City of Cocoa

65 Stone Street
Cocoa, FL 32922

Special Meeting Agenda

Tuesday, June 4, 2024

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 24-324 Approval of the City Council Meeting Agenda for June 4, 2024 as written or with amendments.

Attachments: 06-04-2024 Short Agenda.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 **24-312** Approve a Resolution Amending the FY24 Budget, BAF#24-091A and Accept the 2024-2025 round one award of the Florida Local Government Cybersecurity Grant, a State of Florida funded grant, for cybersecurity services and capabilities. The contents of this grant award are confidential and not for public release per F.S. 119.0725.

Attachments: CONFIDENTIAL - 24-25 Round 1 Award Letter_City of Cocoa_V2.pdf
Internal Grant Application Form - Completed.pdf
Budget Resolution FY 2024-051ADA Compliant.docx
BAF 24-091-A-IT-Cybersecurity Grant (6-4-24) Agenda 24-312.pdf

V.2 24-319 Approve the KABOOM grant application of $50,000 for the planning and installation of handicap-accessible playground equipment at Provost Park.

Attachments: KABOOM-community-built-playgrounds-summary-June-2021.pdf
Internal Grant Application - FY 23 Rev - eForm.pdf

V.3 24-330 Authorize an amendment to the Construction Agreement between the City of Cocoa and Patriot Response Group for modifications to the Scope of Work at 1058 Grove Avenue, a State Housing Initiative Program (SHIP) funded project in the amount of $12,200.00, bringing the total cost of the project to $86,831.00; and authorize a Contingency Resolution not to exceed 10% for any future change orders during the project. Authorize the City Manager to sign the contract amendment and execute any subsequent change orders on the project.

Attachments: B-24-07-COC 1058 Grove Ave - CONSTRUCTION AGREEMENT SHIP_Fully E
Initial BID-Patriot 2024-05-30-11-17-57.pdf
REVISED SCOPE.pdf
B-24-07-COC-001 Construction Change Order.docx
Resolution 2024-050 - Project Contingency - Patriot Response Group - Constru

V.4 24-196 To Approve a Resolution Amending the FY24 Budget (BAF#24-079-T) in the Amount of $310,121.00 for Duke Energy Services; To Authorize the City Manager to Execute Contract Amendment #2 of the Duke Premier Power Contract upon Approval of the Final Contract Amendment Language by the City Attorney and the City Manager; To Authorize the City Manager to Pay $130,120.23 for Generator Services Rendered

Attachments: DUKE OTH-0024243 City of Cocoa.pdf
Premier Power Service Contract - Fully Executed 02-26-2020).pdf
Premier Power Service Contract - Amendment # 1 (05_03_2021).pdf
Budget Resolution FY 2024- 052 ADA Compliant.docx
BAF 24-079-T-UT-Duke Power_Generator Fuel_Repairs (06-04-24) Agenda 24-

MULTI-YEAR CONTRACTS:

VI. PUBLIC HEARINGS:

VI.1 24-329 Consideration of Second and Final Reading of a Land Development Code Amendment to Chapter 18, Subdivisions, to create a new Article VII, Lot Splits and Boundary Line Adjustments, and to make certain other amendments to Chapter 18 as necessary to effectuate the new Article VII; providing amendments to the City's subdivision application requirements and processing procedures for Preliminary and Final Plats; altering the requirements for posting security to ensure completion of public improvements prior to Final Plat Approval; amending processing procedures for site plans processed concurrently with plat applications; eliminating specific procedures related to flag lots; changing staff designations; and providing for the repeal of prior inconsistent ordinances and resolutions.

Attachments: Ordinance 06-2024 - Establishing Lot Split Process and Amending Subdivision I
6-2024 Business Impact Estimate Cocoa.docx
10206738.pdf

VII. COUNCIL BUSINESS:

VII.2 24-307 Approve the current Code Enforcement Lien for the property located at 3629 E Malory Ct., be reduced to $3,078.65 as recommended by the Code Enforcement Board.

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

VIII. CITY BUSINESS:

VIII.1 24-288 City Council approval of Resolution No. 2024-049 establishing a new board appointment process.

Sponsors: Director

Attachments: City Council Rules of Procedure.pdf
Resolution 2024-049 - Board Appointment Process.pdf

VIII.2 24-300 Approve, as recommended, the proposed Fiscal Year 2025 benefit renewal medical, dental, life, and disability insurance; and to authorize the City Manager to sign related agreements.

Sponsors: Director

Attachments: 052024 - Cocoa - Life Disability RFP Evaluation 2024-2025 BAFO.pdf
052724 - Cocoa - Executive Summary 2024-2025 Share Med Revised.pdf
052724 - Cocoa - Renewal Evaluation 2024-2025.pdf

IX. INFORMATIONAL AGENDA:

IX.1 24-331 Informational Only - The City of Cocoa's Open Board Vacancies.

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	24-324	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/29/2024			**In control:**	City Council
On agenda:	6/4/2024			**Final action:**	
Title:	Approval of the City Council Meeting Agenda for June 4, 2024 as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-04-2024 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 29, 2024
Agenda Date: June 4, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the City Council Meeting Agenda for June 4, 2024 as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the City Council Meeting Agenda for June 4, 2024 as written or with amendments.

Agenda
City of Cocoa
Special Meeting of The City Council

Date: June 4, 2024
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of June 4, 2024. (24-324)

III. Awards and Presentations:

IV. Delegations:

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

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V. Consent Agenda:

This Agenda may be Amended up until or at the Meeting

(A) General Consent Items:

1. Approve a Resolution Amending the FY24 Budget, BAF#24-091A and Accept the 2024-2025 round one award of the Florida Local Government Cybersecurity Grant, a State of Florida funded grant, for cybersecurity services and capabilities. The contents of this grant award are **confidential and not for public release per F.S. 119.0725**. (24-312). (Chief Technology Officer)

2. Approve the KABOOM grant application of $50,000 for the planning and installation of handicap-accessible playground equipment at Provost Park. (24-319). (Communications & Econ. Dev. Director)

3. Authorize an amendment to the Construction Agreement between the City of Cocoa and Patriot Response Group for modifications to the Scope of Work at 1058 Grove Avenue, a State Housing Initiative Program (SHIP) funded project in the amount of $12,200.00, bringing the total cost of the project to $86,831.00; and authorize a Contingency Resolution not to exceed 10% for any future change orders during the project. Authorize the City Manager to sign the contract amendment and execute any subsequent change orders on the project. (24-330). (Community Services Director)

4. To Approve a Resolution Amending the FY24 Budget (BAF#24-079-T) in the Amount of $317,448.00. (24-196). (Utilities Director)

(B) Multi-Year Contracts:

VI. Public Hearings:

1. Consideration of Second and Final Reading of a Land Development Code Amendment to Chapter 18, Subdivisions, to create a new Article VII, Lot Splits and Boundary Line Adjustments, and to make certain other amendments to Chapter 18 as necessary to effectuate the new Article VII; providing amendments to the City's subdivision application requirements and processing procedures for Preliminary and Final Plats; altering the requirements for posting security to ensure completion of public improvements prior to Final Plat Approval; amending processing procedures for site plans processed concurrently with plat applications; eliminating specific procedures related to flag lots; changing staff designations; and providing for the repeal of prior inconsistent ordinances and resolutions. (24-329). (Planner)

VII. Council Business:

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

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VIII. City Business:

1. City Council approval of Resolution No. 2024-049 establishing a new board appointment process. (24-288). (Administrative Services Director)

2. Approve, as recommended, the proposed Fiscal Year 2025 benefit renewal medical, dental, life, and disability insurance; and to authorize the City Manager to sign related agreements. (24-300). (Administrative Services Director)

IX. Informational Agenda:

1. The City of Cocoa's Board Vacancies (24-331). (Administrative Services Director)

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

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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.

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Legislation Details (With Text)

File #:	24-319	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/28/2024			**In control:**	City Council
On agenda:	6/4/2024			**Final action:**	
Title:	Approve the KABOOM grant application of $50,000 for the planning and installation of handicap-accessible playground equipment at Provost Park. (Communications & Econ. Dev. Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	KABOOM-community-built-playgrounds-summary-June-2021.pdf Internal Grant Application - FY 23 Rev - eForm.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 28, 2024
Agenda Date: June 4, 2024
Prepared By: Samantha Senger, Director of Communication and Economic Development
Through: Stockton Whitten, City Manager
Requested Action:
Approve the KABOOM grant application of $50,000 for the planning and installation of handicap-accessible playground equipment at Provost Park.

BACKGROUND:

Staff is requesting approval to apply for the Community-Built Playspace Grant through KABOOM!, which will fund the planning and installation of handicap-accessible playground equipment at Provost Park. The grant will fund the planning and installation of the equipment, and KABOOM!'s staff will work with the city closely, providing services as needed during the process.

This will be a community-driven project that will incorporate the community as part of the project from the design, through the planning and building stages. The city will be required to form a committee of community members who will collectively work with the city and KABOOM! to plan the project. The city will also need to provide volunteers that can help prepare the site for equipment installation.

The City will work with the committee to fundraise the financial contribution portion of the grant which ranges from $3,500-$8,500.

STRATEGIC PLAN CONNECTION:

Investment in Public Infrastructure: Support a safe, accessible, well-maintained network of parks, facilities and greenspace.

BUDGETARY IMPACT:

The City of Cocoa will allocate $8,500 towards the grant match for this project but will try to get that match portion through fundraising efforts.

PREVIOUS ACTION:

In September 2014, the City of Cocoa received a KABOOM! grant to rebuild the Taylor Park playground in Cocoa Village.

RECOMMENDED MOTION:

Approve the KABOOM grant application of $50,000 for the planning and installation of handicap-accessible playground equipment at Provost Park.

KABOOM! Project Summary

Community-Built Playgrounds



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The KABOOM! Community-Build Model

Since 1996, KABOOM! has collaborated with partners to build, open or improve more than 16,700 playgrounds across the country. Our work is community-driven; which means that our projects seek to build trusting relationships, center community voices, and engage diverse stakeholders. We do this by working hand in hand with your kids and adults to design, plan for, and build your community playspace.

We build playspaces in partnership with child-serving nonprofits and municipal agencies. Our projects are an incredible opportunity to build new and exciting places for kids and teens to play.

Through our signature community-build model and with the leadership of a KABOOM! Community Engagement & Build Managers, community partners design their dream playspaces through a four-step process: Activate, Design, Plan and Build.

FROM DESIGN.... **TO REALITY...**



The playground design is inspired by kids' drawings, and built from the ground up by volunteers.

BEFORE **AFTER**



Eligibility Requirements

(may vary depending on playspace offering)



2,000+ square feet of space to build



provide services to kids from communities facing disinvestment



own the land or obtain letter of permission



demonstrate need for a playground



complete site preparation



fundraise portion of equipment cost

Get to Know the PLAYers

COMMUNITY PARTNER (CP)

A Community Partner can be one or several child-serving non-profits, schools, or municipalities providing services to children in need of a safe place to play.

A Community Partner will:

- Build a 2,000+ square foot playspace with community volunteers
- Form a committee of community members who will collectively plan the project
- Own or obtain permission to build on land
- Assume insurance, maintenance, and liability of the new play space
- Secure any necessary permits required locally to build play space
- Make a financial contribution towards the cost of equipment
- Provide light food and beverage accommodations during Build Week

FUNDING PARTNER (FP)

These grants are provided by corporate and foundation partners committed to meaningful outcomes for kids and communities. They are partners in the project, from design through planning and playspace installation.

A Funding Partner will:

- Select the Community Partner for the playspace project
- Provide volunteers to help build the playground alongside community volunteers
- Establish a relationship with their Community Partner

KABOOM!

Community Engagement Manager (CEM)
Will work with you from the application stage, through screening, and if confirmed for the grant, all the way until the Build Week.

Community Build Manager (CBM)
Will join the team after grant confirmation and be responsible for supporting site logistics and coordination with the playspace vendor.

Together, CEMs & CBMs will:

- Guide applicants through the screening process
- Coach and Guide confirmed grantees through a 3-month activation, designing, planning and building process
- Facilitate community engagement, volunteer, and construction management
- If it's safe to gather, CBMs will manage construction in person, serving as a liaison between partners and playground vendors

PLAYGROUND VENDOR

Landscape Structures Inc. (LSI)
LSI is our playground manufacturer, who helps us take the vision of your kids and community to design their ideal playspace.

LSI CPSI Team
LSI's certified playground safety installers are always on site with us and will be responsible for supporting site preparation and installation during build.

Standard Project Timeline

1. SCREENING

- Application submitted
- Community call with KABOOM! outreach staff
- Community approves contract and submits follow up documents (letter of intent, deed or permission)
- Internal review
- KABOOM! recommends applicant to Funding Partner

2. CONFIRMATION

- Design day and build day dates confirmed
- Formal contract signed
- Meet and Greet
  Call between community and Funding Partner

3. ACTIVATION

- Community outreach strategy determined
- Community goals determined
- Customized outreach tools to recruit design input
- Garner initial design input from kids and community members

4. DESIGN

- Site walk to map site logistics
- Kids design workshop
- Adult planning workshop

5. PLANNING

- Weekly planning calls with project manager and planning committee
- Site preparation completed
- Permit obtained (if necessary)
- Committees mobilized: recruitment, food, tools and logistics

6. BUILD WEEK

- 4 days
- Two 3-hour shifts of 15 volunteers each
- Community partner volunteers + KABOOM! Community Build Manager + Funding Partner Volunteers + Landscape Structures Installation Team

Activation Overview

The activation phase is the time between project confirmation and our Design Day. The purpose of this phase is to generate buzz and enthusiasm for the project, begin recruiting diverse community members and getting feedback from the community. We're here to partner with you to help you do this.

The goal of the activation phase is to spread the word and recruit diverse voices to weigh in on community-defined project outcomes and the playspace design. We can accomplish this through high or low-tech tools like virtual meetings, surveys, flyers, you name it! Ultimately, we want to make sure that every all members of your community feel invited and welcomed to design this playspace.



1. SPREAD THE WORD



2. GATHER GENERAL COMMUNITY FEEDBACK



3. CREATE A CUSTOM ENGAGEMENT STRATEGY

Design Overview

The Design Phase is the official kickoff of the community-build playspace project! Your KABOOM! Community Engagement Manager will meet your community and your playground experts: the kids! Together, you'll begin to design your new playspace and start the planning process.



KIDS' DESIGN PORTION

Kids will rev up their imaginations with fun activities and draw their dream playgrounds!



SITE WALK

A KABOOM! Community Build Manager will assess and walk through the logistics of your space with you!



ADULT PLANNING WORKSHOP

Community members kick off the planning of the project by forming committees and providing design input!

Planning Overview

(description of planning committees)



FUNDRAISING TEAM

- Lead fundraising efforts to raise the financial contribution towards the cost of the playspace
- Oversee thank you note/recognition process



CONSTRUCTION & LOGISTICS TEAM

- Conduct site preparation
- Secure accommodations for volunteers e.g. parking and restrooms
- Develop a plan to collect and dispose of trash and recycling
- Ensure access to running water and electricity on site



PUBLIC RELATIONS TEAM

- Promote Build Event to media channels
- Secure music and microphone for Build Day



FOOD TEAM

- Provide packaged snacks and water for volunteers during Build Week



RECRUITMENT TEAM

- Help recruit 40 volunteers for Build Days

Build Week Overview

Build Week is the exciting culmination of your of planning and preparation. Over the course of 3-5 days, the playspace your community designed will be built! Depending on local safety mandates, your playspace will either be built by volunteers, or professionally installed.



PREPARE



BUILD TOGETHER



CELEBRATE!

Administrative and Legal Responsibilities

COMMUNITY PARTNER AGREEMENT *(CONTRACT)*

KABOOM! requires a potential Community Partner to review and approve the draft Community Partner Agreement by any legal or board review, before moving ahead in the competitive application process. We cannot fully consider any organization for funding until this document has been reviewed and approved by all necessary parties. Once the contract has been approved, the Community Partner must sign a Letter of Intent.

LETTER OF INTENT *(LOI)*

Community Partners must submit a Letter of Intent in order to complete the screening process. The LOI signifies that legal review has been completed and that, if selected, the Community Partner can sign and return a fully executed Letter of Agreement within three business days.

LAND OWNERSHIP (LOP)

CPs must provide either proof of land ownership (a copy of the deed, tax records, or a property survey) or a copy of their current lease with a Letter of Permission from the landowner.

PLAYGROUND SURFACING

Playspace grants include Engineered Wood Fiber (EWF). EWF is safe and ADA compliant under play structures, as long as it is regularly raked to an even, deep distribution. Community Partners interested in alternative forms of safety surfacing are responsible for purchasing and installing it.

PERMITTING

Community Partner must determine whether or not a permit is required to build a playspace at the proposed site. Identifying the process for obtaining and ultimately obtaining a permit can be time consuming; it is important to understand these requirements during the selection process, so that KABOOM! can help ensure a successful timeline. Prior to the KABOOM! Build Day, securing a permit is the sole responsibility of the Community Partner.

COMMUNITY CONTRIBUTION

Community Partners are responsible for raising a financial contribution (ranging based on playspace offering from $3,500 – $8,500), which may be raised using a combination of existing funds, grassroots fundraising and local business support. This cash contribution is due to KABOOM! 30 days before the Build Day and goes directly toward the playground equipment costs.

INSURANCE

Community Partners must be able to provide insurance for the playground amounting to one million dollars in commercial liability insurance, as well as add KABOOM! and the Funding Partner as 'additional insured' parties for the Build Week and one year thereafter. Proof of insurance must be submitted to KABOOM! 30 days prior to the Build Day. Insurance is not required to be in place until Build Week. For self-insured entities, the self-insurance must be primary for the same amount of time.

Continued on the following page.

Administrative and Legal Responsibilities
(Continued)

SITE PREPRATION

The Community Partner is responsible for the completion of site preparation. The entire playground footprint must be prepared to a flat, dirt surface with no more than a 2% grade and any existing playground equipment within this footprint must be removed. Different ground surfacing involves alternative preparation expectations that would be discussed during screening. Test holes will be requested by the Community Build Manager to get a sense for the challenges around hole digging. This must all be completed at least two weeks before Build Day.

SIGNAGE

A sign welcoming visitors to the playground will be installed near the entrance of the footprint. The sign is two-sided and measurers 30.25" x 14.25." The Community Partner, Funding Partner and KABOOM! logos will be displayed on this sign.

UTILITY CHECK

If selected, the Community Partner must have public and private utility checks completed. The public utility check should be a free service from utility providers. The first check must happen right after a site is selected and completed by Design Day. It is the responsibility of the Community Partner to extend the utility check to cover the Build Week, when holes will be dug for the playground.

ADA PATHWAY

All KABOOM! projects must have an accessible pathway from a hardscape to the entry point of the playground. In some cases the Community Partner can work with the KABOOM! Community Build Manager to install a brick paver or compacted stone/aggregate pathway leading from a parking lot, sidewalk, or wooden deck walkway as part of build day. However, there are some sites where the Community Partner will need to do advanced level site preparation to introduce an accessible pathway.

SOIL TESTING

If selected, the Community Partner must have the soil tested of proposed playground site for levels of lead and arsenic prior to the Design Day. Partners may identify the lab of choice as long as they test for lead and arsenic. It is the Community Partner's responsibility to have the results analyzed according to local standards to see if the levels are acceptable. If levels are too high, it is the Community Partners' responsibility to remediate the soil appropriately.

Past community partners have had success with TestAmerica.

Click here to view locations.

Corporate Sponsorship Policy

Please be aware that KABOOM! has a corporate sponsorship policy that all Community Partners must abide by to ensure that contributions from the Funding Partner are appropriately acknowledged:

- Volunteers recruited from organizations or companies should be in groups of 10 or less
- No branded clothing or signage from groups other that the Community and Funding Partner be worn during build week
- Volunteers cannot wear hats, shirts, buttons, etc. identifying them as part of another group organization
- Only the Funding Partner, Community Partner and KABOOM! will have permanent signage or recognition on the project site
- Community Partners cannot solicit support from direct competitors of the Funding Partner
- If a restaurant donates food, they may include menus or cards on the serving table
- Other organizations and companies may be thanked by making one large banner recognizing all project supporters



QUESTIONS?

KABOOM! is here to help you every step of the way! From the screening process to ribbon cutting–you have our support!

Contact us: **grants@kaboom.org** *or* **apply@kaboom.org**

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Communications & Economic Development	**DIVISION:** Economic Development
POINT OF CONTACT: Samantha Senger	**PROJECT MANAGER:** Samantha Senger
NAME OF GRANT: Community-Built Playspace Grant	
Assistance Listing#/CFSA#: N/A	**FUNDING AGENCY:** KABOOM!
AMOUNT REQUESTED: $ 50,000	**GRANT DUE DATE:**

PROJECT DESCRIPTION:

The Community-Built Playspace Grant will help to fund the planning and installation of handicap-accessible playground equipment at Provost Park. The grant will fund the planning and installation of the equipment, and KABOOM!'s staff will work with us closely, providing services as needed during the whole process.

No grant due date - agency utilizes a rolling application.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** up to $8,500	**TARGET DATE TO COUNCIL:** 06/04/2024
REIMBURSEMENT GRANT: No	**REIMBURSEMENT SCHEDULE:** N/A

WHAT ARE THE REPORTING REQUIREMENTS?

TBD.

Grant process is more of a partnership, which will necessitate involved cooperation with KABOOM! in order to plan and implement the project.

FUTURE REQUIREMENTS TO CONSIDER:

Plans for specific equipment types and layout are unknown, and likely to change with the input of KABOOM!'s program managers. The match funds are not currently budgeted in FY24.

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	24-330	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/30/2024			**In control:**	City Council
On agenda:	6/4/2024			**Final action:**	

Title: Authorize an amendment to the Construction Agreement between the City of Cocoa and Patriot Response Group for modifications to the Scope of Work at 1058 Grove Avenue, a State Housing Initiative Program (SHIP) funded project in the amount of $12,200.00, bringing the total cost of the project to $86,831.00; and authorize a Contingency Resolution not to exceed 10% for any future change orders during the project. Authorize the City Manager to sign the contract amendment and execute any subsequent change orders on the project. (Community Services Director)

Sponsors:

Indexes:

Code sections:

Attachments: B-24-07-COC 1058 Grove Ave - CONSTRUCTION AGREEMENT SHIP_Fully Executed.pdf
Initial BID-Patriot _2024-05-30-11-17-57.pdf
REVISED SCOPE.pdf
B-24-07-COC-001 Construction Change Order.pdf
Resolution 2024-050 - Project Contingency - Patriot Response Group - Construction.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: 5/30/2024.
Agenda Date: 6/4/2024.
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Authorize an amendment to the Construction Agreement between the City of Cocoa and Patriot Response Group for modifications to the Scope of Work at 1058 Grove Avenue, a State Housing Initiative Program (SHIP) funded project in the amount of $12,200.00, bringing the total cost of the project to $86,831.00; and authorize a Contingency Resolution not to exceed 10% for any future change orders during the project. Authorize the City Manager to sign the contract amendment and execute any subsequent change orders on the project.

BACKGROUND:

On March 21, 2024, purchasing conducted a public bid opening for ITB B-24-07-COC for the Rehabilitation of 1058 Grove Avenue. The solicitation was broadcast in Vendorlink on February 13, 2024 to 716 registered vendors of which 33 reviewed the bid documents and a total of 2 responses were received.

Below is a breakdown of the submittals:

Rank	Company Name	Base Bid
1	**Patriot Response Group LLC**	**$74,631**
2	Resipro LLC	$85,821

The current lowest responsive bidder is Patriot Response Group LLC.

Being that the project was initially under the City Manager's signing authority, it was not necessary to bring it before Council for approval. The contractor's initial investigation of the site conditions reveal the need to issue a change order to the scope of work. This change brings the final project cost above the City Manager's signing authority and City Council approval is now necessary. Additionally, a Contingency Resolution is requested in the event additional unforeseen changes are identified and necessary to complete the project. The Change Order Resolution requests a 10% contingency or $8,683.00, a not to exceed amount for the contract.

Staff requests approval of the Construction Change Order for the project from $74,631.00 to $86,831.00 and approval of a Contingency Resolution authorizing the City Manager to execute change orders not to exceed 10% or $8,683.00.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement.

BUDGETARY IMPACT:

Budgeted Yes

No BAF is necessary as the account has sufficient funds for the project. Since a Purchase Order has not been issued, no change order P.O. is required, only a construction change order is necessary in order to update the agreement.

Account :105-3240-554.83-00 total Budget with 10% Contingency $95,514.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Authorize an amendment to the Construction Agreement between the City of Cocoa and Patriot Response Group for modifications to the Scope of Work at 1058 Grove Avenue, a State Housing Initiative Program (SHIP) funded project in the amount of $12,200.00, bringing the total cost of the project to $86,831.00; and authorize a Contingency Resolution not to exceed 10% for any future change orders during the project. Authorize the City Manager to sign the contract amendment and execute any subsequent change orders on the project.

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CITY OF COCOA
CONSTRUCTION CONTRACT

STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)

B-24-07-COC

Rehabilitation of 1058 Grove Avenue

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
(Contract No. B-24-07-COC)

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CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
(Contract No. B-24-07-COC)

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this 25 day of **April, 2024** by and between **PATRIOT RESPONSE GROUP LLC** ("Contractor"), whose address is **510 2nd St. SW, Unit C, Vero Beach, FL 32962**and **FRANCES L. GRAVES** ("Owner"), whose address is **1058 Grove Ave., COCOA, FL 32922**.

W I T N E S S E T H:

WHEREAS, Owner owns fee simple title to certain real property located within the City of Cocoa, Florida and which is generally described in Paragraph 3.0 below; and

WHEREAS, Contractor has agreed to perform the construction services provided in this Agreement within the City of Cocoa for Owner on the aforementioned property; and

WHEREAS, for purposes of paying all or part of the construction services provided by Contractor, the Owner has agreed to accept housing assistance (monetary contribution) from the **City of Cocoa, Florida** ("City") in accordance with the **STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)** ("Program") and the terms and conditions of this Agreement; and

WHEREAS, Contractor and Owner hereby agree to fully comply with all applicable provisions of the Program; and

WHEREAS, Owner has agreed to appoint the City to act on behalf of said Owner regarding the matters specified in this Agreement.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency which are hereby acknowledged by the parties, and the mutual promises contained herein, the parties agree as follows:

1.0 Recitals: The foregoing recitals are hereby agreed to be true and accurate and are incorporated herein by this reference.

2.0 City as Agent/Third Party Beneficiary: Contractor acknowledges that pursuant to the provisions of this Agreement, and any related agreements executed by Owner and City (if applicable), the Owner has appointed the City to act on behalf of the Owner regarding the matters contained in this Agreement. Accordingly, all references to the City in this Agreement are understood to evidence the said authority of the City to act on behalf of Owner. The City shall have the exclusive right to enforce the provisions of this Agreement on behalf of Owner. In as much as the City has provided housing assistance to the Owner for the construction services provided under this Agreement, the parties acknowledge the City is a third party beneficiary of this Agreement.

3.0 Project: Contractor agrees to provide construction services to the Owner in substantial conformity to the scope of work approved by the City, a copy of which is attached to this Agreement as ***Exhibit "A"*** and by this reference incorporated herein in its entirety ("Scope of

Work"), upon a lot or parcel of real property owned by Owner and located in Brevard County, Florida, generally described as **1058 GROVE AVENUE., COCOA, FL 32922** and legally described in ***Exhibit "B"*** which is attached to this Agreement and by this reference incorporated herein in its entirety ("Property"). FORMAL QUOTE REQUEST issued by the City of Cocoa on February 15, 2024, and the Contractor response received on March 21, 2024, are incorporated into this agreement by reference as ***Exhibits "D" and "E"*** respectively. Should any conflicts arise between this agreement and the Exhibits, this agreement will take precedence. Any ambiguity or uncertainty in the Scope of Work shall be interpreted and construed by the City and the City's decision shall be final and binding upon all parties. Contractor agrees to follow the federally required contract clauses attached to this agreement as ***Exhibit "F"***.

4.0 Change Orders: On behalf of Owner, City may, at any time, order additions, elections, or deletions to the "Scope of Work" and to the accompanying work performed by Contractor under this Agreement ("Change Orders"). All Change Orders shall be signed by Owner, Contractor and City. All Change Orders shall be deemed fully incorporated in the Scope of Work. If any proposed Change Order will cause an increase or decrease in the Contract Price or an extension or shortening of the Contractor's time for completion of the work, an equitable and reasonable adjustment to the Contract Price provided in Paragraph 5.0 herein, and to the time for completion in Paragraph 7.0 herein, may be mutually agreed on by the Contractor, City, and Owner and indicated upon the signed Change Order. Additions, elections, or deletions to the work performed by the Contractor without authorization of a signed Change Order shall not result in an adjustment in the Contract Price or time for the completion of the work. No additions, elections, or deletions shall be performed by Contractor until a Change Order is properly agreed on and executed.

5.0 Contract Price: The total Contract Price to be paid to the Contractor for Contractor's services hereunder shall be the sum of **SEVENTY-FOUR THOUSAND SIX HUNDRED THIRTY ONE DOLLARS ($74,631).** ("Contract Price"). The Contract Price shall be paid as stated in Paragraph 6.0 of this Agreement. The Contractor acknowledges that Contractor studied, considered, and included in Contractor's Contract Price all costs of any nature relating to: (1) performance of the Scope of Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Property conditions, including but not limited to, subsurface site conditions; and (4) the terms and conditions of this Contract.

6.0 Payment: Contractor shall be paid for the completion of those items of work set forth and authorized in Paragraphs 3.0 and 4.0 above, in U.S. funds, according to the following terms and conditions:

(a) Payment shall be made through periodic progress payments, on the basis of application to the City as work progresses, and five percent (5%) shall be withheld as retainage until the date of Substantial Completion, subject to the terms herein. As provided in Section 7.0, below, within ten (10) days of Substantial Completion, the Contractor shall create and deliver to City a draft Punchlist detailing Work which must still be completed to reach Final Completion under the terms of this Agreement, and the estimated cost to complete each item. Within thirty (30) calendar days of Substantial Completion, the City shall approve a finalized

Punchlist. As provided below, the City and Contractor shall coordinate and cooperate in the development of the final Punchlist. Within five (5) calendar days of City finalizing and approving the Punchlist, the City shall deliver the final approved Punchlist to Contractor.

(b) Within twenty (20) calendar days of the delivery of the final approved Punchlist, and only upon receipt of a proper invoice or payment request from Contractor, City shall pay to Contractor the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist, except as provided herein. Should no Punchlist be created within the thirty-day timeframe because of the failure of Contractor to cooperate with City, City shall pay to Contractor the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist as determined solely by the City. Contractor may submit a proper invoice or payment request for the amount of retainage held to complete the Punchlist items only once all Punchlist items have been completed to the satisfaction of the City. City may continue to withhold retainage if a good faith dispute exists as to whether one or more Punchlist items has been completed in accordance with the terms of this Agreement up to 150% of the total costs to complete those items in dispute.

(c) The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. The Final Completion Certificate shall be issued upon completion of all remaining Punchlist items. Consent of surety is required for final payment only if a performance bond has been supplied for the Project. City shall make final payment to Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Contractor has delivered to City all close-out documentation.

(d) Prior to final payment, City shall require the Contractor to furnish release of all liens from any unpaid work, labor, or materials with respect to Contractor's or any subcontractor's performance under this Agreement, and/or receipt in full covering all work, labor, or materials for which a lien could be filed. All work shall pass building inspection by the City.

(e) For authorized expenditures for work, labor and materials, Contractor shall be paid by City by check drawn on a local lending institution.

(f) Said check shall be in the name of the Contractor. Contractor shall be solely responsible for paying any subcontractors.

(g) Payment to Contractor under this Agreement shall be made pursuant to the contract provided by the City and executed by the Contractor, and the City method of payment shall consist of a minimum of one (1) draw for rehabilitation.

(h) Release of any payment shall be conditioned upon the following: (1) Contractor shall complete and submit to the City a Request for Payment Form provided by the City and submit a Contractor's invoice (if needed); and (2) City has executed, after inspection and approval, a Certificate of Completion for the work performed and indicated on the form.

(i) Payment may be withheld on account of: (1) defective labor, materials, and equipment not remedied upon a request to do so; (2) claims filed; (3) failure of Contractor to make proper payments to subcontractors; or (4) Contractor's failure to perform pursuant to the terms and conditions of this Agreement. Any payment withheld by the City may be used by the City to remedy any of the above-mentioned conditions.

7.0 Contract Time:

(a) All provisions regarding contract time are essential to the performance of this Contract.

(b) *Contract Time.* The Contract Time shall begin to run upon the City's issuance of the Notice to Proceed and original Purchase Order, pursuant to Paragraph 17.0. The Contractor shall sign the Notice to Proceed and deliver it to the City's Project Manager.

(c) *Substantial Completion.* The Work to be performed by Contractor pursuant to this Agreement shall be substantially completed within One-Hundred Eighty (180) calendar days after the date when the Contract Time begins to run.

The date of Substantial Completion of the Work is the date certified in writing by the City when (1) construction is sufficiently complete, in accordance with the contract documents, so the City can occupy or utilize the work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

(d) *Punchlist Creation and Acceptance.* No more than 10 calendar days following Substantial Completion, the Contractor shall provide to City a draft Punchlist detailing the remaining items and estimated cost of each required to render the Work complete, satisfactory, and acceptable.

City shall review the draft Punchlist and provide any comments to the Contractor. The City and Contractor shall cooperate in the development of the Punchlist regarding both the items to be included and the estimated cost of each. The City shall approve a final Punchlist within thirty (30) calendar days of Substantial Completion. City shall deliver a final approved Punchlist to Contractor no more than five (5) calendar days following final approval of the Punchlist. If the Contractor fails to coordinate with the City to create a Punchlist and the City has given the Contractor written notice of the failure, then the City may withhold 150 percent of the estimated costs required to complete the items the City

intended to include on the Punchlist, without input from the Contractor, and shall deliver the Punchlist within the time period in this subsection. The failure to include any corrective work or pending items not yet completed on the Punchlist does not alter the responsibility of the Contractor to complete all the Work purchased under this Agreement.

(e) *Final Completion.* The Work shall be finally completed, ready for Final Payment, within thirty (30) calendar days following the date of delivery of the final, approved Punchlist.

(f) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions. If the Work requires phased construction, a Punchlist shall be created for each phase of construction, and the timeline established herein for Punchlist compliance shall be followed for each phase.

(g) If Contractor fails to complete the work within said time period, or any written extension thereof, Owner (with approval of the City) or the City may terminate the Contractor's right to perform the work herein. In such event the Owner or City may take over the work and prosecute the same to completion and the Contractor shall be liable for any excess cost incurred by the Owner or City; and the Owner or City may take possession of and utilize in completing the work such materials, and equipment as may be on the work site and necessary for said completion. If the Owner or City does not terminate the Agreement based on the aforesaid failure to complete the work within the time period, actual damages for delay will be impossible to determine, and, in lieu thereof, Contractor may be required to pay the Owner the sum of $100.00 as liquidated damages for each calendar day of delay exceeding the Completion Date. The Contractor shall be liable for any liquidated damages claimed hereto and any liquidated damages may be, at the sole option of the City, subtracted from the Contract Price or be required to be paid in cash or by check, in U.S. funds, to the City. Contractor agrees that said sum is not a penalty, but is the stipulated amount of damages sustained by City in the event of default by the Contractor.

SPECIAL CIRCUMSTANCES CLAUSE: The City acknowledges that due to the increased demand, delay and shortage of available materials (i.e. lumber, doors, windows, insulation tiles, flooring, electrical HVAC, etc.) an anticipated 4-6 week lead time may affect the delivery and installation of some materials directly related to the project. Accordingly, the City may issue a Limited Notice to Proceed for the purposes of authorizing procurement of materials which shall not be included in the Contractor's time for completion specified herein.

8.0 Owner's Responsibilities: At the Owner's sole cost and expense, the Owner shall secure the release all easements, liens, and any other encumbrances which would prohibit or hinder the completion of the work provided in this Agreement. If the Owner is unable to secure said releases within a reasonable period of time, this Agreement, with the approval of the City, shall be null and void and neither party shall have any obligations or liability hereunder.

8.2 The Owner agrees that neither the Owner nor any of Owner's family, friends, tenants, agents, or employees will hinder the Contractor's work required by this Agreement.

8.3 The Owner shall execute all documents required by the City which are related to the prosecution of the work under this Agreement including, but not limited to, any housing grant agreements, construction and work permit applications, mortgages, promissory notes, etc.

8.4 The Owner shall comply with the terms and conditions of any and all agreements executed with the City which are related to this Agreement including, but not limited to, any housing grant agreements, construction and work permits, mortgages, promissory notes, etc.

8.5 Owner shall assist Contractor and City, when necessary, in the performance of work under this Agreement.

9.0 **Contractor's Responsibilities:** The Contractor shall supervise and direct the work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under this agreement.

9.1 Unless otherwise specifically noted, the Contractor shall provide for and pay for all surveys, labor, work permits, materials, equipment, tools, construction equipment and machinery, transportation, re-inspections, and other facilities and services necessary for the proper execution and completion of the work hereunder.

9.2 The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work site any unfit person or anyone not skilled in the task assigned hereunder.

9.3 The Contractor warrants to the Owner and the City that all materials and equipment incorporated in the work will be new unless otherwise specified in the Scope of Work, and that all work will be good quality, free from faults and defects and conform to the Scope of Work. All work not conforming to these standards may be considered defective at the sole option of the City.

9.4 The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure, at its own cost and expense, all permits, fees, and licenses necessary for the execution of the work.

9.5 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work, and shall immediately notify the City if and when Contractor believes the Scope of Work is at variance herewith.

9.6 The Contractor shall be solely responsible for any and all acts and omissions of the Contractor and any of its employees, subcontractors, agents, and all other persons performing any of the work under this Agreement on behalf of or with the Contractor.

9.7 As requested by the City, the Contractor shall review and submit all samples, shop drawings, and Scope of Work to the City for approval. The work shall be in accordance with all applicable City, state, or federal laws, and rules and regulations.

9.8 The Contractor shall, at all times keep the premises free from accumulation of waste materials and rubbish caused by Contractor's operations. At the completion of each phase of work, Contractor shall remove all waste materials and rubbish from and about the project site as well as Contractor's tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the premises "broom clean" or its equivalent, except as otherwise specified. Contractor shall have the exclusive responsibility to keep the work site in a safe, secure, and orderly manner in accordance with construction industry standards.

9.9 All materials stored on the job site shall remain the responsibility of the Contractor until incorporated into the work. The Owner and City will not reimburse the Contractor for materials lost, stolen, or damaged while stored on the job site.

9.10 The Contractor shall be responsible for creation of the required Punchlist(s) as provided herein. Punchlist(s) must be approved by the City.

10.0 **Concerning Subcontractor:** A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the work or provide any of the materials and equipment pursuant to this Agreement.

10.1 Promptly after the execution of this Agreement, Contractor shall provide to the City, in writing, a list of names of subcontractors proposed to perform work pursuant to this Agreement. The Contractor shall not employ any subcontractor to whom the City may have reasonable objection. Contracts between the Contractor and the subcontractor shall be consistent and in accordance with the terms of this Agreement.

10.2 Contractor shall insure that any subcontractor performing work pursuant to this Agreement has similar liability insurance coverage as required of Contractor under Paragraph 14.0 of this Agreement. Certificate of such insurance shall be filed with the City prior to subcontractor commencing performance hereunder.

10.3 In the event any work under this Agreement is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

10.4 Nothing in this Agreement shall create any contractual relationship between Owner or City and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner or City to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as otherwise required by law.

11.0 Royalties: The Contractor shall pay all royalties and license fees and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others.

12.0 Protection of Person and Property: The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work provided herein. Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: (1) all employees at the work site and other persons who may be affected therein, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property to protect them from damage, injury or loss.

13.0 Contractor's Liability Insurance: The Contractor shall purchase and maintain such insurance as will protect Contractor from: claims under workmen's compensation acts and other employee benefit acts, claims for damages because of bodily injury (including death), claims for damages to property which may arise out of or result from the Contractor's operations under this Agreement, whether such operations are performed solely by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance policies shall also include fire, extended coverage and vandalism and malicious mischief insurance on existing buildings and structures, while in the course of construction, including foundations, additions, attachments, and all permanent fixtures belonging to and constituting a part of said buildings or structures. Certificate of such insurance shall be filed with the City prior to Contractor commencing performance hereunder. Specifically, during the term of this Agreement, Contractor shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by Contractor to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The Contractor shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and in the aggregate to protect the Contractor from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the Contractor or by anyone directly employed by or contracting with the Contractor.

b. The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability

Insurance in the minimum amount of $500,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

13.1 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the term of this Agreement, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Agreement.

14.0 Owner Liability Insurance: The Owner is encouraged to purchase and maintain builders risk insurance for the duration of the construction being performed pursuant to this Agreement.

15.0 Contractor's Guarantee of Work: The Contractor shall correct and remedy any work that fails to conform to the requirements of the Scope of Work where such failure to conform appears during the progress of the work. In addition, Contractor hereby warrants and guarantees that all materials, equipment or labor shall be free of defective workmanship for a period of eighteen months from the date that all Certificates of Completion and a Certificate of Occupancy (if required) are issued by the City (with a three year warranty and guarantee for the roof); or within such longer period of time as may be prescribed by law. The provisions of this Paragraph apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

18.0 Written Notice to Proceed: The Contractor shall not begin the work to be performed hereunder until the City issues Contractor a written Notice to Proceed. The Contractor has seven days after the issuance of Notice to Proceed to begin work.

19.0 Termination by the Contractor: If the City fails to issue payment for a period of thirty (30) days after such payment is due through no fault of the Contractor, and if the Contractor has performed per the Scope of Work, or if the Owner fails to release payment thereon for a period of thirty (30) days after such payment is due through no fault of the Contractor, the Contractor's exclusive remedy, as full and complete settlement of all claims against Owner and City, shall be, upon seven (7) days written notice to the City, to terminate this Agreement and recover from the City payment for all work fully completed and materials provided by Contractor in furtherance of this Agreement, subject to any deductions for damages incurred by City or Owner caused by Contractor's breach of this Agreement.

20.0 Termination by the City/Owner: If the Contractor has defaulted or neglected to carry out the work in accordance with the Scope of Work; or has failed to perform any provision of this Agreement; or has violated a material provision of any regulation, order or rulings of any regulatory body having jurisdiction over this Agreement; or has committed any act of fraud upon

the City or Owner; or has acted grossly negligent in performing under this Agreement; the City may, after three (3) days written notice to the Contractor and without prejudice to any other remedy it may have, terminate this Agreement and may at its option complete the work required hereunder by any means available and deduct the cost of completion from the Contract Price, and if the unpaid balance of the Contract Price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expenses exceed such unpaid balance, the Contractor shall pay the difference to the City's account.

21.0 Conflict of Interest: The Owner and Contractor further state that, to the best of their knowledge, no member of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the work under this Agreement has any personal interest, direct or indirect in the Agreement.

22.0 Federal Equal Employment Opportunity Clause: During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, age, or national origin.

(c) Penalties for violation of the equal opportunity clause may be imposed upon Contractors and subcontractors by the City or any federal or state agency having jurisdiction hereunder. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: cancel, terminate or suspend in whole or in part this Agreement and refer the case to the Department of Justice for appropriate legal proceedings.

23.0 General Conditions: The Contractor and Owner agree to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

24.0 Independent Contractor: Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/

employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City or Owner shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and worker's compensation insurance as the Contractor is an independent contractor.

25.0 Bankruptcy: If bankruptcy proceedings, whether voluntary or involuntary, are commenced against or commenced by Contractor or Owner, or if Contractor or Owner enter into a composition agreement with its creditors, the City, without prejudice and penalty, may terminate this Agreement by giving three (3) days written notice to the Contractor or Owner, as the case may require.

26.0 Severability: Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or any part of any section in this Agreement.

27.0 Choice of Law; Venue: This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

28.0 Integration: The drafting, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and the Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

29.0 Attorneys' Fees: Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

30.0 Headings: All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

31.0 Waiver: Any waiver by City of any breach or violation of Contractor's or Owner's obligations under this Agreement shall not be construed as a continuance, waiver or consent to any subsequent breach or violation.

32.0 Representations and Warranties: Contractor and Owner represent and warrant that either party shall use all funds received from the City under this Agreement for the sole

purpose of performing the work and services provided in this Agreement. In the event Contractor or Owner fail to expend such funds for said purpose (Wrongfully Expended Funds), the party responsible for said wrongful expenditure shall fully reimburse the City the Wrongfully Expended Funds plus interest calculated at eighteen percent (18%) per annum. If the City must take any legal action to collect any Wrongfully Expended Funds, the party responsible for said wrongful expenditure shall be liable for all costs incurred by the City to collect such funds including, but not limited to, reasonable attorneys' fees, filing fees, and other costs.

33.0 Accessibility of Records: The City shall have access to any books, documents, paper, computer files and records of the Contractor or Owner, regardless of medium or form, which are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions. Contractor and Owner shall be required to maintain all records pertinent to this Agreement for five (5) years after the City has made final payment of the Contract Price and all pending matters regarding this Agreement have been closed.

34.0 City's Right of Inspection: The City is hereby granted the right of entry onto the Owner's property for purposes of inspecting the work to be performed, or that has been performed, pursuant to this Agreement, until such time as the City has issued all Certificates of Completion for the work and a Certificate of Occupancy is issued for the single family home being constructed hereunder. Contractor and Owner hereby agree to fully cooperate with the City in permitting the City to conduct said inspections.

35.0 Lead-Based Paint Prohibited: The use of lead-based paint on applicable surfaces of any structure undergoing construction pursuant to this Agreement is prohibited.

36.0 Section 3 Clauses: Not Used

~~If the construction being performed pursuant to this Agreement is funded in any way with Federal financial assistance from the U.S. Department of Housing and Urban Development, the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 170 u. Section 3) shall apply. To the greatest extent feasible, Section 3 requires opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project, and:~~

~~**36.1** The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the U.S. Department of Housing and Urban Development as set forth in 24 CFR, specifically Part 75, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual obligations or other disability which would prevent them from complying with these requirements.~~

~~**36.2** Reserved.~~

~~**36.3** The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the~~

~~subcontractor is in violation of regulations issued by the Secretary of the U.S. Department of Housing and Urban Development as set forth in 24 CFR. Contractor will not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of regulations under 24 CFR and will not let any subcontractor unless the subcontractor has first provided him with a preliminary statement of ability to comply with these regulations.~~

~~**36.4** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided pursuant to this Agreement binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assignees to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.~~

37.0 **Contractor Representations:** Contractor makes the following representations to City:

37.1 Contractor is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the functions, responsibilities, and obligations in this Agreement.

37.2 The undersigned signatory for Contractor has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by Contractor has been duly authorized by an appropriate representative of Contractor (Board of Directors or President or Owner). In support of said representation, Contractor agrees (if applicable) to provide a copy to the City of a corporate certificate of good standing or other certificate provided by the State of Florida prior to the execution of this Agreement.

37.3 Contractor is duly licensed under all local, state and federal laws to perform the construction services pursuant to this Agreement. In support of said representation, Contractor agrees to provide a copy of all said licenses to the City prior to the execution of this Agreement.

38.0 **Notices:** Communication and details concerning this Agreement shall be directed to the following contact representatives:

CITY:	**CONTRACTOR:**
City of Cocoa **Housing & Neighborhood Services** **65 Stone Street** **Cocoa, FL 32922**	**Patriot Response Group, LLC** **PO Box 643986** **Vero Beach, FL 32964** **jfoster@patriotrg.com**

39.0 **Term:** The term of this Agreement shall expire at such time the Contractor has fully completed all its responsibilities and obligations pursuant to this Agreement including, but not limited to, the completion of the project provided in Paragraphs 3.0 and 4.0 herein and the expiration of all warranties and guarantees provided by Contractor hereunder.

40.0 Indemnification and Hold Harmless: For all services and work performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers, and Owner, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following:

(a) The acts, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's or any subcontractors' performance of the services and work being performed under this Agreement.

(b) Contractor's or any subcontractor's failure to comply with the provisions of any federal, state or local laws, ordinances, or regulations applicable to Contractor's or any subcontractor's performance under this Agreement.

(c) Any fraud and misrepresentation conducted by Contractor or any subcontractor in the performance or acquisition of services and work under this Agreement.

(d) Contractor's or any subcontractor's failure to properly expend the funds provided by City or Owner for the work and services provided in this Agreement.

(e) All claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnisher's of machines and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the services and work being performed under this Agreement.

The indemnification provided above shall obligate the Contractor to defend at its own expense or to provide for such defense, at the option of the City, or Owner, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers, and Owner, which may result from the services and work performed under this Agreement whether the services and work are performed by the Contractor, by subcontractors, or anyone directly or indirectly employed by the Contractor. In all events the City or Owner shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

The Contractor specifically assumes potential liability for actions brought by Contractor's own employees against the City or Owner and, solely for the purpose of this indemnification and defense, Contractor specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statues. This waiver has been specifically and mutually negotiated by the parties.

41.0 Sovereign Immunity: The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to

the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgement, or portion thereof, to any one person for over two hundred thousand dollars ($200,000), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

42.0 ~~Performance and Payment Bond:~~ ~~Contractor shall supply a materials, performance and payment bond(s) in form approved by the City and in accordance with Florida law and in the amount of the Contract Price specified herein under Exhibit "C".~~ Not Used

43.0 Force Majeure. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Contractor's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement. Monetary damages will not be awarded in the event of Force Majeure.

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
(Contract No. B-24-07-COC)

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year first written above.

WITNESS:

Ryan T. Browne 4-25-24
Signature **Date**

Ryan T. Browne
Print Name

CONTRACTOR:

Patriot Response Group, LLC

[signature] 4-25-2024
Signature **Date**

Patriot Response Group, Brian Murphy, PM
Name of Company Rep, Title

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me (✓) by means of physical presence or (__) online notarization, this 25 day of April, 2024, by Brian Scott Murphy Company Rep who is personally known to me, or produced DL# M610-077-72-105-0 as identification, and who did not take an oath.

Stamp:

FLORENCE D. TORBERT
Notary Public - State of Florida
Commission # HH 292925
My Comm. Expires Sep 5, 2026
Bonded through National Notary Assn.

Florence D. Torbert 4/25/24
Notary Public Date

WITNESS:

Ryan T. Browne 4-25-24
Signature **Date**

Ryan T. Browne
Print Name

OWNER:

[signature]
Signature **Date**

FRANCES L. GRAVES
Print Name

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (__) online notarization, this 25 day of April, 2024, by Fran Long Graves, who is personally known to me, or produced DL#6612-252-62-7700 as identification, and who did not take an oath.

Stamp:

Florence D. Torbert
Notary Public Date

FLORENCE D. TORBERT
Notary Public - State of Florida
Commission # HH 292925
My Comm. Expires Sep 5, 2026
Bonded through National Notary Assn.

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
(Contract No. B-24-07-COC)

WITNESS:

kfrederick 4/25/24
Signature **Date**

Kathleen Frederick
Print Name

CITY, as agent for OWNER and Third Party Beneficiary:

Signature **Date**

Stockton Whitten, City Manager
Print Name

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (__) online notarization, this 25 day of April, 2024, by Stockton Whitten, who is personally known to me, or produced _____ as identification, and who did not take an oath.

Stamp:

Notary Public 4/25/24
Date

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

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
(Contract No. B-24-07-COC)

EXHIBIT "A"

Scope of Work and Bid Sheet

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
(Contract No. B-24-07-COC)

EXHIBIT "B"

REAL PROPERTY / LEGAL DESCRIPTION

The land is described as follows:

Project Address: 1058 Grove Avenue, 32922

Subdivision: COCOA ANNEX REPLAT NO 2
Land Description: COCOA ANNEX REPLAT NO 2 LOT 13 & W 30 FT OF LOT 14 BLK D
Parcel: 24-36-32-02-D-13
Plat Book/Page: 0009/0036
Acres: 0.24

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
(Contract No. B-24-07-COC)

EXHIBIT "C" -Not Used

~~Performance and Payment Bond~~

~~In compliance with the Florida Statutes Chapter 255.05 (1) (a)~~

~~**BOND NO.:**~~	
~~**Contractor Name:**~~	
~~**Contractor Address:**~~	
~~**Contractor Phone No.:**~~	
~~**Surety Company:**~~	
~~**Surety Agent:**~~	
~~**Owner Name:**~~	~~City of Cocoa~~
~~**Owner Address:**~~	~~65 Stone St.~~ ~~Cocoa, Florida 32922~~
~~**Owner Phone No.**~~	~~(321) 433-8833~~
~~**Owner Fax No.**~~	~~(321) 433-8860~~
~~**Owner Email:**~~	~~Purchasing@cocoafl.org~~
~~**Contract Date:**~~	
~~**Contract Amount:**~~	~~$~~
~~**Bond Amount:**~~	~~$~~
~~**Contract No. (if applicable):**~~	
~~**Description of Work:**~~	
~~**Project Address:**~~	
~~**Legal Description:**~~	
~~**Bid Number:**~~	

~~**BY THIS BOND,** we _____ as Principal and _____ a Corporation as Surety, are bound to City of Cocoa, herein called Owner, in the sum of $_____, for payment of which we bind ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally.~~

~~THE CONDITION OF THIS BOND is that if Principal:~~

~~a. Performs the contract dated _____, 20_____, between Principal and Owner for construction of _____ as specified for the~~

~~_____ location, the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and~~

~~b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and~~

~~c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the contract; and~~

~~d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract and by law, then this bond is to be void; otherwise it remains in full force and effect.~~

~~e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.~~

~~Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.~~

~~Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.~~

~~**IN WITNESS WHEREOF,** the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20_____.~~

~~**CONTRACTOR AS PRINCIPAL**~~
~~Company:~~
~~_____~~
~~(Corporate Seal)~~
~~Signature_____~~
~~Title_____~~

~~**SURETY**~~
~~Company:~~
~~_____~~
~~(Corporate Seal)~~
~~Signature_____~~
~~Title_____~~

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
(Contract No. B-24-07-COC)

EXHIBIT "D"

ITB B-24-07-COC

Published February 15, 2024

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
(Contract No. B-24-07-COC)

EXHIBIT "E"

Contractor Response

Patriot Response Group LLC

Submitted to the City of Cocoa March 21, 2024

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
(Contract No. B-24-07-COC)

EXHIBIT "F"

FEDERALLY REQUIRED CONTRACT CLAUSES

FOR GRANTEES AND SUBGRANTEES

1. *Equal Employment Opportunity*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under

this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the

administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

2. *Compliance with the Davis-Bacon Act*
The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Attachment B is a copy of the current prevailing wage determination issued by the Department of Labor. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Administrator may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

~~**4.** Compliance with the Contract Work Hours and Safety Standards Act –~~ *Not applicable*

~~(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.~~
~~(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the~~

~~sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.~~

~~(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.~~

~~(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section~~

~~**5.** Rights to Inventions Made Under a Contract or Agreement – *Not applicable*~~

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

~~**6.** Clean Air Act – *Not applicable*~~

~~a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.~~

~~b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.~~

~~c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.~~

~~**7.** Federal Water Pollution Control Act – *Not applicable*~~

~~a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.~~

~~b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.~~

~~c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.~~

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §

180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

~~**9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**~~ – ***Not applicable***

~~a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.~~

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection

arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a. Are *not used* as a substantial or essential component of any system; *and*
b. Are *not used* as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:
(1) The contractor agrees to provide the City, the State of Florida, the Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

By the signature(s) below, I/we, the undersigned, as authorized signatory of the firm, understand and agree to all the applicable federal terms and provisions provided herein.

Company Name: Patriot Response Group

Address: PO Box 643986

Telephone: (321) 604-1217 **Email:** bmurphy@patriotrg.com



Authorized Signature **Date**

Brian Murphy — **Name**

Project Manager — **Title**

Patriot Response Group, LLC

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-24-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **03/21/2024**

TITLE: Rehabilitation of 1058 Grove Ave., Cocoa, FL 32922 (SHIP)

Attachment "E" **REVISED**
SCOPE OF WORK AND BID SHEET

Frances Graves, 1058 Grove Ave

DWELLING INFORMATION

Type of Dwelling Unit: Single Family **Number of Floors:** 1
Square Footage: 2126, 1422 under air **Number of Bathrooms: 2**

ROOF/FASCIA:

Specification	Quantity	Units	Unit Price	Total
ROOF -GENERAL REQUIREMENTS Unless otherwise specified, all material shall match existing as closely as possible for material, style, color and method of installation. Seal all edges. Flash & caulk all adjoining surfaces & make weather tight. Replace all flashing, roofing accessories & nails using rust-resistant material. Install all roofs in one continuous operation. Protect the house contents at all times from exposure to the elements. Replace all damaged wood. Sweep area for debris and remove daily.	12	12	$595.00	$7,140.00
1. Replace low slope roof (front porch and R side of home, approximately 8 squares) including structural repairs @ failed post beam construction.		22	$15.00	$330.00
2. Replace soffit screens				

ELECTRICAL SYSTEM

Specification	Quantity	Units	Unit Price	Total
ELECTRIC--GENERAL REQUIREMENTS All materials shall be UL approved and/or National Electrical Code rated. All drilling, cutting and fastening shall be neat and true, and shall not critically damage framing members. All patching shall match the surrounding surface.		1	$4,600.00	$4,600.00
1. Replace service entry, add exterior disconnect		1	$3,900.00	$3,900.00
2. Replace interior distribution panel		1	$2,900.00	$2,900.00
3. Rewire bathrooms and kitchen (include new receptacles, dedicated circuits, switches and GFCI protection as required).		71	$15.50	$1,101.00
4. Replace all switches and receptacles		1	$425.00	$425.00
5. Replace ceiling fan (dining room)		1	$35.00	$35.00
6. Install missing junction box cover adjacent to attic access.		1	$1,400.00	$1,400.00
7. Replace range circuit wiring (cloth), include new receptacle/whip as needed.				

Bid

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-24-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **03/21/2024**

TITLE: Rehabilitation of 1058 Grove Ave., Cocoa, FL 32922 (SHIP)

PLUMBING

Specification	Quantity	Units	Unit Price	Total
PLUMBING--GENERAL REQUIREMENTS Unless otherwise specified, all materials shall be copper or PVC. All items shall operate without leakage, noise, vibration or hammering. All penetration of building components shall be neat, sleeved, & fire stopped. No solder containing lead shall be used in any pipe or fixture. Damage to structural members from drilling or notching shall be repaired to the acceptance of the owner and the City. 1. Replace water heater 2. Install ~~ADA~~/Comfort height commodes (2)		1 2	$2,980.00 $750.00	$2,980.00 $1,500.00

HVAC

Specification	Quantity	Units	Unit Price	Total
HVAC – GENERAL REQUIREMENTS - DELETED ~~Equipment shall operate safely without leakage, noise, or vibration. All penetration of building components shall be neat, sleeved and fire stopped and shall not compromise structural integrity. Submit manufacturer cut sheet and cooling load calculations for proposed equipment to Housing Program Manager at least 15 days prior to installation.~~ ~~1. Replace equipment~~ ~~2. Replace ducts and diffusers/registers~~		1 1		

DOORS

Specification	Quantity	Units	Unit Price	Total
DOORS – GENERAL REQUIREMENTS New doors shall include hinges, striker, plates, locksets, deadbolts (exterior) and door bumpers. New exterior doors shall also include aluminum thresholds and weather-stripped doorstops. 1. Replace exterior swing doors (2) 2. Replace pantry closet door (hall) 3. Replace breezeway door		2 1 1	$1,525.00 $425.00 $1,525.00	3,050.00 $425.00 $1,525.00

TITLE: Rehabilitation of 1058 Grove Ave., Cocoa, FL 32922 (SHIP)

WINDOWS

Specification	Quantity	Units	Unit Price	Total
WINDOWS – GENERAL REQUIREMENTS All windows must meet Florida Building Code requirements. Windows shall be properly sized to fit existing opening. Windows shall be thoroughly caulked and made weather tight at time of installation. Windows shall meet the egress as specified in the City of Cocoa Building Code. Wall damaged due to window replacement shall be repaired. Existing windows shall be hauled to the legal dump. 1. Replace windows (white vinyl, impact) 2. Modify 1 window opening in each bedroom for egress (3 openings total)		21 2	$1,450.00 $700.00	$30,450.00 $1,400.00

FRAMING/DRYWALL/PAINT

Specification	Quantity	Units	Unit Price	Total
DRYWALL – GENERAL REQUIREMENTS Unless otherwise specified, match surrounding as to materials, thickness, style and method of installation. All materials shall be applied dry with the temperature between 55- 100 degrees F. Provide casing beads and install with non-drying mastic at all exposed edges, corners, and abutments. Set all nail and screw heads. Apply tape and filler. Feather all edges. Wet sand, ready for paint. PAINT – GENERAL REQUIREMENTS: Painting: All paint must be lead free. All surfaces clean/dry. Remove loose, blistered, scaling, deteriorated paint. Secure loose materials, set nails, fill holes, dents & cracks. Paint when temp is from 40-100 deg. No show-through, runs, sags or brush marks. All unpainted hardware to be paint free. No windows shall be painted shut. Remove ALL paint from glass, inside and out. Owner's choice of paint to be approved by Housing Program Manager. 1. Re texture/paint kitchen ceiling		1 0	$850.00 0	$850.00 0

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-24-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **03/21/2024**

TITLE: Rehabilitation of 1058 Grove Ave., Cocoa, FL 32922 (SHIP)

KITCHEN

Specification	Quantity	Units	Unit Price	Total
CABINETS – GENERAL REQUIREMENTS Cabinets shall be either plastic clad (minimum 1/32" thickness) interior and exterior or 1/2" AC plywood cabinet plastic clad exterior and sealed finish interior and shall include appropriate doors, shelves and drawers. Counter tops shall be approximately 25" wide with 4" backsplash. Top shall be installed to conform to surrounding areas and shall include end caps and end splashes. Caulk all cracks and joints. 1. Replace kitchen cabinets/countertops	1	1	$7,820.00	$7,820.00

BATHROOM

Specification	Quantity	Units	Unit Price	Total
CABINETS – GENERAL REQUIREMENTS Cabinets shall be either plastic clad (minimum 1/32" thickness) interior and exterior or 1/2" AC plywood cabinet plastic clad exterior and sealed finish interior and shall include appropriate doors, shelves and drawers. Counter tops shall be approximately 25" wide with 4" backsplash. Top shall be installed to conform to surrounding areas and shall include end caps and end splashes. Caulk all cracks and joints. 1. Modify hall bathroom door opening for ~~ADA~~ compliant door (30" clear space). Include door, new hardware trim, touch up paint to match as close as possible. 2. Install ~~ADA~~ compliant grab bars @ hall bathroom		1 2	$1,200.00 $475.00	$1,200.00 $475.00

SMOKE DETECTORS

Specification	Quantity	Units	Unit Price	Total
SMOKE DETECTORS – GENERAL REQUIREMENTS 1. Install smoke detectors hardwired as per Florida Building Code (carbon monoxide alarm when applicable).	5	5	$225.00	$1,125.00

ADDENDUMS

Specification	Quantity	Units	Unit Price	Total
LOCATION: 1058 Grove Ave., Cocoa, FL 32922				
Total Base Bid:	$74,631.00			

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-24-07-COC**
	INVITATION TO BID (ITB)	**Due Date: 03/21/2024**

TITLE: Rehabilitation of 1058 Grove Ave., Cocoa, FL 32922 (SHIP)

(Attachment E Continued)

The price submitted constitutes full and complete compensation for all work described in the Invitation to Bid (ITB), including any and all associated costs, taxes, and fees. This price is valid for a period of ninety (90) days from the due date for submission of bids, without change or withdrawal.

Company Name: Patriot Response Group, LLC

Address: PO Box 643986, Vero Beach, FL 32964

Telephone: 850-698-8893 **Email:** jfoster@patriotrg.com

FEIN: 81-4701227

The undersigned is duly authorized on behalf of the Company to submit this bid and enter into a contract in accordance with the terms and conditions of this ITB.

Authorized Signature — 3/20/2024 **Date**

James Foster **Name** — Executive Vice President **Title**

STATE OF Florida COUNTY OF Indian River

The foregoing instrument was executed before me this 20th day of March, 2024, by James Foster as Executive Vice President of Patriot Response Group, LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC Vance H. Olvey
STATE OF Florida
EXPIRES: 8/30/2024

Notary Public State of Florida
Vance H Olvey
My Commission HH 037633
Expires 08/30/2024

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Patriot Response Group, LLC

REVISED SOW

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-24-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **03/21/2024**

TITLE: Rehabilitation of 1058 Grove Ave., Cocoa, FL 32922 (SHIP)

Attachment "E" **REVISED**
SCOPE OF WORK AND BID SHEET

Frances Graves, 1058 Grove Ave

DWELLING INFORMATION

Type of Dwelling Unit: Single Family **Number of Floors:** 1
Square Footage: 2126, 1422 under air **Number of Bathrooms: 2**

ROOF/FASCIA:

Specification	Quantity	Units	Unit Price	Total
ROOF -GENERAL REQUIREMENTS Unless otherwise specified, all material shall match existing as closely as possible for material, style, color and method of installation. Seal all edges. Flash & caulk all adjoining surfaces & make weather tight. Replace all flashing, roofing accessories & nails using rust-resistant material. Install all roofs in one continuous operation. Protect the house contents at all times from exposure to the elements. Replace all damaged wood. Sweep area for debris and remove daily.	12	12	$595.00	$7,140.00
1. Replace low slope roof (front porch and R side of home, approximately 8 squares) ~~including structural repairs @ failed post beam construction.~~		22	$15.00	$330.00
2. Replace soffit screens 3. Replace 4 wrought iron columns with wood posts				$3,500.00

ELECTRICAL SYSTEM

Specification	Quantity	Units	Unit Price	Total
ELECTRIC--GENERAL REQUIREMENTS All materials shall be UL approved and/or National Electrical Code rated. All drilling, cutting and fastening shall be neat and true, and shall not critically damage framing members. All patching shall match the surrounding surface.		1	$4,600.00	$4,600.00
1. Replace service entry, add exterior disconnect		1	$3,900.00	$3,900.00
2. Replace interior distribution panel		1	$2,900.00	$2,900.00
3. Rewire bathrooms and kitchen (include new receptacles, dedicated circuits, switches and GFCI protection as required).		71	$15.50	$1,101.00
4. Replace all switches and receptacles		1	$425.00	$425.00
5. Replace ceiling fan (dining room)		1	$35.00	$35.00
6. Install missing junction box cover adjacent to attic access.		1	$1,400.00	$1,400.00
7. Replace range circuit wiring (cloth), include new receptacle/whip as needed.				

Bid

TITLE: Rehabilitation of 1058 Grove Ave., Cocoa, FL 32922 (SHIP)

PLUMBING

Specification	Quantity	Units	Unit Price	Total
PLUMBING--GENERAL REQUIREMENTS Unless otherwise specified, all materials shall be copper or PVC. All items shall operate without leakage, noise, vibration or hammering. All penetration of building components shall be neat, sleeved, & fire stopped. No solder containing lead shall be used in any pipe or fixture. Damage to structural members from drilling or notching shall be repaired to the acceptance of the owner and the City. 1. Replace water heater , 2. Install ~~ADA~~/Comfort height commodes (2)		1 2	$2,980.00 $750.00	$2,980.00 $1,500.00

HVAC

Specification	Quantity	Units	Unit Price	Total
HVAC – GENERAL REQUIREMENTS - DELETED ~~Equipment shall operate safely without leakage, noise, or vibration. All penetration of building components shall be neat, sleeved and fire stopped and shall not compromise structural integrity. Submit manufacturer cut sheet and cooling load calculations for proposed equipment to Housing Program Manager at least 15 days prior to installation.~~ ~~1. Replace equipment~~ ~~2. Replace ducts and diffusers/registers~~		1 1		

DOORS

Specification	Quantity	Units	Unit Price	Total
DOORS – GENERAL REQUIREMENTS New doors shall include hinges, striker, plates, locksets, deadbolts (exterior) and door bumpers. New exterior doors shall also include aluminum thresholds and weather-stripped doorstops. 1. Replace exterior swing doors (2) 2. Replace pantry closet door (hall) 28" 3. Replace breezeway door		2 1 1	$1,525.00 $425.00 $1,525.00	3,050.00 $425.00 $1,525.00

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WINDOWS

Specification	Quantity	Units	Unit Price	Total
WINDOWS – GENERAL REQUIREMENTS All windows must meet Florida Building Code requirements. Windows shall be properly sized to fit existing opening. Windows shall be thoroughly caulked and made weather tight at time of installation. Windows shall meet the egress as specified in the City of Cocoa Building Code. Wall damaged due to window replacement shall be repaired. Existing windows shall be hauled to the legal dump. 1. Replace windows (white vinyl, impact) 2. Modify 1 window opening in each bedroom for egress (3 openings total)		~~21~~ 27 2	$1,450.00 $700.00	~~$30,450.00~~ $39.150.00 $1,400.00

FRAMING/DRYWALL/PAINT

Specification	Quantity	Units	Unit Price	Total
DRYWALL – GENERAL REQUIREMENTS Unless otherwise specified, match surrounding as to materials, thickness, style and method of installation. All materials shall be applied dry with the temperature between 55- 100 degrees F. Provide casing beads and install with non-drying mastic at all exposed edges, corners, and abutments. Set all nail and screw heads. Apply tape and filler. Feather all edges. Wet sand, ready for paint. PAINT – GENERAL REQUIREMENTS: Painting: All paint must be lead free. All surfaces clean/dry. Remove loose, blistered, scaling, deteriorated paint. Secure loose materials, set nails, fill holes, dents & cracks. Paint when temp is from 40-100 deg. No show-through, runs, sags or brush marks. All unpainted hardware to be paint free. No windows shall be painted shut. Remove ALL paint from glass, inside and out. Owner's choice of paint to be approved by Housing Program Manager. 1. Re texture/paint kitchen ceiling		1 0	$850.00 0	$850.00 0

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-24-07-COC**
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TITLE: Rehabilitation of 1058 Grove Ave., Cocoa, FL 32922 (SHIP)

KITCHEN

Specification	Quantity	Units	Unit Price	Total
CABINETS – GENERAL REQUIREMENTS Cabinets shall be either plastic clad (minimum 1/32" thickness) interior and exterior or 1/2" AC plywood cabinet plastic clad exterior and sealed finish interior and shall include appropriate doors, shelves and drawers. Counter tops shall be approximately 25" wide with 4" backsplash. Top shall be installed to conform to surrounding areas and shall include end caps and end splashes. Caulk all cracks and joints. 1. Replace kitchen cabinets/countertops	1	1	$7,820.00	$7,820.00

BATHROOM

Specification	Quantity	Units	Unit Price	Total
CABINETS – GENERAL REQUIREMENTS Cabinets shall be either plastic clad (minimum 1/32" thickness) interior and exterior or 1/2" AC plywood cabinet plastic clad exterior and sealed finish interior and shall include appropriate doors, shelves and drawers. Counter tops shall be approximately 25" wide with 4" backsplash. Top shall be installed to conform to surrounding areas and shall include end caps and end splashes. Caulk all cracks and joints. 1. Modify hall bathroom door opening for ~~ADA~~ compliant door (30" clear space). Include door, new hardware trim, touch up paint to match as close as possible. 2. Install ~~ADA~~ compliant grab bars @ hall bathroom		1 2	$1,200.00 $475.00	$1,200.00 $475.00

SMOKE DETECTORS

Specification	Quantity	Units	Unit Price	Total
SMOKE DETECTORS – GENERAL REQUIREMENTS 1. Install smoke detectors hardwired as per Florida Building Code (carbon monoxide alarm when applicable).	5	5	$225.00	$1,125.00

ADDENDUMS

Specification	Quantity	Units	Unit Price	Total
LOCATION: 1058 Grove Ave., Cocoa, FL 32922				
Total Base Bid:	~~$74,631.00~~ **$ 86,831.00**			

City of Cocoa

Construction Change Order

Contract Number	B-24-07-COC
Contract Title	Rehabilitation of 1058 Grove Avenue
Contractor	Patriot Response Group LLC

Change Order Number	001		
Change Order Title	Additional Windows and Unforseen Replacement of Structural Supports		
Agreement Date	4/25/2024		
NTP Date	Click or tap to enter a date.		
Subs. Compl. Date	Click or tap to enter a date.		
Change Order Type	Unforseen Site Condition	Scope of Work Attached	☒
Reason for Change			
# of Days Change Order Work Extends/Shortens Contract Time		Revised Substantial Completion Date (if changed)	Click or tap to enter a date.
Original Contract Cost	$74, 631. 00		
Approved Changes to Date	$0. 00		
Current Contract Cost	$74, 631. 00		
Cost of this Change	$12, 200. 00	Cost Proposal Attached	☒
Revised Contract Cost	$86, 831. 00		

Upon execution by the parties below, this Change Order shall constitute a binding amendment to the Contract Documents, and all parties agree to be bound by its terms and conditions. For bonded projects contractor agrees to submit a copy of this change to the surety company.

Contractor Name	Signature	Date
City Manager	Signature	Date

CC: Marcia Markham, Project Manager; Charlene Neuterman, Department Director; Brian Dale, Purchasing Manager

RESOLUTION NO. 2024-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE CONSTRUCTION CONTRACT FOR THE 1058 GROVE AVENUE (REHABILITATION) IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $8,683.00 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the Patriot Response Group Contract, provide the total amount of approved change orders do not cause the amended construction budget to exceed the total $95,514 budgeted by the City Council for this project, inclusive of the $8,683 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on June 4, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

Legislation Details (With Text)

File #:	24-196	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	4/8/2024			**In control:**	City Council
On agenda:	6/4/2024			**Final action:**	
Title:	To Approve a Resolution Amending the FY24 Budget (BAF#24-079-T) in the Amount of $310,121.00 for Duke Energy Services; To Authorize the City Manager to Execute Contract Amendment #2 of the Duke Premier Power Contract upon Approval of the Final Contract Amendment Language by the City Attorney and the City Manager; To Authorize the City Manager to Pay $130,120.23 for Generator Services Rendered (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DUKE OTH-0024243 City of Cocoa.pdf Premier Power Service Contract - Fully Executed 02-26-2020).pdf Premier Power Service Contract - Amendment # 1 (05_03_2021).pdf Budget Resolution FY 2024- 052 ADA Compliant.pdf BAF 24-079-T-UT-Duke Power Generator Fuel Repairs (06-04-24) Agenda 24-196.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2024
Agenda Date: June 4, 2024
Prepared By: James Mitchell, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Amending the FY24 Budget (BAF#24-079-T) in the Amount of $310,121.00 for Duke Energy Services; To Authorize the City Manager to Execute Contract Amendment #2 of the Duke Premier Power Contract upon Approval of the Final Contract Amendment Language by the City Attorney and the City Manager; To Authorize the City Manager to Pay $130,120.23 for Generator Services Rendered

BACKGROUND:

The primary electrical utility provider for the Dyal Water Treatment Plant is Duke Energy. Due to a rate increase in early 2023, P.O. 81632 is projected to be $180,000.00 short. The rate increase was not known during the FY24 budget planning process.

Staff recommends a budget adjustment in the amount of $180,000.00 to adequately fund P.O. #81632 for the remainder of FY24. The budget adjustment is for anticipated rate increase shortfall as well as an additional unanticipated pro-active power expense.

In addition, currently the City of Cocoa and Duke Energy have an agreement to provide backup generator power at the Dyal Water Treatment Plant. On February 26, 2020, City Council approved a Sole Source Resolution and Executed a Multi-Year Premier Power Services Contract between the City of Cocoa and Duke Energy Florida, LLC (Duke) to provide generator power at the Dyal Water Treatment Plant.

After careful review by Staff with Duke Energy personnel, it was determined that the current power agreement does not adequately address pro-active power transition requests and the extra fuel and maintenance costs that Duke Power incurs as a result of this action. Staff has reviewed all proactive use impacts and is agreeable to an additional total payment of $130,120.23 for previous run time, fuel and maintenance costs to Duke Energy incurred over the last three years as a result of proactive power transition use of the generator.

Because these costs are outstanding, Staff agrees that payment should be made immediately while the details of Contract Amendment #2 addressing payment of future costs associated with pro-active power transition requests, is finalized both with Staff and with Duke to properly reflect and outline future costs.

Upon Council's approval of the budget adjustment necessary to fund electric utilities, the City Manager will issue and approve a change order to purchase order #81632 and continue to pay invoices related to utility services required by the city for normal routine operations up to the amount budgeted and appropriated by the City Council.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes, BAF#24-079-T
Amount Requested	$310,121.00
Transfer from Account Number	421-4010-536.39-00
Transfer from Account Name	Contingency
Transfer Amount	($310,121.00)
Transfer to Account Number - 1	421-4020-536.43-00
Transfer to Account Name	Electric/Water/Sewer
Transfer Amount	$180,000.00
Transfer to Account Number - 2	421-4020-536.34-00
Transfer to Account Name	Contract Services
Transfer Amount	$130,121.00

If a P.O. Change Order is involved please complete the following:

Change Order Amount $180,000.00

Original Purchase Order 81632
Original P.O. Amount $1,441,800.00
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date: 0
Total amount in change orders to date: $0

New Purchase Order amount $1,621,800.00

PREVIOUS ACTION:

On February 26, 2020, File 21-290 City Council approved a Sole Source Resolution and execution of a Multi-Year Premier Power Services Contract between the City of Cocoa and Duke Energy Florida, LLC (Duke). This contract provides back-up generator services for a monthly fee of $36,140 over a contract period of 10 years with generator power located at the plant but owned, operated, maintained, and monitored 24/7 by Duke. The current generators are at the end of their useful lives and it was determined by staff that this contract was a more cost-effective option and doesn't require any upfront capital investment.)

RECOMMENDED MOTION:
To Approve a Resolution Amending the FY24 Budget (BAF#24-079-T) in the Amount of $310,121.00 for Duke Energy Services; To Authorize the City Manager to Execute Contract Amendment #2 of the Duke Premier Power Contract upon Approval of the Final Contract Amendment Language by the City Attorney and the City Manager; To Authorize the City Manager to Pay $130,120.23 for Generator Services Rendered.

INVOICE

Invoice:	**OTH-0024243**
Invoice Date:	**3/19/2024**
Page:	**1 of 1**

Bill to: CITY OF COCOA
ACCOUNTING DIVISION
65 STONE STREET
COCOA FL 32922

Customer ID:	000258144
PO / Contract No:	
Payment Terms:	Net 30
Due Date:	4/18/2024
Amount Due:	**$137,446.27**

PROJECT ID: COCOAMNT

For questions about your invoice, please contact Jamie Kennedy at 980/373-7190

Line	Date of Charge	Description	Net Amount
1		Customer Requested Runs per Contract for Generator Fuel Usage	$120,034.23
2		Customer Requested Runs per Contract for Generator Maintenance	$17,412.04
		Amount Due:	**$137,446.27**

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

i Please detach and return with your payment. Please indicate invoice number on check. **i**

Payment Coupon

Please make check payable to:

Duke Energy
PO Box 602880
Charlotte NC 28260-2880

ACH Instructions:

Wells Fargo - Florida
121000248
Duke Energy
002062640508238

Invoice Number:	**OTH-0024243**
Corporation Code:	50227
Please Pay By:	4/18/2024
Customer ID:	000258144
Total Amount Due:	**$137,446.27**

Fed Tax ID # 56-2155481

CITY OF COCOA
ACCOUNTING DIVISION
65 STONE STREET
COCOA FL 32922

Amount Enclosed

18152008000000000000000000700137446278

Effective Date of Contract 02/26/20 - 02/25/31, Approved by Council 02/26/20, Resolution # 2020-119, $36,140.00 per Month for 120 Months
Amendment # 1 Approved by Council 04/27/21

DUKE ENERGY.

SECTION NO. VII
THIRD REVISED SHEET NO. 7.270
CANCELS SECOND REVISED SHEET NO. 7.270

PREMIER POWER SERVICE CONTRACT

The undersigned City of Cocoa, a Florida municipal corporation, (hereinafter "the Customer") hereby applies to Duke Energy Florida, LLC (hereinafter "the Company") for backup electric services to the Customer's **Claude H. Dyal Water Treatment Plant** facility at **28400 State Road 520, Christmas, Florida 32709** (hereinafter "the Customer's Facility") located in Orange County, Florida., to be provided by an on-site generator installed, owned, operated and maintained by the Company for the purpose of continuing the supply of electricity to the Customer's Facility in the event the Customer's normal electric supply is interrupted and assisting the Company in meeting peak demands on the Company's system during periods of critical capacity conditions (hereinafter "the Services"). The Services shall be rendered in accordance with the terms of the Company's Premier Power Service Rider, Rate Schedule PPS-1 (hereinafter "the PPS Rider," which is hereby incorporated into this Contract by this reference), as approved or subsequently revised by the Florida Public Service Commission, which is hereby incorporated into this Contract by this reference (a copy of the currently effective PPS Rider is attached hereto, **("Attachment B")**), and the following terms and conditions:

1. **Effective Date**

This Contract shall become effective upon the acceptance hereof by the Company, evidenced by the signature of its authorized representative appearing below, which, in conjunction with the PPS Rider and, subject to the terms of this Contract, the technical specifications described in the Company's proposal letter dated **March 1, 2020 ("Attachment A")**, shall constitute the entire agreement between the Customer and the Company with respect to provision of the Services. In the event of any conflict between the Company's proposal letter and the PPS Rider, in conjunction with this Contract, the PPS Rider, in conjunction with this Contract shall prevail.

2. **Term of Contract**

The term of this Contract is from 2/26, **2020**, or from the date the Services are first provided hereunder, whichever is later and continuing until one hundred twenty **(120)** months after the date Services are first provided.

3. **Customer Payments**

The Customer's Monthly Service Payment determined in accordance with the PPS Rider shall be **$36,140.00**, exclusive of present or future federal, state, municipal or other sales, use, gross receipts, or property tax, or similar charge with respect to the Services, which the Customer shall also pay. If the Customer fails to pay any amount owed the Company hereunder when due, such past due amounts shall accrue interest at the rate of 18% per annum or the maximum legal rate, whichever is lower. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, the Company may suspend the Services to the Customer. In the event that the Customer fails to pay any past due amounts for a period of sixty (60) days, the Company shall have the right to access and remove the facilities at the Customer's expense. In such a circumstance, the Customer shall be responsible for paying a Termination Fee as more fully described in Section 8 below. Additionally, the Customer shall be liable to the Company for any attorney fees or other costs incurred in collection of this payment or any other amount due under this Contract. The Customer's obligations under this Section 3 shall survive the termination or cancellation of this Contract.

4. **Provision of Services and Installation Schedule**

The Company shall furnish labor, supervision, equipment, materials and transportation reasonably necessary to provide the Services. The Company shall be entitled to rely on the accuracy of any information provided by the Customer, which information is warranted by the Customer to be accurate and correct. Such information shall include, but is not limited to, the information the Customer is required to provide as described in Section 5 below. In the event of any unforeseen difficulties in performance of the Services due to conditions at the work site or due to the inaccuracy of any information relied upon by the Company, the Customer shall be liable and reimburse the Company for any increased costs or expenses incurred by the Company as a result of such difficulties, and the Monthly Service Payment, the Company's proposal letter, and Contract Term shall be equitably adjusted to compensate Company for any additional or increased work or time the Company may be required to incur. The Company shall exercise commercially reasonable efforts to commence the Services. The completion schedule for providing the Services shall be equitably adjusted to compensate the Company for any such unanticipated delays or delays to the installation or startup of the facilities for any reasons beyond the fault and neglect of the Company.

(Continued on next page)

5. **Customer Responsibilities**

The Customer shall provide a location on its premises for installation of the Company's facilities, any necessary access to the work site, as well as a reasonable lay-down area to perform the Services. Further, the Customer shall, so long as is necessary to provide the Services, provide access to the Company, upon reasonable notice to Customer (except in the case of an emergency, declared by the Company, in its sole discretion, in which case the Customer agrees that the Company has permission to access the Company's facilities without any prior notice to the Customer), for operation, maintenance and repair of the Company's facilities. Accordingly, the Customer shall be obligated, at its sole expense, to keep the premises on which the Company's facilities are located free and clear of anything that may impair the operation, maintenance and repair of such facilities or cause damage to the Company's facilities. In the event that the Customer fails to keep the premises on which the Company's facilities are located free and clear as described herein, the Company shall provide notice to the Customer of the Customer's failure to do so. If the Customer has not fully satisfied its obligation as described herein within five (5) business days of its receipt of such notice, the Company may either (i) suspend the Services to the Customer or (ii) clear the premises on which the Company's facilities are located on of anything that may impair the operation, maintenance and repair of such facilities. In the event that the Company chooses option (ii) above, the Customer shall be liable and reimburse the Company for all costs associated with the work performed.

Any delays or additional cost incurred by Company because of inadequate access to the work site shall be grounds for an equitable adjustment in the schedule and the Monthly Service Payment. The Company shall have the right to suspend the Services or adjust the schedule accordingly in the event that there is inadequate access to the work site, or if any required information is not promptly provided, or in the event that the safety of any person or property might be jeopardized by continuing with the Services. The Customer shall provide, at no cost to the Company, any plans, specifications, drawings or information that may be necessary or useful in the performance of the Services. The Customer will ensure that all Occupational Safety and Health Act requirements are adhered to for the area where any Company equipment in support of the Services is to be based. In the event of damage to Company owned equipment that is caused by the Customer or the Customer's agents, or any other cause not due to the fault or neglect of the Company the Customer agrees to pay all repair or replacement costs associated with the damage.

6. **Permits and Regulatory Requirements**

Other than acquiring its general business license, which the Company shall obtain and maintain, the Customer shall be responsible for obtaining any license or permit required of the Company in the Company's name to enable it to provide the Services. The Customer assumes the risk and responsibility for such compliance (including any changes to such requirements), and for securing such permits, licenses, and approvals from the proper authorities, and for paying any associated costs or fees should compliance with any laws, rules, regulations, or ordinances of any federal, state, or local authority, or of any agency thereof (including, but not limited to, certification to do business as a foreign corporation) require any changes in the Services; or should any permits, licenses, or approvals of plans and specifications for the Services or should any permits, licenses, or approvals for the installation or use thereof be required.

7. **Installed Equipment**

The Customer agrees that any equipment installed on the Customer's premises for the express purpose of providing the Services is and will remain the sole property of the Company until such time as the Customer may wish to exercise its purchase rights set forth in Section 9 below. The Company reserves the right to modify or upgrade equipment as the Company deems necessary, in its sole discretion, for the continued supply of these Services. If equipment modifications or upgrades are requested by the Customer, however, any such modifications or upgrades will be at the Customer's expense.

8. **Early Termination of Contract**

The Customer has the right to terminate this Contract before the entire Contract Term has expired, provided that the Customer a) notifies the Company in writing a minimum of 60 days prior to termination of the Services and b) pays a Termination Fee. The Termination Fee will be calculated by taking the sum of the Customer's payments remaining in the Contract Term, adding an estimated removal cost, and subtracting therefrom the sum of avoided costs, including but not limited to maintenance costs, if any, and the estimated salvage value as reasonably determined by the Company. In the event of any termination of this Contract before the end of the Contract Term, the Company shall also be compensated for all Services provided to Customer prior to the effective date of termination, and for all costs reasonable incurred by the Company in preparation for the providing of Services prior to the effective date of any termination of this Contract or any termination of Services being provided pursuant to this Contract.

9. **End of Contract**

At the end of the Contract Term the Customer shall have the option to a) renew the terms of this Contract for an agreed upon period at an agreed upon price between the Company and the Customer, b) purchase equipment, if any, that has been installed on Customer's premises at an agreed upon price, or c) terminate this Contract which will require removal of any equipment owned and installed by the Company for the purpose of providing the Services. If the Company does not receive Customer's written confirmation as to which option is being selected within 60 days prior to the end of the Contract Term or if options (a) or (b) are selected but the parties have failed to reach agreement upon the renewal term or the price to be paid, Customer will be deemed to have selected option (c) to terminate.

(Continued on next page)

10. Warranty

The Company warrants that Services shall be performed in accordance with generally accepted industry practices. THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE, AND NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, SHALL APPLY.

The Customer warrants that the premises on which the Company's facilities are to be located is suitable for the location of such facilities. The Customer further warrants that the placing of such facilities on such premises complies with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state or local governmental requirements.

11. Limitation of Liability and Indemnification

Notwithstanding anything herein to the contrary, neither the Company nor its employees, its subcontractors or suppliers shall be liable for any direct, indirect, general, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder. Further, notwithstanding anything herein to the contrary, in no event shall the Company's liability arising out of or in connection with the performance or non-performance of the Services exceed the Customer's payments received by the Company pursuant to Section 3 above. The provisions of this Section 11 shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise.

The Customer shall arrange its electrical requirements to ensure that the electrical requirement to be supplied when normal service is interrupted will not be greater than the generation capacity. Accordingly, in no event shall the Company be liable for any claims, damages, cost, expenses or causes of action arising out of the failure of the Customer to so arrange its electrical requirements. Further, the Customer shall indemnify, defend and hold harmless the Company from any claims, liabilities, obligations, damages, costs and expenses (including, but not limited to, reasonable attorney's fees) or causes of action of whatsoever kind or nature for injury or death to any person and for damage to or destruction of property, to the extent resulting from the failure of the Customer to so arrange its electrical requirements.

12. Force Majeure

Except for the Customer's obligation to pay the Company any sum of money owed the Company hereunder, neither party shall be liable for its failure to perform hereunder if such failure is due to any act or circumstance beyond the reasonable control, and not due to the fault or neglect of, of the party claiming the event of force majeure including, but not limited to the following acts or circumstances: (i) act(s) of God, (ii) war or wars, (iii) government regulation by a governmental authority having jurisdiction (including, but not limited to, any law, rule, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency), (iv) act(s) or threatened act(s) of terror, including, but not limited to any acts by organized groups of terrorists or any acts of a public enemy (v) disaster(s) (including, but not limited to, hurricane, tornado, tropical storm, earthquake, or major storm), (vi) any pandemic, epidemic, pestilence, plague, or outbreak, (vii) strike, lockout, or industrial disputes, (viii) civil disorder, riot, or disturbance of the peace, (ix) any third party act for which the party who fails to perform is not responsible, or (x) any other condition or circumstance, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances) beyond the reasonable control and fault of the party claiming the force majeure event.

In the event that either party is rendered unable, wholly or in part, by reason of an event of force majeure to perform any obligations set forth in the Contract, other than the Customer's obligation to pay a sum of money owed hereunder to the Company, then such party shall give the other party written notice and reasonably full particulars of such event as soon as practicable after the occurrence thereof, and thereafter, the obligations of both parties shall be suspended to the extent and for the period of such force majeure condition and such cause shall be remedied with all reasonable dispatch. Settlement of strikes and lockouts shall be entirely within the discretion of the party affected and the requirement that any event of force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the parties directly or indirectly involved in such strikes or lockouts when such course is inadvisable in the discretion of the party having such difficulty.

To the extent the force majeure event causes a delay or an increase in costs or expenses to the Company, the Customer shall be liable to the Company for all increased costs and expenses incurred by the Company as a result of such force majeure event. In no event shall the Company be responsible for any damages arising out of any failure to perform or delay arising as a result of such force majeure event.

13. Non-Waiver

The failure of either party to insist upon the performance of any term or condition of this Contract or to exercise any right hereunder on one or more occasions shall not constitute a wavier or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

(Continued on next page)

14. **Regulatory Authority and Governing Law**

The Services provided under this Contract are subject to the regulatory authority of the Florida Public Service Commission (hereinafter "the FPSC"), and shall also be governed by the laws of the State of Florida. This Contract is subject to changes or substitutions, either in whole or in part, made from time to time by order of the FPSC, and each party to this Contract reserves the right to seek approval of such changes or substitutions, in accordance with law, from the FPSC. Unless specified otherwise, any such changes or substitutions shall become effective immediately and shall nullify all prior provisions in conflict therewith.

15. **Dispute Resolution**

The Company and the Customer shall endeavor to resolve any claim or other matter in question between the parties to this Contract arising out of or related in any way to this Contract by negotiation or mutual agreement. The Florida Public Service Commission and/or a court of competent jurisdiction in the State of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the parties to this Contract arising out of or related in any way to this Contract, with the Florida Public Service Commission and/or such court having sole and exclusive jurisdiction over any such matters. In no event will any such claim be submitted to arbitration, or to a court in any other jurisdiction, without the express written consent of both Parties.

16. **Entire Agreement**

The Contract constitutes the entire understanding between the Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements or understanding between the parties. The parties shall not be bound by or be liable for any statement, prior negotiation, correspondence, representation, promise, draft agreements, inducement or understanding of any kind or nature not set forth or provided for herein. No prior course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition, or instruction used in this Contract.

17. **Modification**

No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both parties and specifically states it is an amendment to this Contract.

18. **Severability**

In the event any provision, or any part or portion of any provision of this Contract shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion, so long as the Contract is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either party.

IN WITNESS WHEREOF, the parties have duly executed this Contract.

City of Cocoa, a Florida municipal corporation

By: John M. Titkanich

Name: John A. Titkanich, Jr. AICP, ICMA-CM

Title: City Manager

Date: 2/26/2020

Duke Energy Florida, LLC

By: Melissa B. Johns

Name: Melisa B. Johns

Title: Vice President

Date: 2/11/20

Attachment A

Proposal

March 1, 2020

Premier Power Scope:

The Company will provide the design, engineering, labor, supervision, equipment, materials, and such other Services as may be necessary to operate and maintain the backup generation system as described below:

- **The Company will furnish and install:**
  - **One (1) 2,500kW, four (4) Engine Generation System ("System")**
    - **The System will be EPA Tier 4 Final certified.**
    - **The System will be housed within level II sound attenuated enclosures.**
    - **One (1) 5000A 600V Output Breaker included.**
    - **48-hour Underwriters Laboratories ("UL") 142 sub-base fuel tanks included.**
    - **Woodward and SEL devices for control and protection included.**
    - **The 2,500kW 4 engine System will be expandable to 3,125kW.**
  - **One (1) 5000kVA 600V-4,160V Step-Up, Pad-Mounted, Transformer.**
  - **One (1) Medium Voltage 5kV Automatic Transfer Switchgear enclosed within a NEMA 1 enclosure.**
    - **Space in the enclosure will be included for Company provided current transformers and potential transformers for revenue metering.**
    - **One (1) Master Control included.**
    - **One (1) Human-Machine Interface ("HMI") touchscreen interface included.**
    - **DC Battery system included.**
- **The Company shall maintain 24-hour continuous remote monitoring and service dispatch.**
  - **In the event an issue occurs with the System, the Company shall notify the Customer of the issue and inform the Customer as repairs to the System progress.**
  - **In the event a lower level issue occurs that does not impact the operation or performance of the System, the Company shall use commercially reasonable efforts to resolve the issue within days.**
  - **In the event an issue occurs that impacts the operation or performance of the System, the Company shall use commercially reasonable efforts to have a technician visit the Customer's facility within two (2) hours.**
    - **If the Company is unable to resolve the issue during the visit, the Company and the Customer shall mutually agree on a solution and time frame for the Company to resolve the issue.**
    - **In the event the Company determines the use of temporary backup generator rental(s) is necessary due to the time frame required to repair the System, the Customer shall not be responsible for the cost of the temporary backup generator rental(s).**
- **The Company shall be responsible for annual maintenance services by qualified technicians for the term of this Contract.**
- **Notwithstanding Section 6 of the Premier Power Service Contract, Customer agrees that the Company will obtain all necessary permits to operate and maintain the equipment over the term of this Contract.**
- **Consistent with Florida law, Section 11 of the Premier Power Service Contract shall not apply in instances of gross negligence or intentional misconduct by the Company.**

Value Proposition:

The equipment will be owned, operated, maintained and monitored 24/7 by the Company.

The Company shall provide the Customer with documentation of annual preventative maintenance that is performed on the System. The Company shall provide the Customer with email and local direct telephone contacts for the Company.

The Customer's Monthly Service Payment is $36,140.00 (Thirty-Six Thousand, One Hundred Forty and No/100ths Dollars) per month for the one hundred twenty (120) months' Contract duration. At the end of one hundred twenty (120) months the Customer may:

a. **Request an extension to the Contract;**
b. **Purchase the System and other equipment at fair market value; or**
c. **Request the Company to remove the System and other equipment at the end of the Contract term.**

Customer Responsibilities:

The Customer will provide an adequate easement for the location of the System and other Company facilities and equipment upon request of the Company.

DUKE ENERGY®

RATE SCHEDULE PPS-1
GENERAL SERVICE – PREMIER POWER SERVICE RIDER

Availability:

Available throughout the entire territory served by the Company.

Applicable:

This Rider is applicable on a voluntary basis to a customer with a minimum measured demand of 50 kW taking service under non-residential Rate Schedules GS-1, GST-1, GSD-1, GSDT-1, GSLM-1, CS-1, CS-2, CS-3, CST-1, CST-2, CST-3, IS-1, IS-2, IST-1, or IST-2 when the customer contracts with the Company to own, install, operate and maintain generation on the customer's premises for the primary purpose of providing a back-up supply of electric service in the event normal electric supply is interrupted. The applicable non-residential Rate Schedule with which this Rider is used is modified only as required by the terms hereof.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or resale service is not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

Monthly Service Payment:

The Monthly Service Payment under this Rider is in addition to the monthly rate determined under the applicable non-residential Rate Schedule and other riders, if applicable, and shall be calculated based on the following formula:

Monthly Service Payment = Capital Cost + Expenses

Where:

Capital Cost equals a carrying cost times the levelized plant investment based upon the estimated installed cost of facilities. The carrying cost includes the cost of capital, reflecting current capital structure and most recent approved return on common equity; income taxes; property taxes; general plant; administrative and general plant-related expenses; and intangible plant. Any replacement cost expected to be incurred during the Contract Period will also be included. Any special equipment installed by the Company that is not necessary to support back-up service to the customer shall not be included in the Monthly Service Payment.

Expenses shall be levelized over the Contract Term and shall include: Company operations and maintenance (O&M) expenses times a carrying cost that is inclusive of administrative and general and labor expenses related to O&M and cash working capital; third-party expenses for operations and maintenance, warranties, or insurance; fuel expense, based upon an estimate of the cost of fuel consumed for normal back-up operation and testing, less a credit based upon the system average cost of fuel and purchased power included in retail tariffs; inventory cost associated with fuel, materials, and supplies times a carrying cost that recovers the cost of capital and income taxes; depreciation expense, adjusted for the estimated salvage value at the end of the Contract Term; deferred income taxes; and customer accounting, customer service and information, program administration, and sales expenses. Any expenses incurred in operating the on-site generation for other than normal back-up operation and testing shall not be included in the Monthly Service Payment.

Installation cost will be recovered over the initial Contract Term. Pricing of capital-related costs and expenses shall be based upon no shorter than 10 years from the equipment's original in-service date and the resulting Monthly Service Payment shall include an upward adjustment for Contract Terms that expire prior to 10 years from this in-service date.

(Continued on Page No. 2)

RATE SCHEDULE PPS-1
GENERAL SERVICE – PREMIER POWER SERVICE RIDER

(Continued from Page No. 1)

Definition of Services:

Services provided under the terms of this Rider shall be provided by an on-site generator supplied by the Company for the purpose of continuing the supply of electricity to the customer's site in the event the normal electric supply is interrupted. In cases where the customer's total electric requirement exceeds the generation capability, the customer shall arrange its electrical requirements to ensure that the electrical requirement to be supplied when normal service is interrupted will not be greater than the generation capacity. The minimum generator capacity supplied by the Company under this rider shall be not less than 50 kW.

The Company shall have the right to operate the on-site generator at all times it deems appropriate, including, but not limited to, for the purposes of testing of the generator to verify that it will operate within required parameters, and dispatching the generator to assist in meeting system demand or for other system benefits. The generator and appropriate transfer switching shall be electrically connected on the Company's side of the billing meter; therefore, billing for generation provided during normal back-up operation and testing shall continue to be billed under the applicable non-residential Rate Schedule based solely upon consumption registered on the Company's billing meter.

Minimum Monthly Bill:

The minimum monthly bill shall be the customer's minimum bill under the applicable non-residential Rate Schedule, plus the Monthly Service Payment under this Rider.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company designated locations.

Term of Service:

Service under this Rider shall be for the term specified in the Premier Power Service Contract.

Service Contract:

The Company and the customer shall execute a Premier Power Service Contract that will state the amount of the customer's Monthly Service Payment determined in accordance with this Rider, the Contract Term, and other terms and conditions pertinent to providing Premier Power Service.

Effective Date of Contract 02/26/20 - 02/25/31, Approved by Council 02/26/20, Resolution # 2020-119, $36,140.00 per Month for 120 Months
Amendment # 1 Approved by Council 04/27/21

First Amendment to the Premier Power Service Contract

This First Amendment to the Premier Power Service Contract ("First Amendment") is made and entered into as of May 3rd, 2021 (the "Effective Date") by and between Duke Energy Florida, LLC (the "Company") and City of Cocoa, a Florida municipal corporation (the "Customer"). This First Amendment is issued pursuant to the Premier Power Service Contract, initially dated and executed by the Company on February 11, 2020 to become effective as of February 26, 2020 (the "Contract") which Contract is hereby incorporated into this First Amendment by reference. This First Amendment shall be governed by the terms and conditions set forth in the Contract. Duke and Customer desire to modify the Contract as set forth herein. Duke and Customer are hereinafter individually referred to as a "Party" and collectively as the "Parties".

WHEREAS, the Parties now desire to modify and amend the Contract to the sole extent as set forth in this First Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The section titled Premier Power Scope of Attachment A of the Contract is replaced and superseded with the following:

Premier Power Scope:

The Company will provide the design, engineering, labor, supervision, equipment, materials, and such other Services as may be necessary to operate and maintain the backup generation system as described below:

- The Company will furnish and install:
    - One (1) 3,000kW, Generation System ("System")
        - The System will be EPA Tier 4 Final certified.
        - The System will be housed within level II sound attenuated enclosures.
        - One (1) 5000A 480V Output Breaker included.
        - 48-hour Underwriters Laboratories ("UL") 142 sub-base fuel tanks included.
        - Woodward and SEL devices for control and protection included.
    - One (1) 480V-4,160V Step-Up, Pad-Mounted, Transformer.
    - One (1) Medium Voltage 5kV Automatic Transfer Switchgear enclosed within a NEMA 1 enclosure.
        - Space in the enclosure will be included for Company provided current transformers and potential transformers for revenue metering.
        - One (1) Master Control included.
        - One (1) Human-Machine Interface ("HMI") touchscreen interface included.
        - DC Battery system included.
- The Company shall maintain 24-hour continuous remote monitoring and service dispatch.
    - In the event an issue occurs with the System, the Company shall notify the Customer of the issue and inform the Customer as repairs to the System progress.
    - In the event a lower level issue occurs that does not impact the operation or performance of the System, the Company shall use commercially reasonable efforts to resolve the issue within days.

- In the event an issue occurs that impacts the operation or performance of the System, the Company shall use commercially reasonable efforts to have a technician visit the Customer's facility within two (2) hours.
    - If the Company is unable to resolve the issue during the visit, the Company and the Customer shall mutually agree on a solution and time frame for the Company to resolve the issue.
    - In the event the Company determines the use of temporary backup generator rental(s) is necessary due to the time frame required to repair the System, the Customer shall not be responsible for the cost of the temporary backup generator rental(s).

- The Company shall be responsible for annual maintenance services by qualified technicians for the term of this Contract.
- Notwithstanding Section 6 of the Premier Power Service Contract, Customer agrees that the Company will obtain all necessary permits to operate and maintain the equipment over the term of this Contract.
- Consistent with Florida law, Section 11 of the Premier Power Service Contract shall not apply in instances of gross negligence or intentional misconduct by the Company.

4. All other provisions of the Premier Power Service Contract not affected by this First Amendment shall remain in force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Premier Power Service Contract to be executed by their duly authorized representatives as of the Effective Date first above written.

City of Cocoa, a Florida municipal corporation

By: _____

(type/print) Stockton Whitten

Title: City Manager

Date: 4/27/2021

Duke Energy Florida, LLC

By: _____
T. Ray Best II (May 3, 2021 20:16 EDT)

(type/print): T. Ray Best II

Title: Director, Project Delivery

Date: May 3, 2021

City of Cocoa - 1st Amednment to Premier Power Service Contract

Final Audit Report 2021-05-04

Created:	2021-05-03
By:	Pablo Hidalgo (Pablo.Hidalgo@duke-energy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgKT-M4-JoftfTTTVfNDID--sXeL4TfOz

"City of Cocoa - 1st Amednment to Premier Power Service Contract" History

Document created by Pablo Hidalgo (Pablo.Hidalgo@duke-energy.com)
2021-05-03 - 4:38:09 PM GMT- IP address: 159.110.132.243

Document emailed to T. Ray Best II (ray.best@duke-energy.com) for signature
2021-05-03 - 4:40:27 PM GMT

Email viewed by T. Ray Best II (ray.best@duke-energy.com)
2021-05-04 - 0:15:18 AM GMT- IP address: 159.110.132.244

Document e-signed by T. Ray Best II (ray.best@duke-energy.com)
Signature Date: 2021-05-04 - 0:16:26 AM GMT - Time Source: server- IP address: 159.110.132.244

Agreement completed.
2021-05-04 - 0:16:26 AM GMT

Adobe Sign

RESOLUTION NO. 2024-052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 4th day of June, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-079-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4020 | DATE PREPARED: 04/08/24

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 310,121)	421-4010-536.39-00		CONTINGENCY	$ 0	$ 0	($ 310,121)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 310,121)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 180,000	421-4020-536.43-00		ELECTRIC/WATER/SEWER	$ 0	$ 0	$ 180,000	$ 0
$ 130,121	421-4020-536.34-00		CONTRACT SERVICES	$ 0	$ 0	$ 130,121	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 310,121	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

$180,000 for Duke Power 43-00 is projected to be short based off the current run rate. There was a rate increase in early 2023; the new rate was not used for the FY24 budget. $131,121 is needed to pay an outstanding Duke Energy invoice for services outside normal back-up operation of the Duke Generator. Agenda #: 24-196

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 06/04/24 RESOLUTION #: 2024-052

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

James Mitchell Digitally signed by James Mitchell Date: 2024.04.08 09:58:57 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.04.09 11:40:54 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2024.04.08 13:50:27 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.05.31 08:31:36 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	24-329	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Agenda Ready
File created:	5/30/2024			**In control:**	City Council
On agenda:	6/4/2024			**Final action:**	
Title:	Consideration of Second and Final Reading of a Land Development Code Amendment to Chapter 18, Subdivisions, to create a new Article VII, Lot Splits and Boundary Line Adjustments, and to make certain other amendments to Chapter 18 as necessary to effectuate the new Article VII; providing amendments to the City's subdivision application requirements and processing procedures for Preliminary and Final Plats; altering the requirements for posting security to ensure completion of public improvements prior to Final Plat Approval; amending processing procedures for site plans processed concurrently with plat applications; eliminating specific procedures related to flag lots; changing staff designations; and providing for the repeal of prior inconsistent ordinances and resolutions. (Planner)			
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 06-2024 - Establishing Lot Split Process and Amending Subdivision Procedures 6-2024 Business Impact Estimate Cocoa.pdf 10206738.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 28, 2024
Agenda Date: June 4, 2024
Prepared By: Stephen Noto - Planning Consultant
Through: Stockton Whitten - City Manager
Requested Action:
Consideration of Second and Final Reading of a Land Development Code Amendment to Chapter 18, Subdivisions, to create a new Article VII, Lot Splits and Boundary Line Adjustments, and to make certain other amendments to Chapter 18 as necessary to effectuate the new Article VII; providing amendments to the City's subdivision application requirements and processing procedures for Preliminary and Final Plats; altering the requirements for posting security to ensure completion of public improvements prior to Final Plat Approval; amending processing procedures for site plans processed concurrently with plat applications; eliminating specific procedures related to flag lots; changing staff designations; and providing for the repeal of prior inconsistent ordinances and resolutions.

BACKGROUND:

The applicant, City of Cocoa, is requesting an amendment to Land Development Code Chapter 18, as noted in the Requested Action above and attached Ordinance, in order to provide the following

updates:

- An efficient “lot split” procedure for the division of a previously platted or otherwise legally recorded lot or tract of land which results in the creation of exactly one (1) additional lot or tract of land rather than require plat approval as is currently required by the City Code.
- An efficient “boundary line adjustment” procedure for the adjustment of a lot line between contiguous lots or parcels.
- Other changes to Chapter 18 to effectuate the new lot split and boundary line adjustment procedures.
- Plat application requirements and platting procedures in the City of Cocoa to require certain documents with plat applications, public notice of hearings is adequately provided, and to ensure that the performance and construction of public improvements associated with a subdivision is adequately secured.
- The processing and public hearing process for site plans and final engineering plans or drawings.
- Removal of the previous flag lot process.

All proposed updates can be seen in the attached Ordinance. The below analysis is required by the Land Development Code and provides details on some of the requested updates.

I. Staff Analysis

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:
a. The need and justification for the change.
b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

a. Need and justification for the change;

Staff Finding: The initial purpose of the amendment was to provide for a clear Lot Split and Boundary Line adjustment process. The way the code is currently structured, if an applicant wished to subdivide land into two or more lots, they would be required to go through the full platting process. There were four exceptions to this requirement, as currently provided for in the definition of Subdivision:

(1) The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the city as required by the city zoning ordinance.
(2) The division of land into parcels greater than five (5) acres where no street right-of-way dedication is involved.
(3) The public acquisition of strips of land for the widening or opening of streets.
(4) The division of a tract of land in single ownership whose entire area is not greater than two (2) acres into not more than three (3) lots, where no street right-of-way dedication is involved, and where the resultant lots are equal to or exceed the standards of the city as required by the city zoning

ordinance.

There is currently not a process for applicants to follow if a property met any of these exceptions, and property owners would simply effectuate land divisions through the recording of deeds with the Brevard County Clerk of Court. These exceptions could result in the creation of lots that do not have sufficient buildable area or that do not conform to current zoning standards as they did not involve city approval. In addition, state law only requires a subdivision plat to be approved in the event that the division of land results in *three* lots or more. The City of Cocoa's current requirement to submit a subdivision plat for all divisions of land into two or more lots (except where an exception applies) is more onerous than state law requires.

These issues have been resolved through the amendment of the definition of "Subdivision" to mean only the division of land into three or more lots, consistent with state law, and the creation of the 'Boundary Line Adjustment' and 'Lot Split' procedures to uniformly process the division of land into not more than two lots and handle boundary adjustments in a more efficient manner with city approval. Separate procedures for the creation of flag lots are no longer necessary.
The review of a Lot Split, as detailed in the Ordinance, requires a full staff review, and approval by City Council, as also detailed in updates to Section 18-5. Boundary Line Adjustments, being more simplistic in nature, may be approved by the City Manager or his/her designee. The code amendments create a formalized process and will help the City better maintain files related to such requests. This will also improve Intergovernmental Coordination efforts between the City, the Property Appraiser, and the Clerk of the Court office.

Significant process updates were also required of Article II, Plats and Platting Procedures. As outlined in the updated Section 18-27, preliminary plats are now required to be submitted with a companion final engineering drawing, with few exceptions. These two plans are to be reviewed concurrently in most cases. This is to ensure that both engineering drawings and the plat are consistent with each other and conform to all code requirements, such as lot dimensions and setbacks, and reflect all necessary easements and adequately provide for common infrastructure for the development such as utilities and the like, and are properly reviewed and followed on the eventual final plat. Formal public notice requirements have also been added to Section 18-28, and Section 18-33 (Final Plat) as such requirements were not previously specified in the City Code.

Updates to Section 18-31(B), Improvement and maintenance security, provide improved financial protection for the City related to the construction of public improvements that are required of a project in the event that all public improvements are not substantially completed prior to the application for final plat approval. In addition, an advisory notice will be required on the face of a final plat, under the Mayor's signature block, advising prospective lot purchasers that a final plat was approved prior to completion of common amenities in the event they have not been substantially completed at the time of final plat approval.

Finally, the City Council will now be required to approve site plans/final engineering drawings that are submitted in conjunction with a subdivision plat. The Planning and Zoning Board will make a recommendation only. This is to avoid the current situation where City Council approval of a preliminary plat is required, but the Planning and Zoning Board is the final decisionmaker on the site plan or final engineering drawings that accompany the preliminary plat.

b. The relationship of the proposed amendment to the purposes and objectives of the

comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Staff Finding:

This amendment is consistent with the following policies:

Future Land Use Element

Objective 1.1.5: Neighborhood Protection. The City shall ensure that additional growth and development will be respectful of established neighborhoods that define much of the City's character.

Policy 1.1.5.3: The City's land development regulations shall maintain appropriate standards and nuisance regulations to limit the impact of more intense development on established residential zones.

Objective 1.1.10: Plan Implementation. The City shall maintain, amend and develop land development regulations that guide future growth and development, discourage the proliferation of urban sprawl and implement the goals, objectives and policies of this comprehensive plan.

Policy 1.1.10.1: The City shall maintain land development regulations as required by F.S. that shall contain specific and detailed provisions required to implement the Comprehensive Plan.

Policy 1.1.10.2: Future development and redevelopment activities shall be directed toward appropriate areas considering the topography, soil conditions and availability of facilities and services, and consistent with sound planning principles, minimal natural constraints, and the goals, objectives, and policies provided in the Comprehensive Plan.

Housing Element

Goal 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.

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

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

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

GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.

Objective 3.7.1: Infill Development: The City shall continue to promote infill housing development

by supporting alternative development standards where appropriate and feasible.

Objective 3.7.3: Land Development Regulations. To the greatest extent possible, the City's land development regulations shall not contribute to increased housing costs.

Policy 3.7.3.1: The City shall conduct periodic reviews of existing land development regulations and consider before adoption, policies, procedures, ordinances, regulations, or plan provisions that may have an impact on the cost of housing.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Planning and Zoning recommended approval to City Council on May 1, 2024.

RECOMMENDED MOTION:

Adopt on Second and Final Reading Ordinance 6-2024, a Land Development Code Amendment to Chapter 18, Subdivisions, to create a new Article VII, Lot Splits and Boundary Line Adjustments, and to make certain other amendments to Chapter 18 as necessary to effectuate the new Article VII; providing amendments to the City's subdivision application requirements and processing procedures for Preliminary and Final Plats; altering the requirements for posting security to ensure completion of public improvements prior to Final Plat Approval; amending processing procedures for site plans processed concurrently with plat applications; eliminating specific procedures related to flag lots; changing staff designations; and providing for the repeal of prior inconsistent ordinances and resolutions.

ORDINANCE NO. 06-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 18, *SUBDIVISIONS*, OF THE CODE OF THE CITY OF COCOA TO CREATE A NEW ARTICLE VII, *LOT SPLITS AND BOUNDARY LINE ADJUSTMENTS*, AND TO MAKE CERTAIN OTHER AMENDMENTS TO CHAPTER 18, OF THE CODE AS MAY BE NECESSARY TO EFFECTUATE THE NEW ARTICLE VII; PROVIDING FOR AMENDMENTS TO THE CITY'S SUBDIVISION APPLICATION REQUIREMENTS AND PROCESSING PROCEDURES FOR BOTH PRELIMINARY AND FINAL PLATS; ALTERING THE REQUIREMENTS FOR POSTING SECURITY TO ENSURE COMPLETION OF PUBLIC IMPROVEMENTS PRIOR TO FINAL PLAT APPROVAL; AMENDING THE PROCESSING PROCEDURES FOR SITE PLANS PROCESSED CONCURRENTLY WITH PLAT APPLICATIONS AND REQUIRING APPROVAL OF THE CITY COUNCIL ON SUCH SITE PLANS; ELIMINATING SPECIFIC PROCEDURES FOR THE CREATION OF FLAG LOTS WITHIN THE CITY OF COCOA; CHANGING REFERENCES TO THE COMMUNITY DEVELOPMENT DIRECTOR TO THE CITY MANAGER OR DESIGNEE IN THE CODE RELATED TO SUBDIVISION AND SITE PLAN APPLICATION PROCESSING; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 18, *Subdivisions*, governs all subdivisions of land within the corporate limits of the City of Cocoa; and

WHEREAS, Chapter 177 of the Florida Statutes requires a plat to be approved and recorded only for all subdivisions of land where a parcel is divided into three or more lots; and

WHEREAS, the City desires to create an efficient "lot split" procedure for the division of a previously platted or otherwise legally recorded lot or tract of land which results in the creation of exactly one (1) additional lot or tract of land rather than require plat approval as is currently required by the City Code; and

WHEREAS, the City also desires to create an efficient "boundary line adjustment" procedure for the adjustment of a lot line between contiguous lots or parcels; and

WHEREAS, the City will make other changes to Chapter 18 to effectuate the new lot split and boundary line adjustment procedures, which will ensure the convenient and efficient division of lands in the City and ensure that any future divisions of land in the City of Cocoa will be reviewed by City staff or applicable boards to confirm that resulting lots are consistent with City Code and Comprehensive Plan requirements; and

WHEREAS, the City Council desires to update plat application requirements and platting procedures in the City of Cocoa to require certain documents with plat applications, public notice of hearings is adequately provided, and to ensure that the performance and construction of public improvements associated with a subdivision is adequately secured; and

WHEREAS, the City Council concludes that site plans and final engineering plans or drawings processed concurrently with plat applications should be heard and determined by the City Council rather than two different boards as is currently the City's practice; and

WHEREAS, a separate process for flag lot creation is no longer necessary now that lot split and subdivision processes have been updated; 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 the City 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 this reference as legislative findings of the City Council of the City of Cocoa.

Section 2. **Text Amendment.** The City of Cocoa Code of Ordinances, Chapter 18 is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Chapter 18. It is intended that the text in Chapter 18 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to this Ordinance):

* * *

Chapter 18 – SUBDIVISIONS

* * *

ARTICLE I. – IN GENERAL

Section 18-3. – Scope of Regulations.

The regulations herein shall govern all ~~sub~~divisions of land within the corporate limits of the city as now or hereafter established, except, however, that no requirements hereunder shall be so applied as to result in retroactive legislation.

Section 18-4. - Purpose and intent.

The purpose of this chapter is to establish procedures and standards for the development and ~~sub~~division of real estate within the corporate limits of the city in an effort to, among other things, insure proper legal description, identification, monumentation and recording of real estate boundaries; further orderly layout and appropriate use of land; provide safe, convenient, and economic circulation of vehicular traffic; provide suitable building sites which drain properly and are readily accessible to emergency vehicles; assure the installation of improvements; help conserve and protect the physical and economic resources of the city; and assure that land is developed in conformity with the land development plan of the city.

Section 18-5. - Council declared platting and division of land authority; approval prerequisite to recordation.

The city council shall be the official platting authority, and no plat of a land subdivision within the corporate limits of the city shall be entitled to record in the office of the clerk of the circuit court of Brevard County unless it shall have the approval of the city council inscribed thereon. The filing or recording of a plat of a subdivision without the approval of the city council as required by this chapter is declared to be a ~~misdemeanor~~ unlawful. Further, the city council shall be the official authority regarding the division of land, and no division of land within the corporate limits of the city shall be entitled to record in the office of the clerk of the circuit court of Brevard County unless it shall have the approval of the city council inscribed thereon. The filing or recording of any instrument effectuating a boundary line adjustment or lot split without the approval of the city council or City Manager or designee as required by this chapter after June 1, 2024 is declared to be unlawful. Divisions of land, plats and lots splits and boundary line adjustments deemed unlawful under this chapter shall not be recognized by the city, and the city will not consider the issuance of a development permit for such land. The foregoing restriction on the issuance of development permits shall not apply to divisions of land or adjustments of boundary lines completed prior to June 1, 2024 that were exempt from the requirement to obtain approval of a subdivision plat as formerly provided by this Chapter.

Section 18-6. Reference to unapproved, unrecorded plat prohibited.

The transfer of, sale of, agreement to sell, or negotiation to sell land by reference to or exhibition of, or other use of a plat of a subdivision, or any instrument effectuating a lot split or boundary line adjustment, that has not been given final approval by the city council or City Manager or designee as provided in this Chapter and recorded in the office of the clerk of the circuit court of Brevard County is prohibited.

Section 18-7. – Definitions.

For the purpose of this chapter, certain words or terms used herein are defined as follows:

* * *

Boundary line adjustment. An adjustment of a boundary line between contiguous lots or parcels, which may be platted or unplatted and which are under separate ownership or the same ownership, where such adjustment does not create any additional lots.

* * *

Lot split shall mean a division of a lot or tract of land which will result in the creation of exactly one (1) additional lot or tract of land, provided the lot or tract of land to be split is a lawfully previously platted lot or legal description of record which is recognized by the city for development permit purposes under this Chapter.

* * *

Subdivision includes all divisions of a tract or parcel of land into ~~two (2)~~ three (3) or more lots, building sites, or other divisions, for the purpose, whether immediate or future, of sales or building development, and shall include all divisions of land involving the dedication of a new street or a change in existing streets~~; provided, however, that the following shall not be included within this definition nor be subject to the regulations prescribed by this chapter.~~

~~(1) The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the city as required by the city zoning ordinance.~~

~~(2) The division of land into parcels greater than five (5) acres where no street right-of-way dedication is involved.~~

~~(3) The public acquisition of strips of land for the widening or opening of streets.~~

(4) ~~The division of a tract of land in single ownership whose entire area is not greater than two (2) acres into not more than three (3) lots, where no street right-of-way dedication is involved, and where the resultant lots are equal to or exceed the standards of the city as required by the city zoning ordinance~~.

Sec. 18-8. ~~Modification of requirements for large scale developments.~~ Reserved.

~~The requirements of this chapter may be modified in the case of a large scale community or neighborhood unit, such as a housing project or shopping center which is not subdivided into customary lots, blocks and streets, if the development is approved by the planning board and if it is in conformity with the purpose and intent of this chapter.~~

Sec. 18-9. – ~~Exceptions and modifications.~~ Reserved.

~~(a) The standards and requirements of this chapter may be modified by the city council upon recommendation of the planning board in the case of a plan or program for a complete group development, which, in the judgment of the board, provides adequate public spaces and improvements for the circulation, recreation, light, air and service needs of the tract when fully developed and populated, and which also provides such covenants or other legal provisions as will assure conformity to and achievement of the plan. The provision is intended to encourage innovations in housing types and subdivision design.~~

~~(b) A proposed subdivision consisting of primarily lots which are flag lots or similarly shaped lots conforming to RR-1 zoning district and having a joint use access so that each lot has direct access to a previously existing public roadway and consisting of fifty (50) lots or less may be exempt from the provisions of this chapter if the city council upon recommendation of the planning board determines that the proposed subdivision would otherwise insure proper legal description, identification, monumentation and recording of real estate boundaries; provide an orderly layout and appropriate use of land; provide safe, convenient, and economic circulation of traffic; provide suitable building sites which drain properly; assure the installation of improvements; and assure that the land is developed in conformity with the land development plan of the city.~~

* * *

ARTICLE II. – PLATS AND PLATTING PROCEDURES

Sec. 18-23. ~~Preapplication submission of plan required.~~ Reserved.

~~Prior to filing an application for conditional approval of the preliminary plan, the subdivider shall submit plans and data to the planning board through the city manager at least seven (7) days prior to the meeting at which it is to be considered. This step does not require formal application fee, or filing of any plat.~~

Sec. 18-24. ~~Contents of preapplication submission~~ Pre-application Meetings.

It is recommended that those desiring to submit an application for a subdivision meet with the community development department prior to submitting the application. No person may rely upon any comment made by any participant at the pre-application conference as a representation or implication that the application will be ultimately approved or rejected in any form. The pre-application submission ~~shall~~ should include the following:

~~(A) *General subdivision information* shall include the following:~~

(1) Data on the existing site conditions, such as physical characteristics, adjacent community facilities and public utilities.

(2) Description of the proposed subdivision, including the proposed number of lots, average lot width and depth, building types and sizes, community facilities, street and drainage improvements.

(3) Topographic map at a scale no smaller than one hundred (100) feet to one (1) inch, showing items (~~a~~ 1) and (~~b~~ 2) in sketch form.

~~(B) *Location map* shall be provided by the city to the subdivider at cost. The map shall be a copy of the community's future land development plan which shall be altered by such subdivider to show the relationship of the proposed subdivision to existing or proposed community facilities which will serve or influence it.~~

Sec. 18-25. ~~Action on preapplication submission.~~ Reserved.

~~Within seven (7) days following the planning board meeting at which the preapplication was submitted, the planning board shall inform the subdivider that the plans and data as submitted or as modified meet or do not meet the objectives of these regulations. When the planning board finds that the plans and data do not meet the provisions herein specified, it shall informally negotiate with the subdivider on changes deemed advisable to achieve the objectives of this chapter.~~

Sec. 18-26. ~~Application for preliminary plan approval required.~~ Reserved.

~~Following the preapplication review of a proposed subdivision, the subdivider shall submit the following to the city manager at least fifteen (15) days prior to the meeting of the planning board at which such plan is to be considered:~~

~~(A) A letter requesting review of a preliminary plan by the planning board and approval of the preliminary plan by the city council.~~

~~(B) Five (5) black or blueline prints of the proposed subdivision prepared in accordance with the submission requirements.~~

~~(C) When a preliminary plan is submitted for a subdivision, a fee of one hundred dollars ($100.00) shall accompany the proper exhibits for the purpose of administration and inspection, and is to be deposited in the general fund.~~

~~(D) The city manager shall submit one (1) copy of the plan to the city engineer, the utility administrator and such other public officials or agencies for their approval and comments. These department heads shall submit their comments in writing to the city manager prior to the planning board meeting at which such plan is to be reviewed.~~

Sec. 18-27. Submission requirements for preliminary ~~plan~~ plat and final engineering drawings.

No improvements, including clearing and grading, shall be undertaken until final engineering drawings for the subdivision, or unit division thereof, have been submitted to and approved by the City Council. Accordingly, the preliminary plat application shall be accompanied by and processed concurrently with final engineering drawings for the development, as well as a site plan if the specific plan of development is known for each lot to be created, at the time of preliminary

plat application submission, unless final engineering drawings and/or a site plan was previously approved by the City for the property or adequate means of providing ingress and egress, utilities, and drainage have been or may be provided as determined by the City Manager or designee. Final engineering drawings and site plans shall be processed in accordance with Appendix A, Zoning, Article XIII, Section 1 of the Zoning Ordinance of the City. The preliminary ~~plan~~ plat and final engineering drawing submission shall include the following:

(A) A preliminary ~~plan~~ plat drawn at a scale no smaller than one hundred (100) feet to one (1) inch by a registered surveyor or professional engineer showing graphically or by notes:

(1) Name of the proposed development.

(2) Name or names of the developers.

(3) Boundaries of tract shown with bearings, distances, closures and bulkhead lines.

(4) Site data:

(a) Name of owner, surveyor and engineer or land planner.

(b) Acreage in total tract; acreage in public or other land usage; average lot size; total number of lots.

(c) Names of adjoining subdivisions.

(d) The existing zoning classification, both on the land to be subdivided and on adjoining lands.

(e) Proposed streets, street names, rights-of-way, pavement widths and approximate grades.

(f) Proposed lot lines, lot and block numbers and approximate dimensions.

(g) Proposed parks, school sites or other public open spaces.

(h) Location, and classification of canals and waterways.

(i) Existing ground surfaces and proposed elevation of subdivision.

(j) Typical cross-sections of proposed grading, roadways and sidewalks.

(k) Type of pavement.

(l) Engineering drawings of the following utility systems and improvements:

1. Water
2. Sanitary sewer
3. Storm sewer
4. Bulkheads
5. Sidewalks
6. Streets

(5) Proposed land uses other than public or single family.

(6) A topographic data map drawn at a scale no smaller than one hundred (100) feet to one (1) inch by a registered surveyor showing:

(a) The location of existing and platted property lines, streets, buildings, watercourses, transmission lines, sewers, bridges, culverts and drain pipes, water mains, city limit lines and any public utility easements.

(b) Wooded areas, streams, lakes, marshes and any other physical conditions affecting the site.

(c) Contours based on U.S. coast and geodetic datum with a contour interval of one (1) foot.

(7) Proposed number and location of street lighting fixtures.

(8) Landscaping plan and tree removal and/or land clearing application in accordance with Appendix A, Zoning, Article XIII, Section 22.

(9) Title opinion: A title opinion from an attorney or a property information report that is prepared within the preceding sixty (60) days showing the status of the title to the site encompassed by the preliminary plat and all mortgages, liens, encumbrances and defects, if any.

(10) For Planned Unit Developments, the setbacks and building setback from the perimeter of the Planned Unit Development.

(B) Vicinity map showing relationship between subdivision and surrounding area.

Sec. 18-28. Action on preliminary ~~plan~~ plat by planning and zoning board.

(A) Following public notice as provided in this Section, the ~~The~~ planning and zoning board shall review the preliminary ~~plan~~ plat to determine its conformity with the land development plan and these regulations. Upon completing its review, the planning and zoning board shall recommend to the city council the approval, approval subject to conditions, or denial of the preliminary ~~plan~~ plat. In recommending approval subject to conditions or in recommending denial, the reasons for such action shall be stated in writing and reference shall be made to the specific sections of the chapter with which the preliminary ~~plan~~ plat does not comply. The subdivider shall be notified in writing of the action taken.

(B) Should the planning and zoning board fail to act on the proposed subdivision within thirty (30) days after its first appearance on the agenda of the planning and zoning board, the subdivider may seek preliminary ~~plan~~ plat approval at the next regularly scheduled meeting of the city council by notifying the city manager in writing and requesting to be placed on the council agenda.

(C) In addition to any notice requirements provided by state law, all public hearings on a preliminary plat and any accompanying final engineering or site plan shall be publicly noticed for at least ten (10) calendar days prior to any required planning and zoning board hearing

and such notice shall also include the date and time of the City Council hearing on the same. Said notice shall include the address of or an identification of the subject property, matter to be considered and the time, date and place of the hearing. The notice shall be posted in the following manner:

(1) Posting the affected property on a sign form provided by the city.

(2) Posting at city hall and on the City's website.

(3) Notifying, by U.S. mail, all owners of real property adjacent to and within approximately five hundred (500) feet of the subject property based on the information contained in the property appraiser's or similar property database. In addition, all neighborhood homeowner's associations registered with the city and located within one-half-mile of the property shall likewise be provided notice by U.S. mail. Such mailings are a courtesy notice. Failure to mail or receive such courtesy notice shall not affect any action or proceedings taken hereunder.

Said notices and mailing shall only be required for the initial public hearing and shall not be required for hearings that are continued to a date certain by the planning and zoning board or city council.

Sec. 18-29. Action on preliminary ~~plan~~ plat by city council.

(A) *Time.* The city council shall approve or disapprove the preliminary ~~plan~~ plat:

(1) Within thirty (30) days after its receipt of the recommendation of the planning and zoning board, or,

(2) Within thirty (30) days after being placed on the agenda of the city council if the planning board failed to act on the proposed subdivision within the required time.

(B) *Effect of Approval.* Approval of the preliminary ~~plan~~ plat shall not be construed as authority for filing of the ~~plan~~ plat with the clerk of the circuit court of Brevard County, nor as authority for the sale of lots in reference thereto. Approval of the preliminary ~~plan~~ plat authorizes the subdivider to install all required improvements in accordance with the approved plans and specifications. All work shall be inspected and approved by the city engineer. No improvements, including clearing and grading, shall be undertaken until final engineering drawings or site plan for the subdivision, or unit division thereof, have been submitted to and approved by the City Council.

Sec. 18-30. Application for final plat approval required.

(A) After the preliminary ~~plan~~ plat of a proposed land subdivision has been approved by the city council, the subdivider may, within one (1) year of the date of the preliminary ~~plan~~ plat approval submit to the city manager:

(1) A letter requesting approval of the final plat by the city council.

(2) An original linen tracing drawn in India ink, one (1) reproducible copy and five (5) black or blueline prints of the final plat.

(B) Failure to apply for final plat approval within one (1) year shall cause the preliminary ~~plan~~ plat approval to cease and become void. A time extension may be granted by the city council upon written request by the subdivider. The final plat shall be properly signed and executed by the subdivider and his agents as required for recording by the clerk of the circuit court of Brevard County.

(C) At the time the final plat is submitted to the city for approval, the plat shall be accompanied by ~~a certificate of ownership from a recognized abstractor or licensed Florida attorney, stating who are the owners of and mortgagees of the property covered by the plat and a certificate from the county tax collector that all taxes which have become due and payable for the current period have been paid in full~~ a title opinion from an attorney or a property information report that is prepared within the preceding thirty (30) days showing the status of the title to the site encompassed by the final plat and all mortgages, liens, encumbrances and defects, if any.

(D) A certificate on the plat signed by the owner or owners and mortgagees, if any, stating that they agree to the preparation of the plat and dedicate the rights-of-way, easements and other public lands shown on the plat for public use shall be submitted.

Sec. 18-31. Submission requirements for final plat.

(A) *Plat.* The final plat shall be twenty-four (24) by thirty (30) inches in size and shall be drawn on linen with India ink at the scale no smaller than one hundred (100) feet to the inch meeting all the platting requirements of Florida Statutes, and shall conform substantially to the preliminary ~~plan~~ plat as approved. The final plat shall constitute only that portion of the approved preliminary ~~plan~~ plat which the subdivider proposes to record and develop at the time, provided, however, that such portion conforms to all requirements of this chapter. The final plat shall be prepared by a registered Florida surveyor and shall show the following information:

(1) Title, date, name and description of the subdivision and graphic scale.

(2) Name of the subdivider and registered surveyor.

(3) The lines and names of all streets and roads.

(4) Lot lines and lot and block numbers.

(5) Location, right-of-way and classification of canals and waterways.

(6) Reservations, easements, alleys and any areas to be dedicated to public use or sites for other than residential use with notes stating their purpose and any limitations.

(7) Sufficient data to determine readily and reproduce on the ground the location, bearing and length of every street line, lot line, boundary line whether curved or straight and including a north point.

(8) The radius, central angle, point of tangent, and arcs and chords of all curved streets and curved property lines.

(9) All dimensions should be to the nearest one-hundredths (100ths) of a foot and angles to the nearest second.

(10) A legal description of the subdivision boundaries with bearings and distances.

(11) Accurate location and descriptions of all monuments and markers.

(12) The names and locations of adjoining subdivisions, streets and unsubdivided property.

(13) Title opinion: A title opinion from an attorney or a property information report that is prepared within the preceding thirty (30) days showing the status of the title to the site encompassed by the final plat and all mortgages, liens, encumbrances and defects, if any. The City may request an update of the title opinion or property information report prior to recording of the final plat.

(B) *Improvement and maintenance security.* ~~Prior to the acceptance of required improvements by the city, a maintenance warranty bond in the amount of ten percent (10%) of the construction cost estimation of all such improvements shall be filed with the city.~~

(1) For final plat applications filed after June 1, 2024, where ~~Where~~ the required public improvements have not been substantially completed prior to the submission of the final plat, the approval of such plat shall be subject to the subdivider guaranteeing the installation of such public improvements through one (1) of the following methods:

(a~~1~~) Filing a ~~performance or surety bond~~ letter of credit in the amount of one hundred ten percent (110%) of the construction cost estimation of any unfinished portion of the required improvements and in a form acceptable to the City Attorney, which shall be presentable and payable to the City should the public improvements not be completed within two (2) years of final plat approval.

(b~~2~~) Depositing or placing in escrow a certified check, cash or other acceptable ~~pledge or~~ security as determined by the City Attorney, in the amount of one hundred ten percent (110%) of the construction cost estimation of any unfinished portion of the required improvements, which shall be subject to the City's use should the public improvements not be completed within two (2) years of final plat approval.

In addition, should the subdivider request approval of the final plat prior to substantial completion of all improvements, including both public and private improvements, the subdivider shall be required to place the following advisory notice on the first page of the plat, underneath the signature block for the City's mayor, in at least 12-point boldfaced type:

ADVISORY: At the request of the Owner, this final plat has been approved prior to the installation and completion of the subdivision improvements, which may include roads, curbs, gutters, sidewalks, utility lines, stormwater drainage improvements, and recreational amenities.

(2) Where the required public improvements have been substantially completed prior to the submission of the final plat, approval of such plat shall be subject to the subdivider guaranteeing the installation of such public improvements through one (1) of the methods described above in subsection (1) or by filing a performance surety bond in the amount of one hundred ten percent (110%) of the construction cost estimation of any unfinished portion of the required improvements and in a form acceptable to the City Attorney

(3) Prior to the acceptance of required public improvements by the city, a maintenance warranty bond in the amount of ten percent (10%) of the construction cost estimation of all such improvements shall be filed with the city. Such bond shall be for a one (1) year period of time commencing at the date of the city's acceptance, and shall cover all public improvements installed by the subdivider.

(C) *Private Covenants*. All land designated on the final plat as common open space, except public rights-of-way, including green(s) and all structures, roads and permitted drives, stormwater drainage facilities, and recreational amenities devoted to the common use of the inhabitants of this district shall be owned and maintained either by a property homeowners' association, a special taxing district, community development district, or a similar entity. In the case of a homeowners' association, the ownership shall be subject to mandatory covenants providing for the maintenance of the common facilities in a manner that assures its continuing use for its intended purpose. The subdivider shall submit evidence of the lawful formation of a homeowner's association or other ownership entity to be reviewed and approved by the city attorney for legal sufficiency prior to the final plat being scheduled for review by the city council. The final plat shall not be given full force and effect unless and until the declaration of restrictive covenants is provided to the city by the subdivider, has been reviewed and approved by the city attorney for legal sufficiency, and recorded in the public records of Brevard County.

Sec. 18-32. Review of final plat by manager.

Before acting on the final plat the city manager shall receive a written report from the city engineer certifying compliance with, or noting deviations from, the approved preliminary ~~plan~~ plat and the requirements of this chapter. The city manager shall recommend to the city council approval or disapproval of the final plat. In recommending denial, the reasons for such action shall be stated in writing and reference shall be made to the specific sections of the chapter with which the final plat does not comply. The subdivider shall be notified in writing of the action taken.

Sec. 18-33. Action on final plat by council.

(A) Following public notice as provided in this Section, the ~~The~~ city council shall approve or disapprove the final plat within thirty (30) days after receiving the recommendation of the city manager.

(B) Approval by the city council shall be noted on the original linen tracing, the reproducible copy and on the five (5) prints of the final plat. One (1) reproducible copy and five (5) prints will be retained by the city for administrative records.

(C) In addition to any notice requirements provided by state law, all public hearings on a final plat shall be publicly noticed for at least ten (10) calendar days prior to the City Council hearing. Said notice shall include the address of or an identification of the subject property, matter to be considered and the time, date and place of the hearing. The notice shall be posted in the following manner:

(1) Posting the affected property on a sign form provided by the city.

(2) Posting at city hall and on the City's website.

(3) Published in a newspaper of regular circulation within the City of Cocoa.

Sec. 18-34. Recording of the final plat.

Within thirty (30) days after the final plat has been approved by the city council, it shall have been recorded with the clerk of the Circuit Court of Brevard County by the city clerk. The subdivider shall be responsible for payment of the actual cost of recordation plus twenty-five dollars ($25.00). All cost will be payable to the city clerk and building permits shall not be issued until payment is received.

* * *

ARTICLE IV. – IMPROVEMENTS

Sec. 18-103. Installation or security prerequisite to plat approval; inspection, approval.

Approval of the final plat shall be subject to the subdivider having installed the public improvements hereinafter designated or having guaranteed, with a surety bond, ~~or escrow~~ letter of credit, or placing in escrow a certified check, cash or other acceptable security as provided in Section 18-31, the installation of such improvements. The city engineer shall be responsible for approving all plans and specifications for the required improvements, assuring adequate inspection of construction for compliance to the approved plans and specifications and for issuing a certificate of completion upon the acceptable completion of the work.

* * *

ARTICLE VII. – LOT SPLITS AND BOUNDARY LINE ADJUSTMENTS

Sec. 18-147. – Lot Splits.

The City Council may by resolution at a public hearing approve, approve with conditions, or deny divisions of land which constitute a lot split.

(a) *Lot split review and processing.* All lot splits shall be processed in the following manner:

(1) *Application.* An application form provided by the planning and zoning division shall be completed and filed with the division, accompanied by the following:

a. An application fee in an amount approved by resolution of the City Council;

b. One or more paper copies of the proposed lot split as specified in the application form and, if requested by the division, an electronic copy of the same;

c. A statement indicating whether new streets, water, sewer, drainage structures, or other infrastructure are required off-site to provide sufficient access or municipal services to the subject land;

d. A description of the planned means of access for each resulting lot and copy of proposed supporting cross-access easements, if any, including width of access ways or easements;

e. Legal descriptions and acreage of the two (2) proposed lots or tracts of land and a sketch of description showing the intended division shall be prepared by a duly licensed land surveyor registered in the state. If a lot or tract of land contains any principal or accessory structures, a survey showing the structures on the lot or tract of land shall accompany the application; and

f. Title opinion: A title opinion from an attorney or a property information report that is prepared within the preceding thirty (30) days showing the status of the title to the site encompassed by the lot split and all mortgages, liens, encumbrances and defects, if any.

(2) City staff review.

a. Upon receipt of a complete lot split application, the City Manager designee and City staff from public works, fire, and utilities departments as necessary, shall review the application and either find the application to be sufficient or indicate areas which are inadequately or improperly completed.

b. The City Attorney shall review the title opinion or certification.

c. City staff shall return in writing all comments, recommendations, and questions to the applicant within thirty (30) business days of receipt of a complete application.

d. Should any comment or recommendation made by the City reviewing staff require the applicant to revise its submittal, the City staff shall review the revised submittal and return all comments, recommendations, and questions to the applicant for further revision.

e. Upon completion of necessary revisions, the planning and zoning staff shall schedule the application for consideration by the City Council.

(3) *Public hearing*. The City Council shall consider an application for a lot split at a duly noticed public hearing and shall vote to recommend approval, approval with conditions, or disapproval of the lot split. Any approval of a lot split shall be by resolution of the City Council.

(4) *Review criteria*. Before any lot split is approved by the City Council, the applicant must demonstrate, and City Council must find, that the proposed lot split meets the following criteria:

a. The proposed lot split shall in every respect meet the criteria established elsewhere in this Chapter and the City Code for the category of zoning and other relevant codes and applicable laws under which the property is zoned.

b. The application is consistent with the City's comprehensive plan.

c. The application does not create any lots, tracts of land, or developments that do not conform to the City Code.

d. The application provides for proper and sufficient ingress and egress to all affected properties through a public or approved private street or perpetual cross access easements.

e. The application is compatible and in harmony with the surrounding neighborhood including with respect to the size of existing surrounding lots and development trends in the neighborhood which have been previously approved by the City Council.

f. The application does not create burdensome congestion on the streets and highways.

g. The application promotes the orderly layout and use of land.

h. The application provides for adequate light and air.

i. The application does not create an overcrowding of land.

j. The application does not pose any significant harm to the adequate and economical provision of water, sewer, and other public services.

k. If the lot split creates a flag lot, the narrow access strip shall be a minimum of thirty-five (35) feet in width. The narrow strip for each flag lot shall intersect a publicly dedicated and accepted road at no less than a sixty degree (60°) angle. Any flag lot of record prior to the

effective date of this amendment to the zoning laws of the City of Cocoa shall be considered a nonconforming lot of record if the narrow access strip is a minimum of ten (10) feet in width and said lot shall enjoy the same nonconforming rights as set forth in article X, section 3, Appendix A—Zoning, of the City of Cocoa Code. For the purposes of this section, "flag lot" shall mean any lot, plot, tract or parcel of land having a narrow, deeded, strip of land connecting the main body of said lot, plot, tract or parcel to a publicly dedicated and accepted road. For such lots, the lot width, lot depth and front, side and rear lot lines shall be established by the boundaries of the main body of such lot exclusive of the narrow connector strip of land.

(5) *Special notice for residential lot splits*. Any proposed lot split of a residentially zoned property shall require special notice be provided to adjacent property owners at least ten (10) days prior to the City Council meeting on the proposed residential lot split. Said notices shall be provided by regular mail to adjacent property owners within five hundred (500) feet of the property subject to the lot split application, and shall include the address and legal description of the subject property, and the date, time, and location of the City Council meeting. Notices provided under this subsection are hereby deemed courtesy notices only and the failure to provide or receive said notices shall not be a basis of appealing any decision made under this section. Applicants shall be solely responsible for the cost of the notices required by this subsection.

(b) *Recording*. Upon approval of any lot split by resolution of the City Council, the resolution of the City Council shall be duly recorded in the public records of Brevard County and the lot split shall be reflected on the appropriate City maps and documents.

(c) *Restriction on additional lot splits*. No further division of a lot which has been split pursuant to an approved lot split shall be permitted under this Section, except through the plat review and approval procedures of this Chapter.

Sec. 18-148. – Boundary Line Adjustments.

(a) *Boundary line adjustment*. An adjustment of a boundary line between contiguous lots or parcels (hereinafter “lots” or “lot”) which may be platted or unplatted and which are under separate ownership or the same ownership shall be exempt from the platting requirements of this Chapter if the boundary line adjustment does not create any additional lots and meets all of the following conditions.

(1) It is demonstrated that the request is to correct an engineering or surveying error in a recorded plat or is to permit a boundary change between adjacent lots; and

(2) Both landowners whose lot lines are being adjusted provide written consent to the boundary line adjustment; and

(3) Instrument(s) evidencing the boundary line adjustment shall be filed in the official records of Brevard County, Florida, upon approval, and shall indicate that the result of the boundary line adjustment will meet the standards of, and conforms to, the requirements of the City Code, including the dimensional requirements of the zoning district and the subdivision in which the lots are located. However, in cases of an existing nonconforming lot of record, the adjustment shall not increase the nonconformity of the lot; and

(4) It is demonstrated that the boundary line adjustment will not affect the development rights or permitted density or intensity of use of the affected lots by providing the opportunity to create a new lot(s) for resale or development or by making the density or intensity of any lot nonconforming.

The aggregation of multiple lots under common ownership shall not be considered a boundary line adjustment and may be accomplished through a unity of title agreement with the City.

(b) *Boundary line adjustment review and processing*. Every boundary line adjustment shall be processed in the following manner:

(1) *Application*. An application form provided by the planning and zoning division shall be completed and filed with the division, accompanied with the following:

a. An application fee approved by resolution of the City Council;

b. A narrative describing the reason(s) for the boundary line adjustment and proposed reconfiguration;

c. An affidavit by all property owners that they consent to the boundary line adjustment and resulting lot formation;

d. A survey of the original and proposed reconfigured lots prepared by a duly licensed land surveyor registered in Florida. The survey shall also include:

i. The location of any principal or accessory buildings or structures and the existing and proposed setbacks on each lot; and

ii. The existing location of all utilities serving the lots; and

iii. The location of proposed access to the lots, including the location of proposed access easements.

e. A title opinion from an attorney or a property information report that is prepared within the preceding thirty (30) days showing the status of the title to the site encompassed by the boundary line adjustment and all mortgages, liens, encumbrances and defects, if any;

f. Where required by the City Attorney, a joinder and consent from any affected mortgage holders;

g. Proposed deeds appropriate to accomplish any necessary property conveyances to effectuate the boundary line adjustment.

(2) *Review criteria*. The City Manager or designee shall approve, approve with conditions, or deny the boundary line adjustment using the criteria established below:

a. The boundary line adjustment shall not result in the creation of any additional lot;

b. The lots resulting after the boundary line adjustment shall meet all dimensional requirements specified for the applicable district as outlined in Appendix A, Article XI, of the City Code, except that in cases of an existing nonconforming lot of records, the adjustment shall not increase the nonconformity of the lot.

c. The boundary line adjustment shall not create a nonconforming setback for any existing building or structure;

d. All lots modified by the boundary line adjustment procedures shall have access in compliance with the standards established by the City;

e. The boundary line adjustment shall not cause lot lines to bisect on-site sewage disposal systems, prevent adequate access to water supply, obstruct fire lanes or otherwise interfere with the provision of utilities or emergency services;

f. The boundary line adjustment shall not violate an applicable requirement or condition of a previous land use action, subdivision, plat or site plan;

g. All boundary line adjustments shall be recorded surveys consistent with the requirements of applicable law. All boundary lines being adjusted shall be surveyed, and newly established lot corners shall be determined;

h. All conditions for a boundary line adjustment as established in subsection (a) shall be satisfied.

(c) *Unity of title*. The City Manager or designee shall require the affected property owners to enter into a unity of title agreement with the city for purposes of creating the new developable lots resulting from the boundary line adjustment. The City Manager shall be

required to execute the unity of title agreement on the City's behalf provided the application is in compliance with the provisions of this section. The City Manager or designee may determine that a unity of title agreement is not required for insubstantial boundary changes.

(d) *Recording*. No boundary line adjustment shall be recorded unless approved as provided in this section. The boundary line adjustment shall be recorded with the Clerk of the Court of Brevard County within twelve (12) months of approval by the planning official, and one reproducible copy shall be furnished to the planning and zoning division.

* * *

Section 3. Text Amendment. The Zoning Ordinance of the City of Cocoa, Appendix A, Article XIII, Section 1, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Section 1. It is intended that the text in Section 1 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to this Ordinance):

APPENDIX A – ZONING

* * *

ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

Sec. 1. Site plan approval process and procedures for development or change of use or any use approved as a special exception as well as mobile home parks or mobile home cooperatives.

(A) PURPOSE. The purpose of these provisions is to provide for planned developments which will be more compatible and harmonious with surrounding and adjacent areas. It is intended that such review will aid in the reduction of tragic congestion and other adverse conditions, and will permit maximum flexibility in evaluating each plan on its own merits while encouraging variety and innovation within the intent and purpose of these regulations.

(B) SITE PLAN APPROVAL REQUIRED. Except for single family homes or a single duplex unit, any development, change of use, any use approved as a special exception, mobile home parks, and mobile home cooperatives shall require a site plan approval prior to the issuance of any building permit.

(C) APPLICATION; ABANDONMENT. Applications for site plan review shall be on a form prepared by the ~~community development director~~ City Manager or designee and available at the office of the community development department. A completed application shall be signed by all owners, or their agent, of the property subject to the application and notarized.

In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and embossed with the corporate seal. A site plan application shall be deemed abandoned when an applicant fails to actively pursue the application for a period of one hundred eighty (180) days. One (1) extension of time for a period not to exceed ninety (90) days may be granted by the ~~community development director~~ City Manager or designee for good cause shown upon written request for extension being submitted to the ~~community development director~~ City Manager or designee prior to the site plan application being abandoned.

(1) *Small scale site plans.* The site plan submittal requirements of this subsection (C)(1), shall apply to any multi-family structure or combination of structures containing less than twenty-five (25) units and less than forty-five thousand (45,000) square feet, or any non multi-family structure or combination of structures of less than forty-five thousand (45,000) square feet. Notwithstanding, any site plan containing a structure greater than fifty (50) feet in height shall be subject to the site plan submittal requirements of subsection (C)(2).

a. The site plan shall, at a minimum, include:

1. General vicinity map or location map with principal road, city limits and other pertinent orientation information.
2. Complete legal description of the overall site and individual phase site if applicable.
3. Name, address, and telephone number of owner(s) of property, of applicant, and of party responsible for preparation and drawing of site plan.
4. Title block, north arrow, date, and name of the project shall be on each sheet submitted.
5. Area of site in square feet and acres.
6. Area of lot covered by a structure.
7. Height and number of floors of structure and total floor area.
8. Floor area ratio.

b. In addition to the requirements stated in (1)a., the following specific site plan requirements shall be provided:

1. Location of all existing and proposed easements, right-of-way lines, wetlands, flood zones, open water bodies, buildings, utilities, trash receptacles and screening, street lighting fixtures, and fences or walls including height and type.
2. Existing zoning and future land use category.
3. Depiction of abutting aprons and right of way improvements.
4. Landscape plan in accordance to the application.
5. Drainage plan in accordance to the application.

6. Location of proposed parking and circulation plan, points of ingress to and egress from the site, and dimension of parking areas.

7. Indicate any previously approved variances, special exceptions, waivers, rezonings or any other action taken upon the subject property.

(2) *Large scale site plans.* The site plan submittal requirements of this subsection (C)(2) shall apply to any site plan containing a structure greater than fifty (50) feet in height or to any structure or combination of structures that do not satisfy the criteria of subsection (C)(1).

a. The site plan shall, at a minimum, include:

1. General vicinity map or location map with principal roads, city limits and other pertinent orientation information.

2. Complete legal description of the overall site and individual phase site if applicable.

3. Name, address, and telephone number of owner(s) of property, of applicant, and of party responsible for preparation and drawing of site plan.

4. Title block, north arrow, date, and name of the development shall be on each sheet submitted.

5. Area of site in square feet and acres.

6. Area of lot covered by a structure.

7. Height with number of floors of structure and total floor area.

8. Floor area ratio.

b. In addition to the requirements stated in (2)a., the following specific site plan requirements shall be provided:

1. Site plan signed and sealed by a Florida registered engineer, surveyor or architect.

2. Location of all existing and proposed right-of-way lines, easements, wetlands, flood zones, open water bodies, soil types, designated species, impervious surface, buildings, utilities, trash receptacles and screening, street lighting fixtures, and fences or walls including height and type.

3. Existing zoning and future land use category.

4. Depiction of abutting properties indicating zoning, existing use, aprons, and right of way improvements.

5. Location of any existing fire hydrants within five hundred (500) feet of the site.

6. Landscape plan in accordance to the application.

7. Drainage plan in accordance to the application.

8. Location of proposed parking and circulation plan, points of ingress to and egress from the site, and dimension of parking areas.

9. Location and availability of capacity for potable water and wastewater facilities to serve the proposed site, including a description of any required improvements or extensions of existing off-site facilities.

10. Lands to be dedicated or transferred to a public or private entity and the purposes for which lands will be held and used.

11. Indicate any previously approved variances, special exceptions, waivers, rezonings or any other action taken upon the subject property.

(D) DETERMINATION OF SUFFICIENT APPLICATION. All applications are to be filed with supporting documentation pursuant to article XIII, section 1, of the City Code to the community development department. The City of Cocoa will promptly review the application for sufficiency. At such time, the applicant will be notified in writing whether the application has been found sufficient or not, and if not what the deficiencies are. Once deemed sufficient, the complete review process shall begin. All site plans shall be required to meet all current applicable code requirements.

(E) ACTION ON APPLICATIONS FOR SMALL SCALE SITE PLANS UNDER SECTION I(C)(1).

(1) The ~~community development director~~ City Manager or designee shall route the sufficient application to the appropriate city staff and any outside reviewing agencies necessary, and review the site plan for compliance with the city code and comprehensive plan.

(2) After review, except as provided in subsection (G), the ~~community development director~~ City Manager or designee shall issue a decision approving, approving with conditions, or denying the application based upon the comments of city staff and the requirements of the City Code and comprehensive plan.

(3) If the ~~community development director~~ City Manager or designee elects to grant conditional approval of a site plan subject to any conditions or contingencies, the applicant shall have ninety (90) days from the date of conditional site plan approval to satisfy any such conditions and/or contingencies. If all conditions and/or contingencies are satisfied, the final site plan approval date shall be the date the ~~community development director~~ City Manager or designee certifies by notation on all city site plan copies that all conditions and/or contingencies are satisfied. If the conditions and/or contingencies are not satisfied before the expiration of the 90-day period, the conditional approval shall be automatically withdrawn and the application shall stand as denied. The 90-day compliance period may be extended at the discretion of the ~~community development director~~ City Manager or designee, upon written request of the applicant prior to the expiration of the 90-day compliance period, and where the applicant demonstrates unusual circumstances or undue hardship.

(4) The applicant may be asked to attend an informal meeting with the city staff to review comments prior to final determination.

(F) ACTION ON APPLICATIONS FOR LARGE SCALE SITE PLANS UNDER SECTION 1(C)(2).

(1) The ~~community development director~~ City Manager or designee shall route a completed application to the appropriate city staff and any outside reviewing agencies necessary, and review the site plan for compliance with the City Code and comprehensive plan.

(2) After review, except as provided in subsection (G), the ~~community development director~~ City Manager or designee shall issue a written recommendation to the planning and zoning board approving, approving with conditions, or denying the application based upon the comments of city staff and the requirements of the City Code and comprehensive plan.

(3) Except as provided in subsection (G), during ~~During~~ a public meeting of the planning and zoning board, said board shall approve, approve with conditions, or deny the site plan based upon the requirements of the City Code and comprehensive plan.

(4) If the planning and zoning board elects to grant conditional approval of a site plan subject to any conditions or contingencies, the applicant shall have ninety (90) days from the date of conditional site plan approval to satisfy any such conditions and/or contingencies. If all conditions and/or contingencies are satisfied, the final site plan approval date shall be the date the ~~community development director~~ City Manager or designee certifies by notation on all city site plan copies, that all conditions and/or contingencies are satisfied. If the conditions and/or contingencies are not satisfied before the expiration of the 90-day period the conditional approval shall be automatically withdrawn and the application shall stand as denied. The 90-day compliance period may be extended at the discretion of the ~~community development director~~ City Manager or designee, upon written request of the applicant prior to the expiration of the 90-day compliance period, and where the applicant demonstrates unusual circumstances or undue hardship.

(G) ACTION ON APPLICATIONS FOR LARGE SCALE OR SMALL SCALE SITE PLANS REQUIRING A SUBDIVISION.

(1) For all small scale site plans under Section 1(C)(1) and large scale site plans under Sections 1(C)(2) that will be processed concurrently with a subdivision plat application, the City Manager or designee shall route a completed application to the appropriate city staff and any outside reviewing agencies necessary, and review the site plan for compliance with the City Code and comprehensive plan.

(2) After review, the City Manager or designee shall issue a written recommendation to the planning and zoning board approving, approving with conditions, or denying the application based upon the comments of city staff and the requirements of the City Code and comprehensive plan.

(3) During a public meeting of the planning and zoning board, said board shall issue a written recommendation to the City Council approving, approving with conditions, or denying the site plan based upon the requirements of the City Code and comprehensive plan.

(4) During a public meeting of the City Council, said board shall approve, approve with conditions, or deny the site plan based upon the requirements of the City Code and comprehensive plan.

(5) If the City Council elects to grant conditional approval of a site plan subject to any conditions or contingencies, the applicant shall have ninety (90) days from the date of conditional site plan approval to satisfy any such conditions and/or contingencies. If all conditions and/or contingencies are satisfied, the final site plan approval date shall be the date the City Manager or designee certifies by notation on all city site plan copies, that all conditions and/or contingencies are satisfied. If the conditions and/or contingencies are not satisfied before the expiration of the 90-day period the conditional approval shall be automatically withdrawn and the application shall stand as denied. The 90-day compliance period may be extended at the discretion of the City Council, upon written request of the applicant prior to the expiration of the 90-day compliance period, and where the applicant demonstrates unusual circumstances or undue hardship.

(~~G~~H) MINOR SITE PLAN AMENDMENTS. If any site plan application is amending a previously approved site plan or existing development by twenty-five percent (25%) or less, being that any structural or impervious surface area is increased by twenty-five percent (25%) or less of the existing amount of structure or impervious surface area, then the site plan shall be exempt from the following code requirements:

(1) Planning and zoning board and City Council review and approval, provided the site plan was originally approved by the planning and zoning board or City Council. Rather, the ~~community development director~~ City Manager or designee shall approve or deny the site plan amendment pursuant to subsection (E).

(2) Size of existing parking spaces (provided that new spaces and handicap space(s) requirements are met).

(3) Specific site plan requirements of subsections (C)(1)b., and (C)(2)b., may be omitted from being shown on the site plan by the ~~community development director~~ City Manager or designee.

(I ~~H~~)APPEAL OF ~~COMMUNITY DEVELOPMENT DIRECTOR~~ CITY MANAGER OR PLANNING AND ZONING BOARD DECISION.

(1) Any party adversely affected by a final site plan determination of the ~~community development director~~ City Manager or designee may appeal such determination to the planning and zoning board. Parties seeking appellate review shall submit a request for appeal in writing to the city clerk within thirty (30) days of the ~~community development director~~ City Manager or designee's determination. The city clerk shall schedule the planning and zoning board's consideration of the appeal for the next available regular planning and zoning board meeting and shall provide the party seeking appellate review with written notice of the date, time and location of said meeting. The planning and zoning board's consideration of the site plan determination being appealed shall be de novo. The planning and zoning board shall hear and consider the evidence and testimony of any interested party and shall either affirm or reverse, wholly or in part, the determination of the ~~community development director~~ City Manager or designee. Failure

of any adversely affected party to appeal to the planning and zoning board pursuant to this section shall be deemed a waiver of that party's right to judicial review.

(2) Any party adversely affected by a final site plan determination of the planning and zoning board, except determinations made under subsection (I ~~H~~)(1) above, may appeal such determination to the city council. Parties seeking appellate review shall submit a request for appeal to the city clerk within thirty (30) days of the planning and zoning board's determination. The city clerk shall schedule the city council's consideration of the appeal for the next available regular city council meeting and shall provide the party seeking appellate review with written notice of the date, time and location of said meeting. The city council's consideration of the site plan determination being appealed shall be de novo. The city council shall hear and consider evidence and testimony of any interested party and shall either affirm or reverse, wholly or in part, the determination of the planning and zoning board. Failure of any adversely affected party to appeal to the city council pursuant to this section shall be deemed a waiver of that party's right to judicial review.

(J~~I~~) SITE PLAN APPLICATION APPROVED.

(1) Site plan approval shall not relieve the applicant from any other requirement or provision of the city code.

(2) The applicant may be issued a building permit if the ~~community development director~~ City Manager or designee, ~~or~~ planning and zoning board, or City Council has approved the site plan pursuant to this section.

(3) The city may accept an application for a building permit prior to the approval of the site plan for the purposes of conducting a courtesy concurrent review.

(4) No building permits shall be issued until the site plan and all conditions of approval for site plan have been met and the building official has approved the construction drawings.

(K~~J~~) DURATION OF SITE PLAN APPROVAL. Unless a greater time period is specifically approved during the original site plan approval process, an approved site plan shall be valid for one (1) year from the date of said approval. The ~~community development director~~ City Manager or designee may grant one (1) administrative extension for up to one hundred eighty (180) days based on good cause shown provided a written request for extension is submitted prior to the expiration of the site plan.

Section 4. Text Amendment. The Zoning Ordinance of the City of Cocoa, Appendix A, Article XV, Section 7, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Section 7. It is intended that the text in Section 1 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to this Ordinance):

APPENDIX A – ZONING

* * *

ARTICLE XV. – ADMINISTRATION AND ENFORCEMENT; BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

* * *

~~**Sec. 7. Flag lots.**~~

~~A building permit may be issued in the RR-1 Zoning District (Rural Residential District) for a flag lot as herein defined where the width of such lot does not entirely abut a dedicated and accepted road. Approval for such permits shall be obtained from the Cocoa city council with prior review by the planning and zoning board upon written application to the Cocoa community development director by the owner or purchaser of the lot, plot, tract or parcel. However, an application involving no more than two (2) flag lots per each ten (10) acres under single ownership may be approved by the city community development director after considering the factors outlined below:~~

~~(1) For the purposes of this section, "flag lot" shall mean any lot, plot, tract or parcel of land having a narrow, deeded, strip of land connecting the main body of said lot, plot, tract or parcel to a dedicated and accepted road. For such lots, the lot width, lot depth and front, side and rear lot lines shall be established by the boundaries of the main body of such lot exclusive of the narrow connector strip of land.~~

~~(2) There shall be no more than two (2) "flag lots" subdivided from any one (1) parcel, ten (10) acres or less in size unless approved by the Cocoa city council with prior review by the planning and zoning board.~~

~~(3) Each flag lot shall have a minimum lot area of one (1) acre, excluding the narrow access strip.~~

~~(4) The narrow access strip shall be a minimum of twenty-five (25) feet in width.~~

~~(5) Where more than one (1) access strip is utilized, such access strips, not to exceed twenty-five (25) feet, shall be located side by side and additional access strips shall be a minimum of two hundred eighty (280) feet apart regardless of ownership.~~

~~(6) The narrow strip for each flag lot shall intersect a dedicated and accepted road at no less than a sixty degree (60°) angle.~~

~~(7) Flag lots may be utilized in extremely low density platted subdivisions; provided, however, that such flag lots shall be approved by the Cocoa city council with the prior review and recommendation of the planning and zoning board.~~

~~(8) Any flag lot of record prior to the effective date of this amendment to the zoning laws of the City of Cocoa shall be considered a nonconforming lot of record if the narrow access strip is a minimum of ten (10) feet in width and said lot shall enjoy the same nonconforming rights as set forth in article X, section 3, Appendix A—Zoning, of the City of Cocoa Code.~~

* * *

Section 5. **Incorporation into Code.** This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 6. **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 7. **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 8. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2024.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk

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

THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: ___June 4th , 2024___
Ordinance Number: ____06-2024_____
Posted To Webpage: _____05/28/2024_____

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING Chapter 18, *Subdivisions*, of the Code of the City of Cocoa to create a new Article VII, *Lot Splits and Boundary Line Adjustments*, and to make certain other amendments to Chapter 18, of the Code as may be necessary to effectuate the new Article VII; providing for amendments to the City's Subdivision application requirements and processing procedures for both Preliminary and Final Plats; altering the requirements for posting security to ensure completion of public improvements prior to Final Plat approval; amending the processing procedures for Site Plans processed concurrently with Plat applications and requiring approval of the City Council on such Site Plans; eliminating specific procedures for the creation of flag lots within the City of Cocoa; changing references to the Community Development Director to the City Manager or his or her designee in the code related to Subdivision and Site Plan Application processing; providing for the repeal of prior inconsistent Ordinances and Resolutions, incorporation into the code, severability, and an effective date.

Parts I-IV below are <u>not</u> required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

__1. Ordinances required for compliance with federal or state law or regulation;

__2. Ordinances relating to the issuance or refinancing of debt;

__3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__5. Emergency ordinances;

__6. Ordinances relating to procurement; or

_X_7. Ordinances enacted to implement the following:

_x_a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

__b. Sections 190.005 and 190.046;

__c. Section 553.73, relating to the Florida Building Code; or

__d. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:
(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

[INSERT SUMMARY]

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Cocoa: (*fill out subsections a-c as applicable, if not applicable write "not applicable")*

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

_____
_____

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

_____
_____

(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

_____
_____

Part III.

Good faith estimate of the number of businesses likely to be impacted by the ordinance:

_____
_____

Part IV. Additional Information the City Council may find useful (if any):

_____
_____
_____
_____

This Business Impact Estimate may be revised following its initial posting.

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Lucilene Ribeiro
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

05/24/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 05/24/2024

Legal Clerk

Notary, State of WI, County of Brown

2-14-28
My commission expires

Publication Cost:	$273.17	
Order No:	10206738	# of Copies:
Customer No:	1127247	1
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KEEGAN MORAN
Notary Public
State of Wisconsin

Ad#10206738; 5/24/24

CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE
FOLLOWING:

PZ-24-02000001 – ZONING TEXT AMENDMENT - ORDINANCE 06-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING Chapter 18, Subdivisions, of the Code of the City of Cocoa to create a new Article VII, Lot Splits and Boundary Line Adjustments, and to make certain other amendments to Chapter 18, of the Code as may be necessary to effectuate the new Article VII; providing for amendments to the City's Subdivision application requirements and processing procedures for both Preliminary and Final Plats; altering the requirements for posting security to ensure completion of public improvements prior to Final Plat approval; amending the processing procedures for Site Plans processed concurrently with Plat applications and requiring approval of the City Council on such Site Plans; eliminating specific procedures for the creation of flag lots within the City of Cocoa; changing references to the Community Development Director to the City Manager or his or her designee in the code related to Subdivision and Site Plan Application processing; providing for the repeal of prior inconsistent Ordinances and Resolutions, incorporation into the code, severability, and an effective date.

CITY COUNCIL 2nd PUBLIC HEARING WILL BE HELD ON
June 4th, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: 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 BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

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

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

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.

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

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

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

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

Legislation Details (With Text)

File #:	24-307	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	5/21/2024			**In control:**	City Council
On agenda:	7/9/2024			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 3629 E Malory Ct., be reduced to $3,078.65 as recommended by the Code Enforcement Board. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	0. Council Staff Report.pdf LR Appl.pdf LR Staff Report.pdf Cost Aff -3629.pdf 1. BCPAO.pdf 1. Entity.pdf 1. NOV.pdf 1. NOV (A).pdf 1. NOV(AP).pdf 3. NOH.pdf 3. NOH(A).pdf BO.pdf 5. NOHNC.pdf 5. NOHNC(A).pdf Order.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 21, 2024
Agenda Date: July 9, 2024
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier, IV, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 3629 E Malory Ct., be reduced to ***$3,078.65*** as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 22-503

Code Enforcement Offense: The owner, RESICAP Florida Owner II LLC, was found to be in

violation of "*Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d), Landscape Requirements, App. A Art. XIII, Sec. 22 (a-i), Permit Required (fences), App. A Art. XIII, Sec. 5 (c), Protective Treatment, Sec. 6-1003 (b), Storing Outdoors, Sec. 6-900 (b) (11), Clearance of Land Required, Sec. 6-901, Permit Required, App. A Art. XV Sec. 2(a), and Storing Vehicles, Sec. 6-900 (b) (8),* by the Code Enforcement Board during a public hearing held on *January 19, 2023*.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** $200.00 per day
- **Duration:** From 2/18/2023 to 6/7/2023
- **Total Fine:** $21,810.00

Lien Reduction Request: RESICAP Florida Owner II LLC is requesting a reduction of the lien to no more than ***$5,000.00.***

The Code Enforcement Board at the regular meeting May 16, 2024, recommended that the fine be reduced to ***$3,078.65.***

RECOMMENDED MOTION

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

Factors Considered for Lien Reduction (Section 6-707 of the City Code):

1. The gravity of the violation
2. The time in which it took the violator to come into compliance
3. The accrued amount of the code enforcement fine or lien
4. Any previous or subsequent code violations
5. Any financial hardship
6. Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine

Staff Assessment and Findings:

- **Ownership at Time of Violation:** Yes, the current owner owned the property when the violations occurred.
- **Residency:** The property is used as a single-family rental.
- **Number of Violations:** 8
- **Number of Inspections:** 21
- **Property Taxes:** Paid through 2023
- **Other Liens:** No outstanding liens, including water liens
- **Property Condition:** Inspected on *July 9, 2024*, and found in compliance before the Code Board Hearing; another inspection will occur prior to the Council Meeting.
- **Current Market Value:** $233,940 (Brevard County Property Appraiser, categorized as Single-Family Residence)
- **Staff Cost:** *$3,078.65*

Council Procedure: After a recommendation is rendered by the Code Enforcement Board, the city

council may:

- Approve
- Approve with conditions
- Deny the application to satisfy or release the lien

If approved with conditions, the satisfaction or release of the lien will not be prepared or recorded until the conditions are met. The violator has thirty (30) days to comply with the conditions. Failure to comply will result in automatic denial of the application. If denied, or automatically denied due to non-compliance, the violator is barred from reapplying for a reduction or forgiveness of the lien for one year from the date of denial. During this period, the lien can only be satisfied by full payment of the fine or penalty imposed.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting May 16, 2024, recommended that the lien be reduced to $3,078.65.

Cocoa Police Department
Code Enforcement
Lien Reduction Staff Report

Case No. 22-503 **Site Address:** 3629 E Malory Ct

Staff: Vincent Buonocore | Code Officer; Augusto Gonzalez | Code Manager

I. PROPERTY INFORMATION:

Property Owner: RESICAP Florida Owner II LLC
Mailing Address: 3630 Peachtree Rd NE STE 1500
Atlanta GA 30326

II. CASE FACTS:

FINE AMT:	OWNER REQUEST AMT:	CE BOARD RECOMMENDATION:
$21,810.00	No greater than $5,000.00	$3,078.65

NOTICES:	INSPECTIONS:	OTHER FACTS:
Notice of Violation: 8/11/2022	Initial Inspection: 8/11/2022	Rental/Homestead: Rental
Notice of Hearing: 11/18/2022	Last Inspection: 6/4/2024	Extension(s): Y
Certified Mail: 11/18/2022	Total Inspections: 21	Date of Compliance: 6/7/2023
Posted (to property) Notice: 11/18/2022	Severity: Blight & Unsanitary	Length of Non-Compliance: 109 Days

After considering several factors, on ***May 16, 2024*** the Code Enforcement Board voted to ***reduce*** the current lien for the property located at ***3629 E Malory Ct, Cocoa Fl 32926*** to ***$3,078.65***.

All notices were sent to the mailing address on file with the Brevard County Property Appraiser's Office (BCPAO) and posted to the property in violation. The *fine period* was from ***February 18, 2023*** to ***June 7, 2023*** (*109 Days*) and the lien ran at ***$200.00*** per day leaving a total fine balance of: ***$21,810.00***.

III. VIOLATIONS:

- **Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a)-(d)** ; For the accumulation of trash and litter throughout the property.
- **Landscape Requirements, App. A Art. XIII Sec. 22 (a)–(i)**; For the failure to maintain the property's landscape in a clean, neat and sanitary manner.

- **Permit Required (fences), App. A Art. XIII Sec. 5 (c)**; For the erection of an unpermitted fence.

- **Protective Treatment, Sec. 6-1003 (b)**; For the disrepair of protective treatment (paint) and weather stains to the exterior structure.

- **Storing Outdoors, Sec. 6-900 (b) (11)**; For the outdoor storage of misc. items. Including tables, chairs, and indoor furniture.

- **Clearance of Land Required, Sec. 6-901**; For the failure to maintain overgrowth throughout areas of the property limiting right-of-way access.

- **Permit Required, App. A Art. XV Sec. 2 (a)**; For the erection of an unpermitted shed.

- **Storing Vehicles, Sec. 6-900 (b) (8)**; For the storing of unregistered and/or unserviceable vehicles.

IV. SUMMARY OF CEB VIOLATION EVENTS:

On ***January 19, 2023***, The Code Enforcement Board held a public hearing, at which time the Board found the owner, *Resicap Florida Owner II LLC* in violation of the above-mentioned sections of the city code. The property owner was not present and was given thirty (30) days to come in to compliance *(2/18/2023)* or a fine of *$200.00* per day be imposed until the violations were corrected.

On ***March 16, 2023*** a non-compliance hearing was held at which time the Board voted unanimously that the owner is in violation and an order imposing a lien was issued with the fine period beginning on *February 18, 2023.* The property owner(s) was not present.

V. BACKGROUND INFORMATION:

The property was found in violation of the above noted items and the presumption of service has been met pursuant to FS 162.

The current property owner *(Resicap Florida Owner II LLC)* was the property owner at the time of the violations and tenant(s) occupied the rental home. Throughout the life of the case staff spoke with various property representatives via phone conversations and email detailing the violations, timelines, corrective actions, and provided several extensions.

During staff's attempts of providing extensions and monitoring progress, the progress ceased and the tenants began living on the property without water creating public health and welfare complaints for smells of raw sewage (Nov/Dec 2022) at which point the case was scheduled for a hearing.

Approximately (4) four months after a non-compliance hearing the property was brought in to compliance after the property owner(s) obtained a property management team. The *total time* the property was in violation was approximately **300 days**, the total time in violation *while being fined* was **109 days.**

The property representative (Christina Hardy) was compliant, cooperative and maintained communication throughout the lien reduction process. Per conversations I (Augusto Gonzalez) had with the property representative, future plans for the property include: *operating the property as a rental in the community*.

Application # CE - 22 - 503

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received
RECEIVED
MAR 01 2024
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 02/28/2024

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: Katina M. Hardee, Esq.

Mailing Address: 110 SE 6th Street, Suite 2600

City: Fort Lauderdale State: FL Zip Code: 33301

Phone #: (954) 939-3367 Fax #: (954) 678-4090

Mobile #: (850) 736-0351 E-mail: Katina.Hardee@lewisbrisbois.com

3. **Property Owner Information:** ** Check here if same as Applicant →* ☐
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): Resicap Florida Owner II, LLC

Name: Agent: Joshua Gehman

Mailing Address: 3630 Peachtree Road NE, Suite 1500

City: Atlanta State: Georgia Zip Code: 30326

Phone #: (470) 428-8221 Fax #: (404) 201-2914

Mobile #: _____ E-mail: codeviolations@resicap.com

4. **Information for property on which lien occurs:**

Street Address and Location: 3629 E. Malory Ct., Cocoa, Florida 32926

Parcel ID:

2 4 - 3 5 - 1 3 - 7 7 - - * 6 4 _ _ -

_ _ _ _ _ _ _

Tax Account Number:

2 4 0 5 0 5 7

Existing Use(s) on Property: 0110 - Single Family Residence/Long Term Housing Rental

Proposed Use(s) on Property: Residential/Long Term Housing Rental

(If residential – (circle one) **owner occupied** or (**rental**) if rental does property owner anticipate accepting any state or federal rental subsidies?
At this time, the owner does not anticipate accepting any state or federal rental subsides.

Nature of Violation(s): Abandoned/Junk Vehicle by lease/renter

Date Fine or Lien Imposed: 08/11/2022 Amount of Fine: $21,810.00 per day

Have the violation(s) on the subject property been corrected: Yes / No (Circle one)

Date upon which the subject property was brought into compliance: January 25, 2023

5. **Please provide the following information:**

Code enforcement case number: 22-00000503

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? 167

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? N/A

Did you receive the Notice of Violation issued by the Code Enforcement Division: (Yes) / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: (Yes) / No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:
We remained in contact with Officer Vince Bouonocore and advised him on or about February 3, 2023, that the violation was cured. He indicated that he visited the home, and that until all code violations were resolved, all violations would remain open.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Resicap purchased the subject property on 4/20/2022, and there was a current tenant renting the property at the time property at the time of purchase. The tenants were not cooperative in removing the vehicle when they were requested to do so.

Amount you are requesting that the lien be reduced to: $2,500 - to $5,000 maximum

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

See above. The tenants' noncompliance with requests to remove the vehicle resulted in a delay in compliance. Further, such a significant fine amount will cause Resicap a financial hardship.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

No.

6. **Please submit the following items in order complete the application:**

   a. ☒ **Notarized application.**

   b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☒ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. **Signatures and Notarization.**

STATE OF Florida COUNTY OF Broward. I, Katina M. Hardee being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Katina M Hardee
(APPLICANT SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Marvalyn Williams
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ Broward

Sworn and subscribed to before me this 28th day of February, 2024

MARVALYN WILLIAMS
MY COMMISSION # HH 151082
EXPIRES: July 14, 2025
Bonded Thru Notary Public Underwriters

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

   a. The witness has personal knowledge of the fact in which the witness will testify; and/or

   b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

      1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

         - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

         - The opinions and inferences do not require any special knowledge, skill experience or training.

      2. Expert witness. Testimony of an expert witness is qualified only if:

         - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

         - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) ***Application.*** The application shall be executed under oath and sworn to in the presence of a notary public.

(c) ***Reimbursement to city for recording costs at time of application.*** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) ***Processing of application by Code Enforcement Manager or Chief of Police.*** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) ***Code enforcement board hearing.*** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) ***Presentation to city council.*** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) ***Compliance with city council conditions.*** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) ***Effect of denial on application for subsequent lien reduction or forgiveness.*** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
5/16/2024

LIEN REDUCTION REQUEST FOR
3629 E Malory Ct

CASE # 22-503

The Code Enforcement Board held a public hearing on **1/19/2023**, at which time the Board found the owner, **Resicap Florida Owner II LLC** in violation of the following:

- **Accum. Of Trash and Litter, Sec. 6-900 (b)(1)(a-d)**
- **Landscape Requirements, App. A Art. XIII Sec. 22 (a-i)**
- **Permit Required (fences), App. A Art. XIII Sec.5 (c)**
- **Protective Treatment, Sec. 6-1003 (b)**
- **Storing Outdoors, Sec. 6-900 (b)(11)**
- **Clearance of Land Required, Sec. 6-901**
- **Permit Required, App. A Art. XV Sec. 2 (a)**
- **Storing Vehicles, Sec. 6-900 (b)(8)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **3/16/2023.**

The lien ran at **$200.00** per day from **2/18/2023** until compliance was achieved on **6/7/2023**. Code records show onsite inspections were conducted by **Officer Buonocore and myself**. The case was closed leaving a fine of **$21,810.00**.The current owner, **Resicap Florida Owner II LLC**, is requesting that the lien be reduced to **No greater than $5,000.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, this is a rental property**
- The number of violations related to the subject lien; **Eight**
- Number of Inspections performed: **21**
- Property Taxes: **Property taxes are current**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, May 16, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$233,940** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **$3,078.65**

Staff's recommendation is that the fine/lien be reduced to **$3,078.65** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-22-503 **Date: 5/16/24**

Resicap Florida Owner II LLC

Site Address: 3629 E Malory Ct

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	19	0.75	$35.06	$499.61
2	Code Manager	4	0.75	$48.54	$145.62
3					
				Total A1	$645.23

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	25	0.5	35.06	$876.50
2	Code Manager	6	0.5	48.54	$291.24
3					
				Total A2	$1,167.74

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15	$36.06	$540.90
2	City Attorney	Case Duties	3	$150.00	$450.00
3	Chief	Board Hearings	0	$69.71	$0.00
4					
5					
				Total A3	$990.90

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	$0.35	$122.50
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	124	$0.55	$68.20
5	Standard Mail	6	$0.55	$3.30
6	Certified Mail	5	$5.26	$26.30
7	Recording Fees	2	$10.00	$20.00
8				
9				
			Total B	$274.78

C. Total Amount of Cost (A1+A2+A3+B): $3,078.65

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700
https://www.bcpao.us

PROPERTY DETAILS

Account	2405057
Owners	RESICAP FLORIDA OWNER II LLC
Mailing Address	3630 PEACHTREE RD NE, STE 1500 ATLANTA GA 30326
Site Address	3629 E MALORY CT COCOA FL 32926
Parcel ID	24-35-13-77-*-64
Property Use	0110 - SINGLE FAMILY RESIDENCE
Exemptions	NONE
Taxing District	23D0 - COCOA
Total Acres	0.30
Subdivision	COCOA NORTH VILLAS NO 2
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0030/0028
Land Description	COCOA NORTH VILLAS NO 2 LOTS 64, 65 & 66



VALUE SUMMARY

Category	2022	2021	2020
Market Value	$200,300	$160,330	$156,130
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$176,360	$160,330	$155,400
Assessed Value School	$200,300	$160,330	$156,130
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$176,360	$160,330	$155,400
Taxable Value School	$200,300	$160,330	$156,130

SALES/TRANSFERS

Date	Price	Type	Instrument
04/05/2022	$6,056,900	WD	9480/2539
04/12/2016	$73,100	CT	7590/1417
06/30/1996	$80,000	WD	3585/4650
10/01/1992	$348,000	PT	3243/4027
06/30/1984	$693,000	PT	2538/0667

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1996
Frame:	MASNRYCONC	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	1,240	Patio - Concrete	143
Garage	497	Outbuilding	192
Open Porch	35		
Total Base Area	1,240		
Total Sub Area	1,772		

Generated on 8/11/2022 2:33:29 PM

Detail by Entity Name

Foreign Limited Liability Company
RESICAP FLORIDA OWNER II LLC

Filing Information

Document Number	M22000000609
FEI/EIN Number	NONE
Date Filed	01/11/2022
State	DE
Status	ACTIVE

Principal Address

WOODLAWN HALL AT OLD PARKLAND
3953 MAPLE AVENUE SUITE 300
DALLAS, TX 75219

Mailing Address

WOODLAWN HALL AT OLD PARKLAND
3953 MAPLE AVENUE SUITE 300
DALLAS, TX 75219

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title VP

HOYL, RON J
3953 MAPLE AVENUE STE 300
DALLAS, TX 75219

Annual Reports

No Annual Reports Filed

Document Images

01/11/2022 -- Foreign Limited View image in PDF format

Florida Department of State, Division of Corporations

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

DATE: 8/11/2022
CASE: 22-0503

To: RESICAP FLORIDA OWNER II LLC
3630 PEACHTREE RD NE, STE 1500
ATLANTA GA 30326

Notice of Violation

Address of Violation: 3629 E MALORY CT COCOA FL 32926
Parcel Control No.: 24-35-13-77-*-64
Legal Description: COCOA NORTH VILLAS NO 2 LOTS 64, 65 & 66

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

City of Cocoa Code Violation(s):

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

XXIII.Permit Required (fences) App A Art. XIII Sec 5 (c)

II.Accum. Of Trash and Litter Ch 6 Sec. 6-900(b)(1)a-d

XIV.Landscape Requirements App A Art. XIII Sec 22 (a-i)

XXXIV.Temp Storage, App A Art. XIII Sec 30 (a)(3)

VI.Clearance of land required Ch.6 Sec. 6-901

XXXI.Storing Vehicles, Ch 6 Sec. 6-900 (b)(8)

XXVI. Premises Identification Ch 6 Sec. 6-1300(c)



Corrective Action*:*

XXII-Please obtain proper permits from the Building Dept.

XXIII-Please obtain proper permits for accessory structures from the Building Dept.

II-Please remove or place all outside storage, trash, junk, and debris in a fully enclosed building.

XIV-Please contact the Planning and Zoning Dept. (321)433-8536. To meet the requirements of this section.

XXXIV-Please obtain required permits or meet the criteria for temporary storage.

VI-Please mow, maintain, & clean the property. Grass can not exceed 12 inces in height not limited to right-of-way, easements or alleys.

XXXI-All boats and vehicles must have current registration and decals.

XXVI-Please place House Numbers on the structure clearly visible

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

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

Vincent Buonocore

Vincent Buonocore
Code Enforcement Officer
321-704-0647/vbuonocore@cocoapolice.com
Tuesday – Friday 7am-6pm

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

DATE: 8/11/2022
CASE: 22-0503

To: C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Notice of Violation

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

DATE: 8/11/2022
CASE: 22-0503

To: HOYL, RON J
3953 MAPLE AVENUE STE 300
DALLAS, TX 75219

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321-704-0647/vbuonocore@cocoapolice.com
Tuesday – Friday 7am-6pm

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

DATE: 11/18/2022
CASE: 22-0503
ADDRESS: 3629 E MALORY CT

To: RESICAP FLORIDA OWNER II LLC
3630 PEACHTREE RD NE STE 1500
ATLANTA, GA 30326

Complainant	**Respondent(s)**
THE CITY OF COCOA, **A Florida municipal Corporation**	RESICAP FLORIDA OWNER II LLC, C T CORPORATION SYSTEM **Current Property Owner**

VS.

NOTICE OF HEARING

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 1/19/2023, at 6:00 p.m. or as soon thereafter possible. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The Code Enforcement Board will receive testimony and evidence at said hearing regarding the violation(s) occurring upon the Property of the Respondent(s) as set forth in the Notice(s) of Violation and shall make a determination as to whether such violation(s) is/are corrected pursuant to Section 162.07, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances.

You are entitled to testify and present evidence and witnesses in defense at the hearing. Since the proceedings of the Code Enforcement Board are legal in nature, you may wish to have legal counsel attend the above referenced hearing.

The Code Enforcement Board may enter an Order requiring the owner of the Property to correct any violation(s) by a specific date and that a fine may be imposed not to exceed Two Hundred and Fifty Dollars ($250.00) per violation for a first violation or Five Hundred Dollars ($500.00) per violation for a repeat violation, for each day any violation(s) exist(s) or continue(s) to exist beyond the date the Code Enforcement Board orders you to correct the violation(s). This penalty, if not paid, will become a lien on the Property and any other personal or real property owned by the Respondent(s) which can be satisfied by foreclosure and sale of said Property and/or other personal or real property.

AN AGGRIEVED PARTY, INCLUDING THE CITY OF COCOA, MAY APPEAL A FINAL ADMINISTRATIVE ORDER OF THE CODE ENFORCEMENT BOARD TO THE CIRCUIT COURT AS PROVIDED BY THE GENERAL LAW OF THE STATE OF FLORIDA. ANY SUCH APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THE ORDER TO BE APPEALED. FURTHER, IF AN APPEAL IS FILED, THE AGGRIEVED PARTY MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE BOARD'S HEARING IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Vincent Buonocore
Vincent Buonocore, Code Enforcement Officer
321-704-0647 | vbuonocore@cocoapolice.com

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

DATE: 11/18/2022
CASE: 22-0503
ADDRESS: 3629 E MALORY CT

To: C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Complainant	**Respondent(s)**
THE CITY OF COCOA, **A Florida municipal Corporation**	RESICAP FLORIDA OWNER II LLC, C T CORPORATION SYSTEM **Current Property Owner**

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Vincent Buonocore
Vincent Buonocore, Code Enforcement Officer
321-704-0647 | vbuonocore@cocoapolice.com

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-0503

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

RESICAP FLORIDA OWNER II LLC
Owners of the Property located at:
3629 E MALORY CT
Cocoa, FL 32922
Parcel ID: 24-35-13-77-*-64

Respondent,
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on January 19, 2023 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of:

- ☒ *II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d*
- ☑ *XIV.Landscape Requirements App A Art. XIII Sec 22 (a-i)*
- ☑ *XXIII.Permit Required (fences) App A Art. XIII Sec 5 (c)*
- ☑ *XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)*
- ☑ *XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)*
- ☑ *VI.Clearance of land required Ch.6 Sec. 6-901*
- ☑ *XXII.Permit Required App A Art. XV Sec 2 (a)*
- ☐ *XXVI.Premises Identification Ch 6 Sec. 6-1003 (c)*
- ☒ *XXXI.Storing Vehicles, Ch 6 Sec. 6-900 (b)(8)*

of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following violations of the City Code:

☒ *II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d*
☒ *XIV.Landscape Requirements App A Art. XIII Sec 22 (a-i)*
☒ *XXIII.Permit Required (fences) App A Art. XIII Sec 5 (c)*
☒ *XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)*
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☐ *XXVI.Premises Identification Ch 6 Sec. 6-1003 (c)*
☒ *XXXI.Storing Vehicles, Ch 6 Sec. 6-900 (b)(8)*

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until February 18, 2023 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein,the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of **$200.00** per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 19 DAY OF January, 2023.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Chairman, Code Enforcement Board

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at RESICAP FLORIDA OWNER II LLC, whose mailing address is 3630 PEACHTREE RD NE STE 1500 ATLANTA, GA 30326 this 19 day of January, 2023_____via __hand delivery/__certified mail/ ✓U.S. mail/__posting (mark all that apply).

Darla D. Crowl

Secretary, Code Enforcement Board

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

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

DATE: 2/22/2023
CASE: 22-0503
ADDRESS: 3629 E Malory Ct

To: RESICAP FLORIDA OWNER II LLC
3630 PEACHTREE RD NE, STE 1500
ATLANTA GA 30326

Notice of Non Compliance Hearing

Complainant	Respondent(s)
THE CITY OF COCOA,	RESICAP FLORIDA OWNER II LLC
A Florida Municipal Corporation	Current Property Owner

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 3/16/2023, at 6:00pm or as soon thereafter possible, to determine whether Respondent has come into compliance with the Code Enforcement Board's previous order. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

Vincent Buonocore

_____

Vincent Buonocore | Code Enforcement Officer
City of Cocoa Code Enforcement
321-704-0647 | vbuonocore@cocoapolice.com

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

DATE: 2/22/2023
CASE: 22-0503
ADDRESS: 3629 E Malory Ct

To: C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION FL 33324

Notice of Non Compliance Hearing

Complainant	**Respondent(s)**
THE CITY OF COCOA,	RESICAP FLORIDA OWNER II LLC
A Florida Municipal Corporation	Current Property Owner

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Vincent Buonocore

_____

Vincent Buonocore | Code Enforcement Officer
City of Cocoa Code Enforcement
321-704-0647 | vbuonocore@cocoapolice.com

CFN 2023064344, OR BK 9752 Page 2595, Recorded 03/31/2023 at 04:29 PM Rachel M. Sadoff, Clerk of Courts, Brevard County

COCOA CITY
65 STONE ST E
COCOA, FL 32922-7807

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-0503
3/16/2023

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs

RESICAP FLORIDA OWNER II LLC
Owners of the Property located at:
3629 E MALORY CT
Cocoa FL 32926

Parcel ID 24-35-13-77-*-64

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 3/16/2023 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 2/18/2023

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of **$200.00** per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162 09, Florida Statutes

DONE AND ORDERED at Cocoa, Florida, this 16, day of March, 2023

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

_____
Lloyd Roberts, Chairman

CERTIFICATION·
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 16 day of March, 2023, by Lloyd Roberts, Chairman of the City of Cocoa Code Enforcement Board

_____
Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

Legislation Details (With Text)

File #:	24-288	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	5/10/2024			**In control:**	City Council
On agenda:	6/4/2024			**Final action:**	
Title:	City Council approval of Resolution No. 2024-049 establishing a new board appointment process. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	City Council Rules of Procedure.pdf Resolution 2024-049 - Board Appointment Process.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 20, 2024
Agenda Date: May 28, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
City Council approval of Resolution No. 2024-049 establishing a new board appointment process.

BACKGROUND:

City Staff recommends the City Council adopt a policy related to board appointments to bring consistency to how the board appointments are handled. The City currently has thirteen Boards that all have different terms of appointments and there has not been consistency on how the board members are reappointed and how vacancies are advertised. Having an approved policy will create consistency and ensure there is equal opportunity on board appointments.

At the May 14, 2024 City Council Meeting, the attached process was previewed as a preliminary concept. Feedback was taken back to review with the City Attorney's office to help finalize a draft policy for Council consideration.

To summarize the policy, ninety (90) days prior to the board vacancy, an application period will be opened for thirty (30) calendar days to current board members, alternate board members, and members of the public. The upcoming vacancy will be advertised on the City's website, newsletter, Informational City Council Agenda Item, and social media forums. All qualified applicants will be presented at the first Council Meeting of the month before expiration.

The appointment/selection process when there are more applicants than available appointments

available was also discussed at the May 14 Council Meeting. Article XII of the City Council Rules of Procedures has a written procedure which states each Council member shall be afforded the opportunity to make nominations. After the nomination period, the Council shall then vote on each nominee. When two or more nominations occur for the same position, the individual receiving the affirmative vote of at least three (3) members of Council shall be seated.

However, an alternative ranking method has been used periodically where each Council member ranks the candidates in order (1,2,3…) their nomination preferences and the scores are tallied with the lowest total scored candidate being nominated. If there is more than one vacancy being appointed, the additional candidate(s) will be selected in the same order with the second ranked candidate selected as the next available seat. Council directed Staff to use the alternative ranking method in this new board appointment process.

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

City Council approval of Resolution No. 2024-049 establishing a new board appointment process.

CITY OF COCOA

CITY COUNCIL RULES OF PROCEDURE



Adopted September 24, 2013
Resolution No. 2013-99

RESOLUTION NO. 2013-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING MODIFICATIONS OF THE RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS IN FURTHERANCE OF COMPLYING WITH SECTION 286.0114, FLORIDA STATUTES AND UPDATING SAID RULES FOR PURPOSES OF ENSURING EFFICIENT, EFFECTIVE AND DECOROUS MEETINGS IN ACCORDANCE WITH LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, in 1988, the City Council previously adopted rules of procedure for the conduct of City Council meetings in order to provide for efficient, effective, and decorous meetings; and

WHEREAS, the Rule of Procedure were last amended in 2002 by Resolution 2002-08; and

WHEREAS, the Legislature of the State of Florida recently adopted S.B. 50, codified as Section 286.0114, *Florida Statutes*, with an effective date of October 1, 2013; and

WHEREAS, the City Council desires to modify its rules and procedures to comply with Section 286.0114, Florida Statutes, and to update said rules to address other requirements and procedures; and

WHEREAS, the City Council desires to conduct its business with order and efficiency and has found it necessary to periodically review its practices to provide guidelines for the most expedient and efficient business practices in the City; and

WHEREAS, the Eleventh Circuit Court of Appeals in *Rowe v. City of Cocoa*, 358 F.3d 800 (U.S. 11th Cir. 2004), upheld a city residency restriction permitting the governing body of the city to decline to hear argument at their meetings by persons who were not residents or taxpayers of the city; and

WHEREAS, the *Rowe* decision also affirmed the City Council's ability to establish rules of procedure for Council meetings in order to promote orderly and efficient conduct of such meetings; and

WHEREAS, the City Council further desires to establish a Campaign-Free Zone within the City Council chambers in order to facilitate orderly and efficient meetings; *Cleveland v. City of Cocoa Beach*, No. 03-16514, 2007 WL 869055 (11th Cir. Mar. 23, 2007); and

WHEREAS, the City Council deems it to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa that the City Council have and maintain rules of order for the conduct of its business.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, THAT:

Section 1. **Incorporation of Recitals.** The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by this reference.

Section 2. **Modification of Council Rules of Procedure.** The City Council hereby modifies and adopts the rules of procedure attached hereto as **EXHIBIT "A."** (Underlined type denote additions and ~~strikeout~~ type denotes deletions from the existing Rule of Procedure)

Section 3. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, 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 Resolution.

Section 4. **Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of prior resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 5. **Effective Date.** Upon its adoption by the City Council of the City of Cocoa, Florida, this Resolution shall become effective October 1, 2013.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 24rd day of September, 2013.

Henry U. Parrish, III, Mayor

ATTEST:

Joan Clark, City Clerk

EXHIBIT "A" TO RESOLUTION 2013-99
ARTICLE I

PREPARATION AND POSTING OF AGENDAS

A. All ordinances, resolutions, contracts and bids to be submitted to the council shall be given to the city clerk for inclusion in the agenda. The city manager shall provide each council member and the city attorney with a copy of the agenda by the end of Wednesday evening prior to a regularly scheduled meeting.

B. A copy of the agenda shall also be posted on the city hall bulletin board by 5:00 p.m. on Thursday before a regular scheduled meeting and on the City's web site as soon as practicable before said meeting.

C. Additions to the agenda shall be allowed at any time up to the time of the meeting. Additionally, the council members, the city manager, and the city attorney may raise new matters on "report". However, before any action can be taken on any item added or raised up in such manner, the council shall be polled and if any two council members have an objection to that item, then said item shall automatically be placed on the next regular meeting agenda.

D. Items shall only be placed on the agenda by a council member or the city manager.

ARTICLE II

MEETINGS

A. Regular, special and emergency meetings of the city council shall be scheduled as set forth by the city charter and ordinances.

B. Council meetings shall conclude by 11:00 p.m., unless the council votes, by majority vote, to continue past such time.

ARTICLE III

QUORUM

A. A majority of members shall constitute a quorum for any meeting of the Cocoa City Council. Although members may attend meetings telephonically or by other interactive electronic technology means due to extraordinary circumstances such as illness, only members physically present at the meeting will be considered for purposes of determining a quorum.

B. If a quorum is not present at the appointed hour of the meeting, the members present may:

1. Reschedule the meeting; or
2. Recess to determine if a quorum will be present within a short period of time; or
3. Adjourn the meeting.

C. If in the process of a meeting, it is determined that a quorum is not present, all business shall automatically stop. The council may:

1. Reschedule the meeting; or
2. Recess to determine if a quorum will be present within a short period of time; or
3. Adjourn the meeting.

D. The names of those members present and their decision shall be recorded in the minutes, stating a quorum was not present and the time set for another meeting.

ARTICLE IV

PRESIDING OFFICER

A. The presiding officer of the council shall be the mayor, who shall be elected in accordance with the city charter.

B. In addition to the duties prescribed by the city charter, the mayor shall preserve strict order and decorum at all meetings of the council. The mayor shall state every question coming before the council on all subjects and decide all questions of order; subject, however, to an appeal to the council in which event a majority vote of council shall govern and conclusively determine said question of order. The mayor shall sign all ordinances and resolutions adopted by the council during the council's presence.

C. In the event the mayor is absent, all duties of the position of presiding officer shall be vested in the deputy mayor, who shall be elected in accordance with the city charter.

D. In the event the mayor and deputy mayor are absent, all the duties of the position of presiding officer shall be vested in the senior member of the council. The senior member will be the council member with the longest

continued service. In the event of equal continued service, the individual receiving the most votes at the general election is the senior member.

ARTICLE V

CALL TO ORDER

A. The mayor of the council, or in the mayor's absence, the deputy mayor shall take the chair at the hour appointed for the meeting, or within a reasonable time after the hour, and shall immediately thereafter call the council to order. In the absence of the mayor and deputy mayor, the senior member of the council shall call the council to order.

B. If, in the absence of the mayor, the meeting is called to order by the deputy mayor or the senior council member, such interim presiding officer shall immediately relinquish the chair upon the conclusion of the business immediately before the council upon the mayor's arrival. Similarly, if, in the absence of the mayor and the deputy mayor, the meeting is called to order by the senior council member, such senior council member shall immediately relinquish the chair upon the conclusion of the business immediately before the council upon the arrival of the mayor and/or deputy mayor.

C. Except in the case of an emergency, council members shall inform the city clerk, city manager, or city attorney of a pending absence from a council meeting. Failure to do so shall constitute an unexcused absence.

ARTICLE VI

ORDER OF BUSINESS

A. All meetings of the council shall be open to the public unless otherwise provided by law. Promptly at the hour set by law on the day of each meeting, the members of the council, the city clerk, city attorney, and the city manager shall take their regular stations in the council chambers and the business of the council shall be taken up for consideration and disposition in the order of the agenda.

ARTICLE VII

MINUTES

A. All actions of the council shall be accurately recorded in the minutes.

B. The clerk to the city council shall record and prepare the minutes and shall be responsible for maintaining the official record and minutes of the council. The minutes shall include all actions of the council. The record shall include the names of the mover and seconder and the vote of the council.

C. The clerk to the council shall not be responsible for maintaining a written record of the discussion or comments made by members of the public. The clerk shall make an electronic tape recording of each meeting except for meetings deemed confidential and exempt from the Sunshine Law (e.g. collective bargaining executive sessions, security meetings, attorney-client sessions) and meetings exempted by city council.

D. A member may request to have his/her comments printed as part of the record. If there are no objections by any member of the council, the comments may be included. If there is an objection to such printing of the comments, the council shall decide the matter by majority vote. However, such member's request to have his/her comments printed as part of the record shall be noted in the minutes.

E. The responsibility for correcting and approving the minutes shall be vested only in the members of the council. Unless a reading of the minutes of the council meeting is requested by a member of the council and approved by a majority of the council, such minutes may be approved without reading.

F. Any council member may move to amend the minutes. If there are no objections by any member of the council, the minutes will be so amended. If there is an objection to such proposed amendment, the council shall decide the matter by majority vote.

ARTICLE VIII

VOTING

A. All votes shall be taken by requesting those in favor to say "aye" and those opposed to say "no".

B. A tie vote shall cause the motion to be defeated, except as set forth in Article XV(A).

C. The presiding officer shall announce the results of each matter that is decided by the council. Once the presiding officer has announced the

decision of the council, no member shall be permitted to change his/her vote as recorded.

D. Council members, who are present at the council meeting, shall be required to vote on all items presented to the council for vote pursuant to section 286.012, Florida Statutes, unless the council member is required to abstain from voting on a particular item because the vote would present a voting conflict of interest in accordance with section 112.3143, Florida Statutes.

ARTICLE IX

RULES OF DEBATE

A. The presiding officer shall have the right to vote, speak, make motions, and second motions without relinquishing the chair.

B. In the event two or more persons wish to be recognized, the order of recognition shall be:

1. Council members
2. City staff (including the city attorney)
3. All other persons.

C. A member, once recognized, shall not be interrupted when speaking unless it is to call such member to order. If a member, while speaking, is called to order, such member shall cease speaking until the question or order is determined, and if in order, such member shall be permitted to proceed.

D. All discussions shall be made through the chair.

E. In discussion, the remarks made by the council members shall be confined to the motion or matter immediately before the council. In discussion, a member may condemn the nature or likely consequences of a proposed measure in strong terms, but shall avoid attacking the motives of another member. Council members shall also abide by the City Council Rules of Conduct adopted pursuant to Resolution 2002-08, as may be amended.

ARTICLE X

ADDRESSING THE COUNCIL

A. **ORAL COMMUNICATIONS.** Any person desiring to address the council shall first secure the permission of the presiding officer and shall state his/her name and address for the record. Such person shall also complete a speaker card on a form prepared and distributed by the City Clerk. The speaker does not have to state his or her address for the record if the address is legibly written on the speaker card before speaking, unless the address is required to be stated on the record for due process purposes such as during a quasi-judicial hearing. If such person is speaking as an authorized representative, such person shall also advise the council of the name of the person, group, business, or organization being represented. All remarks shall be addressed to the council as a body and not to any member thereof, unless permission to do so is first granted by the presiding officer or the council, members of the public shall limit their discussion or comments to no more than three (3) minutes. No questions shall be asked a council member or city official except through the presiding officer.

B. **WRITTEN COMMUNICATION.** Interested persons may address the council by written communications in regard to a matter then under discussion.

C. **READING OF PROTESTS.** Interested persons may address the council by reading of protests, petitions or other communications related to matters then being considered by the council.

D. The council, by majority vote, may decline to hear any person who is not a resident or taxpayer of the City, except:

1. When the person is a user of the city's water or sewer system and wishes to be heard on a matter related to the city's sewer and/or water system.
2. When such person is a city employee who wishes to be heard on a matter relating to his/her employment;
3. When such person is serving as an authorized representative for a person who would otherwise be permitted to be heard on the subject matter before the council; or
4. When such person is speaking on a proposition under consideration by the Council for final official action, provided the person is speaking at the appropriate time authorized by these Rules.

E. **DELEGATIONS.** The council shall set aside up to thirty (30) minutes of each regular meeting for "delegations." Delegations shall immediately follow opening matters, approval of agenda and minutes, and awards and presentations. The purpose of such delegations shall be to allow any person to be heard on any item on the agenda, except the following items:

a. *Emergency items*, meaning an official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with Section 286.0114, Florida Statutes, would cause an unreasonable delay in the ability of the Council to act;

b. *Ministerial items*, meaning an official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations. Ministerial items also include motions or questions of parliamentary procedure that do not result in a final official action of an item before the Council;

c. *Quasi-judicial items*; and

d. *Public hearing items*, where public comments are taken elsewhere on the agenda when the item is presented.

In addition, at regular meetings of the council, delegations shall also be for any resident or taxpayer of the city to make his/her views known to the city council upon any subject of general or public interest. Additionally, a city employee shall be permitted to address the council as to matters regarding his/her employment, and a user of the city's sewer or water system shall be permitted to address the council regarding matters related to the city's sewer and/or water system. Each person addressing the council during delegations shall speak for no more than five minutes, unless a lessor or greater time is accorded by a majority vote of the council.

If it appears that a matter presented by a speaker during delegations is administrative in nature, and the question or matter raised can be adequately answered or addressed by the city's administrative staff, the council may request, upon proper motion and majority vote, that the speaker refer the matter to the city manager or his designee during normal city business hours. If such a referral is made by the council, the speaker shall have no further right to present that matter at the meeting. If the speaker is not adequately satisfied by the city's administrative staff upon proper referral, the speaker shall have the right to bring the matter in question before the council during the delegations portion of any subsequent council meeting.

As provided by these Rules and section 286.0114, Florida Statutes, the council recognizes that delegations is for the purpose of allowing persons to speak on propositions on the agenda for final official action of the council, as well as for other stated purposes of legitimate inquiries and discussion by the public. Delegations is not for the purpose of advancing arguments or repetitious questions concerning matters which the council believes to be closed, which are not propositions requiring final official action of the council or which are not of general public concern. The council shall have the right at any delegations to decline to hear any person or any subject matter upon proper motion and majority vote by the council in accordance with law.

F. **PUBLIC HEARINGS IN GENERAL.** The city council shall hold a public hearing on second and final reading on every proposed ordinance that comes before the city council for adoption, as provided for in city charter Article III, Section 14, and city code Chapter 2, Section 2-55 and in accordance with Section 166.041, Florida Statutes, or any procedure of general law that supersedes those provisions.

The city council shall hold a public hearing on any resolution affecting rates and charges for potable water, reuse water, stormwater, sewer services, and garbage services.

All public hearings shall be advertised in a newspaper of general circulation one time in advance of the public hearing, stating the date, time, place, and nature of the public hearing, and the location where further information may be obtained regarding the subject matters to be considered. Advertisements shall comply with the public notice requirements of the Florida Statutes.

Further, the proposed ordinance or resolution and notice shall be posted in full at City Hall and the public library for public review in advance of each public hearing. In addition, the ordinance or resolution will be posted on the City's web site as soon as practicable before the public hearing.

At the public hearing, the city attorney shall read any ordinance or resolution by title or in full, as required by general law, for the public record, and provide general background to the item.

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

Public debate by individual speakers from the audience on public hearing agenda items shall be limited to three (3) minutes. Representatives of recognized groups shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one (1) presentation per person per issue shall be allowed. The council reserves the right to adjust these time periods by majority vote in order to ensure the hearing is conducted in an orderly and efficient manner and all persons desiring to speak are afforded a reasonable opportunity to be heard.

It shall be the responsibility of any person deciding to appeal any decision made by the city council with respect to any matter considered at a public hearing under this section, to insure that a verbatim record of the proceedings is made, which record shall include the testimony and evidence upon which any such appeal is to be based.

G. **QUASI-JUDICIAL HEARINGS.** Quasi-judicial matters shall comply with the requirements of law. Interested parties shall at a minimum be permitted to be heard, present evidence, and cross examine witnesses.

Decisions made by the city council will be based on competent substantial evidence presented at the hearing and based upon the application of applicable criteria established by law. The strict rules of evidence shall not apply. The following procedure will generally be followed for hearings on quasi-judicial matters:

1. The city attorney shall read any ordinance considered by title for the public record, and provide general background to the item.
2. The administrative staff shall present a summary of the application and its findings or recommendation on that application.
3. The mayor shall declare the public hearing open, inviting any members of the audience to speak to the issue and to present any factual or expert testimony relevant to the matter being considered.
4. The applicant and any expert witness(es) to provide testimony on the matter being considered.
5. Persons presenting evidence and expert testimony may be required to take an oath and be sworn in the following manner by the city clerk or her designee.

   I (state witness name) swear or affirm to tell
   the truth, the full truth, and nothing but the truth.
6. Any other persons wishing to speak to the matter may do so and that speaker may supplement his/her presentation by presenting written documentation to the council.

7. Any documentation presented to the council in support of or in opposition to an application shall be offered into the record by submitting a copy of same to the city clerk, who shall keep the documents as part of the record of the proceeding. It shall be the responsibility of the party offering the evidence to make sure that it is received by the city clerk as part of the record. The staff report presented on any application and all applicable city codes shall be deemed part of the record in all applications considered by the council.

8. It shall be the responsibility of any person deciding to appeal any decision made by the city council with respect to any matter considered at a public hearing under this section, to insure that a verbatim record of the proceeding is made, which record shall include the testimony and evidence upon which any such appeal is to be based. It shall further be the responsibility of any such person to insure that the city clerk receives copies of any transcript or evidence.

9. All ordinances adopted by the city council regarding a zoning change shall be recorded in the public records of Brevard County. No zoning change shall become effective until said change has been duly recorded in the official zoning map, signed off by the mayor and attested to by the city clerk. (Reference Appendix A, Zoning, Article VIII, Section I(D)).

10. To the extent necessary, the council may adopt supplemental quasi-judicial rules of procedure which shall apply to quasi-judicial matters consistent with the requirements of law.

11. Ex parte communications by council members will be disclosed in accordance with Resolution 96-1 and section 286.0115, Florida Statutes.

12. By majority vote of the council, the council may continue a quasi-judicial hearing on its own initiative or the request of city staff, the applicant or any interested party in order to allow additional time to gather additional relevant evidence to be presented to the council at a subsequent meeting.

13. By majority vote of the council, the council may direct the city attorney to prepare a proposed order, which will include findings of fact and conclusions of law, for the council to consider as final council official action on a quasi-judicial matter. If such direction is given to the city attorney, the hearing will be continued to another council meeting at which the council will consider adopting the proposed order as presented or modified by council.

H. **PUBLIC COMMENTS ON PROPOSITIONS AT NON-REGULAR COUNCIL MEETINGS AND ON ITEMS NOT ON THE AGENDA.**

1. If a proposition is considered by the council at a meeting which is not listed on the agenda, and consideration shall constitute final

official council action, then the Mayor will offer the public an opportunity to speak to that item before the decision is made. However, if final official council action on the proposition will occur at a subsequent council meeting, the Mayor will offer the public an opportunity to speak to that item at the meeting at which the council takes final official action on the proposition subject to the applicable provisions of these Rules. Under this section, the term "proposition" does not include ministerial, emergency and quasi-judicial matters as more particularly described in Section E., a through c, of these Rules.

2. At special, workshop, and emergency council meetings, that do not include a delegations portion of the agenda, the Mayor will offer the public an opportunity to speak to all items on the agenda that constitute a proposition on which the council will be taking final official action. The opportunity to speak will occur either during the delegations portion of the meeting, if any, or at such time the proposition is being considered, but in either event prior to the council taking such final official action. Under this section, the term "proposition" does not include ministerial, emergency and quasi-judicial matters as more particularly described in Section E., a through c, of these Rules.

3. Council workshops are typically scheduled to consider certain items which are not ready for final official action. The public is always

welcome to attend, and is welcome to provide comments regarding workshop items to the council and staff outside a meeting. Typically workshops provide the council with an opportunity to discuss the topic of the workshop session among themselves and with city staff. Unless authorized by majority vote of council, public comment will not be heard at workshops, but public comment on workshop items will be taken at the next regular city council meeting following the workshop during delegations and/or at such time final official action is taken by the council on the workshop item.

4. Public comments will not be allowed at meetings that are not open to the public in accordance with the Florida Sunshine law such as attorney-client closed sessions, collective bargaining negotiation sessions, and security meetings.

ARTICLE XI

DECORUM

A. No person shall be allowed to make impertinent or slanderous remarks while addressing the council. Any person making impertinent or slanderous remarks or who shall become boisterous while addressing the council shall be instructed by the presiding officer to cease making such improper comments or otherwise engaging in improper conduct. If such person fails to comply with such instruction, the presiding officer may have such person removed from council chambers, unless permission to

continue and/or remain in council chambers is granted by a 4/5 majority vote of the council.

B. The chief of police, or such member of members of the police department as may be designated by the chief of police, shall serve as sergeant-at-arms for the council meetings. The sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the council meeting. Upon instructions of the presiding officer, and/or by 4/5 vote of the council, it shall be the duty of the sergeant-at-arms to remove any person from council chambers and take such other action against such person as is lawful and appropriate.

ARTICLE XII

APPOINTMENTS AND REPORTS OF COMMITTEES AND/OR BOARDS

A. Unless otherwise provided by ordinance or resolution, the council shall make committee or board appointments in the following manner:

1. The presiding officer shall announce that nominations are open for the appointment of persons to such committee and/or board.
2. Each council member shall be afforded the opportunity to make nominations. After each council member has been afforded such opportunity, the presiding officer shall announce that nominations are closed.
3. The council shall then vote on each nominee. (The nominees shall be presented for vote in alphabetical order.) No council member

shall be allowed to cast more than one "aye" vote for any single position. When two or more nominations occur for the same position, the individual receiving the affirmative vote of at least three (3) members of council shall be seated.

4. In the event that no nominee receives the affirmative vote of at least three (3) members of the council, the appointment will be deferred to the next regular meeting at which time all council members shall be allowed to submit old or new nominations. This procedure will continue until a nominee receives the affirmative vote of at least three (3) members of the council.

B. Committees/Boards may present their reports to the council in writing or verbally, as may be requested by the council. The council may also receive minority reports.

ARTICLE XIII

COUNCIL LIAISONS

The council may appoint such council member liaisons to the various city boards and committees as it deems appropriate. The purpose of the council member liaisons is to make a report on their activities at the next regular council meeting.

ARTICLE XIV

MOTIONS

A. **MAIN MOTION.** A main motion shall be a motion whose introduction brings business before the council. A second is required. (A second made by any member shall imply that the member wishes the matter to be

discussed, but it does not necessarily mean that the member is for or against the motion.) A main motion requires approval by a majority vote, unless otherwise provided by higher law or unless otherwise provided herein.

B. **MOTION TO AMEND.** A member may seek to have the main motion amended in one of the following two ways:

1. **BY CONSENT OF THE MEMBERS.** If the presiding officer requests but receives no objections to the proposed amendment, the main motion will stand as changed (amended). No new second is required. If there is an objection from any council member, a second to the amendment shall be required and a vote taken. There may be discussion to the amendment at that time and a majority vote shall be required to pass the amendment.

2. **BY FORMAL MOTION TO AMEND.** If a council member makes a formal motion to amend the main motion, a second shall be required and discussion shall follow on the amendment. If an amendment passes, the main motion shall be the motion as amended. If the motion to amend fails, the motion shall be the motion as it was before the amendment was presented. All amendments shall be germane to the main motion.

C. **MOTION TO REFER.** If the council feels that adequate information has not been given, a council member may move to refer the subject matter to a certain persons(s), committee, or board for more information. A time

certain may be included in the motion or it may be open-ended. A motion to refer is only debatable as to whether or not such motion should be referred. A motion to refer requires a second and approval by a majority vote. If the motion to refer fails, the motion shall be the motion on the floor prior to the motion to refer.

D. **MOTION TO DEFER TO A TIME CERTAIN. (commonly referred to as a motion to table).** A motion to defer to a time certain may be used if the council feels that the motion before them should be considered at a later time or date. Such motion shall not be used to postpone the council's consideration of a matter indefinitely. A motion to defer is only debatable as to whether or not such motion should be deferred, and if so, the length of such deferral. A motion to defer requires a second and approval by majority vote. If the motion to defer fails, the motion shall be the motion on the floor prior to the motion to defer.

E. **MOTION TO LIMIT DISCUSSION.** If a council member feels that a set period of time for discussion of a motion should be limited, the member may move to "limit discussion". Such motion is not debatable, but does require a second. A vote of 4/5 shall be required to pass a motion to limit discussion. Should only four members of the council be present, a unanimous vote shall be required.

F. **CALL THE QUESTION.** A council member may "call the question" when such member believes that further discussion is unnecessary. No discussion may be allowed. If there is an objection to calling the question,

a vote of 4/5 shall be required to call the question. Should only four members of the council be present, a unanimous vote shall be required.

G. **MOTION TO RECONSIDER.** If, in the same meeting, new information or changed circumstances make it appear that a different result might reflect the will of the council, a member may move to reconsider the vote. A motion to reconsider may be applied to a vote that was either affirmative or negative and shall propose no specific change in a decision, but simply propose that the motion be reopened for discussion and re-vote. A motion to reconsider may be made by any member, regardless of how such member vote on the original motion. Discussion on a motion to reconsider shall be limited to whether or not the council's prior action should be reconsidered. A motion to reconsider requires a second and approval by majority vote.

H. **MOTION TO RESCIND/AMEND PREVIOUSLY ADOPTED ACTION.** If a council member wishes to rescind and/or amend an action taken at a previous meeting, a motion to rescind or motion to amend previous adopted action may be used. Discussion of such motion shall be limited to whether or not the council should rescind or amend its prior action. A motion to rescind/motion to amend previously adopted action shall require a second and approval by a majority vote. Such motion shall be out of order if action has been taken as a result of the prior council vote.

ARTICLE XV

INCIDENTAL MOTIONS

A. **POINT OF ORDER.** A council member may call for a point of order if such council member believes that the presiding officer has failed to notice a breach in the rules. The presiding officer shall make a ruling on the point of order raised. If a council member believes that the presiding officer has improperly ruled on the point of order, the council member may appeal the presiding officer's decision to the entire council. Such appeal requires a second and is debatable after the presiding officer has been given the opportunity to explain the ruling. A tie vote shall sustain the decision of the presiding officer.

B. **MOTION TO DIVIDE.** If a motion presented contains two or more parts capable of standing as separate questions, a council member may move to "divide the motion". Discussion on a motion to divide should be limited as to why the prior motion should be divided. A motion to divide requires a second and approval by majority vote.

C. **WITHDRAWAL OF MOTION.** Once a motion has been moved and seconded, it belongs to the entire council and not to the maker of the motion. Therefore, a council member may only have his/her motion withdrawn as follows:

1. The council member may advise the presiding officer that such council member wishes to have the motion withdrawn. The presiding officer shall ask the council if there are any objections to the motion being withdrawn. If there are no objections, the motion shall be withdrawn. (A seconder does not need to withdraw the second to the motion.) If there is

an objection to the withdrawal of the motion, then an official vote shall be taken or a member may move to withdraw the motion. Brief discussion on the desire to withdraw the motion shall be permitted. If the motion to withdraw is approved by majority vote, the prior motion shall be withdrawn. If the motion to withdraw fails, the prior motion shall remain on the floor. Once a motion is withdrawn, either by general consent or by vote, such motion shall be struck from the record and shall not be recorded in the official minutes.

D. **MOTION TO ADJOURN.** A motion to adjourn is not debatable except to the extent that such motion shall contain a time to hear any non-completed items on the agenda. A motion to adjourn requires a second and approval by majority vote.

E. **MOTION OF PRIVILEGE.** If any matters occur such as to impede a council member not to be able to attend to the business before the council, i.e., excessive noise, non-functioning microphones, uncomfortable room temperature, etc., such council member may state to the presiding officer that he/she has a question of privilege. Such question of privilege shall be addressed before the pending business of the council continues. No vote is required unless a motion arises out of the question of privilege.

F. **RECESS.** A recess may be taken as it appears on the agenda, at the request of the presiding officer if there are no objections, or by majority vote of the council. A motion for recess requires a second, and is debatable.

ARTICLE XVI

PRIORITY OF MOTIONS

A. Motions shall take precedence in the order in which they are listed below:

1. MAIN MOTIONS (Motions to reconsider, rescind, and amend previously adopted action shall have the same rank as a main motion.
2. AMEND
3. REFER
4. DEFER TO A TIME CERTAIN
5. CALL THE QUESTION
6. RECESS
7. FIX A TIME CERTAIN
8. ADJOURN

B. The following incidental motions shall be decided immediately before business shall proceed:

1. POINT OF ORDER (and any appeal from a presiding officer's ruling thereon).
2. MOTION TO DIVIDE MOTION
3. MOTION TO WITHDRAW
4. MOTIONS OF PRIVILEGE

ARTICLE XVII

AMENDMENT TO RULES

The rules may be amended by a 4/5 vote of the council at a regular meeting or special meeting, provided notice of such proposed amendments has been given to each council person prior to such meeting.

ARTICLE XVIII

SUSPENSION OF THE RULES OF PROCEDURE

These rules may be temporarily suspended at any time by 4/5 vote of the council. No action taken by the council shall be deemed void or invalid by reason of the failure to adhere to these rules.

ARTICLE XIX

CAMPAIGN-FREE ZONE

The City Council chamber is hereby declared a campaign-free zone and visible campaign materials and speeches shall be prohibited in the chamber during City Council meetings. Standard size (approximately 2 inches by 4 inches) candidate name badges are permitted.

ARTICLE XX

SAVINGS CLAUSE

The failure of the City Council or Mayor to abide by any of the Rules of Procedure contained herein shall not have any adverse effect on any final decision made by a majority vote of the City Council.

RESOLUTION NO. 2024-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ESTABLISHING A BOARD APPOINTMENT POLICY AND PROCEDURE FOR THE CITY COUNCIL TO UTILIZE WHEN MAKING APPOINTMENTS TO CITY BOARDS AND COMMITTEES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 2-58 of the Code of Ordinances of the City of Cocoa provides uniform procedures and requirements for establishing and/or abolishing boards and committees, appointing and removing members thereof, and conducting board and committee business; and

WHEREAS, the City Council of the City of Cocoa has established multiple boards and committees pursuant to the authority granted to the Council in Section 2-58 which serve to assist the City Council with tasks critical to efficient administration of City government and to provide members of the public with an opportunity to serve their community; and

WHEREAS, Section 2-58(e) of the Code of Ordinances provides that "all persons shall be appointed to, and removed from city boards and committees by majority vote of the city council," and shall "serve at the pleasure of the city council;" and

WHEREAS, the City Council desires, via this Resolution, to create a uniform procedure which the City Council shall follow when appointing members to serve on City boards and/or committees; and

WHEREAS, providing a standardized board appointment process will serve to enhance the public's confidence in the municipal services delegated to, and performed by, City boards and committees and to ensure that decisions of boards and committees are in the best interests of the City; and

WHEREAS, nothing in this Resolution is intended to supersede or conflict with Section 2-58 of the City Code and is merely intended to supplement the uniform procedures codified in such section; and

WHEREAS, this Resolution shall not apply to nor govern the process for filling vacancies on the City Council, which is addressed in Article III, Section 10 of the City Charter; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

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

Section 2. **Establishment of Board and Committee Appointment Process.**

BOARD AND COMMITTEE APPOINTMENT PROCESS

1. **Board and Committee Member End-of-Term and Vacancy Procedures; Reappointment.**
    a. The City Clerk shall notify the City Manager of the impending expiration of an appointment term for a currently serving board or committee member at least ninety (90) days prior to such expiration of their term or upon receiving a written resignation notice from a currently serving board or committee member.
    b. The vacancy or potential vacancy shall be advertised to the public by posting a notification of such vacancy on the City's website, social media, and newsletter, and by such other means directed by the City Manager. Such advertisement shall invite the public to apply for membership on the Board or Committee. Alternate members of the Board or Committee shall also be extended an invitation to apply for the vacancy.
    c. If a Board or Committee Member's term is expiring, they will be invited to apply for reappointment. Board and Committee members shall be informed that the Code of Ordinances, Section 2-58(f), provides that no board or committee member shall serve more than three (3) consecutive full terms on the same board or committee. However, the City Council has reserved the right to waive the term limitation set forth in Section 2-58(f) when the Council determines that the applicant pool of eligible persons desiring to serve on a board or committee is insufficient for any reason to appoint a different person to replace the board or committee member being termed out. Board or committee members applying for reappointment shall be considered for reappointment in accordance with Section 3 below and amongst other candidates that have applied for the seat, if any.
    d. Persons wishing to be considered for appointment to a City board or committee must submit an online application for appointment to the City Clerk's Office no later than thirty (30) calendar days after the vacancy or potential vacancy is advertised. Vacancy advertisements may be extended at the discretion of the City Manager. Application assistance is available through the City Clerk's Office by phone (321) 433-8480 or email cityclerk@cocoafl.gov.
    e. The City Clerk's Office shall review the applications, assess applicants' qualifications for the position to which they have applied in accordance with Section 2-58 of the Code of Ordinances, and conduct background checks of each applicant upon receipt.

f. The City Council shall consider applicants for the seat at its next regularly scheduled meeting following the closing of the period for acceptance of applications and the completion of the investigation into the qualifications of the applicants and shall vote to appoint or reappoint a member either (1) immediately for a currently vacant seat; or (2) effective upon the expiration of the term of the currently serving member for an upcoming vacancy on the board or committee. The City Clerk shall attempt to schedule consideration of the appointment no later than the first City Council meeting of the month prior to the term expiration to ensure seats will be filled.
g. Appointees approved by the City Council will assume their Board Member or Committee Member positions and responsibilities immediately upon the expiration of the incumbent Member's term, or immediately for the remainder of the term if the seat has an unexpired term and is vacant.
h. Reappointments may be made in accordance with Section 3 below.

2. Qualification of Board and Committee Members and Factors to be Considered during Appointment

a. All board and committee members must meet the requirements of Section 2-58(c) of the City of Cocoa Code of Ordinances, as may be amended from time to time. Any person nominated, elected, or appointed to serve on a board or committee of the City shall satisfy the following requirements, except as otherwise provided by state or federal law:
    i. Applicants must complete an application as prescribed by the City Council;
    ii. Applicants must consent to a standard criminal background check;
    iii. Applicants must be a resident or owner of real property, and a registered voter as defined in Section 2-58 of the City Code unless the City Council by unanimous vote waives this requirement upon a determination that a vacancy on a board or committee must be filled by a person with specialized skills and training and a resident or owner of real property and who is a registered voter with such skills and training cannot be reasonably found to fill the vacancy. If said requirement is waived, the vacancy shall only be filled by a person who is a resident or an owner of real property within the city; and
    iv. Applicants must never have been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction, any plea of nolo contendere shall be considered a conviction for purposes of this paragraph, unless civil rights have been restored.
    v. Any other requirements imposed by state law applicable to a board or committee.
b. All applicants shall abide by and be subject to the provisions of Chapter 112, Florida Statutes, Part III, pertaining to the Code of Ethics for Public Officers and Employees, and shall meet any requirements set forth therein.
c. City employees shall not be permitted to apply to Boards or Committees unless otherwise approved by the City Manager.

d. The City Council shall take into consideration general qualifications in analyzing an applicants' fitness for a particular board or committee appointment. General qualifications for the City Council to consider when reviewing applicants shall include, but not be limited to, the following:
    i. Whether applicant has relevant expertise related to the purpose and function of the board or committee.
    ii. Whether the applicant is interested in serving their community.
    iii. The applicant's professional business experience, including but not limited to their degree of involvement in managing a business or other corporate entity.
    iv. Applicant's willingness to perform all board or committee member responsibilities and duties.
    v. Applicant's ability to commit the time necessary to fulfill such duties and responsibilities required of board or committee members, including attending scheduled meetings.
    vi. Applicant's knowledge of the respective roles of the City Council and board or committee members, and knowledge of the general operation of the City.
    vii. The applicant's personal integrity, character, intelligence, and ability to work well with others.
    viii. Geographic diversity of the Board with respect to residency in each of the single member voting districts.
    ix. Whether the Applicant already serves on another Board or Committee. In some cases, such as where the Boards or Committees possess final decisionmaking authority, appointment on two Board or Committees will be prohibited.

3. Reappointment Process for Board and Committee Members

a. All Board Members shall serve terms as outlined in the Code of Ordinances, Section 2-58. Members who have not exceeded their maximum allowable number of terms may be reappointed by the City Council and will be considered along with any new applicants who have applied for the position. Factors to be considered in the reappointment include, but are not limited to, the following:
    i. The member's satisfaction of the general qualifications under Section 2.
    ii. The demonstrated ability of the member to work collaboratively with the City Staff and the City Council to further the goals and tasks of the City of Cocoa.
    iii. The overall performance and level of commitment by the member to the board or committee on which they serve.

4. Voting on Appointments by Ballot

a. In circumstances where there are more applicants for membership on a board or committee than there are vacancies for that board or committee, the City Council

shall vote by ballot to choose the next member or members of said board or committee.

b. Process for Voting by Ballot:
    i. The City Clerk shall create ballots, one for each City Councilmember, which contain the names of all board/committee applicants and a space for Councilmembers to rank said applicants.
    ii. At the public meeting at which the Council will appoint board or committee members, during the section of the agenda where appointment is to take place, the Clerk shall provide the Councilmembers with the ballots.
    iii. Councilmembers shall, on their ballots, write their name and indicate the order in which they prefer all applicants, placing the numeral 1 beside their first preference, the numeral 2 beside their second preference, and so on for every possible choice.
    iv. Once all Councilmembers have completed their ballots, the Clerk shall collect all ballots and tally the votes for each applicant. The City Clerk shall announce the applicant with the lowest number of points, who shall be appointed to the seat. If there are multiple seats open, the applicant with the second lowest number of points shall be appointed as well, and so on. If multiple seats are open with different term lengths, the applicant with the lowest number of points shall be appointed to the seat with the longest term, the applicant with the second lowest number of points shall be appointed to the seat with the second longest term, and so on.
    v. The applicants selected in accordance with the ballot voting procedure shall be appointed to the vacant board or committee seat by motion of the City Council.
c. The process of voting by ballot herein adopted supersedes the procedure for appointments of boards and committees established in Resolution 2013-99 of the City Council Rules of Procedure, Article XII, Section A.

Section 3. **Repeal of Prior Inconsistent Resolutions.** All resolutions or parts of resolution in conflict herewith are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED in a Regular Meeting of the City Council of the City of Cocoa, Florida, this 4th day of June, 2024.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk

Legislation Details (With Text)

File #:	24-300	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	5/15/2024			**In control:**	City Council
On agenda:	6/4/2024			**Final action:**	
Title:	Approve, as recommended, the proposed Fiscal Year 2025 benefit renewal medical, dental, life, and disability insurance; and to authorize the City Manager to sign related agreements.(Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	052024 - Cocoa - Life Disability RFP Evaluation 2024-2025 BAFO.pdf 052724 - Cocoa - Executive Summary 2024-2025 Share Med Revised.pdf 052724 - Cocoa - Renewal Evaluation 2024-2025.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 20, 2024
Agenda Date: June 4, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve, as recommended, the proposed Fiscal Year 2025 benefit renewal medical, dental, life, and disability insurance; and to authorize the City Manager to sign related agreements.

BACKGROUND:

The City of Cocoa offers group medical, dental, vision, and life insurance to its employees and retirees and their dependents (subject to eligibility guidelines). For the Fiscal Year 2022 benefit renewal, the City's benefit broker Gehring Group (Gehring) released a Request for Proposal (RFP) for medical, dental, pharmacy, and Employee Assistance Program (EAP) benefit plans. Cigna was the lowest bid in all categories based on the City's network utilization. Since then, Gehring has been successful of negotiating the medical renewals to a lower rate increase versus the projected increases.

The City has an Insurance Task Force (ITF) committee comprised of different departmental and union representatives with the purpose to bring forth any concerns related to the City's benefit plans and to make recommendations on the insurance plans offered by the City. The City held an ITF meeting on May 16, 2024 to review the recommended renewal.

Medical Plan -For the Fiscal Year 2025 renewal, the initial projections based on the City's claims

experience was anticipated to be a 10-12% increase due to the recent large claims experience. The Gehring Group worked directly with Cigna to negotiate the renewal down to a 5% increase.

With this renewal, the City will continue its practice of paying 100% of Employee contributions and the current funding ratio of dependent contributions (Employee +1: 56% Family: 58%). Here is a summary of the employee and City impact (based on current enrollment):

Fiscal Year	Total	City	Employee	Retiree
FY24	$5,645,093	$4,870,834	$630,557	$143,702
FY25	$5,925,770	$5,113,016	$661,906	$150,848
Annual Total Increase:	$280,677	$242,182	$31,349	$7,146
Per Pay Change:			EE+1: $9.17 Family: $18.00 (Bi-weekly)	EE+1: $41.52 Family: $85.34 (Monthly)

The data above includes retiree enrollment and/or budgetary impact. The City has a Medicare Advantage Plan for retirees over 65 which will be brought to Council separately for renewal. Depending on retiree status eligibility, the City either pays 100%, 50%, or 0% of medical, dental, and vision contributions for eligible retirees under age 65.

Dental Plan - Effective October 1, 2023, the City secured a rate guarantee with Cigna through September 30, 2025. Therefore, there is no rate change for the upcoming Fiscal Year. The estimated annual premium based on current enrollment is $331,444, of which $249,685 is the estimated City's contributions for active employees and retirees.

Vision Plan - Effective October 1, 2022, the City secured a rate guarantee with EyeMed through September 30, 2026. The estimated annual premium based on current enrollment is $58,894, of which $45,554 is the estimated City's contributions for active and retirees.

The City has had Life and Disability coverage with New York Life (NYL), previously under Cigna, since 2012. Gehring released an RFP to check the market and received multiple quotes with NYL being one of the lowest and Prudential very close in price. Staff recommends continuing coverage with New York Life (NYL), which will be a three-year rate guarantee on all coverage through September 30, 2027. NYL will also allow our employees to purchase new coverages during Open Enrollment up to the Guarantee Issue coverage limits.

Basic Life/Accidental Death and Dismemberment (AD&D) and Supplemental Life Coverages) -The rate premiums are based on employee salaries. The City's estimated annual cost is $65,025 for Basic Life and employee's supplemental policy premiums total to $64,564, which is based on the current annual employee salaries and selections. The benefit amounts will be increased with the salaries that are in effect on October 1, 2024.

Category	Previous Rate	New Rate	Annual Change (based on current salaries)
Basic Life/AD&D (City Paid)	$.253/.04 per $1000	$.190/.025 per $1000	-$23,590
Supplemental Employee/AD&D	$.254/.04 per $1000	Same	No Change
Retiree Life	$.250 per $1000	$.240 per $1000	-$44
Dependent Life	$1.38 per month	Same	No Change
Spouse Life/AD&D	$.294/.04 per $1000	Same	No Change
Child Life	$.184	Same	No Change

Short-Term Disability (STD) (Employee paid benefit) -The rates vary by age bracket and is shown the attached renewal summary. The estimated annual cost to enrolled employees is $43,089, which is based on the current annual employee salaries. The benefit amounts will be increased with the salaries that are in effect on October 1, 2024.

Long-Term Disability (LTD) (City paid benefit) -NYL reduced the rate from $.359 to $.295 per $100 of salary. The annual estimate, based on current salaries is $42,904. The benefit amounts will be increased with the salaries that are in effect on October 1, 2024. This reflects a $9,308 annual savings.

In summary, City Staff is requesting approval as recommended the proposed Fiscal Year 2025 benefit renewal for medical, with an increase of 5%, and renewal for the dental, vision, life insurance, and disability plans; and authorize the City Manager to sign related agreements, if necessary.

STRATEGIC PLAN CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted: Included in Proposed FY25 Budget in related department budgets.

Provider	Plan (# Members)	FY2024 Annual City Cost	FY2025 Annual City Cost	Difference
Cigna	Medical (439)	$5,645,093	$5,925,770	$280,677
Cigna	Dental (590)	$249,685	$249,685	$0
EyeMed	Vision (587)	$45,554	$45,554	$0
Cigna	Basic Life/AD&D	$88,615	$65,025	-$23,590

Cigna	Long Term Disability	$52,211	$42,904	-$9,308
Total City Plan Cost:		**$6,081,158**	**$6,328,938**	**$247,779**

The amounts above are estimates based on current enrollment of current employees and retirees. Benefits for vacant positions are also budgeted. This medical plan renewal includes current employees and retirees under age 65 and the Budget includes unfilled positions at the same rate. Also, the numbers above do not include the amount paid directly by employees and retirees.

The City's Medicare Advantage Plan (retirees over 65) with United Healthcare and the budget approval for the Medicare Part B reimbursements which is on a calendar year renewal, which will be presented on a separate City Council agenda item.

PREVIOUS ACTION:

At a regular Council meeting on June 6, 2023, Council approved the proposed Fiscal Year 2024 benefit renewal for medical, dental, vision, life, and disability insurance.

RECOMMENDED MOTION:

Approve, as recommended, the proposed Fiscal Year 2025 benefit renewal medical, dental, life, and disability insurance; and to authorize the City Manager to sign related agreements.

City of Cocoa
Life & Disability - Rate Summary BAFO
Effective Date: October 1, 2024

	Current		Renewal		Alternate Option	
Life/Disability	**New York Life**		**New York Life**		**Prudential**	
Basic Life/AD&D	**Rate Per $1,000**	**Premium**	**Rate Per $1,000**	**Premium**	**Rate Per $1,000**	**Premium**
Basic Life	$0.253	$6,376	$0.190	$4,789	$0.200	$5,041
Basic AD&D	$0.040	$1,008	$0.025	$630	$0.015	$378
Monthly Total		**$7,385**		**$5,419**		**$5,419**
Annual Total		**$88,615**		**$65,025**		**$65,025**
$ Increase / Decrease		**-**		**-$23,590**		**-$23,590**
% Increase / Decrease		**-**		**-26.6%**		**-26.6%**
Supplemental Life	**Rate Per $1,000**	**Premium**	**Rate Per $1,000**	**Premium**	**Rate Per $1,000**	**Premium**
Supplemental Life	$0.254	$4,871	$0.254	$4,871	$0.25	$4,523
Supplemental AD&D	$0.040		$0.040		$0.019	
Dependent Life	Varies by Coverage	$421	Varies by Coverage	$421	Varies by Coverage	$397
Retiree Life	$0.250	$93	$0.240	$89	$0.500	$185
Monthly Total		**$5,384**		**$5,380**		**$5,105**
Annual Total		**$64,608**		**$64,564**		**$61,264**
$ Increase / Decrease		**-**		**-$44**		**-$3,344**
% Increase / Decrease		**-**		**-0.1%**		**-5.2%**
Disability	**Rate Per $10 / $100**	**Premium**	**Rate Per $10 / $100**	**Premium**	**Rate Per $10 / $100**	**Premium**
Short-Term Per $10	Age Banded	$3,591	Age Banded	$3,591	Age Banded	$3,591
Long-Term Per $100	$0.359	$4,351	$0.295	$3,575	$0.295	$3,575
Monthly Total		**$7,942**		**$7,166**		**$7,166**
Annual Total		**$95,300**		**$85,993**		**$85,993**
$ Increase / Decrease		**-**		**-$9,308**		**-$9,308**
% Increase / Decrease		**-**		**-9.8%**		**-9.8%**
Monthly Total	**$20,710**		**$17,965**		**$17,690**	
Annual Total	**$248,524**		**$215,581**		**$212,282**	
$ Increase / $ Decrease	**-**		**-$32,943**		**-$36,242**	
% Increase / % Decrease	**-**		**-13.3%**		**-14.6%**	

City of Cocoa
Basic Life and AD&D Evaluation - BAFO
Effective Date: October 1, 2024

	Current	Renewal	Alternate Option
	New York Life	**New York Life**	**Prudential**
Basic Life and AD&D Benefit			
Class 1: Mayor & Council Members	All active, FT Employees classified as a Mayor or Council Member working a minimum of 30 hours per week: $50,000	All active, FT Employees classified as a Mayor or Council Member working a minimum of 30 hours per week: $50,000	All active, FT Employees classified as a Mayor or Council Member working a minimum of 30 hours per week: $50,000
Class 2: All other Full-Time Employees	All active, FT Employees working a minimum of 30 hours per week: 1 X Annual Salary, rounded to the next higher $1,000, to a Max of $100,000	All active, FT Employees working a minimum of 30 hours per week: 1 X Annual Salary, rounded to the next higher $1,000, to a Max of $100,000	All active, FT Employees working a minimum of 30 hours per week: 1 X Annual Salary to a Max of $100,000
Class 3: Executives	All active, FT Employees classified as an Executive working a minimum of 30 hours per week: 2 X Annual Salary, rounded to next higher $1,000, to a Max of $200,000	All active, FT Employees classified as an Executive working a minimum of 30 hours per week: 2 X Annual Salary, rounded to next higher $1,000, to a Max of $200,000	All active, FT Employees classified as an Executive working a minimum of 30 hours per week: 2 X Annual Salary to a Max of $200,000
Features			
Waiver of Premium	Disabled Prior to Age 60 6 month waiting period, benefit to age 70	Disabled Prior to Age 60 6 month waiting period, benefit to age 70	Disabled Prior to Age 60 6 month waiting period, benefit to age 70
Conversion Privileges	Available	Available	Available
Accelerated Benefit	75% to Plan Maximum	75% to Plan Maximum	**90%** to **$500,000**
Age Reduction Schedule (Reduced to)	65% at age 65 50% at age 70 35% at age 75	65% at age 65 50% at age 70 35% at age 75	65% at age 65 50% at age 70 35% at age 75
Rate Guarantee	**Expires 9/30/2024**	**Expires 9/30/2027**	**Expires 9/30/2027**
Monthly Rates			
Estimated Volume	$25,203,450	$25,203,450	$25,203,450
Employee Life Rate / $1,000	$0.253	$0.190	$0.200
Employee AD&D Rate / $1,000	$0.040	$0.025	$0.015
Monthly Premium	**$7,385**	**$5,419**	**$5,419**
Annual Premium	**$88,615**	**$65,025**	**$65,025**
$ Increase / Decrease	**-**	**-$23,590**	**-$23,590**
% Increase / Decrease	**-**	**-26.6%**	**-26.6%**

City of Cocoa
Supplemental Life and AD&D Evaluation - BAFO
Effective Date: October 1, 2024

	Current	Renewal	Alternate Option
	New York Life	**New York Life**	**Prudential**
Supplemental Employee Life / AD&D Benefit			
Class 2: All Other Full-Time Employees	All active, FT Employees working a minimum of 30 hours per week: Up to 3X Salary, rounded to the next higher $1,000, not to exceed $300,000	All active, FT Employees working a minimum of 30 hours per week: Up to 3X Salary, rounded to the next higher $1,000, not to exceed $300,000	All active, FT Employees working a minimum of 30 hours per week: Up to 3X Salary, not to exceed $300,000
Class 3: Retirees	All former Employees who retire from the Employer: $10,000	All former Employees who retire from the Employer: $10,000	All former Employees who retire from the Employer: $10,000
Class 4: Executives	All active, FT Employees classified as an Executive working a minimum of 30 hours per week: Up to 3X Salary, rounded to the next higher $1,000, not to exceed $300,000	All active, FT Employees classified as an Executive working a minimum of 30 hours per week: Up to 3X Salary, rounded to the next higher $1,000, not to exceed $300,000	All active, FT Employees classified as an Executive working a minimum of 30 hours per week: Up to 3X Salary, not to exceed $300,000
Supplemental Dependent Life / AD&D Benefit			
Spouse Benefit (to Age 70)	Units of $10,000 up to $50,000, not to exceed 50% of Employee Amount	Units of $10,000 up to $50,000, not to exceed 50% of Employee Amount	Units of $10,000 up to $50,000, not to exceed 50% of Employee Amount
Spouse Coverage Limit	to age 70	to age 70	N/A
Child(ren) Benefit	$10,000 $500 (birth to 6 months)	$10,000 $500 (birth to 6 months)	$10,000
Child(ren) Coverage Limit	to age 19 / 23 if FT student	to age 19 / 23 if FT student	to age 19 / 26 if FT student
Family Benefit	Spouse/Child(ren): $5,000	Spouse/Child(ren): $5,000	Spouse/Child(ren): $5,000
Guaranteed Issue		***Offer a Full Open Erolllment (No EOI up to GI)***	***Full Open Enrollment (No EOI up to GI)***
Class 2 & Class 4	$250,000 (combined with Basic Life)	$250,000 (combined with Basic Life)	$250,000
Class 3	$10,000	$10,000	$10,000
Spouse	$30,000	$30,000	$30,000
Child(ren)	Guaranteed Issue	Guaranteed Issue	Guaranteed Issue
Rate Guarantee	**Expires 9/30/2024**	**Expires 9/30/2027**	**Expires 9/30/2027**
Monthly Rates - Employee/Retiree			
Employee Life Volume	$16,567,750	$16,567,750	$16,567,750
Employee Life Rate / $1,000	$0.254	$0.254	$0.254
Employee AD&D Rate / $1,000	$0.040	$0.040	$0.019
Retiree Life Rate / $1,000 37	$0.250	$0.240	$0.500
Monthly Premium	**$4,963**	**$4,960**	**$4,708**
Annual Premium	**$59,561**	**$59,517**	**$56,496**
$ Increase / Decrease	-	**-$44**	**-$3,065**
% Increase / Decrease	-	**-0.1%**	**-5.1%**
Monthly Rates - Dependent Life			
Spouse Life Volume	$1,010,000	$1,010,000	$1,010,000
Spouse Life Rate / $1,000	$0.294	$0.294	$0.294
Spouse AD&D Rate / $1,000	$0.040	$0.040	$0.017
Child(ren) Life Rate 28	$0.184	$0.184	$0.184
Family Dependent Life Per Unit 23	$1.380	$1.380	$1.380
Monthly Premium	**$421**	**$421**	**$397**
Annual Premium	**$5,047**	**$5,047**	**$4,768**
$ Increase / Decrease	-	**$0**	**-$279**
% Increase / Decrease	-	**0.0%**	**-5.5%**
Monthly Premium	**$5,384**	**$5,380**	**$5,105**
Annual Premium	**$64,608**	**$64,564**	**$61,264**
$ Increase / Decrease	-	**-$44**	**-$3,344**
% Increase / Decrease	-	**-0.1%**	**-5.2%**

City of Cocoa
Voluntary Short Term Disability Evaluation - BAFO
Effective Date: October 1, 2024

		Current		Renewal		Alternate Option	
		New York Life		New York Life		Prudential	
Short Term Disability							
Eligibility		All Active Employees Working 30 + hours Per Week		All Active Employees Working 30 + hours Per Week		All Active Employees Working 30 + hours Per Week	
Benefit		60%		60%		60%	
Maximum Weekly Benefit		$1,000		$1,000		$1,000	
Elimination Period for Accident		0 Days		0 Days		0 Days	
Elimination Period for Sickness		7 Days		7 Days		7 Days	
Benefit Duration		13 Weeks		14 Weeks Accident/13 Weeks Sickness		13 Weeks	
Rate Guarantee		**Expires 9/30/2024**		**Expires 9/30/2027**		**Expires 9/30/2027**	
Monthly Rates		**Age Bracket**	**Rate / $10**	**Age Bracket**	**Rate / $10**	**Age Bracket**	**Rate / $10**
Rates per $10 of Weekly Benefit	8	Under 25	$0.276	Under 25	$0.276	Under 25	$0.276
	7	25-29	$0.276	25-29	$0.276	25-29	$0.276
	8	30-34	$0.276	30-34	$0.276	30-34	$0.276
	20	35-39	$0.276	35-39	$0.276	35-39	$0.276
	18	40-44	$0.276	40-44	$0.276	40-44	$0.276
	28	45-49	$0.322	45-49	$0.322	45-49	$0.322
	18	50-54	$0.368	50-54	$0.368	50-54	$0.368
	21	55-59	$0.488	55-59	$0.488	55-59	$0.488
	16	60-64	$0.598	60-64	$0.598	60-64	$0.598
	1	65-69	$0.681	65-69	$0.681	65-69	$0.681
	2	70-74	$0.745	70-74	$0.745	70-74	$0.745
	0	75+	$0.809	75+	$0.809	75-100	$0.809
Estimate Volume		$95,929		$95,929		$95,929	
Monthly Premium		**$3,591**		**$3,591**		**$3,591**	
Annual Premium		**$43,089**		**$43,089**		**$43,089**	
$ Increase / Decrease		-		**$0**		**$0**	
% Increase / Decrease		-		**0.0%**		**0.0%**	

City of Cocoa
Long Term Disability Evaluation - BAFO
Effective Date: October 1, 2024

	Current	Renewal	Alternate Option
	New York Life	**New York Life**	**Prudential**
Long Term Disability			
Eligibility	All Active Employees Working 30 + hours per week	All Active Employees Working 30 + hours per week	All Active Employees Working 30 + hours per week
Benefit	60%	60%	60%
Maximum Monthly Benefit	$6,000	$6,000	$6,000
Elimination Period	90 Days	90 Days	90 Days
Own Occupation Period	24 months	24 months	24 months
Duration of Benefit	SSNRA	SSNRA	ADEA-1/SSNRA
Pre-existing Condition	3 / 12	3 / 12	3 / 12
Mental Illness, Alcoholism & Drug Abuse Limitation	24 months	24 months	24 months
Waiver of Premium	Included	Included	Included
Rate Guarantee Period	**Expires 9/30/2024**	**Expires 9/30/2027**	**Expires 9/30/2027**
Monthly Rates			
Estimated Volume	$1,211,965	$1,211,965	$1,211,965
LTD Rate / $100 Covered Payroll	$0.359	$0.295	$0.295
Monthly Premium	**$4,351**	**$3,575**	**$3,575**
Annual Premium	**$52,211**	**$42,904**	**$42,904**
$ Increase / Decrease	-	**-$9,308**	**-$9,308**
% Increase / Decrease	-	**-17.8%**	**-17.8%**

City of Cocoa
Employee Benefits Executive Summary
Effective Date: October 1, 2024

Enrollment as of May 1, 2024

				Current				Renewal						
MEDICAL				**2023-2024 Cigna**				**2024-2025 Cigna - Share Increase**				**2024-2025 Per Pay (24)**		
Core Plan				**Total**	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**	**Employer**	**Employee**	**EE Chg Amt**
Employee Only			301	$928.90	$928.90	100%	$0.00	$975.08	$975.08	100%	$0.00	$487.54	$0.00	$0.00
Employee + One			60	$1,763.64	$1,394.68	79%	$368.96	$1,851.34	$1,464.04	79%	$387.30	$732.02	$193.65	$9.17
Employee + Family			42	$2,644.76	$1,920.74	73%	$724.02	$2,776.28	$2,016.26	73%	$760.02	$1,008.13	$380.01	$18.00
Annual Premium			**403**	**$5,957,967**	**$5,327,409**		**$630,557**	**$6,254,199**	**$5,592,293**		**$661,906**			
$ Increase / Decrease				-	-		-	**$296,232**	**$264,883**		**$31,349**			
% Increase / Decrease				-	-		-	**5.0%**	**5.0%**		**5.0%**			
Core Plan - Retiree[1]	**0%**	**50%**	**100%**	**Total**	**Employer**	**ER %**	**Retiree**	**Total**	**Employer**	**ER %**	**Retiree**	**Employer**	**Retiree [1]**	**Change**
Employee Only	3	5	22	$928.90	$928.90	100%	$0.00	$975.08	$975.08	100%	$0.00	$975.08	$0.00	$0.00
Employee + One	0	4	2	$1,763.64	$928.90	53%	$834.74	$1,851.34	$975.08	53%	$876.26	$975.08	$876.26	$41.52
Employee + Family	0	0	0	$2,644.76	$928.90	35%	$1,715.86	$2,776.28	$975.08	35%	$1,801.20	$975.08	$1,801.20	$85.34
Annual Premium	**3**	**9**	**24**	**$461,386**	**$317,684**		**$143,702**	**$484,325**	**$333,477**		**$150,848**			
$ Increase / Decrease				-	-		-	**$22,939**	**$15,794**		**$7,146**			
% Increase / Decrease				-	-		-	**5.0%**	**5.0%**		**5.0%**			
Annual Premium			**439**	**$6,419,353**	**$5,645,093**		**$774,260**	**$6,738,524**	**$5,925,770**		**$812,754**			
$ Increase / Decrease				-	-		-	**$319,171**	**$280,677**		**$38,494**			
% Increase / Decrease				-	-		-	**5.0%**	**5.0%**		**5.0%**			
DENTAL				**Cigna**				**Cigna**				**Per Pay (24)**		
DPPO - Active				**Total**	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**	**Employer**	**Employee**	**Change**
Employee Only			269	$29.42	$29.42	100%	$0.00	$29.42	$29.42	100%	$0.00	$14.71	$0.00	$0.00
Employee + One			86	$73.92	$51.70	70%	$22.22	$73.92	$51.70	70%	$22.22	$25.85	$11.11	$0.00
Employee + Family			79	$101.52	$65.40	64%	$36.12	$101.52	$65.40	64%	$36.12	$32.70	$18.06	$0.00
Annual Premium			**434**	**$267,494**	**$210,321**		**$57,173**	**$267,494**	**$210,321**		**$57,173**			
$ Increase / Decrease				-	-		-	**$0**	**$0**		**$0**			
% Increase / Decrease				-	-		-	**0.0%**	**0.0%**		**0.0%**			
DPPO - Retiree[1]	**0%**	**50%**	**100%**	**Total**	**Employer**	**ER %**	**Retiree**	**Total**	**Employer**	**ER %**	**Retiree**	**Employer**	**Retiree [1]**	**Change**
Employee Only	36	5	99	$29.42	$29.42	100%	$0.00	$29.42	$29.42	100%	$0.00	$29.42	$0.00	$0.00
Employee + One	3	4	8	$73.92	$29.42	40%	$44.50	$73.92	$29.42	40%	$44.50	$29.42	$44.50	$0.00
Employee + Family	1	0	0	$101.52	$29.42	29%	$72.10	$101.52	$29.42	29%	$72.10	$29.42	$72.10	$0.00
Annual Premium	**40**	**9**	**107**	**$63,949**	**$39,364**		**$24,585**	**$63,949**	**$39,364**		**$24,585**			
$ Increase / Decrease				-	-		-	**$0**	**$0**		**$0**			
% Increase / Decrease				-	-		-	**0.0%**	**0.0%**		**0.0%**			
Annual Premium			**590**	**$331,444**	**$249,685**		**$81,758**	**$331,444**	**$249,685**		**$81,758**			
$ Increase / Decrease				-	-		-	**$0**	**$0**		**$0**			
% Increase / Decrease				-	-		-	**0.0%**	**0.0%**		**0.0%**			
Rate Guarantee				**Expires 09/30/2025**				**Expires 9/30/2025**						

[1] *Retiree Employer / Retiree Contributions are shown as 100% contribution for display purposes. The calculated totals are based on the retiree enrollment at the 0%, 50% or 100% of the single rate. Per pay amounts are monthly.*

City of Cocoa
Employee Benefits Executive Summary
Effective Date: October 1, 2024

Enrollment as of May 1, 2024

				Current				Renewal						
VISION				**2023-2024 EyeMed**				**2024-2025 EyeMed**				**2024-2025 Per Pay (24)**		
Vision - Active				**Total**	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**	**Employer**	**Employee**	**Change**
Employee Only			284	$5.68	$5.68	100%	$0.00	$5.68	$5.68	100%	$0.00	$2.84	$0.00	$0.00
Employee + Family			149	$15.16	$10.42	69%	$4.74	$15.16	$10.42	69%	$4.74	$5.21	$2.37	$0.00
Annual Premium			**433**	**$46,464**	**$37,988**		**$8,475**	**$46,464**	**$37,988**		**$8,475**			
$ Increase / Decrease				-	-		-	**$0**	**$0**		**$0**			
% Increase / Decrease				-	-		-	**0.0%**	**0.0%**		**0.0%**			
Vision - Retiree[1]	**0%**	**50%**	**100%**	**Total**	**Employer**	**ER %**	**Retiree**	**Total**	**Employer**	**ER %**	**Retiree**	**Employer**	**Retiree [1]**	**Change**
Employee Only	36	4	97	$5.68	$5.68	100%	$0.00	$5.68	$5.68	100%	$0.00	$5.68	$0.00	$0.00
Employee + Family	3	4	10	$15.16	$5.68	37%	$9.48	$15.16	$5.68	37%	$9.48	$5.68	$9.48	$0.00
Annual Premium	**39**	**8**	**107**	**$12,431**	**$7,566**		**$4,865**	**$12,431**	**$7,566**		**$4,865**			
$ Increase / Decrease				-	-		-	**$0**	**$0**		**$0**			
% Increase / Decrease				-	-		-	**0.0%**	**0.0%**		**0.0%**			
Annual Premium			**587**	**$58,894**	**$45,554**		**$13,340**	**$58,894**	**$45,554**		**$13,340**			
$ Increase / Decrease				-	-		-	**$0**	**$0**		**$0**			
% Increase / Decrease				-	-		-	**0.0%**	**0.0%**		**0.0%**			
Rate Guarantee				**Expires 9/30/2026**				**Expires 9/30/2026**						

[1] *Retiree Employer / Retiree Contributions are shown as 100% contribution for display purposes. The calculated totals are based on the retiree enrollment at the 0%, 50% or 100% of the single rate. Per pay amounts are monthly.*

LIFE/AD&D		**New York Life**				**New York Life**			
		Total	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**
Benefits Volume		$41,771,200	$25,203,450		$16,567,750	$41,771,200	$25,203,450		$16,567,750
Life Rate / $1,000		$0.507	$0.253	100%/0%	$0.254	$0.444	$0.190	100%/0%	$0.254
AD&D Rate / $1,000		$0.080	$0.040	100%/0%	$0.040	$0.065	$0.025	100%/0%	$0.040
Retiree Life	37	$0.250	$0.000	0%	$0.250	$0.240	$0.000	0%	$0.240
Dependent Life Per Unit	23	$1.380	$0.000	0%	$1.380	$1.380	$0.000	0%	$1.380
Spouse Life Rate / $1,000		$0.294	$0.000	0%	$0.294	$0.294	$0.000	0%	$0.294
Spouse AD&D Rate / $1,000		$0.040	$0.000	0%	$0.040	$0.040	$0.000	0%	$0.040
Child Life Rate	28	$0.184	$0.000	0%	$0.184	$0.184	$0.000	0%	$0.184
Annual Premium		**$153,224**	**$88,615**		**$64,608**	**$129,589**	**$65,025**		**$64,564**
$ Increase / Decrease		-	-		-	**-$23,635**	**-$23,590**		**-$44**
% Increase / Decrease		-	-		-	**-15.4%**	**-26.6%**		**-0.1%**
Rate Guarantee			**Expires 9/30/2024**				**Expires 9/30/2027**		
SHORT TERM DISABILITY		**New York Life**				**New York Life**			
		Total	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**
STD Benefits Volume		$95,929	$0	0%	$95,929	$95,929	$0	0%	$95,929
STD Rate / $10			Age Banded Rates				Age Banded Rates		
Annual Premium		**$43,089**	**$0**		**$43,089**	**$43,089**	**$0**		**$43,089**
$ Increase / Decrease		-	-		-	**$0**	**$0**		**$0**
% Increase / Decrease		-	-		-	**0.0%**	**0.0%**		**0.0%**
Rate Guarantee			**Expires 9/30/2024**				**Expires 9/30/2027**		

City of Cocoa
Employee Benefits Executive Summary
Effective Date: October 1, 2024

Enrollment as of May 1, 2024

		Current				Renewal				
LONG TERM DISABILITY		**2023-2024 New York Life**				**2024-2025 New York Life**				**2024-2025**
		Total	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**	
LTD Benefits Volume		$1,211,965	$1,211,965		$0	$1,211,965	$1,211,965		$0	
LTD Rate / $100		$0.359	$0.359	100%	$0.000	$0.295	$0.295	100%	$0.000	
Annual Premium		**$52,211**	**$52,211**		**$0**	**$42,904**	**$42,904**		**$0**	
$ Increase / Decrease		-	-		-	**-$9,308**	**-$9,308**		**$0**	
% Increase / Decrease		-	-		-	**-17.8%**	**-17.8%**		**0.0%**	
Rate Guarantee			**Expires 9/30/2024**				**Expires 9/30/2027**			
ADMIN FEES		**P&A Group**				**P&A Group**				
		Total	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**	
Retiree Billing Fee	55	$3.50	$3.50	100%	$0.00	$3.50	$3.50	100%	$0.00	
Annual Premium		**$2,310**	**$2,310**		**$0**	**$2,310**	**$2,310**		**$0**	
$ Increase / Decrease		-	-		-	**$0**	**$0**		**$0**	
% Increase / Decrease		-	-		-	**0.0%**	**0.0%**		**0.0%**	
Rate Guarantee			**Expires 9/30/2025**				**Expires 9/30/2025**			
Total Benefits Premium		**Total**	**Employer**		**Employee**	**Total**	**Employer**		**Employee**	
Annual Premium		**$7,060,524**	**$6,083,469**		**$977,055**	**$7,346,753**	**$6,331,248**		**$1,015,505**	
$ Increase / Decrease		-	-		-	**$286,229**	**$247,779**		**$38,450**	
% Increase / Decrease		-	-		-	**4.1%**	**4.1%**		**3.9%**	

City of Cocoa
Medical Evaluation - Fully Insured
Effective Date: October 1, 2024

		2023-2024	2024-2025
SCHEDULE OF BENEFITS		**Cigna Open Access Plus**	**Cigna Open Access Plus**
Calendar Year Deductible (CYD)		**In Network Only**	**In Network Only**
Single		$2,000	$2,000
Family		$6,000	$6,000
Out of Pocket Max		Deductible, Coinsurance, Copays, and Rx	Deductible, Coinsurance, Copays, and Rx
Single		$6,000	$6,000
Family		$12,000	$12,000
Coinsurance		20%	20%
Office Visits			
Primary Care Physician		$25	$25
Specialist		$50	$50
Preventive Services		$0	$0
Virtual Visits		$25/$50	$25/$50
Non Hospital Services			
Clinical Lab		$0	$0
X-rays		$0	$0
Advanced Imaging - CT, PET, MRI		$100	$100
Urgent Care Center		$50	$50
Outpatient Surgery in Surgical Center		20% after CYD	20% after CYD
Physician Services in Surgical Center		20% after CYD	20% after CYD
Hospital Services			
Inpatient Hospital (Per Admission)		20% after CYD	20% after CYD
Outpatient Hospital (Per Visit)		20% after CYD	20% after CYD
Physician Services at Hospital		20% after CYD	20% after CYD
Emergency Room (Per Visit)		$250	$250
Mental Health/Substance Abuse			
Inpatient Hospital		20% after CYD	20% after CYD
Outpatient Services		$0	$0
Outpatient Office Visit		$50	$50
Retail Pharmacy Plan			
Tier 1 Drugs - Generic		$20	$20
Tier 2 Drugs - Preferred		$40	$40
Tier 3 Drugs - Non-Preferred		$70	$70
Tier 4 Drugs - Specialty		$20 / $40 / $70	$20 / $40 / $70
90-Day Supply - Mail Order/Retail		$40 / $80 / $140	$40 / $80 / $140
Monthly Rates			
Employee Only	331	$928.90	$975.08
Employee + One	66	$1,763.64	$1,851.34
Employee + Family	42	$2,644.76	$2,776.28
Monthly Premium	**439**	**$534,946**	**$561,544**
Annual Premium		**$6,419,353**	**$6,738,524**
$ Increase / Decrease		**-**	**$319,171**
% Increase / Decrease		**-**	**5.0%**

Enrollment as of May 1, 2024

City of Cocoa
Dental Evaluation
Effective Date: October 1, 2024

SCHEDULE OF BENEFITS		2023-2024 Cigna Total DPPO		2024-2025 Cigna Total DPPO	
Plan Basics		**In Network**	**Out of Network**	**In Network**	**Out of Network**
Deductible Type		Calendar Year		Calendar Year	
Class Expenses Apply to Benefit Maximum		Class I, II, III		Class I, II, III	
Benefit Maximum		$1,500		$1,500	
Deductible					
Single		$25	$25	$25	$25
Family		$50	$50	$50	$50
Benefits					
Class I – Diagnostic & Preventive					
Routine Oral Exam (2 Per Year) Routine Cleanings (2 Per Year) Bitewing X-rays (1 Per Year) Complete X-rays (1 Set Every 3 Years)		100% No Deductible	100% No Deductible	100% No Deductible	100% No Deductible
Class II – Basic Restorative					
Fillings Oral Surgery Simple Extractions Endodontics Periodontal Anesthesia		80% After Deductible	80% After Deductible	80% After Deductible	80% After Deductible
Class III – Major Restorative					
Crowns Bridges Dentures		50% After Deductible	50% After Deductible	50% After Deductible	50% After Deductible
Class IV – Orthodontia					
Benefit (Children & Adult)		50% No Deductible	50% No Deductible	50% No Deductible	50% No Deductible
Orthodontia Lifetime Max		$2,000		$2,000	
Service Information					
Out of Network Benefits Payable Level		80th Percentile		80th Percentile	
Waiting Period (Timely Entrant)		None		None	
Missing Tooth Provision		Payments Reduced by 50% for 12 Months, then considered Class III expense		Payments Reduced by 50% for 12 Months, then considered Class III expense	
Rate Guarantee		**9/30/2025**		**9/30/2025**	
Monthly Rates					
Employee Only	409	$29.42		$29.42	
Employee + One	101	$73.92		$73.92	
Employee + Family	80	$101.52		$101.52	
Monthly Premium	**590**	**$27,620**		**$27,620**	
Annual Premium		**$331,444**		**$331,444**	
$ Increase / Decrease		**-**		**$0**	
% Increase / Decrease		**-**		**0.0%**	

Enrollment as of May 1, 2024

City of Cocoa
Vision Evaluation
Effective Date: October 1, 2024

		2023-2024		2024-2025	
SCHEDULE OF BENEFITS		**EyeMed Insight Network**		**EyeMed Insight Network**	
Exams		**In Network**	**Out of Network**	**In Network**	**Out of Network**
Eye Exam		$0	Up to $40	$0	Up to $40
Retinal Imaging		Up to $39	Not covered	Up to $39	Not covered
Contact Lens Exam (Standard Fit/Follow-up)		Up to $40	Not Covered	Up to $40	Not Covered
Frequency					
Exam		12 Months		12 Months	
Lenses		12 Months		12 Months	
Frames		24 Months		24 Months	
Contracts		12 Months		12 Months	
Lenses					
Single		$0	Up to $30	$0	Up to $30
Bifocal		$0	Up to $50	$0	Up to $50
Trifocal		$0	Up to $70	$0	Up to $70
Lenticular		$0	Up to $70	$0	Up to $70
Progressive - Standard		$55	Up to $52	$55	Up to $52
Polycarbonate - Up to Age 19		$0	Up to $32	$0	Up to $32
Frames					
Retail		Up to $150, then 20% discount	Up to $105	Up to $150, then 20% discount	Up to $105
Contact Lenses		***In lieu of eyeglass lenses and frames***		***In lieu of eyeglass lenses and frames***	
Contact Lenses (Conventional)		Up to $150, then 15% discount	Up to $150	Up to $150, then 15% discount	Up to $150
Contact Lenses (Disposable)		Up to $150	Up to $150	Up to $150	Up to $150
Contact Lenses (Medically Necessary)		$0	Up to $300	$0	Up to $300
Rate Guarantee		**Expires 9/30/2026**		**Expires 9/30/2026**	
Monthly Rates		**Current**		**Renewal**	
Employee Only	421	$5.68		$5.68	
Employee + Family	166	$15.16		$15.16	
Monthly Premium	**587**	**$4,908**		**$4,908**	
Annual Premium		**$58,894**		**$58,894**	
$ Increase / Decrease		**-**		**$0**	
% Increase / Decrease		**-**		**0.0%**	

Enrollment as of May 1, 2024

City of Cocoa
Employee Assistance Program Evaluation
Effective Date: October 1, 2024

	2023-2024	2024-2025
EAP	**Cigna**	**Cigna**
Eligibility	Employees and their household members	Employees and their household members
Number of Sessions per Employee or Dependent	8 Face-to-Face Visits per Issue	8 Face-to-Face Visits per Issue
Manager / Supv Training or Employee Seminars	5 hours of Training (combined with CIS)	5 hours of Training (combined with CIS)
Frequency of Comprehensive Reporting	Quarterly	Quarterly
Critical Incident Debriefing	5 hours per incident (unlimited incidents)	5 hours per incident (unlimited incidents)
Management Referrals	Included	Included
Telephonic Management / Supervisor Consultation and Support	Included	Included
Counselors Available 24/7	Included	Included
Work/Life Support	Online/Telephone Referrals	Online/Telephone Referrals
Legal/Financial Services	30-minute Consult for each Legal / Financial Topic	30-minute Consult for each Legal / Financial Topic
ID Theft Services	60-minute Consult with Fraud Resolution Specialist	60-minute Consult with Fraud Resolution Specialist
Child/Elder Care Referrals	Included	Included
Monthly Rates	**Included in Medical Premium**	**Included in Medical Premium**
Rate Guarantee	**Expires 9/30/2025**	**Expires 9/30/2025**
Per Employee Per Month 465	$2.79	$2.79
Monthly Premium	**$1,297**	**$1,297**
Annual Premium	**$15,568**	**$15,568**
$ Increase / Decrease	**-**	**$0**
% Increase / Decrease	**-**	**0.0%**

No cost to the City - Cigna Provided Service

City of Cocoa
Flexible Spending Account Evaluation
Effective Date: October 1, 2024

	2023-2024	2024-2025
	P&A Group	**P&A Group**
Administration		
One Time Setup Fee	$0	$0
Annual Renewal Fee	$0	$0
Debit Card Fee	Included	Included
Debit Card Setup Fee	Included	Included
Reimbursements Frequency	Daily Processing	Daily Processing
Paper Confirmation Statements	Electronic Only	Electronic Only
Direct Deposit Setup	Included	Included
Online Enrollment Meetings	Included	Included
Web Administration	Included	Included
Enrollment Kits	Electronic/Paper	Electronic/Paper
Custom Reporting	Included	Included
Monthly Rates		
Per Employee Per Month 95	$3.65	$3.65
Rate Guarantee	**9/30/2025**	**9/30/2025**
Monthly Premium	**$347**	**$347**
Annual Premium	**$4,161**	**$4,161**
$ Increase / $ Decrease	**-**	**$0**
% Increase / % Decrease	**-**	**0.0%**

City of Cocoa
COBRA & Retiree Billing Evaluation
Effective Date: October 1, 2024

		2024-2025
COBRA/Retiree Billing Administration		**P&A Group**
Plan Basics		
Dedicated Account Manager		Yes
Electronic Eligibility File Fees		Included
Web Administration		Included
Liability - Indemnify/Hold Client Harmless		Included
Notice Fees[1]		**Per Notice Billing**
Initial Notice to New Hires Fee	79	$10.00
Initial Notice to ALL Employees Fee		$3.25
Qualifying Event Per Notice Fee	94	$20.00
Monthly Invoice - Retirees PRPM		$0.00
Implementation/Renewal Fees		
Cost per Printed OE Kits		$0.00
Implementation Fee/Set Up Fee		$0.00
Renewal Fee		$0.00
Takeover Fee - Per Member (One-time)		$0.00
Monthly Rates		
COBRA Fee - Per Employee Per Month		Per Event Notice
Retiree Fee - Per Retiree Per Month	55	$3.50
Monthly Premium Minimum (if applies)		$0
Rate Guarantee		**9/30/2025**
Monthly Premium - COBRA (Estimated)		**$223**
Monthly Premium - Retiree		**$193**
Annual Premium		**$4,980**
$ Increase / $ Decrease		**-**
% Increase / % Decrease		**-**

[1]*Estimated number of new hires, terminations and other qualifying events; fluctuation in status changes may increase or decrease the annual estimates.*

City of Cocoa
Basic Life and AD&D Evaluation
Effective Date: October 1, 2024

	Current	Renewal
	New York Life	**New York Life**
Basic Life and AD&D Benefit		
Class 1: Mayor & Council Members	All active, FT Employees classified as a Mayor or Council Member working a minimum of 30 hours per week: $50,000	All active, FT Employees classified as a Mayor or Council Member working a minimum of 30 hours per week: $50,000
Class 2: All other Full-Time Employees	All active, FT Employees working a minimum of 30 hours per week: 1 X Annual Salary, rounded to the next higher $1,000, to a Max of $100,000	All active, FT Employees working a minimum of 30 hours per week: 1 X Annual Salary, rounded to the next higher $1,000, to a Max of $100,000
Class 3: Executives	All active, FT Employees classified as an Executive working a minimum of 30 hours per week: 2 X Annual Salary, rounded to next higher $1,000, to a Max of $200,000	All active, FT Employees classified as an Executive working a minimum of 30 hours per week: 2 X Annual Salary, rounded to next higher $1,000, to a Max of $200,000
Features		
Waiver of Premium	Disabled Prior to Age 60 6 month waiting period, benefit to age 70	Disabled Prior to Age 60 6 month waiting period, benefit to age 70
Conversion Privileges	Available	Available
Accelerated Benefit	75% to Plan Maximum	75% to Plan Maximum
Age Reduction Schedule (Reduced to)	65% at age 65 50% at age 70 35% at age 75	65% at age 65 50% at age 70 35% at age 75
Rate Guarantee	**Expires 9/30/2024**	**Expires 9/30/2027**
Monthly Rates		
Estimated Volume	$25,203,450	$25,203,450
Employee Life Rate / $1,000	$0.253	$0.190
Employee AD&D Rate / $1,000	$0.040	$0.025
Monthly Premium	**$7,385**	**$5,419**
Annual Premium	**$88,615**	**$65,025**
$ Increase / Decrease	**-**	**-$23,590**
% Increase / Decrease	**-**	**-26.6%**

City of Cocoa
Supplemental Life and AD&D Evaluation
Effective Date: October 1, 2024

		Current	Renewal
		New York Life	**New York Life**
Supplemental Employee Life / AD&D Benefit			
Class 2: All Other Full-Time Employees		All active, FT Employees working a minimum of 30 hours per week: Up to 3X Salary, rounded to the next higher $1,000, not to exceed $300,000	All active, FT Employees working a minimum of 30 hours per week: Up to 3X Salary, rounded to the next higher $1,000, not to exceed $300,000
Class 3: Retirees		All former Employees who retire from the Employer: $10,000	All former Employees who retire from the Employer: $10,000
Class 4: Executives		All active, FT Employees classified as an Executive working a minimum of 30 hours per week: Up to 3X Salary, rounded to the next higher $1,000, not to exceed $300,000	All active, FT Employees classified as an Executive working a minimum of 30 hours per week: Up to 3X Salary, rounded to the next higher $1,000, not to exceed $300,000
Supplemental Dependent Life / AD&D Benefit			
Spouse Benefit (to Age 70)		Units of $10,000 up to $50,000, not to exceed 50% of Employee Amount	Units of $10,000 up to $50,000, not to exceed 50% of Employee Amount
Spouse Coverage Limit		to age 70	to age 70
Child(ren) Benefit		$10,000 $500 (birth to 6 months)	$10,000 $500 (birth to 6 months)
Child(ren) Coverage Limit		to age 19 / 23 if FT student	to age 19 / 23 if FT student
Family Benefit		Spouse/Child(ren): $5,000	Spouse/Child(ren): $5,000
Guaranteed Issue			***Offer a Full Open Erolllment (No EOI up to GI)***
Class 2 & Class 4		$250,000 (combined with Basic Life)	$250,000 (combined with Basic Life)
Class 3		$10,000	$10,000
Spouse		$30,000	$30,000
Child(ren)		Guaranteed Issue	Guaranteed Issue
Rate Guarantee		**Expires 9/30/2024**	**Expires 9/30/2027**
Monthly Rates - Employee/Retiree			
Employee Life Volume		$16,567,750	$16,567,750
Employee Life Rate / $1,000		$0.254	$0.254
Employee AD&D Rate / $1,000		$0.040	$0.040
Retiree Life Rate / $1,000	37	$0.250	$0.240
Monthly Premium		**$4,963**	**$4,960**
Annual Premium		**$59,561**	**$59,517**
$ Increase / Decrease		**-**	**-$44**
% Increase / Decrease		**-**	**-0.1%**
Monthly Rates - Dependent Life			
Spouse Life Volume		$1,010,000	$1,010,000
Spouse Life Rate / $1,000		$0.294	$0.294
Spouse AD&D Rate / $1,000		$0.040	$0.040
Child(ren) Life Rate	28	$0.184	$0.184
Family Dependent Life Per Unit	23	$1.380	$1.380
Monthly Premium		**$421**	**$421**
Annual Premium		**$5,047**	**$5,047**
$ Increase / Decrease		**-**	**$0**
% Increase / Decrease		**-**	**0.0%**
Monthly Premium		**$5,384**	**$5,380**
Annual Premium		**$64,608**	**$64,564**
$ Increase / Decrease		**-**	**-$44**
% Increase / Decrease		**-**	**-0.1%**

City of Cocoa
Long Term Disability Evaluation
Effective Date: October 1, 2024

	Current	Renewal
	New York Life	**New York Life**
Long Term Disability		
Eligibility	All Active Employees Working 30 + hours per week	All Active Employees Working 30 + hours per week
Benefit	60%	60%
Maximum Monthly Benefit	$6,000	$6,000
Elimination Period	90 Days	90 Days
Own Occupation Period	24 months	24 months
Duration of Benefit	SSNRA	SSNRA
Pre-existing Condition	3 / 12	3 / 12
Mental Illness, Alcoholism & Drug Abuse Limitation	24 months	24 months
Waiver of Premium	Included	Included
Rate Guarantee Period	**Expires 9/30/2024**	**Expires 9/30/2027**
Monthly Rates		
Estimated Volume	$1,211,965	$1,211,965
LTD Rate / $100 Covered Payroll	$0.359	$0.295
Monthly Premium	**$4,351**	**$3,575**
Annual Premium	**$52,211**	**$42,904**
$ Increase / Decrease	**-**	**-$9,308**
% Increase / Decrease	**-**	**-17.8%**

City of Cocoa
Life & Disability - Rate Summary
Effective Date: October 1, 2024

	Current		Renewal	
Life/Disability	**New York Life**		**New York Life**	
Basic Life/AD&D	**Rate Per $1,000**	**Premium**	**Rate Per $1,000**	**Premium**
Basic Life	$0.253	$6,376	$0.190	$4,789
Basic AD&D	$0.040	$1,008	$0.025	$630
Monthly Total		**$7,385**		**$5,419**
Annual Total		**$88,615**		**$65,025**
$ Increase / Decrease		**-**		**-$23,590**
% Increase / Decrease		**-**		**-26.6%**
Supplemental Life	**Rate Per $1,000**	**Premium**	**Rate Per $1,000**	**Premium**
Supplemental Life	$0.254	$4,871	$0.254	$4,871
Supplemental AD&D	$0.040		$0.040	
Dependent Life	Varies by Coverage	$421	Varies by Coverage	$421
Retiree Life	$0.250	$93	$0.240	$89
Monthly Total		**$5,384**		**$5,380**
Annual Total		**$64,608**		**$64,564**
$ Increase / Decrease		**-**		**-$44**
% Increase / Decrease		**-**		**-0.1%**
Disability	**Rate Per $10 / $100**	**Premium**	**Rate Per $10 / $100**	**Premium**
Short-Term Per $10	Age Banded	$3,591	Age Banded	$3,591
Long-Term Per $100	$0.359	$4,351	$0.295	$3,575
Monthly Total		**$7,942**		**$7,166**
Annual Total		**$95,300**		**$85,993**
$ Increase / Decrease		**-**		**-$9,308**
% Increase / Decrease		**-**		**-9.8%**
Monthly Total	**$20,710**		**$17,965**	
Annual Total	**$248,524**		**$215,581**	
$ Increase / $ Decrease	**-**		**-$32,943**	
% Increase / % Decrease	**-**		**-13.3%**	

Legislation Details (With Text)

File #:	24-331	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/31/2024			**In control:**	City Council
On agenda:	6/4/2024			**Final action:**	
Title:	Informational Only - The City of Cocoa's Open Board Vacancies.(Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 31, 2024
Agenda Date: June 4, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Informational Only - The City of Cocoa's Open Board Vacancies.

BACKGROUND:

The City of Cocoa currently has several vacancies on various boards and committees. This agenda item provides an overview of these vacancies, eligibility criteria and the application process for interested residents.

Current vacancies:

Board of Adjustment
- 1 Regular member vacancy
- 2 Alternate member vacancies

General Pension Board
- 1 Regular member vacancy

Cocoa CRA
- 1 Regular member vacancy

Code Enforcement Board
- 1 Regular member vacancy

- 1 Alternate member vacancy
- 3 Regular member terms expiring the end of June, 2024

Planning and Zoning

- 3 Regular member vacancies

Eligibility Criteria:

- Must be a resident or owner of real property within the City limits of Cocoa.
- Must consent to a criminal background check.
- Be duly registered to vote in Brevard County.
- Must meet any other specific qualifications outlined in the board/committee's bylaws.
- Code Board: Additionally, appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor. § 162.05, Fla. Stat.
- CRA Boards: Additionally, any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. § 163.356, Fla. Stat.
- Police and Fire Pension: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:

Interested residents can apply on the City of Cocoa's website at www.cocoafl.gov under Your Government> Boards and Committees> Vacancies.

Applications must be submitted by Friday, June 14th at 5pm.

Appointments will be made by the City Council at a City Council meeting.

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
Informational item only.