoning Gem Industries Brevard IU to M1.pdf

Location Map - Rezone.pdf

Legal Ad Proof - Rezone - Gem Industries.pdf

VII. COUNCIL BUSINESS:

VIII. CITY BUSINESS:

VIII.1 21-362 Council approval to execute the amended Transportation Impact Fee Trust Fund Disbursement Agreement between Brevard County and the City of Cocoa for the release of $15,000 of Central Mainland TIFT Funds for the design of the Aurora Street Sidewalk Project. Approve a Resolution Amending the FY21 Budget, BAF# 21-083-A, accepting the Additional Revenue and Replenishing Funds between accounts. (Public Works Director)

Attachments:
Amended and Restated Aurora Stree Pedestrian Improvements clean copy JB e
Agreement_ Fully executed & Recorded.pdf
Budget Resolution FY 21.docx
BOCC Agenda 2-23-2021.pdf
BOCC Agenda Minutes 2-23-2021.pdf
Memo to BOCC 2-24-2021.pdf
BAF 21-083-A-PW Aurora Street (6-8-21) Agenda 21-362.pdf

IX. INFORMATIONAL AGENDA:

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-411

File ID:	21-411	**Type:**	Agenda	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/28/2021
Subject:				**Final Action:**	

Title: Approve the Agenda for the Regular Meeting of June 8, 2021, as presented or with amendments

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	06-08-2021 Short Agenda ADA.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: June 8, 2021
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of June 8, 2021 (21-411)

2. Minutes: N/A

III. Awards and Presentations:

1. Proclamation: Proclaiming the Week of June 7-11, 2021 as "Code Enforcement Officers' Appreciation Week". (21-382). (Mayor Blake)

2. Proclamation: "National Gun Violence Awareness Day". (21-409). (Councilmember Hearn)

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and*

Public Hearing items), may address the City Council under Delegations by filling out a speaker card.

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V. Consent Agenda:

(A) General Consent Items:

1. Authorize the Mayor to sign a letter delegating responsibility for the CocoaFL.gov domain to the City of Cocoa and authorize staff to complete the registration and implementation process. (21-384). (Chief Technology Officer)

(B) Multi-Year Contracts:

2. Approve and execute an amendment to the Multi-Year Highway Memorandum of Agreement (ASE66) between the City of Cocoa and the FDOT removing a limited portion of right of way maintenance on SR 524 between Cox Road and S.R. 520. (21-393). (Public Works Director)

3. Approve the fourth amendment to Bid # B-19-05-COC for contract mowing with U.S. Lawns of Brevard in the amount of $2,785 to add fifteen (15) additional mowing cycles to the Harry T. Moore Center. Approve a Resolution authorizing the City Manager to approve future contract amendments for contingency change orders not to exceed $10,000 in total. (21-406). (Public Works Director)

VI. Public Hearings:

1. Consideration of 1st reading (Ord. 09-2021) for a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one parcel (0.6 acres) from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse) as depicted on Exhibit A. (21-417). (Interim Community Services Director)

VII. Council Business:

None.

VIII. City Business:

1. Council approval to execute the amended Transportation Impact Fee Trust Fund Disbursement Agreement between Brevard County and the City of Cocoa for the release of $15,000 of Central Mainland TIFT Funds for the design of the Aurora Street Sidewalk Project. Approve a Resolution Amending the FY21 Budget, BAF# 21-083-A, accepting the Additional Revenue and Replenishing Funds between accounts. (21-362). (Public Works Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

None.

X. Reports:

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

XI. Adjournment:

XII. Notice To The Public:

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City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-382

File ID:	21-382	**Type:**	Awards/Presentations	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/13/2021
Subject:				**Final Action:**	
Title:					

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Code Enforcement Appreciation Week.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

PROCLAMATION

***WHEREAS**, Code Enforcement Officers provide for the safety, health, and welfare of the citizens in this community through the enforcement of building, zoning, housing, fire safety, environmental and other codes, and ordinances set by the City of Cocoa; and*

***WHEREAS,** Code Enforcement Officers are often not credited for the jobs that they do in saving lives and improving neighborhoods; and*

***WHEREAS,** every day, assisted by support and program staff, they attempt to provide quality customer service to the public for the betterment of the community; and*

***WHEREAS,** too many times their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and*

***WHEREAS,** Code Enforcement Officers are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the local government within which they serve; and*

***WHEREAS,** the Florida Association of Code Enforcement (F.A.C.E.) has declared the first week of June be set aside by local government to honor and recognize their Code Enforcement Officers.*

***NOW, THEREFORE,** I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the week, **June 7 - 11, 2021** as:*

"CODE ENFORCEMENT OFFICERS' APPRECIATION WEEK"

in Cocoa, Florida, in accordance with the statewide observance of the same and encourage citizens of Cocoa, Florida to join this Council in expressing appreciation for the dedication and outstanding service provided by the individuals who serve as our Code Enforcement Officers.

CITY OF COCOA CORPORATE SEAL FLORIDA

***WHEREFORE,** I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 8th day of June, 2021.*

Michael C. Blake

Mayor

ATTEST:

City Clerk

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-409

File ID:	21-409	**Type:**	Awards/Presentations	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/26/2021
Subject:				**Final Action:**	
Title:					

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	National Gun Violence Awareness Day.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

PROCLAMATION

WHEREAS, *every day, more than 100 Americans are killed by gun violence, alongside more than 230 who are shot and wounded, and on average there are more than 13,000 gun homicides every year; and*

WHEREAS, *Americans are 25 times more likely to die by gun homicide than people in other high-income countries; and*

WHEREAS, *Florida has 2,752 gun deaths every year, with a rate of 12.5 deaths per 100,000 people. Florida has the 27th-highest rate of gun deaths in the US; and*

WHEREAS, *gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and*

WHEREAS, *cities across the nation, including in Cocoa, are working to end the senseless violence with evidence-based solutions; and*

WHEREAS, *protecting public safety in the communities they serve is mayors' highest responsibility; and*

WHEREAS, *support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and*

WHEREAS, *mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and*

WHEREAS, *gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than a year of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in city gun violence;*

WHEREAS, *in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 4, 2021 to recognize the 24th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -(1) Hadiya Pendleton and other victims of gun violence; and (2) the loved ones of those victims; and*

WHEREAS, *the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and*

WHEREAS, *anyone can join this campaign by pledging to wear orange on June 4th, the first Friday in June in 2021, to help raise awareness about gun violence; and*

WHEREAS, *by wearing orange on June 4, 2021 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and*

WHEREAS, *we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby* ***proclaim the first Friday in June, June 4, 2021, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.***

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 8th day of June, 2021.*

Michael C. Blake

Mayor

ATTEST: Carie Sweatt

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-384

File ID:	21-384	**Type:**	Informational Item	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/13/2021
Subject:				**Final Action:**	

Title: Authorize the Mayor to sign a letter delegating responsibility for the CocoaFL.gov domain to the City of Cocoa and authorize staff to complete the registration and implementation process.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	cocoafl.gov domain request letter.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	rbeach@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

City of Cocoa, Florida
65 Stone St. I Cocoa, FL 32922
Phone: (321) 433-8590 I Fax: (321) 433-8598

June 8, 2021

.Gov Domain Registration
c/o Verisign, Inc.
12061 Bluemont Way
Reston, Virginia 20190

To the .gov Program:

As the Mayor of the City of Cocoa, Florida, I request that responsibility for the domain name CocoaFL.gov be delegated to our municipality.

Securing the CocoaFL.gov domain will add legitimacy and help to alleviate security concerns with regard to our online presence and correspondence.

In order to obtain and maintain CocoaFL.gov, the City of Cocoa will meet the general and specific requirements for federal agencies, found at https://home.dotgov.gov/registration/requirements.

The following will be listed as contacts for CocoaFL.gov, which the City of Cocoa will keep up to date in the .gov registrar.

Administrative contact
Robert Beach
Chief Technology Officer
65 Stone Street, Cocoa, FL 32922
321-433-8550
rbeach@cocoafl.org

Billing contact
Susan Young
Sr. Accounts Payable Clerk
65 Stone Street, Cocoa, FL 32922
321-433-8633
accountspayable@cocoafl.org

Technical contact
Mitchell Lawyer
Technical Services Supervisor
65 Stone Street, Cocoa, FL 32922
321-433-8558
mlawyer@cocoafl.org

Security contact
itlicensing@cocoafl.org

I understand that if I wish to retire CocoaFL.gov, I must submit a written request to registrar@dotgov.gov.

Sincerely,

Michael Blake
Mayor
City of Cocoa

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-393

File ID:	21-393	**Type:**	Contract	**Status:**	Multi-Year Contract
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/18/2021
Subject:				**Final Action:**	

Title: Approve and execute an amendment to the Multi-Year Highway Memorandum of Agreement (ASE66) between the City of Cocoa and the FDOT removing a limited portion of right of way maintenance on SR 524 between Cox Road and S.R. 520.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	MOA ASE66 SA Amendment 1.pdf, Contract ASE66.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	fmirabito@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

S.A. Number: 00 Contract Number: ASE66 Page 1 of 2

Financial Project Number: 244348-1-78-03

Project Description: Maintenance Memorandum of Agreement

This agreement entered into on _____, such an agreement to be effective on the last date of execution by a party hereto, by and between the State of Florida Department of Transportation, "Department", and FDOT, "Contractor", and City of Cocoa, "Surety", the same being supplementary to Contract ASE66 by and between the parties aforesaid, dated 01/17/2020, for the construction, improvement, or maintenance of the road(s) and bridge(s) assigned the project number(s) shown above, in Brevard Count(y)(ies) Florida.

(1) See page 2 of this Supplemental Agreement.

Revised Plan Sheet Nos. Not Applicable

(2) The quantities to be paid shall be determined as provided in the Standard Specification, Edition of January 2020. The quantities so determined shall be paid at the unit prices stated on the attached sheets.

(3) It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. ASE66, including any previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.

(4) The Department and the Contractor agree that the contract time adjustment and sum agreed to in the Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted Time this Agreement 0 Days

Net Change in Contract this Agreement: Increase $ 0.00 Decrease $ 15,050.00
No Change ☐

Approved By:

_____
Secretary or Designee Signature
Printed Name Suzanne Phillips, PE
Title Operations Engineer
Date

Executed By:

_____ (SEAL)
Contractor Signature
Printed Name Mike Blake
Title Mayor
Date

Executed By:

_____
Secretary or Designee Signature
Printed Name Ron Meade, PE
Title District Maintenance Engineer
Date

ATTEST _____ _____
City Clerk Date

NA (SEAL)
Surety

_____
Attorney Signature, Department of Transportation, Legal Review
Printed Name J. Ryan Mahler, Esquire
Date

BY _____ _____
Florida Licensed Insurance Agent Date

S.A. Number: 00

Contract Number: ASE66

Financial Project Number: 244348-1-78-03

Project Description: Maintenance Memorandum of Agreement
(1) (continued):

CONTRACT AMENDMENT:

In consideration for the $15,050.00 decrease in the Contract price and zero (0) days reduction of Contract time granted to the Contractor, the Department and the Contractor agree that FDOT Contract ASE66 is amended to remove the following work, labor, materials, and equipment:

Issue 01:

Beginning July 1, 2021, cease maintenance activities on State Road 524, Section 70070 from Mile Post 0.000 to Mile Post 2.920.

Issue 02:

Replace the original Exhibit B with the attached "Exhibit B."

Issue 03:

Reduce periodic quarterly payments from $17,782.50 to $15,632.50 for the remainder of the Contract term.

Reasons 01, 02, & 03:

The described roadway section is removed from the Contract.

EXHIBIT B

PROJECT LIMITS:

SECTION	S.R.	LOCATION	LENGTH
70011	501	From Dixon Blvd (M.P. 1.193) north to SR 524/Industry Rd. (M.P. 3.358)	2.165 mi
70014	519	From Cocoa/Rockledge City limits at Rosa L. Jones Dr. (M.P. 4.163) to SR 520 (M.P. 4.604)	0.441 mi
70020	5	From Cocoa/Rockledge City limits (M.P. 20.545) to North Cocoa City Limits Roundtree Dr. (M.P. 25.000)	4.455 mi
70070	524	From Cox Road (M.P. 2.920) to Industry Rd. (M.P. 4.762)	1.842 mi
70070002	524	From EB off ramp from SR 528 onto Industry Road (M.P. 0.000) to the northern most WB on ramp to SR 528 (M.P. 0.381) towards Orlando	0.381 mi
70100	520	Eastbound from the West City limits (M.P. 7.821) to the West end of the Hubert Humphrey Bridge (M.P. 9.348)	1.527 mi
70100001	520	Westbound from West end of the of the Hubert Humphrey Bridge to King Street	0.566 mi

HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

CONTRACT NO.: ASE66

FINANCIAL PROJECT NO.:244348-1-78-03

This AGREEMENT, entered this 17th day of JANUARY, 2020, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and City of Cocoa, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT,** for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution 2020-02 dated the 8th day of JANUARY, 2020 attached hereto as **EXHIBIT"A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.

2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:

   a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

b) FDOT Standard Plans, current edition, which by reference hereto shall become a part hereof.

3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** 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 Standard Plans, Index 102-600 series.

4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:

   a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
   b) Terminate this Agreement in accordance with the provisions of this Agreement.

5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.

6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT which may be sent by electronic mail at the DEPARTMENT's discretion.** The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.

2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.

3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of $25,000 and having a term for a period of more than one year.

COMPENSATION

1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT,** following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of $17,782.50 per quarter, equating to $71,130.00 per year for the duration of the term.

2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management System (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Kelly Moss. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.

   a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.

c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT.** Interest penalties of less than one ($1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT.**

d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
   a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
   b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
   c) The **DEPARTMENT** determines that the Agreement is no longer feasible.

2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Contract Coordinator I
Name: Kelly Moss
Address: 555 Camp Road Cocoa, FL 32927
Telephone: 321-634-6117
Email: Kelly.Moss@dot.state.fl.us

b) For the **LOCAL GOVERNMENT:**

Title: Director of Public Works
Name: Bryant Smith, P.E.
Address: 155 Wilson Ave Cocoa, FL 32922
Telephone: 321-433-8780
Email: bsmith@cocoafl.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

1) **LEGAL REQUIREMENTS.** 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.
   a) 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.
   b) The **LOCAL GOVERNMENT** 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 **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
   c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
   d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
   e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** 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 **LOCAL GOVERNMENT** 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.

3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** 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.

4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** 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 **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** 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 **LOCAL GOVERNMENT** 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.

6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

8) **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.

9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT's** obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

11) The **LOCAL GOVERNMENT** 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."

12) **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.

13) **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.

14) **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 **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and

b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The remainder of this page is intentionally left blank

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Jake Williams, Jr., Mayor

Printed Name & Title

Attest: _____

Carie Shealy, City Clerk

Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Alan Hyman, P.E., Director of Transportation Operations

Attest: _____

Norma Mestas

Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

RESOLUTION NO. 2020-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa takes pride in attractively maintaining its public roadways, roadsides, and medians; and

WHEREAS, the State of Florida will agree to provide monetary compensation to the City of Cocoa if Cocoa will supplement its personnel and equipment resources for the purpose of maintaining state roadways, roadside areas, and medians within the city limits of the City of Cocoa as defined by the Highway Maintenance Memorandum of 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 Highway Maintenance Memorandum of Agreement, and mutually agreed upon renewals, with the Florida Department of Transportation.

SECTION 2. A copy of this Resolution shall be attached to the Highway Maintenance Memorandum of Agreement as Exhibit "A".

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 8th day of January, 2020.

Jake Williams, Jr., Mayor

ATTEST:

Carrie Shealy, MMC, City Clerk

EXHIBIT B

PROJECT LIMITS:

SECTION	S.R.	LOCATION	LENGTH
70011	501	From Dixon Blvd (M.P. 1.193) north to SR 524/Industry Rd. (M.P. 3.358)	2.165
70014	519	From Cocoa/Rockledge City limits at Rosa L. Jones Dr. (M.P. 4.163) to SR 520 (M.P. 4.604)	0.441
70020	5	From Cocoa/Rockledge City limits (M.P. 20.545) to North Cocoa City Limits Roundtree Dr. (M.P. 25.000)	4.455
70070	524	From SR 520 (M.P. 0.000) (West of I-95) to the southern most ramps from SR 528 onto Industry Rd. (M.P. 4.749)	4.749
70070002	524	From EB off ramp from SR 528 onto Industry Road (M.P. 0.000) to the northern most WB on ramp to SR 528 (M.P. 0.381) towards Orlando NEW	0.381
70100	520	Eastbound from the West City limits (M.P. 7.821) to the West end of the Hubert Humphrey Bridge (M.P. 9.348)	1.527
70100001	520	Westbound from West end of the of the Hubert Humphrey Bridge to King Street	0.566 NEW

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

INC.	ACTIVITY	DESCRIPTION
☐	433	**Sodding:** Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	**Seeding, Fertilizing and Mulching:** Seeding, fertilizing, and mulching of the roadside.
☐	436	**Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical):** Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	**Clean Drainage Structures:** Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	**Concrete Sidewalk Repair:** Repair or replacement of existing sections of concrete sidewalk.
☐	461	**Roadside Ditches – Clean and Reshape:** Cleaning and reshaping of ditches other than outfalls.
☒	471	**Large Machine Mowing:** Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	**Slope Mowing:** Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	**Small Machine Mowing:** Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☒	487	**Manual Weed Control**: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☐	490	**Fertilizing:** Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	**Tree Trimming & Removal:** The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	**Landscaped Area Maintenance:** All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	**Chemical Grass and Weed Control**: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	**Storm Water Management:** To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	**Fence Repair:** To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	**Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☐	542	**Road Sweeping (Manual):** To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	**Road Sweeping (mechanical):** Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	**Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk.
☐		
☐		
☐		

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-406

File ID:	21-406	**Type:**	Resolution	**Status:**	Multi-Year Contract
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/25/2021
Subject:				**Final Action:**	

Title: Approve the fourth amendment to Bid # B-19-05-COC for contract mowing with U.S. Lawns of Brevard in the amount of $2,785 to add fifteen (15) additional mowing cycles to the Harry T. Moore Center. Approve a Resolution authorizing the City Manager to approve future contract amendments for contingency change orders not to exceed $10,000 in total.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	US Lawns_4th Amendment (Harry T Moore Center) -signed.pdf, Resolution Contigency.docx	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	fmirabito@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Finance Department – Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

May 18, 2021

US Lawns of Brevard
374 Commerce Pkwy.
Rockledge, FL 32955

Attn: Brandon Silverstein

Reference: FOURTH Amendment: Mowing & Maintenance Renewal Notice B-19-05-COC

Dear Mr. Silverstein:

The City of Cocoa has requested and agreed with the additional service areas listed herewith to be added to the original contract award, which your organization has provided pricing. Please complete the attached 4th Amendment to Purchase Agreement form if, your corporation agrees to renew with the City of Cocoa.

Should you have any questions, or require additional information please contact Heath Hancher at 321-433-8833 or hhancher@cocoafl.org. Please return a signed copy of the Amendment to Purchase Agreement to the address listed above no later than **May 21, 2021.** We look forward to hearing from you.

Sincerely,

Heath Hancher – PmP, CPPM
Purchasing / Contracts Division Manager

c: Kennethray Terrell, Grounds Supervisor
Bryant Smith, Public Works Director

Enclosure

AMENDMENT TO PURCHASE AGREEMENT
4th AMENDMENT
BID NO. B-19-05-COC

This FOURTH Amendment to the purchase agreement for **Mowing & Maintenance of City Areas** is made and entered into as of May 18, 2021 by and between the **City of Cocoa** and **US Lawns of Brevard, 374 Commerce Pkwy., Rockledge, Florida 32955.**

The original agreement entered into on October 1, 2018, is hereby also amended to add the following additional service areas listed below. Upon City Manager approval all parties agree herewith to the changes and work set forth to begin under said amendment effective immediately.

WHEREAS said final extension of said Agreement shall expire on September 30, 2021 with no further renewals available.

Areas added (To include other areas as needed):

Worksite(s)			**Number of Cuts**
HARRY T. MOORE CENTER	307 Blake Ave.	15 Services (7) Cuts Per U.S. Lawns proposal dtd	Annual: $2,785.00 (5) monthly installments ($557.00)

The parties here to duly execute this FOURTH Amendment to become effective as of the date and year first above written.

US LAWNS OF BREVARD

By: Brandon Silverstein
(Name) Printed

Manager
(Title)

Signature Date

CITY OF COCOA

By: Stockton Whitten .
(Name) Printed

City Manager
(Title)

Signature Date

CC: Carie Shealy, City Clerk
Bryant Smith, Director, Public Works
Kennethray Terrell, Public Works Grounds Supervisor
Heath Hancher, Purchasing / Contracts Division Manager

May 18, 2021

On behalf of US Lawns of Brevard, we appreciate the opportunity to present an annual *comprehensive landscape maintenance program.*

We have measured and evaluated your property and determined that this enclosed annual maintenance proposal will provide your property with the quality care it needs.

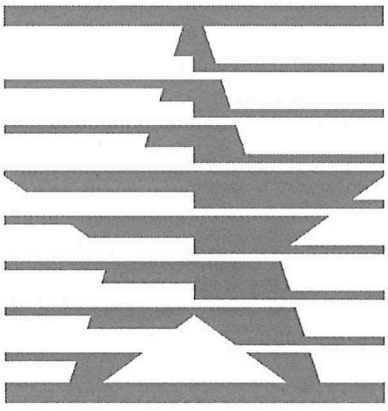
U.S. Lawns of Brevard is a locally owned professional service. We strive to give quality care to our clients by providing:

* **THOROUGH** and **METICULOUS** property maintenance
* **A *Drug-free* TRAINED AND UNIFORMED** service staff
* **FULL INSURANCE** coverage on our employees while on your property
* **REGULAR SITE INSPECTIONS** with property representatives
* **PROMPT RESPONSE** to your needs and concerns
* An agreement **TAILORED** to your specifications, outlining our service and pricing
* Compliance with all **STATE AND FEDERAL** laws
* Compliance with all **OSHA** standards
* ***FLORIDA GREEN INDUSTRIES*** *certified*

We feel confident that, given the opportunity, we will meet your expectations. If you have any questions regarding the following proposal, please do not hesitate to call.

Sincerely,

Brandon Silverstein
US Lawns of Brevard
321-636-0655 Office
321-806-3957 Fax
321-863-7697Mobile



City of Cocoa
Harry T Moore

Prepared by

Brandon Silverstein
US Lawns of Brevard
321-636-0655 Office
321-806-3957 Fax
321-863-7697Mobile

The U.S. Lawns *comprehensive landscape maintenance* program consists of the following services.

1. A total of 15 services.
    a. Litter removal in the turf and bed areas shall be performed during each maintenance visit. This excludes leaf fall pickup, insect damage, and excess leaves from drought conditions from parking areas, sidewalks, pools, etc. Any excess litter or debris will be brought to the attention of the Client and may result in an additional charge for removal.
2. The edging of all walk and curb areas in concurrence with each mowing.
3. The edging of all plant beds in concurrence with every other mowing or as inspection requires.
4. The weeding of all plant beds as often as plant health and the highest level of order requires.
5. The shearing of qualifying shrubs and hedges once per month to maintain desired shape and appearance.
6. The power clipping of grass areas inaccessible to our mowing machinery.
7. The air blowing of all walks and paved areas littered in the maintenance process.
9. U.S. Lawns assumes responsibility for any and all damage, including irrigation components, which occur as a result of the maintenance process.
10. Addition to PO 75634 (7) Cuts
    a. This proposal is for 15 additional Cuts
11. This proposal has addition of shrub and bed care.

ADDITIONAL SERVICES WILL BE INCLUDED IN MONTHLY SERVICE IF MARKED BELOW

Fertilization and Insect Control of Turf: Cost per application: # applications per year: Total cost per year:	 $00.00 #6 $00.00	***NOT INCLUDED***
Fertilization and Insect Control of Trees/Shrubs: Cost per application: # applications per year: Total cost per year:	 $00.00 #3 $.00	***NOT INCLUDED***
Installation of Mulch: Cost per yard: # yards per installation: Total cost per installation: # installations per year: Total cost per year: Mulch Application type 1" 2" 3" Whole Property Selected Areas	 $ .00 # $.00 #1 $.00	***NOT INCLUDED***
Installation of Annuals: Cost per annual: # annuals per installation: Cost per installation: # installations per year: Total cost per year:	 $ .00 # $ # $	***NOT INCLUDED***
Trimming of Palms: Cost per tree: # palms per trimming: Cost per trimming: # trimmings per year: Total cost per year:	 $.00 # $.00 #1 $.00	***NOT INCLUDED***
Operation and Inspection of Irrigation System: Cost per inspection: # inspections per year: Total cost per year:	 00.00 # 12 $00.00	***NOT INCLUDED***

Payment Terms

U.S. Lawns of Brevard agrees to maintain **City of Cocoa** in the manner prescribed, for a total annual amount of **($2,785.00),** payable in (5) monthly installments of **($557.00)** due on the first day of the month following the month of service. A service charge of 11/2% per month will be added to all balances not paid within 30 days of invoice. This represents an annual rate of 18%. (Contract Date May – September)

This annual agreement shall commence on _____ and renew annually on the anniversary date. The parties agree that either party may terminate this agreement with cause upon 30 days written notice to the other party. Upon termination of this contract, all prorated monies for services and hours that have already been rendered shall become immediately due and payable. Should it become necessary for U.S. Lawns to pursue collections of outstanding amounts due, Client agrees to pay attorney fees, court costs, interest, and all expenses incurred in said collection efforts.

For the convenience of the Client only, the monthly charge under this Agreement is the sum of the total charge for all work performed under the Agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this Agreement is terminated early by either party, U.S. Lawns is entitled to recover their unrecovered costs incurred through termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of the termination. Substantial portions of the work for the year may be performed in the heavy growing months of each year of the Agreement including potentially significant mobilization costs in start-up.

TERMINATION

This agreement may be terminated by the Client for non-performance of U.S. Lawns upon thirty (30) days written notice. U.S. Lawns shall be entitled to cure any deficiencies of performance within ten (10) business days of being notified of deficiencies. If U.S. Lawns corrects the deficiency identified in the written notice within ten (10) business days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within ten (10) business days and U.S. Lawns commences a good faith effort to correct the deficiency within ten (10) business days of receipt of notice, the grounds for termination shall be deemed cured. If U.S. Lawns fails to correct any deficiencies or remedy good faith effort for the items listed in the termination notice, the Agreement shall be terminated thirty (30) days from the date U.S. Lawns receives the original termination notice. In the event the Client fails to make payments as set forth in this Agreement, U.S. Lawns is entitled to discontinue services.

LIABILITY - U.S. Lawns is not responsible for the condition of the landscape due to drought, freeze, irrigation deficiencies, storm damage, other acts of God, or regulations imposed by governing authorities. U.S. Lawns assumes no liability for damages or consequential damages caused by conditions beyond our control. It is understood and agreed that U.S. Lawns is not liable for any damage that is not caused by the negligence of U.S. Lawns, its agents or employees. U.S. Lawns shall be notified and have the option to inspect any damage assumed to have been caused by them to any persons or property prior to any repairs being

completed. If any repairs occur prior to such notification and/or inspection, U.S. Lawns will not be responsible to reimburse Client for any costs associated.

Respectfully submitted by:
U.S. Lawns of Brevard

Brandon Silverstein
Manager

Date: 5/20/2021

Approved and accepted for:
City of Cocoa

By: _____
Board Representative/ Property

Date: 5/27/2021

RESOLUTION NO. 2021-052

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 CONTRACT RELATED TO BID # B-19-05-COC FOR CONTRACT MOWING WITH U.S. LAWNS OF BREVARD IN THE AMOUNT OF $216,014.40 INCLUSIVE OF A $10,000 CONTIGENCY SET ASIDE FOR CHANGE ORDERS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, 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 related to Bid # B-19-05-COC for contract mowing with U.S. Lawns of Brevard in the amount of $216,014.40 inclusive of a $10,000 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B). Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of June 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-417

File ID:	21-417	**Type:**	Ordinance	**Status:**	Public Hearing
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	06/03/2021
Subject:				**Final Action:**	

Title: Consideration of 1st reading (Ord. 09-2021) for a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one parcel (0.6 acres) from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse) as depicted on Exhibit A.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Ordinance 09-2021 Rezoning Gem Industries Brevard IU to M1.pdf, Location Map - Rezone.pdf, Legal Ad Proof - Rezone - Gem Industries.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	abernard@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

ORDINANCE NO. 09-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF AN APPROXIMATELY 0.60 ACRE PARCEL OF REAL PROPERTY, LOCATED NORTHWEST OF THE INTERSECTION OF STATE ROAD 520 AND COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY IU (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

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

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County IU (Light Industrial) to M-1 (Light Industrial and

Warehouse 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, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2021.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

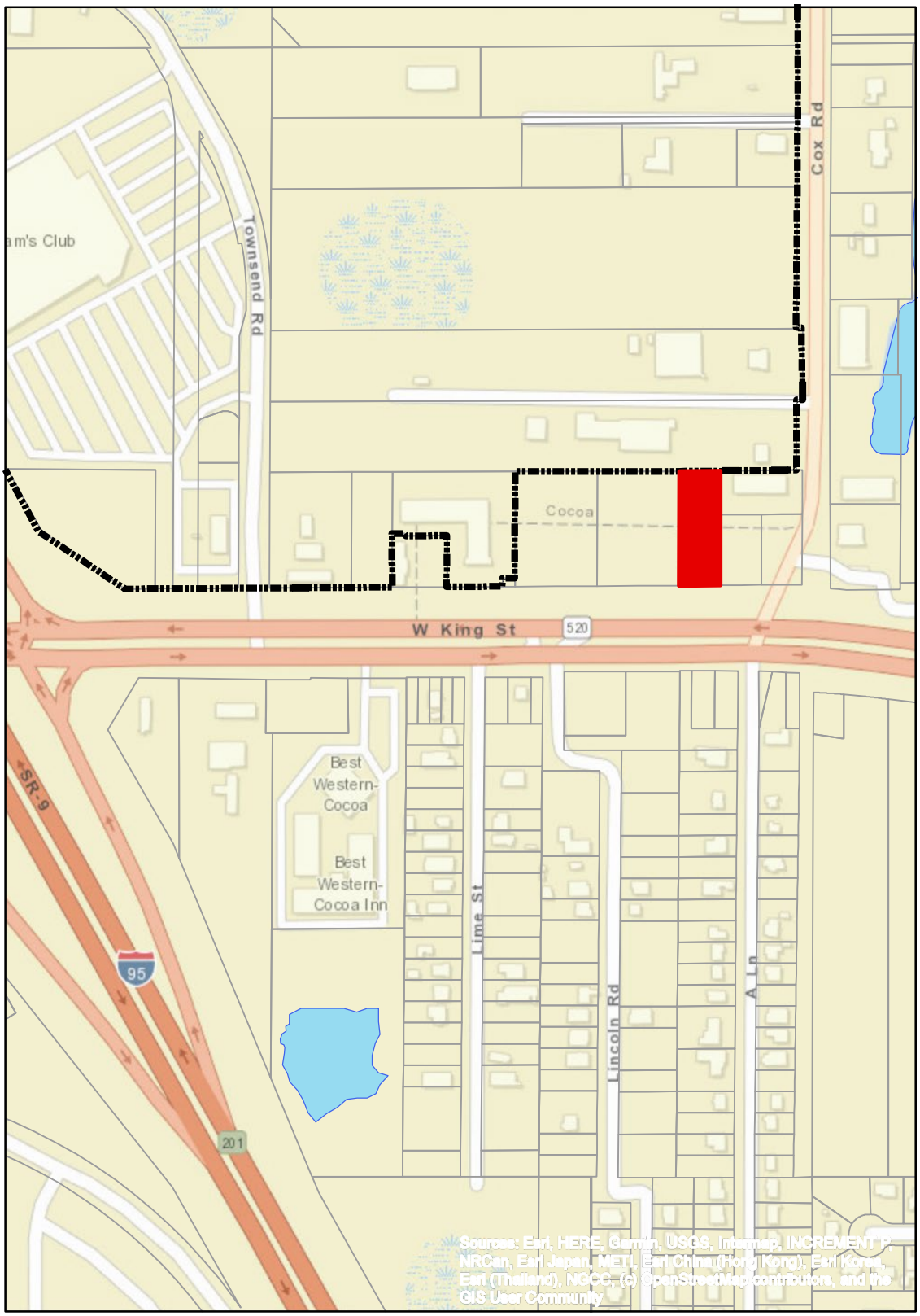
EXHIBIT A

Legal Description of Real Property

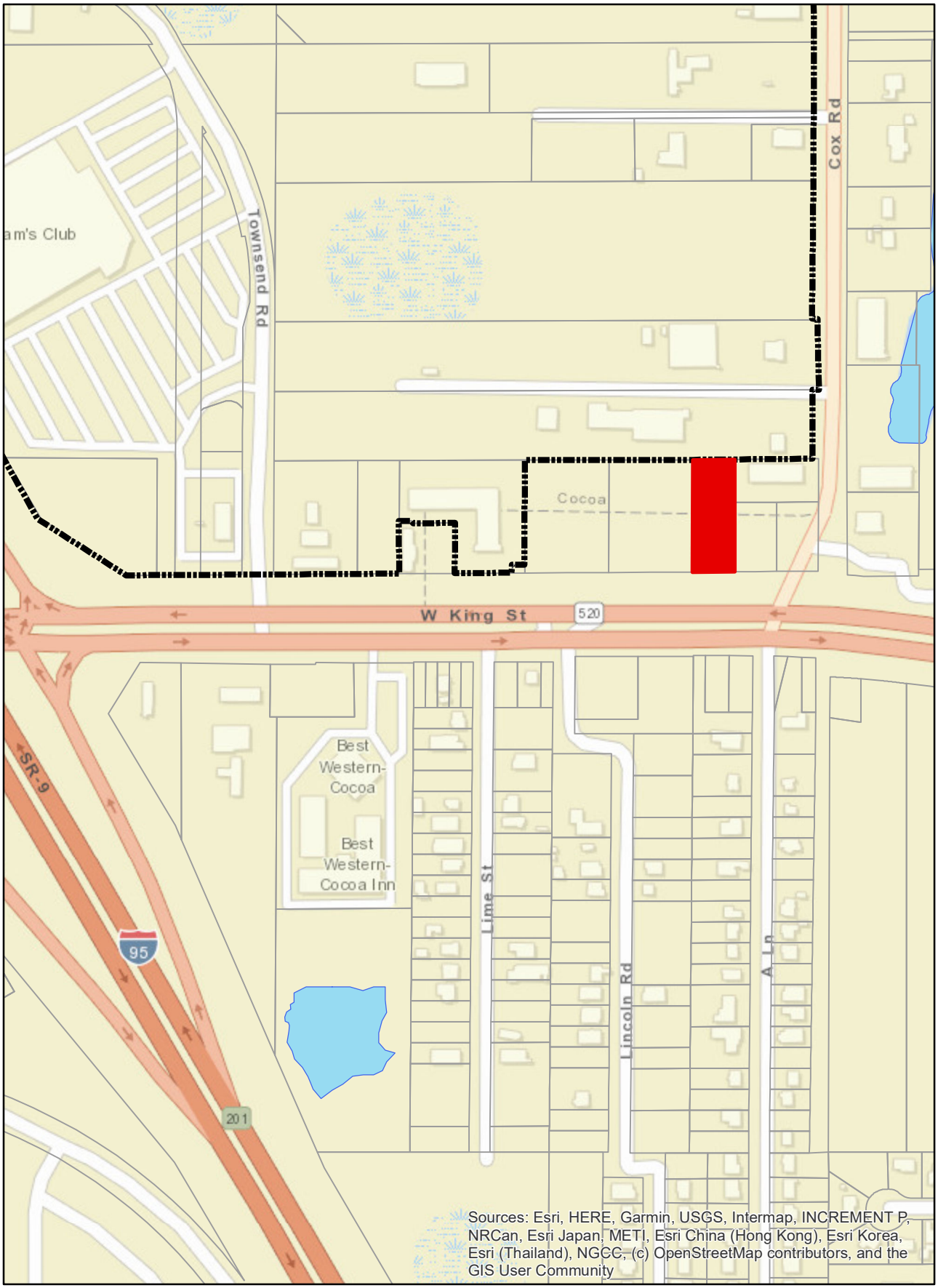
A parcel of land lying in the South ½ of the South 1/2 of the SE¼ of the SE¼ of Section 26, Township 24 South, Range 35 East, Brevard County, Florida, said parcel is bonded on the North by the lands descried in Official Records **Book** 7971 at Page 1279, bounded on the South by KING STREET (STATE ROAD 520), bounded on the West by Official Records Book3162 at Page 4879, bounded on the East by Official Records Book 6114 at Page 2685 and bounded on the East (also) by Official Records Book 5904 at Page 2647, all of the Public Records of Brevard County, the same being more particularly as follows:

TO WIT

Begin at the Northwest corner of the lands described in the aforesaid Official Records Book 6114 at Page 2685, the same point lies on the South line of the lands described in Official Records Book 7971 at Page 1279; thence run S 89'27'49" W along the South line thereof for 99.96 feet to the Northeast corner of the lands described in Official Records Book 3162 at Page 4879; thence run S 00'00'02"W along the East line thereof for 267.70 feet to a point on the North right of way line of KING STREET (STATE ROAD 520); thence run S 89'55'02" E along the North line thereof for 100.03 feet to the Southwest corner of the lands described in Official Records Book 5904 at Page 2647; thence run N 00'01'51" W along the West line thereof for 165.78 feet to the Southwest corner of the lands described in Official Records Book 6114 at Page 2686; thence run N 00'01'51" W along the West line thereof for 103.00 feet to the Point of Beginning


Townsend Rd
Cox Rd
Cocoa
W King St
520
Best Western-Cocoa
Best Western-Cocoa Inn
Lime St
Lincoln Rd
A Ln
SR 9
95
201
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

4050 W. King Street (SR520)



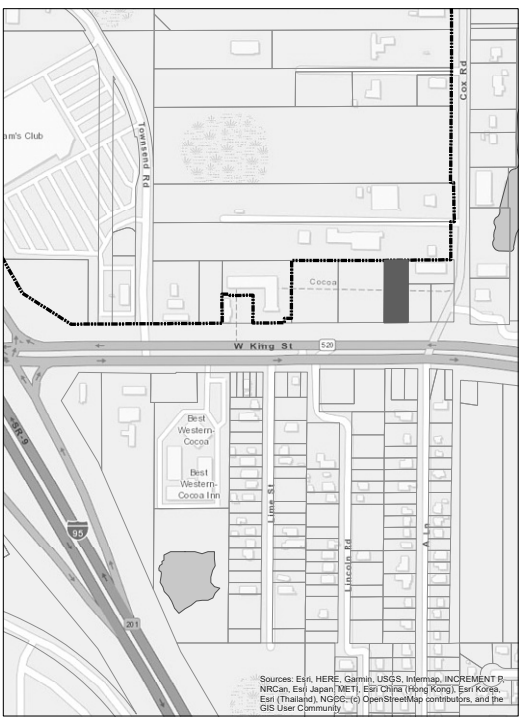
CITY OF COCOA
NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING REZONING ORDINANCE,
INITIATED BY APPLICANT GEM INDUSTRIES, INC.:**

Ordinance No. 09-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF AN APPROXIMATELY 0.60 ACRE PARCEL OF REAL PROPERTY, LOCATED NORTHWEST OF THE INTERSECTION OF STATE ROAD 520 AND COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY IU (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

4050 W. King Street (SR520)



**PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
WILL HEAR THESE ITEMS ON:**

JUNE 2, 2021

CITY COUNCIL WILL CONSIDER THESE ITEMS ON:

JUNE 8, 2021 AND JUNE 22, 2021

**ALL HEARINGS WILL BE AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL**

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

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

The PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

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

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

Special Information for Quasi-Judicial Hearings:
Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Dodie Selig, P and Zoning Manager, at (321) 433-8510 or dselig@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witne ould be identified and all evidentiary documents and exhibits that are intended to be distributed to the P&Z/LPA and City Council should be submitted to Ms. Selig via email or mail at least three (3) days prior to the hearing.

FT-GCI0650589-01

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-362

File ID:	21-362	**Type:**	Resolution	**Status:**	City Business
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/07/2021
Subject:				**Final Action:**	

Title: Council approval to execute the amended Transportation Impact Fee Trust Fund Disbursement Agreement between Brevard County and the City of Cocoa for the release of $15,000 of Central Mainland TIFT Funds for the design of the Aurora Street Sidewalk Project. Approve a Resolution Amending the FY21 Budget, BAF# 21-083-A, accepting the Additional Revenue and Replenishing Funds between accounts.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Amended and Restated Aurora Stree Pedestrian Improvements clean copy JB editsver1.doc, Agreement_ Fully executed & Recorded.pdf, Budget Resolution FY 21.docx, BOCC Agenda 2-23-2021.pdf, BOCC Agenda Minutes 2-23-2021.pdf, Memo to BOCC 2-24-2021.pdf, BAF 21-083-A-PW Aurora Street (6-8-21) Agenda 21-362.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	bsmith@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

FIRST AMENDED AND RESTATED TRANSPORTATION IMPACT FEE TRUST FUND DISBURSEMENT AGREEMENT
BETWEEN
BREVARD COUNTY, FLORIDA
and
COCOA, FLORIDA

This First Amended and Restated Transportation Impact Fee Trust Fund Disbursement Agreement is made by and between **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," through its Board of County Commissioners and **COCOA, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "CITY".

WHEREAS, Chapter 62, Article V, Division 4, Sections 62-801 through 62-818 of the Brevard County Code of Laws and Ordinances as may be amended provides for the imposition of the Transportation Impact Fee and sets forth the manner and amount for collection and use of funds; and

WHEREAS, pursuant to interlocal agreement dated February 12, 1991, incorporated herein by this reference, the COUNTY and CITY have coordinated the collection of Transportation Impact Fees and participated in the process for project recommendations to the Board of County Commissioners of Brevard County, Florida; and

WHEREAS, under Chapter 62, Article V, Division 4, Sections 62-801 through 62-818 of the Brevard County Code of Laws and Ordinances and interlocal agreement, COUNTY is administrator for the Program and COUNTY is mandated to comply with various statutes, rules and regulations as to the allocation of expenditure of funds; and

WHEREAS, COUNTY is desirous of disbursing TIFT Funds to CITY and as administrator for the Program, COUNTY desires to obtain the assurances from CITY and CITY so assures COUNTY, that CITY will comply with all state and local statutes, rules and regulations and applicable codes and regulations relating to the Project(s) and the Program, as a condition precedent to the release of such funds to CITY; and

WHEREAS, the parties previously executed a Transportation Impact Fee Trust Fund Disbursement Agreement dated November 10, 2020 which was recorded in the official records of Brevard County at OR/Book 8971 and Page 2387; and

WHEREAS, the parties now desire to amend and restate the terms of that Transportation Impact Fee Trust Fund Disbursement Agreement in order to amend the amount of funding for the Project as more particularly contained herein; and

WHEREAS, this First Amended and Restated Transportation Impact Fee Trust Fund Disbursement Agreement amends, restates and replaces entirely the Transportation Impact Fee Trust Fund Disbursement Agreement dated November 10, 2020.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

ARTICLE 1. RECITALS.

1.1 The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

ARTICLE 2. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

2.1 ASSURANCES: means those assurances made by CITY to COUNTY specifically set forth in this Agreement.

2.2 IMPACT FEE PROGRAM OR PROGRAM: means the Transportation Impact Fee Program as contained in Chapter 62, Article V, Division 4, Sections 62-801 through 62-818 of the Brevard County Code of Ordinances of Brevard County, Florida, as may be amended.

2.3 INTERLOCAL AGREEMENT: means the Agreement between Brevard County, Florida, and the City of Cocoa, Florida, dated February 12, 1991, providing for participation in the Brevard County Transportation Impact Fee Program.

2.4 PROGRAM INTEREST: means the interest generated from TIFT funds after receipt by CITY.

2.5 PROJECT(S): means the project or projects set forth in Article 3 hereof, and Exhibit "A" entitled "Project Description".

2.6 TIFT FUNDS: means the Transportation Impact Fee Trust and the monies given to CITY pursuant to the terms of this Agreement.

ARTICLE 3. PROJECT(S). CITY hereby agrees to provide and implement the following eligible Project(s):

3.1 Design of pedestrian improvements and associated stormwater improvements along Aurora Street from State Road 520 to Jackson Street in the City of Cocoa at a cost of $65,000.00. Project(s) is (are) more specifically described and set forth in Exhibit "A", attached hereto and by this reference made a part hereof. Payment shall be made from the Central Mainland TIFT Fund.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT.

4.1 The amount payable by COUNTY under this Agreement shall be $65,000.00.

4.2 Following the execution of this Agreement, the COUNTY Planning and Development Department Director or designee shall provide written notice to the COUNTY Finance Department for the disbursement of TIFT Funds in the amount of $65,000.00.

ARTICLE 5. RECORDS.

5.1 The COUNTY and the CITY shall have the reciprocal right to review the records of the other as to receipt, allocation and expenditure of Impact Fees, including records as to bid awards and purchase orders. All such inspections shall be made upon reasonable notice and at a reasonable time and place. Upon a request to review or obtain copies of records by one party to the other hereunder, the party responding to a request for review shall furnish assistance as well as copies of appropriate records for the project to the requesting party.

5.2 CITY hereby agrees to maintain books, records and documents in accordance with standard accounting procedures and practices of the CITY which sufficiently and properly reflect all expenditures of funds provided by COUNTY under this Agreement.

5.3 If CITY has awarded a contract to an independent contractor to perform Project(s) services, CITY shall submit to COUNTY, if requested, a certified copy of the contractor's invoices stating the services rendered and the date the services were rendered specifically identifying TIFT Funds used.

5.4 CITY agrees to furnish to the COUNTY Planning and Development Department Director, status reports on November 1 of each year identifying the interest accrued, the expenditures to date and the project progress.

ARTICLE 6. ASSURANCES.

6.1 CITY hereby agrees to comply with all state and local laws, ordinances, and codes and regulations applicable to the expenditure of the TIFT Funds. Any conflict or inconsistency between state or local guidelines and regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

6.2 CITY agrees to expend TIFT Funds allocated to the Project(s) by the expiration date in Article 8. An administrative extension, if requested prior to expiration, may be granted by the COUNTY Planning and Development Department Director for a period not to exceed one hundred eighty days if just cause is shown.

6.3 CITY agrees to complete each project identified in this Agreement. In the event TIFT Funds are not sufficient, the CITY may submit to the COUNTY a request for additional revenue from the TIFT Funds. However, if additional revenue is not

provided pursuant to that request, the City agrees to utilize its independent resources to complete project.

6.4 CITY hereby agrees that if it has directly and knowingly caused any funds to be expended in violation of the Agreement, it shall be responsible to refund such monies in full to COUNTY.

6.5 CITY agrees to return to the Department the unexpended TIFT Funds no later than sixty days following the expiration date in Article 8 or within sixty days following the expiration of an administrative extension under Section 6.3, if applicable, along with a completed Form B, attached hereto and by this reference made a part hereof. This section shall not require the CITY to return to the COUNTY custody or control of any TIFT Funds which have been contractually committed for expenditure by the CITY within a six-year time frame from the date of impact fee payment, but are yet unpaid, or funds the CITY's use of which is an issue in any pending litigation involving the CITY. An administrative extension for the return of funds, if requested prior to the sixty-day expiration period, may be granted by the COUNTY Planning and Development Department Director for a period not to exceed sixty days, if just cause is shown.

6.6 Program interest generated as a result of receipt of TIFT Funds may be retained by CITY, provided that this interest shall be added to TIFT Funds committed to the Project(s) by the CITY and used in conjunction with the original allocation to further the eligible project objective. Expenditure of program interest is subject to the terms of this Agreement with Brevard County. Any remaining interest generated in a contract period if not expended for the approved Project(s) shall be returned to COUNTY and shall be placed back in TIFT account for benefit of the South Mainland within the time periods provided in Section 6.6.

6.7 CITY hereby agrees and understands that all funding authorization through a TIFT Fund shall be used only for eligible activities specifically outlined in this Agreement. Revenues shall not be utilized for correcting deficiencies. Revenues shall be utilized to fund the future capacity components for transportation facilities identified in Exhibit "A". All expenditures shall be consistent with the Interlocal Agreement dated February 12, 1991.

6.8 CITY hereby agrees to submit to the COUNTY Planning and Development Department within sixty (60) days of the completion of each Project(s), as set out in Article 3, a complete financial accounting of all its Project(s) activities, as provided on Exhibit "B", attached hereto and by reference made a part hereof.

ARTICLE 7. INDEMNIFICATION.

7.1 CITY, to the extent allowed by law, will at all times hereafter indemnify and hold harmless, COUNTY, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs and expenses,

accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the CITY's performance under this Agreement or the CITY's failure to perform any obligation or undertaking as set forth in this Agreement. The CITY acknowledges that specific consideration has been given for this indemnity provision.

ARTICLE 8. TERM OF AGREEMENT.

8.1 This Agreement shall commence on the day the COUNTY Planning and Development Director provides written Notice to COUNTY Finance Department for the disbursement of TIFT Funds and shall terminate on September 30, 2024.

ARTICLE 9. TERMINATION.

9.1 If, through any cause, CITY fails to commence work on the project, or fails to fulfill in timely and proper manner its obligations under this Agreement, or if CITY shall violate any of the covenants, agreements, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement and may require the return of funds expended or committed for expenditure in violation of this agreement by giving written notice to CITY of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If just cause is shown prior to termination, the COUNTY Planning and Development Department Director may specify in writing the actions that must be taken by CITY and a reasonable date for compliance; as a condition to avoid termination. In no event can the Agreement term be extended beyond the periods provided in this Agreement without amendment to the Agreement executed by both parties.

9.2 In the event of termination, upon request by the COUNTY, copies of all finished or unfinished documents, data studies, surveys, drawings, maps, models, reports prepared, and any other like documents secured by CITY with TIFT Funds under this Agreement shall be provided to COUNTY.

9.3 In the best interests of the program and in order to better serve the people in the impact fee districts and fulfill the purposes of the Act, either party may terminate this Agreement upon giving thirty days' notice in writing of its intent to terminate, stating its reasons for doing so. In the event CITY or COUNTY terminates the Agreement, CITY shall refund COUNTY, all unexpended and unencumbered TIFT Funds received and interest accrued therefrom.

ARTICLE 10. INDEPENDENT CONTRACTOR.

10.1 CITY is an independent contractor under this Agreement. Services provided by CITY are subject to supervision by CITY and employees or service providers shall not be deemed officers, employees, or agents of Brevard County.

10.2 Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CITY, which shall not conflict with COUNTY, or state rules or regulations relating to the use of TIFT Funds.

ARTICLE 11. ALL PRIOR DISBURSEMENT AGREEMENTS SUPERSEDED.

11.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the disbursement matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written regarding disbursements unless specifically incorporated into this agreement by writing. This Agreement does not supersede Interlocal Agreement dated February 12, 1991 as amended from time to time.

ARTICLE 12. NOTICES.

12.1 Notice under this Agreement shall be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this article.

COUNTY: Director
Planning and Development Department
2725 Judge Fran Jamieson Way
Viera, FL 32940

CITY: City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

ARTICLE 13. AMENDMENTS.

13.1 COUNTY may amend this Agreement, if required by legislation, to conform with mandates in state guidelines, directives, and objectives relating to the use of TIFT Funds. Such amendments shall be incorporated by written amendment as a part of this Agreement and the Chair of the Board of County Commissioners shall have the authority to execute any amendment contemplated under this section. Such amendment will not affect specific activities commenced under this agreement prior to amendment which were in compliance at the time of commencement. CITY shall be notified pursuant to Article 12 and such notification shall constitute an official amendment. No other modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE 14. CONFLICT OF INTEREST.

14.1 CITY covenants that no person who presently exercises any functions or responsibilities in connection with the Project(s) has any personal financial interest, direct or indirect, in the Project(s) during this tenure which would conflict in any manner or degree with the performance of this Agreement, and that no person having any conflicting interest shall be employed or subcontracted. Any possible conflicting interest on the part of CITY or its employees shall be disclosed in writing to the Planning and Development Department.

ARTICLE 15. SEVERABILITY.

15.1 If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from this Agreement without affecting the binding force of the remainder of the Agreement.

ARTICLE 16. GOVERNING LAW.

16.1 This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

ARTICLE 17. VENUE.

17.1 Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

ARTICLE 18. ATTORNEY'S FEES.

18.1 In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the last day written below.

ATTEST:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Rachel M. Sadoff, Clerk

_____
Rita Pritchett, Chair

As approved by the Board of County Commissioners on August 25, 2020.

ATTEST:

CITY OF COCOA, FLORIDA

_____
Carie Shealy, City Clerk

_____
Jake Williams, Mayor

Date:_____, 2021

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____day of _____, 2021 byRita Pritchett, Chair of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or produced _____ as identification and who did take an oath.

_____
NOTARY PUBLIC - State of Florida
My commission expires:

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____day of _____, 2021 by Jake Williams, Mayor of the City of Cocoa, Florida, who is personally known to me or produced _____ as identification and who did take an oath.

_____
NOTARY PUBLIC - State of Florida
My commission expires:

EXHIBIT "A"

PROJECT(S) DESCRIPTION

The project to be funded by this disbursement agreement is:

This project encompasses all engineering related design work necessary to construct pedestrian improvements along Aurora Street from State Road 520 to Jackson Street and specifically includes the design of all necessary stormwater improvements to implement the pedestrian improvements.

From Central Mainland TIFT Fund.

EXHIBIT "B"

FINAL ACCOUNTING FOR PROJECT

Project Name: Aurora Street Pedestrian Improvements
From Central Mainland TIFT Fund

Date	**Activity**	**Check #**	**Impact Fee Deposit**	**Project Expense**	**Program Interest**	**Unexpended funds**
00/00/00						
Totals						

* Based on SBA Interest Rate applicable to each month.

CFN 2021001606, OR BK 8971 Page 2387, Recorded 01/05/2021 at 01:57 PM Rachel M. Sadoff, Clerk of Courts, Brevard County

TRANSPORTATION IMPACT FEE TRUST FUND
DISBURSEMENT AGREEMENT
BETWEEN
BREVARD COUNTY, FLORIDA
and
CITY OF COCOA, FLORIDA

This Agreement is by and between **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," through its Board of County Commissioners and **CITY OF COCOA, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "CITY".

WHEREAS, Chapter 62, Article V, Division 4, Sections 62-801 through 62-818 of the Brevard County Code of Laws and Ordinances as may be amended provides for the imposition of the Transportation Impact Fee and sets forth the manner and amount for collection and use of funds; and

WHEREAS, pursuant to interlocal agreement dated February 12, 1991, incorporated herein by this reference, the COUNTY and CITY have coordinated the collection of Transportation Impact Fees and participated in the process for project recommendations to the Board of County Commissioners of Brevard County, Florida; and

WHEREAS, under Chapter 62, Article V, Division 4, Sections 62-801 through 62-818 of the Brevard County Code of Laws and Ordinances and interlocal agreement, COUNTY is administrator for the Program and COUNTY is mandated to comply with various statutes, rules and regulations as to the allocation of expenditure of funds; and

WHEREAS, COUNTY is desirous of disbursing TIFT Funds to CITY and as administrator for the Program, COUNTY desires to obtain the assurances from CITY and CITY so assures COUNTY, that CITY will comply with all state and local statutes, rules and regulations and applicable codes and regulations relating to the Project(s) and the Program, as a condition precedent to the release of such funds to CITY.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

ARTICLE 1. RECITALS.

1.1 The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

ARTICLE 2. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

2.1 ASSURANCES: means those assurances made by CITY to COUNTY specifically set forth in this Agreement.

2.2 IMPACT FEE PROGRAM OR PROGRAM: means the Transportation Impact Fee Program as contained in Chapter 62, Article V, Division 4, Sections 62-801 through 62-818 of the Brevard County Code of Ordinances of Brevard County, Florida, as may be amended.

2.3 INTERLOCAL AGREEMENT: means and refers to that agreement between Brevard County, Florida, and the City of Cocoa, Florida, dated February 12, 1991, providing for participation in the Brevard County Transportation Impact Fee Program.

2.4 PROGRAM INTEREST: means the interest generated from TIFT funds after receipt by CITY.

2.5 PROJECT(S): means the project or projects set forth in Article 3 hereof, and Exhibit "A" entitled "Project Description".

2.6 TIFT FUNDS: means the Transportation Impact Fee Trust and the monies given to CITY pursuant to the terms of this Agreement.

ARTICLE 3. PROJECT(S). CITY hereby agrees to provide and implement the following eligible Project(s):

3.1 Design of pedestrian improvements and associated stormwater improvements along Aurora Street from State Road 520 to Jackson Street in the City of Cocoa at a cost of $50,000.00. The Project(s) is (are) more specifically described and set forth in Exhibit "A", attached hereto and by this reference made a part hereof. Payment shall be made from the Central Mainland TIFT Fund.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT.

4.1 The amount payable by COUNTY under this Agreement shall be $50,000.00.

4.2 Following the execution of this Agreement, the COUNTY Planning and Development Department Director or designee shall provide written notice to the COUNTY Finance Department for the disbursement of TIFT Funds in the amount of $50,000.00.

ARTICLE 5. RECORDS.

5.1 The COUNTY and the CITY shall have the reciprocal right to review the records of the other as to receipt, allocation and expenditure of Impact Fees, including records as to bid awards and purchase orders. All such inspections shall be made upon reasonable notice and at a reasonable time and place. Upon a request to review or obtain copies of records by one party to the other hereunder,

the party responding to a request for review shall furnish assistance as well as copies of appropriate records for the project to the requesting party.

5.2 CITY hereby agrees to maintain books, records and documents in accordance with standard accounting procedures and practices of the CITY which sufficiently and properly reflect all expenditures of funds provided by COUNTY under this Agreement.

5.3 If CITY has awarded a contract to an independent contractor to perform Project(s) services, CITY shall submit to COUNTY, if requested, a certified copy of the contractor's invoices stating the services rendered and the date the services were rendered specifically identifying TIFT Funds used.

5.4 CITY agrees to furnish to the COUNTY Planning and Development Department Director, status reports on November 1 of each year identifying the interest accrued, the expenditures to date and the project progress.

ARTICLE 6. ASSURANCES.

6.1 CITY hereby agrees to comply with all state and local laws, ordinances, and codes and regulations applicable to the expenditure of the TIFT Funds. Any conflict or inconsistency between state or local guidelines and regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

6.2 CITY agrees to expend TIFT Funds allocated to the Project(s) by the expiration date in Article 8. An administrative extension, if requested prior to expiration, may be granted by the COUNTY Planning and Development Department Director for a period not to exceed one hundred eighty days if just cause is shown.

6.3 CITY agrees to complete each project identified in this Agreement. In the event TIFT Funds are not sufficient, the CITY may submit to the COUNTY a request for additional revenue from the TIFT Funds. However, if additional revenue is not provided pursuant to that request, the City agrees to utilize its independent resources to complete project.

6.4 CITY hereby agrees that if it has directly and knowingly caused any funds to be expended in violation of the Agreement, it shall be responsible to refund such monies in full to COUNTY.

6.5 CITY agrees to return to the Department the unexpended TIFT Funds no later than sixty days following the expiration date in Article 8 or within sixty days following the expiration of an administrative extension under Section 6.2, if applicable, along with a completed Form B, attached hereto and by this reference made a part hereof. This section shall not require the CITY to return to the COUNTY custody or control of any TIFT Funds which have been contractually

committed for expenditure by the CITY within a six-year time frame from the date of impact fee payment, but are yet unpaid, or funds the CITY's use of which is an issue in any pending litigation involving the CITY. An administrative extension for the return of funds, if requested prior to the sixty-day expiration period, may be granted by the COUNTY Planning and Development Department Director for a period not to exceed sixty days, if just cause is shown.

6.6 Program interest generated as a result of receipt of TIFT Funds may be retained by CITY, provided that this interest shall be added to TIFT Funds committed to the Project(s) by the CITY and used in conjunction with the original allocation to further the eligible project objective. Expenditure of program interest is subject to the terms of this Agreement with Brevard County. Any remaining interest generated in a contract period if not expended for the approved Project(s) shall be returned to COUNTY and shall be placed back in TIFT account for benefit of the South Mainland within the time periods provided in Section 6.6.

6.7 CITY hereby agrees and understands that all funding authorization through a TIFT Fund shall be used only for eligible activities specifically outlined in this Agreement. Revenues shall not be utilized for correcting deficiencies. Revenues shall be utilized to fund the future capacity components for transportation facilities identified in Exhibit "A". All expenditures shall be consistent with the Interlocal Agreement dated February 12, 1991.

6.8 CITY hereby agrees to submit to the COUNTY Planning and Development Department within sixty (60) days of the completion of each Project(s), as set out in Article 3, a complete financial accounting of all its Project(s) activities, as provided on Exhibit "B", attached hereto and by reference made a part hereof.

ARTICLE 7. INDEMNIFICATION.

7.1 CITY, to the extent allowed by law, will at all times hereafter indemnify and hold harmless, COUNTY, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the CITY's performance under this Agreement or the CITY's failure to perform any obligation or undertaking as set forth in this Agreement. The CITY acknowledges that specific consideration has been given for this indemnity provision.

ARTICLE 8. TERM OF AGREEMENT.

8.1 This Agreement shall commence on the day the COUNTY Planning and Development Director provides written Notice to COUNTY Finance Department for the disbursement of TIFT Funds and shall terminate on September 30, 2024.

ARTICLE 9. TERMINATION.

9.1 If, through any cause, CITY fails to commence work on the project, or fails to fulfill in timely and proper manner its obligations under this Agreement, or if CITY shall violate any of the covenants, agreements, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement and may require the return of funds expended or committed for expenditure in violation of this agreement by giving written notice to CITY of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If just cause is shown prior to termination, the COUNTY Planning and Development Department Director may specify in writing the actions that must be taken by CITY and a reasonable date for compliance, as a condition to avoid termination. In no event can the Agreement term be extended beyond the periods provided in this Agreement without amendment to the Agreement executed by both parties.

9.2 In the event of termination, upon request by the COUNTY, copies of all finished or unfinished documents, data studies, surveys, drawings, maps, models, reports prepared, and any other like documents secured by CITY with TIFT Funds under this Agreement shall be provided to COUNTY.

9.3 In the best interests of the program and in order to better serve the people in the impact fee districts and fulfill the purposes of the Act, either party may terminate this Agreement upon giving thirty days' notice in writing of its intent to terminate, stating its reasons for doing so. In the event CITY or COUNTY terminates the Agreement, CITY shall refund COUNTY, all unexpended and unencumbered TIFT Funds received and interest accrued therefrom.

ARTICLE 10. INDEPENDENT CONTRACTOR.

10.1 CITY is an independent contractor under this Agreement. Services provided by CITY are subject to supervision by CITY and employees or service providers shall not be deemed officers, employees, or agents of Brevard County.

10.2 Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those

of CITY, which shall not conflict with COUNTY, or state rules or regulations relating to the use of TIFT Funds.

ARTICLE 11. ALL PRIOR DISBURSEMENT AGREEMENTS SUPERSEDED.

11.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the disbursement matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written regarding disbursements unless specifically incorporated into this agreement by writing. This Agreement does not supersede Interlocal Agreement dated February 12, 1991 as amended from time to time.

ARTICLE 12. NOTICES.

12.1 Notice under this Agreement shall be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this article.

COUNTY: Director
Planning and Development Department
2725 Judge Fran Jamieson Way
Viera, FL 32940

CITY: City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

ARTICLE 13. AMENDMENTS.

13.1 COUNTY may amend this Agreement, if required by legislation, to conform with mandates in state guidelines, directives, and objectives relating to the use of TIFT Funds. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Board of County Commissioners. Such amendment will not affect specific activities commenced under this agreement prior to amendment which were in compliance at the time of commencement. CITY shall be notified pursuant to Article 12 and such notification shall constitute an official amendment. No other modification,

amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE 14. CONFLICT OF INTEREST.

14.1 CITY covenants that no person who presently exercises any functions or responsibilities in connection with the Project(s) has any personal financial interest, direct or indirect, in the Project(s) during this tenure which would conflict in any manner or degree with the performance of this Agreement, and that no person having any conflicting interest shall be employed or subcontracted. Any possible conflicting interest on the part of CITY or its employees shall be disclosed in writing to the Planning and Development Department.

ARTICLE 15. SEVERABILITY.

15.1 If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from this Agreement without affecting the binding force of the remainder of the Agreement.

ARTICLE 16. GOVERNING LAW.

16.1 This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

ARTICLE 17. VENUE.

17.1 Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury

ARTICLE 18. ATTORNEY'S FEES.

18.1 In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the last day written below.

ATTEST:

Scott Ellis, Clerk

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Bryan Andrew Lober, Chair

As approved by the Board of County Commissioners on August 25, 2020.

ATTEST:

Cane Shealy, City Clerk

CITY OF COCOA, FLORIDA

Jake Williams, Jr., Mayor

Date. November 10, , 2020

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 22 day of December, 2020 by Bryan Andrew Lober, Chair of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or produced _____ as identification and who did take an oath.

Deborah W. Thomas
NOTARY PUBLIC - State of Florida
My commission expires:

DEBORAH W. THOMAS
Notary Public - State of Florida
Commission # HH 017658
My Comm. Expires Jul 5, 2024
Bonded through National Notary Assn.

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 10 day of November, 2020 by Jake Williams, Jr., Mayor of the City of Cocoa, Florida, who is personally known to me or produced _____ as identification and who did take an oath.

NOTARY PUBLIC - State of Florida
My commission expires:

MONICA R. ARSENAULT
Commission # GG 985789
Expires June 16, 2024
Bonded Thru Budget Notary Services

EXHIBIT "A"

PROJECT(S) DESCRIPTION

This project encompasses all engineering related design work necessary to construct pedestrian improvements along Aurora Street from State Road 520 to Jackson Street and specifically includes the design of all necessary stormwater improvements to implement the pedestrian improvements.

From Central Mainland TIFT Fund.

EXHIBIT "B"

FINAL ACCOUNTING FOR PROJECT

Project Name: Aurora Street Pedestrian Improvements
From Central Mainland TIFT Fund

Date	Activity	Check #	Impact Fee Deposit	Project Expense	Program Interest	Unexpended funds
00/00/00						
Totals						

* Based on SBA Interest Rate applicable to each month.

STATE OF FLORIDA, COUNTY OF BREVARD
I HEREBY CERTIFY that the foregoing is a true copy of the original filed in this office and may contain redactions as required by law.
RACHEL M. SADOFF, Clerk of the Circuit Court
Date 1-5-2021 By _____

RESOLUTION NO. 2021-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; 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, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; 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 2020-2021 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of June, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Regular

Brevard County Board Of County Commissioners Governing Board Of The Brevard Mosquito Control District Governing Board Of The Barefoot Bay Water And Sewer District

2725 Judge Fran Jamieson Way
Viera, FL 32940
Agenda
Tuesday, February 23, 2021

If you wish to speak to any item on the agenda, please fill out a speaker card. Persons addressing the Board shall have three minutes to complete his/her comments on each public hearing agenda item for which he/she has filled out a card.

The Board of County Commissioners requests that speakers appearing under the Public Comment section of the agenda limit their comments and/or presentations to matters under the Board's jurisdiction. It is the responsibility of the Chair to determine the time limit on comments under Public Comment and other agenda items that are not Quasi-Judicial Public Hearings. In Quasi-Judicial proceedings, fifteen (15) minutes shall be allowed for applicants and five (5) minutes for other speakers.

A. CALL TO ORDER 9:00 a.m.

B. INTENTIONALLY OMITTED

C. PLEDGE OF ALLEGIANCE: Commissioner John Tobia, District 3

D. MINUTES FOR APPROVAL: November 5, 2020 Zoning; November 10, 2020 Regular

E.1. Resolution recognizing March 2021 as Hemophilia and Bleeding Disorders Awareness Month.
District 5

F. CONSENT AGENDA (The entire Consent Agenda will be passed in one motion to include everything under Section F.)

Development and Environmental Services Group

Natural Resources Management

F.1. Measuring the performance of Alternative Septic Upgrades using In-ground Nitrogen Reducing Biofilters

F.2. Sovereignty Submerged Lands Lease with Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Re: Griffis Landing

F.3. Grant Funding Request to the Florida Inland Navigation District to Further Brevard's Derelict Vessel Removal Program

Planning and Development

F.4. Final Plat and Contract Approval, Re: Savannah Landing (20FM00002) (District 2) Developer: CW-Savannah, LLC and Surrey Homes, LLC

F.5. Board Policy Review, Re: BCC-40, Waiver of Board of Adjustment Application Fees

F.6. Waiver Request, Re: Waiver of Wall Requirement for Brevard Tower Communications, Inc. (21WV00005)(District 5)

F.7. Approval RE: Transportation Impact Fee Technical Advisory Committee for the Central Mainland Benefit District Project Funding Recommendations (Districts 1, 2, and 4).

F.8. Approval Re: Request #19 for Disbursement of Educational Facilities Impact Fees (Districts 1 - 5).

Public Works Department

F.9. Approval, Re: Contract for Sale and Purchase from TRSTEL, LLC as Trustee of Sherwood Land Trust for the N-07 Lift Station Project - District 1.

F.10 Approval, Re: Resolution and Maintenance Map for a Portion of Fell Road Between Max K. Rodes Park and Minton Road - District 5.

F.11. Approval, Re: Donation of Non-Exclusive Easement for Use and Access from St. Johns River Water Management District and the Board of Trustees of the Internal Improvement Fund of the State of Florida for Basin 2258 (Eagan Ranch) - Districts 3 & 5.

Utility Services Department

F.12 Approval of lease agreement with Konica Minolta for a large format multi-function printer.

Community Services Group

Housing and Human Services

F.13. Approval, Re: Umbrella Subgrant Agreement between the Department of Economic Opportunity (DEO) and Brevard County

Library Services Department

F.14. Approval, Re: Advertise Request for Proposals for an Integrated Library System (ILS)

Parks and Recreation Department

F.15. Approval, Re: Contract with the School Board of Brevard County for the Summer Food Service Program

F.16. Approval, Re: Second Amendment to the Lease with the Brevard Veterans Council, Inc. (District 2)

Transit Services Department

F.17 Approval, Re: Federal Transit Administration Fiscal Year 2021 Certifications and Assurances

F.18. Approval, Re: Revision to FY2021 Space Coast Area Transit Section 5310 Formula Grant with Florida Department of Transportation Grant Application of February 11, 2020

Public Safety Group

Fire Rescue

F.19. Approval, Re: Mutual Aid Agreement between National Aeronautics and Space Administration, John F. Kennedy Space Center (NASA-KSC) and Brevard County

Support Services Group

Budget

F.20. Approval of Budget Change Requests

Central Services

F.21. Sale of Surplus Property Located at 1415 Walter Street, Cocoa via Bidding Process (District 2)

F.22. Conveyance of property acquired by tax escheatment deed to municipalities.

F.23. Authorization to Change Method of Selling from Bidding Process to Private Sale for Parcel 20G344116000700001600 (District 1)

Administrative Services Group

County Manager

F.24. Confirmation of Wendi Jo Bost as Library Services Director

Miscellaneous

F.25. Appointment(s) / Reappointment(s)

F.26. Resolution honoring Florida Today Reporter Dave Berman.

G. PUBLIC COMMENTS

H. PUBLIC HEARINGS

H.1. Approval Re: Second Amendment to Developer's Agreement with Benchmark Melbourne 35 Associates, Limited Partnership and the City of West Melbourne

H.2. Adoption of an Ordinance establishing the Fats, Oils and Grease (FOG) Management program by amending Chapter 110. Utilities

H.3. Petition to Vacate, Re: Part of an 18.0 ft. wide strip of land running parallel with the east Right-of-Way of Highway A1A being a portion of Official Records Book 1301, Page 38 - Section 21 Township 28 S., Range 38 E. - Melbourne Beach - Oceanfront D & M, LLC - District 3

I. UNFINISHED BUSINESS

J. NEW BUSINESS

Community Services Group

J.1. Approval, Re: Awarding Tourism Development Tax Cultural Event Funds for the 2021 Cocoa Beach Air Show

Support Services Group

J.2. Assignment of Lease Agreement RE: Complex Cafés at Brevard County Government Center-Viera and Harry T. & Harriette V. Moore Justice Center

County Manager

J.3. Speak Up Brevard

Miscellaneous

J.4. Board Discussion: Naming pavilion at Ponce de Leon Landing Park in honor of Sam Lopez

J.5. Board Consideration of Policy Requiring Certain First Responders to Be Vaccinated Against COVID-19

Add Ons

K. PUBLIC COMMENTS

L. BOARD REPORTS

L.1. Frank Abbate, County Manager

L.2. Eden Bentley, County Attorney

L.3. Rita Pritchett, Commissioner District 1, Chair

L.4. Bryan Lober, Commissioner District 2

L.5. John Tobia, Commissioner District 3

L.6. Curt Smith, Commissioner District 4

L.7. Kristine Zonka, Commissioner District 5, Vice Chair

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations or an interpreter to participate in the proceedings, please notify the County Manager's Office no later than 48 hours prior to the meeting at (321) 633-2010.

Assisted listening system receivers are available for the hearing impaired and can be obtained from SCGTV staff at the meeting. We respectfully request that ALL ELECTRONIC ITEMS and CELL PHONE REMAIN OFF while the County Commission is in session. Thank You.

This meeting will be broadcast live on Space Coast Government Television (SCGTV) on Spectrum Cable Channel 499, Comcast (North Brevard) Cable Channel 51, and Comcast (South Brevard) Cable Channel 13 and AT&T U-verse Channel 99. SCGTV will also replay this meeting during the coming month on its 24-hour video server nights, weekends, and holidays. Check the SCGTV website for daily program updates at http://www.brevardfl.gov. The Agenda may be viewed at: http://www.brevardfl.gov/Board Meetings

In accordance with Resolution 2014-219 Section VIII (8.1) the agenda shall provide a section for public comment limited to thirty (30) minutes following approval of the consent agenda during each regular County Commission meeting. The purpose of public comment is to allow individuals to comment on any topic relating to County business which is not on the meeting agenda. Individuals delivering public comment shall be restricted to a three-minute time limit on their presentation. During this thirty (30) minute segment of public comment, speakers will be heard in the order in which they turned in a speaker card asking to be heard. Any speaker not heard during the first thirty (30) minute segment will be heard during a second public comment segment held at the conclusion of business specified on the regular Commission agenda. With the exception of emergency items, the Board will take no action under the Public Comment section, but can refer the matter to another meeting agenda.

Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

Agenda Report

2725 Judge Fran Jamieson Way
Viera, FL 32940

Consent

F.7. 2/23/2021

Subject:

Approval RE: Transportation Impact Fee Technical Advisory Committee for the Central Mainland Benefit District Project Funding Recommendations (Districts 1, 2, and 4).

Fiscal Impact:

FY20/21: The transportation impact fees that will fund these project recommendations were collected prior to January 1, 2021 and are currently budgeted as Reserves for Capital Outlay in the amount of $3,478,125. If approved, $15,000.00 in Reserves will be re-budgeted as Grants and Aid to be disbursed to the City of Cocoa. The transportation impact fees collected in the City of Cocoa ($1,257,578.47), City of Rockledge ($1,214,826.56) and Town of Palm Shores ($13,236.90) will continue to be held in reserve pending identification of eligible projects.

Dept/Office:

Planning and Development Department

Requested Action:

It is requested that the Board of County Commissioners consider approval of the project funding recommendations in the amount of $215,000.00 as prepared by the Technical Advisory Committee for the Central Mainland Benefit District on February 4, 2021; and if approved, authorize the Chair to execute the Transportation Impact Fee Disbursement Agreement with the City of Cocoa; and authorize the Budget Office to execute any budget change requests necessary for implementing these appropriations.

Summary Explanation and Background:

The Technical Advisory Committee for the Central Mainland Benefit District met on February 4, 2021 and unanimously adopted the project funding recommendations itemized below. The Technical Advisory Committee for the Central Mainland Benefit District consists of one representative from the City of Cocoa, Town of Palm Shores, City of Rockledge and Brevard County.

Project Funding Recommendations:

1. Return $41,885.00 in unexpended impact fees from the Murrell Road Right Turn Lane project;
2. Return $49,687.00 in unexpended impact fees from the Holiday Springs Right Turn Lane project;
3. Return $10,893.00 in unexpended impact fees from the Murrell Road Turn Lane project;
4. Return $97,535.00 in unexpended impact fees from the Wickham Road Intelligent Transportation System project;
5. Appropriate $200,000.00 for the Wickham Road at Deer Lakes Drive Intersection Improvements

project. The project may include closure of the median on Wickham Road; construction of a turn lane on Wickham Road; or contribution towards a City of Melbourne or Developer administered project;

6. Appropriate an additional $15,000.00 for design of pedestrian improvements including associated stormwater improvements along Aurora Street from State Road 520 to Jackson Street to be administered by the City of Cocoa;
7. Reserve $1,257,578.47 for future projects in the City of Cocoa;
8. Reserve $13,236.90 for future projects in the Town of Palm Shores;
9. Reserve $1,214,826.56 for future projects in the City of Rockledge;

Clerk to the Board Instructions:

Upon approval and execution of the Transportation Impact Fee Disbursement Agreement with the City of Cocoa, Planning and Development will provide the original document to the Clerk for execution on behalf of Brevard County. The fully executed original should be returned to Planning and Development for recording in the Public Records.

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

February 24, 2021

MEMORANDUM

TO: Tad Calkins, Planning and Development Director

RE: Item F.7., Approval of Transportation Impact Fee Technical Advisory Committee for the Central Mainland Benefit District Project Funding Recommendations

The Board of County Commissioners, in regular session on February 23, 2021, approved the following project funding recommendations in the amount of $215,000 as prepared by the Technical Advisory Committee for the Central Mainland Benefit District on February 4, 2021:

- return $41,885 in unexpended impact fees from the Murrell Road Right Turn Lane Project,
- return $49,687 in unexpended impact fees from the Holiday Springs Right Turn Lane Project,
- return $10,893 in unexpended impact fees from the Murrell Road Turn Lane Project,
- return $97,535 in unexpended impact fees from the Wickham Road Intelligent Transportation System Project,
- appropriate $200,000 for the Wickham Road at Deer Lakes Drive Intersection Improvements Project, which may include closure of the median on Wickham Road, Construction of a turn lane on Wickham Road, or contribution towards a City of Melbourne or Developer Administered Project,
- appropriate an additional $15,000 for design of pedestrian improvements including associated stormwater improvements along Aurora Street from State Road 520 to Jackson Street to be administered by the City of Cocoa,
- reserve $1,257,578.47 for future projects in the City of Cocoa,
- reserve $13,236.90 for future projects in the Town of Palm Shores,
- reserve $1,214,826.56 for future projects in the City of Rockledge;

authorized the Chair to execute the Transportation Impact Fee Disbursement Agreement with the City of Cocoa; and authorized the Budget Office to execute any Budget Change Requests necessary for implementing these appropriations.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

cc: Finance
Budget

City of Cocoa Budget Adjustment Form FY 2021 - 21-083-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3510 | DATE PREPARED: 05/19/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 15,000	001-0000-337.40-01	SW21DP	Physical Environment - Aurora Street	$ 0	$ 50,000	$ 65,000	$ 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	$ 0
$ 15,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 15,000	001-3510-541.46-00		Repairs and Maintenance	$ 179,000	$ 220,871	$ 235,871	$ 5,665
$ 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
$ 15,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Reference BAF FY2021-21-028A. Funds were transfered from 46-00 to cover a portion of the short fall for the Aurora Street Sidewalk Installation project. An additional allocation of $15,000 was received from Transportation Impact Fee to help cover this short fall. This BAF is to accept the revenue from TIF and replenish the 46-00 account. Agenda 21-362.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 06/08/21 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

5/19/21	Bryant Smith Digitally signed by Bryant Smith Date: 2021.05.19 11:38:25 -04'00'	6/3/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.06.03 09:32:43 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/19/21	Bryant Smith Digitally signed by Bryant Smith Date: 2021.05.19 11:38:40 -04'00'	6/3/21	Lora Howell Digitally signed by Lora Howell Date: 2021.06.03 10:26:20 -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 #: _____

Revised 07/13

Revised eform 9/18/20 - IT