City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, May 22, 2019

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 19-225 Approve the Agenda for the Regular meeting of May 22, 2019, as presented or with amendments.

Attachments: 05-22-19 Short Agenda.pdf

MINUTES:

II.2(a) 19-226 Approve the Minutes for the Regular meeting of April 10, 2019, as written or with amendments.

Attachments: 04-10-19 Minutes.pdf

EXHIBIT A: Form 8B submitted by Councilmember Koss 001.pdf

II.2(b) 19-227 Approve the Minutes for the District 1 Town Hall Meeting held on April 16, 2019, as written or with amendments.

Attachments: District 1 Town Hall Minutes.pdf

EXHIBIT A: Councilmember Goins' Presentation.pdf

III. AWARDS AND PRESENTATIONS:

III.1 19-170 Presentation of Certificate of Completion to Deputy Mayor Warner for the IEMO III: The Leadership Challenge, through Florida League of Cities, March 1-2, 2019. (Mayor Williams)

Attachments: IEMO III Certificate and Letter.pdf

III.2 19-228 Proclamation: Proclaiming May 18-25, 2019 as "National Safe Boating Week". (Mayor Williams)

Attachments: National Safe Boating Week.pdf

III.3 19-229 Proclamation: Proclaiming the first Friday in June (June 7, 2019) as: "National Gun Violence Awareness Day." (Mayor Williams)

Attachments: National Gun Violence Awareness Day.pdf

III.4 19-233 Update on Port Canaveral provided by Port Commissioner Wayne Justice. (Councilmember Koss)

III.5 19-251 Recognition of the Cocoa High School Girls Track Team. (Councilmember Goins)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 19-208 Approve Change Order #1 to FY2019 P.O. 74115 with Trane, Maitland, Florida, for the Replacement of a CHW Expansion Tank, CHW Air Separator and Air Vents for Two (2) Trane Chillers at the Dyal Water Treatment Plant; To Authorize the City Manager to Execute the Change Order; To Approve a Resolution Amending the FY2019 Budget. (Utilities Director)

Attachments: Trane Chiller Change Order 1 (002)

Resolution No. 2019-041.pdf

BAF 19-081 -UT-Chiller (5-22-19) Agenda 19-208.pdf

V.2 19-209 Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89, Effective August 8, 2017 through August 7, 2020; To Authorize a Budgeted Expenditure for these Services not to Exceed $90,200. (Utilities Director)

Attachments:
- City of Clermont Contract Pricing.pdf
- City of Clermont Danus Agreement No. 2017-89.pdf
- Danus Quote No. 040319-4R LS 2.pdf
- Danus Quote No. 043019-1R LS 17.pdf
- Danus Quote No. 043019-2R LS 48.pdf
- Danus Quote No. 043019-3R LS 45.pdf
- RE Authorization for City of Cocoa.msg

V.3 19-232 Approve the attached Addendum (Change Order #1) to the Agreement with Community Housing Initiatives for an additional $30,000.00 from Community Development Block Grant(CDBG) Miscellaneous Revenue, to assist a moderate-income household. (Community Services Director)

Attachments:
- Attachment A Agreement with Community Housing Initiative Inc PAP 2019
- Attachment B Addendum to Community Housing Initiatives Agreement 2019
- Attachment C CDBG Misc Revenue Tracking Spreadsheet
- Exhibit A-Approved Agenda City Clerk's Journal.pdf

VI. PUBLIC HEARINGS:

VI.1 19-213 Hold second and final Public Hearing to approve the City of Cocoa's FY 2019/2020 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (Community Services Director)

Attachments:
- FY 19-20 CDBG-HOME Action Plan - Final.pdf
- Exhibit A 2nd Public Hearing AD 4-18-19

VI.2 19-214 Approve the Fourth Modification to the Adamson Creek Binding Development Agreement between the City of Cocoa and DR Horton Inc. and authorize the City Manager to execute the same, provided that a revised performance bond in a form approved by the City Attorney is first received. (Community Services Director)

Attachments:
- Attachment A 4th Modification to DA Adamson Creek Amenities
- Attachment B HOA Adamson Creek minutes 4.23.19
- Attachment C Legal Ad ADAMSON CREEK BINDING DEVELOPMENT
- Attachment D sketch of amenities at Adamson Creek

VI.3 19-237 Approval of a Large-Scale Site Plan consistent with Appendix A, Zoning, Article IV, Section 2, to construct a new 18,148 sq.ft. community center building, along with associated parking and stormwater retention, at the site commonly known as the Dr. Joe Lee Smith Community Center, with conditions. (Community Services Director)

Attachments: Exhibit A - Site Plan (Dr. Joe Lee Smith Center)
Exhibit B - Location Map
Building floor plan
Legal Ad Proof (Site Plan and Tree Permit)

VII. COUNCIL BUSINESS:

VII.1 19-215 City Council's direction for the final design concept of the Promenade and Overlooks Project to replace the boardwalk in Riverfront Park destroyed during Hurricane Irma. Consider additional concept for knee-wall, and other substitute railing options. (Public Works Director)

Attachments: Memo to Fuhrer - Concepts 5-16-19

VII.2 19-245 Appointment of a Council Liaison to the Police Community Relations Advisory Committee for 2019. (Administrative Services Director)

VIII. CITY BUSINESS:

VIII.1 19-203 Approve the final ranking and selection for Bid #Q-19-12-COC to the University of Central Florida for police department strategic planning services and allow the City Manager to negotiate and execute a contract not to exceed the fiscal year 2019-budgeted amount. (Assistant City Manager)

Attachments: Q-19-12-COC Submittal Tab Sheet.pdf
RFP-19-12-COC Strategic Plan -- Weighted Ranking.pdf
Score Sheets.pdf

VIII.2 19-231 Approve a Resolution waiving the competitive bidding process for the purpose of making an emergency single source purchase of a Trane 30 ton rooftop HVAC unit for the Utilities Water Field Operations Building in the amount of $76,688. Approve a Resolution amending the Fiscal Year 2019 Budget. (Public Works Director)

Attachments:
- Email fr Acting CM for emergency purchase.msg
- 041219 - Trane - WFO RTU - $76,688.pdf
- 74544.pdf
- Proprietary Sole Source List Current as of 8-2-18.pdf
- Resolution No. 2019-042.pdf
- BAF 19-091 -UT-AC Replacement (5-22-19) Agenda 19-231.pdf
- Sole Source Resolution No. 2019-043.pdf

VIII.3 19-234 Approve a Tree Removal Permit for an oak tree in the right-of-way adjacent to 2656 N. Indian River Drive with a replacement tree species and location as recommended by the Tree Board. (Community Services Director)

Attachments:
- Exhibit A - Location Map
- 12-2018 Ordinance re Landscape Requirements
- PZ-19-010 Tree Permit Application
- PZ-19-010 tree location
- Reason for tree removal request
- tree 1
- tree 2
- tree 3
- tree 4
- photo of tree before
- photo of tree limb cut down
- photo of tree after
- Handout from Mr. Sheive 5-1-19
- Legal Ad Proof (Site Plan and Tree Permit)

MULTI-YEAR CONTRACTS:

VIII.4 19-207 Approval of the second contract modification with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group to extend the term of the agreement until February 28, 2020. (Administrative Services Director)

Indexes: benefits; insurance

Attachments: Gehring Group, Inc Contract.pdf
First Modification of Agreement
Second Modification of Agreement

IX. INFORMATIONAL AGENDA:

IX.1 19-210 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 04/30/2019. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.18 thru 04.30.19.pdf

IX.2 19-219 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: April 2019 Project Contingency Report.pdf

IX.3 19-220 FY 2019 Budget Adjustment Report. (Finance Director)

Attachments: April FY 2019 EXPENSE Budget Tracking Worksheet.pdf
April FY 2019 REVENUE Budget Tracking Worksheet.pdf

IX.4 19-222 Cocoa Police Department District Event Statistics for January 2019-March 2019. (Chief of Police)

Attachments: Jan 2019 Council Report by District
Feb 2019 Council Report by District
Mar 2019 Council Report by District

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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Legislation Details (With Text)

File #:	19-225	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/8/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of May 22, 2019, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-22-19 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 8, 2019
Agenda Date: May 22, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of May 22, 2019, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

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Approve the Agenda for the Regular meeting of May 22, 2019, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

May 22, 2019

DATE: May 22, 2019	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of May 22, 2019 (19-225)
2. Minutes: (a) Regular Meeting of April 10, 2019 (19-226)
   (b) District 1 Town Hall Meeting on April 16, 2019 (19-227)

III. AWARDS AND PRESENTATIONS:

1. Presentation of Certificate of Completion to Deputy Mayor Warner for the IEMO III: The Leadership Challenge, through Florida League of Cities, March 1-2, 2019. (19-170). (Mayor Williams)

2. Proclamation: Proclaiming May 18-25, 2019 as "National Safe Boating Week". (19-228). (Mayor Williams)

3. Proclamation: Proclaiming the first Friday in June (June 7, 2019) as: "National Gun Violence Awareness Day." (19-229). (Mayor Williams)

4. Update on Port Canaveral provided by Port Commissioner Wayne Justice. (19-233). (Councilmember Koss)

5. Recognition of the Cocoa High School Girls Track Team. (19-251). (Councilmember Goins)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

1. Approve Change Order #1 to FY2019 P.O. 74115 with Trane, Maitland, Florida, for the Replacement of a CHW Expansion Tank, CHW Air Separator and Air Vents for Two (2) Trane Chillers at the Dyal Water Treatment Plant; To Authorize the City Manager to Execute the Change Order; To Approve a Resolution Amending the FY2019 Budget. (19-208). (Utilities Director)

2. Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89, Effective August 8, 2017 through August 7, 2020; To Authorize a Budgeted Expenditure for these Services not to Exceed $90,200. (19-209). (Utilities Director)

3. Approve the attached Addendum (Change Order #1) to the Agreement with Community Housing Initiatives for an additional $30,000.00 from Community Development Block Grant(CDBG) Miscellaneous Revenue, to assist a moderate-income household. (19-232). (Community Services Director)

VI. PUBLIC HEARINGS:

1. Hold second and final Public Hearing to approve the City of Cocoa's FY 2019/2020 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (19-213). (Community Services Director)

2. Approve the Fourth Modification to the Adamson Creek Binding Development Agreement between the City of Cocoa and DR Horton Inc. and authorize the City Manager to execute the same, provided that a revised performance bond in a form approved by the City Attorney is first received. (19-214). (Community Services Director)

3. Approval of a Large-Scale Site Plan consistent with Appendix A, Zoning, Article IV, Section 2, to construct a new 18,148 sq.ft. community center building, along with associated parking and stormwater retention, at the site commonly known as the Dr. Joe Lee Smith Community Center, with conditions. (19-237). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Request Council's Direction for the final design concept of the Promenade and Overlooks Project to replace the boardwalk in Riverfront Park destroyed during Hurricane Irma. Consider additional concept for knee-wall, and other substitute railing options. (19-215). (Public Works Director)

2. Appointment of a Council Liaison to the Police Community Relations Advisory Committee for 2019. (19-245). (Administrative Services Director)

VIII. CITY BUSINESS:

1. Approve the final ranking and selection for Bid #Q-19-12-COC to the University of Central Florida for police department strategic planning services and allow the City Manager to negotiate and execute a contract not to exceed the fiscal year 2019-budgeted amount. (19-203). (Assistant City Manager)

2. Approve a Resolution waiving the competitive bidding process for the purpose of making an emergency single source purchase of a Trane 30 ton rooftop HVAC unit for the Utilities Water Field Operations Building in the amount of $76,688. Approve a Resolution amending the Fiscal Year 2019 Budget. (19-231). (Public Works Director)

3. Approve a Tree Removal Permit for an oak tree in the right-of-way adjacent to 2656 N. Indian River Drive with a replacement tree species and location as recommended by the Tree Board. (19-234). (Community Services Director)

MULTI-YEAR CONTRACTS:

4. Approval of the second contract modification with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group to extend the term of the agreement until February 28, 2020. (19-207). (Administrative Services Director)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 04/30/2019. (19-210). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (19-219). (Finance Director)

3. FY 2019 Budget Adjustment Report. (19-220). (Finance Director)

4. Cocoa Police Department District Event Statistics for January 2019-March 2019. (19-222). (Chief of Police)

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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membership of the Council is required to enact an emergency ordinance. All ordinances require two readings, entitled first reading and second reading and public hearing, prior to adoption.

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Legislation Details (With Text)

File #:	19-226	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	5/8/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of April 10, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-10-19 Minutes.pdf EXHIBIT A: Form 8B submitted by Councilmember Koss 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 8, 2019
Agenda Date: May 22, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of April 10, 2019, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of April 10, 2019, as written or with amendments.

MINUTES

CITY OF COCOA

REGULAR MEETING OF THE CITY COUNCIL

April 10, 2019

A Regular City Council Meeting was held on Wednesday, April 10, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. OPENING MATTERS:

Mayor Williams called the meeting to order at 6:02 p.m.

Mr. Zack Parker provided the invocation, and his biography was presented by Councilmember Goins. Councilmember Goins led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Matt Fuhrer	Assistant City
	Carie Shealy	City Clerk
ABSENT:	John A. Titkanich, Jr.	City Manager

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; Mike Cantaloupe, Chief of Police; Gene Prince, Fire Chief; Ed Wegerif, Public Works Director; Rebecca Bowman, Finance Director; LeShawn Hinton, Helpdesk Support Technician; Dodie Selig, Planning Manager; and Gary Palmer, Facilities Manager.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of April 10, 2019 (19-125)
2. Minutes: (a) Regular meeting of February 27, 2019 (19-126)

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins, to remove Item III.3 (File ID 19-127) and to move Item VII.1 (File ID 19-60) to Awards and Presentations Item III.3. There is also an addition of Item III.4, which is a video clip about the Cocoa High School Chorus.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Boisvert to approve the Minutes as written for the Regular meeting of February 27, 2019.**

Councilmember Koss stated that she had an amendment to the minutes, noting that on page 3, paragraph 3, under the section of Dr. Fenton's presentation, it did not accurately describe what he said. She stated that it should read "the goal is to make our buildings energy efficient and then add rooftop solar."

Additionally, in paragraph 4, the second sentence should read, "in detail he pointed out the effectiveness of driving an electric car."

Councilmember Boisvert amended his motion.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to accept the changes to the minutes for the regular meeting of February 27, 2019 and to approve with amendments.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Proclamation: Proclaiming April 1, 2019 as "Children's Home Society of Florida TNT/Transformation Network Team Launch Day". (19-118). (Mayor Williams)

Mayor Williams read the proclamation into the record.

Mr. Park thanked Council and mentioned that the launch will be at Endeavor Elementary. They have a goal to raise $30,000 in thirty days and the goal is being reached. As of today they have raised $16,500. They want to send up to 200 students to camp this summer.

2. Proclamation: Proclaiming April as "Water Conservation Month". (19-124). (Utilities Director)

Mr. Walsh read the proclamation into the record.

~~3. Presentation on Port Canaveral by Port Commissioner Wayne Justice. (19-127). (City Manager)~~

3. Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2018. (19-60). (Finance Director)

Ms. Bowman announced that as of March 29, 2019 the City's audit was completed. Mr. Joel Knopp, a CPA from Moore, Stephens, and Lovelace was in attendance to provide a summary of the report. He pointed out that the City had a good report.

Mr. Knopp mentioned that this is a long process which required communications through their professional standards. There are a lot of standards that have to be followed and management also has a responsibility to provide oversight. Internal controls as well as financial statements for CRA's, budgetary compliance, etc. were looked at.

He advised that there were no significant matters and nothing that was identified as a material weakness. The audit schedule was met and Ms. Bowman was assigned as their contact.

Mr. Knopp discussed in detail some of the pages within the report.

Additionally, he advised that the Auditors Management Letter and independent accounts report are required under the Auditor General requirements. Nothing was found under these requirements.

A city-wide analysis was provided in both governmental activities and business type activities for both 2017 & 2018. The general fund was discussed and he added that the net change in the fund balance was a positive.

Lastly, he discussed the proprietary fund which has tremendous results as it relates to operations and has a very positive cash flow. A citywide analysis was provided in both governmental activies and business type activities for both 2017 & 2018.

He assured Council that overall the City is in good financial health.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2018.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Deputy Mayor Warner thanked them and believes that this report gets smaller every year.

Assistant City Manager Fuhrer extended gratitude to the Finance Director and her staff. This audit is a reflection of how they do their jobs every day. He thanked everyone involved.

4. Cocoa High School Chorus video. (Councilmember Koss)

Councilmember Koss pointed out that a couple of weeks ago Channel 6 news did a story on the Cocoa High Chorus and filmed them rehearsing. She believed that this would give everyone a glimpse of the talent in Cocoa. She is doing all that she can to ensure that these students are able to go to Carnegie Hall for the 9/11 program in the fall. They will be the performing at the Council meeting on April 24th and will be the opening act at the July 4th event in Cocoa.

IV. DELEGATIONS:

Emma Kirkpatrick, Ossorios, spoke about the need for signage on Harrison Street for the 18-wheelers that keep getting stuck and cannot make the turn. They are running over curves and plants are being ruined and planters broken. The sign that used to be there was removed for the new trashcans. There is not a sign anymore stating that the trucks cannot go down Harrison. She recommended some sort of sign or arch stating that they cannot get through. She thought it would be helpful.

Aleck Greenwood, 640 Brevard Avenue, refreshed Council on his concern for security in Council Chambers. He mentioned that this was also brought up at the

Planning and Zoning Board meeting. Also, Cocoa Village Playhouse is receptive to putting the original signage back on the building. It was painted over when the last renovation was done and they are short on funds. He asked for an update on the crosswalks, asked about the longevity of the asphalt stamping, and why bricks are being removed.

Assistant City Manager Fuhrer recalled that at the last City Council meeting there was a security member from the firm that they have contracted with. A report has been provided to staff in draft format. They are reviewing and will provide feedback as soon as they can.

Mr. Wegerif advised that the contractor is proceeding with the next area of work, which is Delannoy and Brevard with ramps, then they will get a schedule for paving. They are looking into options for paving at night, which is more expensive, but are looking into the possibility. The pavers are not compliant and will be pulled out and pavement stamping will be taking place.

Mr. Greenwood pointed out that there are many people who are unhappy with the crosswalks. It's about ambiance. Everything does not have to match, but these changes are taking away the historic feel from the downtown area.

Mayor Williams stated that he did some research and there are issues with things that he was unaware of. He talked to an employee who was addressing some of the issues downtown.

Mr. Greenwood asked if the playhouse issue could be looked into. Deputy Mayor Warner mentioned that they have a foundation who should look into this. Mr. Greenwood, in response, advised it was the cost.

Bernice Cox, 701 Aurora St., Cocoa, thanked Chief Prince and his staff for being there for her during her medical setback. She also thanked Chief Cantaloupe and his officers for always being there. She spoke in regards to Jackson Street and Polaris and that it was like a drainage ditch behind the old soccer field. Councilmember Goins rode with her and they took pictures. There was a tree on the fence that has been cut, and the east side of the ditch was mowed, but the west side is still overgrown. She assumed it all belongs to the City and was not sure why it is not being cut.

In response, Mr. Wegerif advised that the City has access to the east side, and the west side backs up to houses and there is not a maintenance road to get back

there. He noted that this is in the ten-year plan. It will get done but it may take some time to get out there.

Abby Johnson, 525 Community College Pkwy., SE, Palm Bay, and SJRWMD, advised she was just in attendance to say hello, as she has met some of the Council and not others. She is their contact if anyone has any issues. She also thanked Council for issuing the Water Conservation Month proclamation. She appreciates Cocoa's support.

V. CONSENT AGENDA:

1. Approve entering into a co-operative purchase agreement with Granite In-Liner, (Formally Layne In-Liner LLC) utilizing Polk County Bid 17-326 approved April 21, 2017 through February 28, 2020 to line various sized pipes utilizing the Cured in Place pipe lining technique on Indian River Dr, Sherwood Circle, Alamanda Street, Cidco Rd. and Dixon Blvd. Approve a Resolution Amending the FY2019 Budget for a project transfer, to issue a purchase order in the amount of $200,000 (Project SW1502). (18-612). (Public Works Director)

2. Approve a Resolution adopting the State Fiscal Year (SFY) 2019-2022 State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) and approve submission of the SHIP LHAP to the Florida Housing Finance Corporation for approval. Approve the revised and updated City of Cocoa Housing Program Policies and Procedures which reflect changes as required by the State within the proposed draft of the SFY2019-2022 SHIP LHAP. (19-116). (Community Services Director)

3. Approve a Resolution authorizing the City Manager to negotiate a Community Aesthetics Feature agreement with Florida Department of Transportation (FDOT), for the application of vinyl wraps on FDOT Traffic Signal Boxes throughout the City (19-120). (Assistant to the City Manager/Public Relations Specialist)

*** MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to approve the Consent Agenda.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Pass on Second/Final Reading Ordinance No. 01-2019: A Zoning Map Amendment for two parcels of land (approximately 3.23 acres) from C-W (Wholesale Commercial) and RU-1-7 (Single-Family Residential) to INST (Institutional). (19-114). (Community Services Director)

Attorney Garganese read the Ordinance into the record, by title only as follows. He advised that this is a quasi-judicial issue and is being proposed by zoning.

ORDINANCE NO. 01-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY ON WHICH THE CURRENT DR. JOE LEE SMITH COMMUNITY CENTER IS LOCATED, TOTALING 3.23 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF STONE STREET AND WEST OF WASHINGTON STREET, APPROXIMATELY 0.10 MILES WEST OF US 1, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM C-W (WHOLESALE COMMERCIAL) AND RU-1-7 (SINGLE-FAMILY RESIDENTIAL) TO INST (INSTITUTIONAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Bunt noted that this was the two parcels for the new Joe Lee Smith Center. They are looking to rezone it as institutional.

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

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Warner, to approve Ordinance No. 01-2019 on second and final reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2019-2020 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 22, 2019. (19-115). (Community Services Director)

Ms. Bunt presented the item and mentioned that the City anticipates receiving $179,889 in Community Development Block Grant funds from the U.S. Department of Housing & Urban Development as a direct entitlement. The City also anticipates receiving $71,828 in HOME Investment Partnership Program (HOME) funds from HUD as part of the Brevard County HOME Consortium. Applications for funds were received from various non-profit agencies.

She explained that based on a thorough review of each agency's proposals and financial statements, the committee's recommendations are as follows:

CDBG Public Services – Maximum 15% allowed $35,778			
Name of Agency	**Description of services to be provided**	**Amount Requested**	**Amount Recommended**
Community Services Council of Brevard – Senior Nutrition Program.	Provide 9,195 well-balanced nutritional meals to 91 frail and nutritionally at risk seniors.	$8,000	$12,000*
Central Brevard Sharing Center	Provide daily nutritional meals to 1,101 low/mod income persons.	$10,000	$14,778*
The Salvation Army North Central Brevard Corps	Provide daily nutritional meals and provide basic necessities to 26 residents of their domestic violence shelter.	$5,000	$9,000*
Victory Kids Sports	Provide a Physical Literacy Program to 40 youths	$13,000	$0.00
CDBG Other/Public Improvements - $108,134			
Abilities, Inc.	Rehabilitation of substandard rental housing	$258,925.52	$0
Park Improvements	Park improvements to Dr. Joe Lee Smith Park	$58,134	$58,134*

Section 108 Loan Guarantee Program	Repayment of Section 108 Loan the City is currently applying for	$50,000	$50,000
CDBG Administration - 20% - $35,977			
City Staff			$34,977*
Fair Housing			$1,000
Total CDBG Admin			$35,977
Total CDBG Allocation			***$179,889***
****Any increase or decrease in funding will be deducted from the award.***			

HOME Administration – 8% - $5,746*			
City Staff			$5,746*
HOME CHDO & Housing Set Aside - $52,123*			
CHDO Housing Activity	15% Mandatory CHDO set aside		$10,774*
Housing and CHDO	Housing Activities	$55,308	$55,308*
Total HOME Allocation			***$71,828***
****Any increase or decrease in funding will be deducted from the award.***			

Mayor Williams asked about the park improvements and Dr. Joe Lee Smith Center. He was curious why this park versus Provost or other parks in the City that need improvements was chosen. In response, Ms. Bunt advised that she had discussed this with the City Manager's office and it was easier to fund this through a CDBG loan.

Councilmember Koss asked about the federal dollars. Ms. Bunt explained the difference in food versus housing.

Mayor Williams opened the hearing to the public.

Mr. David Brubaker, 113 Aurora Street, President of the Central Brevard Sharing Center thanked Chief Cantaloupe for cooking at the BBQ contest this past weekend. He mentioned that they raised $50,000. He thanked the City for their continued support of the center and explained what the funds are used for that

they receive. He provided statistics of how many they feed, clothe, etc. He noted that the program is open to anyone who shows up and they are the only consistent feeding site in Brevard County. He invited all Council and staff to come by for a tour.

Josh Jensen, 3600 W. King Street, President and CEO of Aging Matters, updated Council on their accomplishments last year using the CDBG dollars. They increased their numbers in both their Meals on Wheels and Seniors at Lunch programs. He noted that 9,951 meals were provided and 12,775 meals were delivered to homes. So far this year they have tracked even more. He thanked Council for all that they do.

Cindy Mitchell, P.O. Box 940, Cocoa, Salvation Army, advised that she is the Director of the Domestic Violence Program. She provided brief history of the program and noted that they have been offering services for over 35 years. They operate from a confidential location and their primary function is to assist survivors in what way they need. It can be from their home or from the shelter. They have a twenty-four hour domestic hotline and they get about 2,000 calls a year. Last year, they received 301 calls. They are grateful for the funding as it helps to pay for food as they have to be able to provide basics for their users.

Councilmember Koss asked how long a shelter stay is typically and in response, Ms. Mitchell stated there is no max but there is a minimum of six weeks. It goes on an individual needs basis.

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

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Pass on Second/Final Reading Ordinance No. 02-2019: Amending City Code Chapter 3.5 Alarm Systems, Alarm Fees, Penalties, Chapter 6-502 Owners to Post Numbers, Chapter 13.5 Outdoor Fires and Chapter 20 Traffic (fire lane). (19-123). (Fire Chief)

Attorney Garganese read Ordinance No. 02-2019 into the record, by title only as follows. He advised that this was the second and final reading.

ORDINANCE NO. 02-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SEVERAL PROVISIONS OF THE CITY CODE REGARDING FIRE PREVENTION ACTIVITIES AND MATTERS AFFECTING THE RESPONSIBILITIES OF THE FIRE DEPARTMENT INCLUDING ALARM SYSTEMS, OPEN FIRES, NUMBERING OF BUILDINGS, FIRE LANES, AND OTHER MATTERS PERTAINING TO FIRE PREVENTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Chief Prince explained in detail what this ordinance entailed.

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

* **MOTION by Councilmember Koss; Seconded by Councilmember Boisvert, to approve Ordinance No. 02-2019 on second and final reading.**
AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

~~1. Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2018. (19-60). (Finance Director)~~

This item was moved to Awards and Presentations Item III.4.

2. Request City Council direction regarding the landscaped medians on Highway U.S. 1 and S.R. 520. (19-133). (Public Works Director)

Mr. Wegerif mentioned that between 2010 and 2015, the City inherited a lot of plants. These plants were placed in the medians and in order to maintain these the work had to be contracted out. The contractors used were the two lowest bidders and they did not perform. The medians have since declined due to weeds and after Hurricane Irma they got out of hand. Contractors were doing hurricane recovery work. They called the second lowest bidders to see if they could do the job at the rate they originally bid. They now have a pretty good

contractor and weeds are under control. An assessment was done and there are about 12,000 plants missing. Smaller plants cost around $4.00 and larger plants are around $55.00. Option #1 in the item would cost around $160,000.

He explained that staff would like to reduce the area that needs to be maintained by moving plants around, etc. This is not budgeted but staff is looking for Council's direction.

Mayor Williams asked how far the City's medians go on SR 520. He stated that those medians look awesome. He is aware that there is work that needs to be done and it was brought up at the Planning and Zoning Board, but they thought it was FDOT.

Councilmember Koss mentioned that she brought this up in January and she has been watching plants die ever since. She noted that Rockledge and Viera both do a great job and Viera has beautiful medians. She stated it was expensive and asked if our staff knew how to manage landscape.

Mr. Wegerif advised that mulch has not been in the budget and Councilmember Koss asked if the City could use the county's gold mulch. She felt that we could not afford to spend the money on this but felt it says a lot about the City if it was welcoming or not. If the landscape was developed then in the long run there would be less maintenance. Councilmember Koss noted that she has spoken with Sally Scalera and she thought that maybe they were not receiving the right irrigation. In response, Mr. Wegerif pointed out that he checks regularly and they are receiving reclaimed water.

Councilmember Koss further stated that she saw someone spraying, however, it was a windy day and the spray was not hitting the weeds. She was told it was a contractor and Public Works counseled him on the issue. Additionally, she stated that Rockledge's was just a little more mature, so weeds cannot cover as much. She is not for mowing and putting in grass as that would take more maintenance than if you landscaped it correctly.

Mayor Williams thought that the US 1 widening would have created a little savings in the maintenance area.

Councilmember Goins felt that no matter how much money is spent if the contractors are not doing their job than that is an issue. He does not want to spend $120,000 and have the same issue. He has been speaking with the Assistant City Manager about bringing back the inmate program and maybe this is something they could do. He is uncomfortable with spending so much money on this.

Mayor Williams mentioned the Adopt a Median Program and Mr. Wegerif explained how that works.

Councilmember Goins stated when we go with a low bid we get what we pay for, as the contractor probably did not have great workers.

Councilmember Koss asked if staff had been considered. In response, Deputy Mayor Warner stated that would be about three times the cost of a contractor when you add benefits on top of wages. It is much cheaper to go with contractors.

Deputy Mayor Warner agreed that there was no reason to put sod out. She is fine with Option #2 and instead of spending $160,000, they need to give the contractor time to perform. She reiterated that her preference was Option #2 and to find a new ground cover. She agreed that Ms. Scalera might have ideas for that.

Councilmember Boisvert is also in favor of Option #2.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to choose Option #2, to remove the word sod and replace with ground cover.**

Councilmember Koss would like it amended to have guidance from Ms. Scalera.

Assistant City Manager Fuhrer explained that they could approve an amount not to exceeded amount and staff could work to see what the best ground cover would be.

Councilmember Boisvert dropped his motion.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Koss, to adopt Option #2, changing the $80,000 to $100,000 and not adding any more sod to the medians, but add ground cover instead and to consult with the County agent on ground covers and plants that are native and easier to maintain.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Information regarding traffic data analysis of Michigan Avenue. (19-145). (Public Works Director)

Mr. Wegerif advised that the City has looked at a couple of different measures in order to help reduce speed on Michigan Avenue. They installed stop sign and have also collected data both before and after the sign was installed. The data showed that the speed was reduced. They are not sure if it was reduced by enforcement or the sign, but it was somewhat successful. It was shown that there are about 22,000 vehicles traveling the road during the week with about

3,000 each day. They will go out again to collect data before school ends because it did seem to matter if school was in or not.

Mr. Warren McKee, 2142 Michigan Avenue, stated that a couple of weeks ago an officer was monitoring the stop sign while he was mowing and his numbers dispute what the Public Works Director said. In a months' time, 23,000 cars were calculated speeding on his street. He is the person who has been picketing and it baffles him that a City staff person can say there is not a problem on Michigan Avenue. When police are in the area they slow down and when they are away they play again. He wants something done and will complain until something is done. All they are asking for is one more stop sign. He has already provided a petition and if they want more numbers he will get them. They want it done now and do not want to see a child killed. He warned Council to expect a fight if the City is going to turn its back on them.

Councilmember Koss assured Mr. McKee that the City was not going to turn their back on them. This is personal for her as well. They are deserving of a stop sign and Brevard County has the worst record of pedestrian deaths.

Councilmember Goins asked where the stop sign would go. Councilmember Koss believes that is still be to be determined. Mr. Wegerif pointed out where the one is located and warned Council that a stop sign is not recommended for speed control.

Councilmember Goins asked Mr. Wegerif what he recommended and in response, Mr. Wegerif stated you can narrow the roadways, and other structural things. It is cheaper to do a stop sign but he is not saying it is the right thing to do, although it did prove to decrease the speed.

Mayor Williams stated they get conflicting reports and as Council they cannot let their emotions get involved as they need to get something done. He asked if for the time being more police presence can be assured. He knows they cannot be there all day but possibly during the hours when it is worse.

Deputy Mayor Warner feels that if Council does its research they would see that if you make a road look narrow, by making islands or by adding other landscape it does help. We also have an immediate tool at the Police Department which is the PIO who can put out information to the public. She could also have media come out to do a story to give the public a warning that the location is being watched for speeders. It can also be announced at the high school.

Mayor Williams stated one problem is that it is used as a shortcut.

Chief Cantaloupe noted that when the stop sign was installed on February 9, ninety-seven stops were made. There were a lot of verbal warnings initially in order to get the message out.

Councilmember Koss mentioned that it is a mile-long street and she cannot believe that two signs would be too much. She also likes the idea of narrowing the road. She stressed that a message needs to be sent out that we are serious about people slowing down.

Councilmember Goins asked where the new sign would be placed and Chief Cantaloupe felt that Tulane would be the next logical spot.

* **MOTION by Councilmember Koss; Seconded by Councilmember Boisvert, to put a new stop sign at Tulane and at some point develop the area with a median if the City is able.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2019. (19-109). (Finance Director)

* **MOTION by Councilmember Boisvert to approve the item.**

Mayor Williams spoke about FY 2008 and FY 2009 when the economy dropped and he was glad that the City did what they did with reserves. Because of having money there, no furloughs or layoffs happened.

Ms. Bowman clarified what this resolution would do and mentioned that the stabilization reserve is being increased due to an increase. She explained in furtherance why this is necessary and noted that staff is mandated to set money aside.

Deputy Mayor Warner noted that they are increasing the reserve by $418,000.

THE MOTION WAS SECONDED BY COUNCILMEMBER KOSS.

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Resolution Amending the FY 2019 Budget, pertaining to payroll adjustments, union contract negotiations, and other miscellaneous transaction

through the use of Water/Sewer Fund, Stormwater Fund, and General Fund Contingency/Reserves and other available accounts. (19-143). (Finance Director)

Ms. Bowman advised that this item was due to equity adjustments made through union contracts and salary increases. Other payroll adjustments were also included and this item is cleaning up the budget mid-year.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Adopt a Resolution generally disclaiming the City's public park interests in McFarland Park. (19-144). (City Attorney)

Councilmember Koss submitted a Form 8B, Memorandum of Voting Conflict[1] to the City Clerk and stepped down from the dias during discussion of this item.

Attorney Garganese reminded Council of the motion made at a previous meeting to remove the City from any interest of McFarland Park. This resolution proposes to disclaim any unrecorded real property interest related to the park. The resolution will be recorded in the Brevard County public records and reserves any public utility interest in the park due to stormwater and other utility infrastructure.

Deputy Mayor Warner asked if in adopting this that the City was in no shape or form giving up any interest that we have as property owners in Carlton Terrace, because we own some properties there. In response, Attorney Garganese stated that was correct and explained that it only pertains to unrecorded property interest. Deputy Mayor Warner confirmed that it is strictly an easement. Attorney Garganese again stated she was correct and that the City does not own any fee title interest in McFarland Park and that the City can use it just like any other property owner. His understanding is that it is an easement.

Marlene Weiss, 2415 Tulane Drive, Cocoa, thanked Council for the new stop sign. She noted that she founded her business on US 1 and in the past year has had a decline in her health. She mentioned she would frequently use McFarland Park and a park on Clearlake. She believed that we need the green area and feels that everyone needs to have a place to go to with tree coverage and nature

[1] EXHIBIT A: Form 8B, Memorandum of Voting Conflict submitted by Councilmember Koss

and somewhere that has not been developed. She asked how this could be public when it is being privatized.

Mayor Williams mentioned that there have been a number of meetings in regards to this park and it has been used as a public park for many years.

Deputy Mayor Warner advised that the park belongs to Carleton Terrace, and not to the City, and it never has belonged to the City. Ms. Weiss does not feel that the issue is who owns it and voiced more concerns in regards to the park.

Councilmember Goins stated that they all know how she feels but this is out of Council's control.

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

AYES: Williams, Warner, Boisvert, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

Assistant City Manager Fuhrer stated that this will also allow the Property Appraiser to update their site.

MULTI-YEAR CONTRACTS:

4. Approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to authorize the City Manager to execute and sign the contract. (18-521). (Chief of Police)

Chief Cantaloupe advised that this would allow the police department to purchase ten new tasers which will replace those that are going out of warranty.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve the Second and Final Two-Year Renewal Under Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services. (19-102). (Utilities Director)

Mr. Walsh mentioned that this was the second and final approval for Ace Flow Control. This started in 2014 and it is the last allowed renewal.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Data showing the relation between the estimated and actual income and expenses to date. (19-130). (Finance Director)

2. FY 2019 Budget Adjustment Report. (19-132). (Finance Director)

3. Council's Consideration of the Waste Management Annual Review. (19-137). (Public Works Director)

X. REPORTS:

Ms. Bowman extended thanks to directors and employees for the excellent CAFR that they were able to produce. She extended a special thank you to Lora Howell for stepping up as Interim Finance Director. Ms. Bowman noted it was challenging, as she had to learn a lot about the City. She thanked everyone for following policies.

She followed up on the comment from the CAFR presentation regarding internal controls. Finance is working with staff to make sure that they are properly trained to be balanced to the penny.

Chief Cantaloupe mentioned that Friday, April 12, 2019 they will be out in Clear Pond Estates for a Community Watch Meeting from 5:30 until 6:30 p.m.

Chief Prince advised that they had received notification that they received a grant that was approved in March. They will bring an item to the next meeting to adjust the budget to accept the grant.

Ms. Bunt reminded Council that Friday is the Mayor's Manufacturer's Tour and she further announced that on April 3rd the former Cocoa Junior High School and on

April 2nd the former Cocoa Post Office were both placed on the National Register of Historic Places.

Mr. Walsh mentioned that on Friday there was an air conditioning failure at the WFO building so the Assistant City Manager enacted emergency procedures. The facility will be without air for about 7-8 weeks. They have moved employees around in order to make them more comfortable.

Assistant City Manager Fuhrer stated that City Council received a report related to the rain storm event. City staff will continue to monitor as the season sets in.

This past Saturday was the Trash Bash sponsored by Keep Brevard Beautiful. Last year Palm Bay collected the most trash in the County and most volunteers were in Melbourne. We were second in both categories but as always we had volunteers come out and it was a nice event.

Mayor Williams would like to see the most volunteers with the least amount of trash. He appreciated all who came out.

City Attorney Garganese advised that an email was sent out regarding collective bargaining and impasse has been declared and we are in that time frame. Council sits, listens, and they must refrain from discussing this with the City Management team, and any members of the Union or their partners. He reminded Council that they are now serving in a different capacity then they were at the beginning.

Councilmember Boisvert spoke about the recent hail storm, pointing out that yesterday an adjuster looked at 110 homes in Lost Lakes. He had $7,000 worth of damage on his screen room.

He requested a resolution be brought back extending the wavier for six months. They will still require a permit but fees would be waived for hail storm related damage only.

IT WAS A CONSENSUS BY COUNCIL TO HAVE A RESOLUTION BROUGHT BACK WAIVING PERMIT FEES FOR HAIL STORM RELATED DAMAGES FOR SIX MONTHS.

Councilmember Koss thanked Mr. Wegerif for the map and prepping for the workshop coming up next month. She asked about committee reports and has never heard anything brought up under that section of the agenda.

In response, Mayor Williams explained that it is usually a Chairperson of the board and they will speak if they have something to report.

Councilmember Koss brought paper straws from Ossorios. She pointed out that we will hear more about this and plastics when the Waste Management contract comes up.

She noted that a solar co-op opened but it is in Titusville, not in Cocoa. There was supposed to be a resolution supporting the co-op and she would like to have a resolution waiving permit fees for solar rooftops. There will be an informational session at the Florida Solar Energy Center on May 22, 2019 at 5:30 p.m.

Councilmember Koss spoke about her attendance at the Ethics class while in Tallahassee and thought it was excellent. The first thing they mentioned was to make sure your municipality has full access to legal guidance.

Attorney Garganese assured her and other Council that they can call him at any time regarding responsibilities, ethics, etc. Deputy Mayor Warner quoted an excerpt from the City Charter in regards to this also.

Councilmember Koss further spoke about conflicts of interest if you have a business or a property and if you serve as a liaison to a board or committee.

Attorney Garganese advised that Council appoints liaisons and has historically done so and not every board is the same. Some have final decision making authority, such as Code, Board of Adjustment, and CRA boards. A liaison going on one of those boards should tread lightly because you do not want to interfere with those decisions. If you go for observation, there is nothing wrong with the liaison participating, but he would heed caution from participating in quasi-judicial boards like Code.

Councilmember Goins thanked Mr. Wegerif for getting the trees trimmed on Stone Street. He stated that he has received a few phone calls about sidewalks on Lake Drive. There is a lot of foot traffic with the new probation office, Wawa, the bus terminal, and drug treatment facilities at the Lake Drive and Peachtree St. connection. He has concerns with people walking in the road and asked if something was planned for the future in regards to sidewalks.

In response, Mr. Wegerif stated that they have met and discussed a possible cooperative project with the County, as it is right on the county line. The pavement

is in poor condition so they are looking at paving that and a possible sidewalk from Varr up the City limits.

Councilmember Goins spoke about an incident at Provost Park where a twelve year old girl asked why it smells like urine and why people sell drugs at the park. It hits home when a twelve year old asks questions like that and he feels responsible. He asked for staff to put more pressure on the County because something needs done.

He reminded everyone that Tuesday, April 16, 2019 is his Town Hall Meeting at the Moore Center on Blake Avenue.

In closing, he congratulated Cocoa High School girls who won the Cape Coast Conference and he thanked all for coming out. He loves the direction the City is moving in.

Deputy Mayor Warner spoke about the pet masks donation at Fire Station 1. She announced that kits were donated and there are three sizes of masks. They work well on every animal. She thanked the Invisible Fence Company for the donation.

She wished the City Manager a speedy recovery and feels that the Assistant City Manager is doing an excellent job.

Deputy Mayor Warner announced the passing of Sgt. Major Patel. It is a huge loss to the City because he was always present at celebrations such as Memorial Day and other holiday events. Events were enhanced by him. She suggested that we take Memorial Day and recognize it as Sgt. Major Patel Day in Cocoa. She also thought friends in the village may have an idea of how he can be recognized.

IT WAS A CONSENSUS OF COUNCIL FOR SOMETHING TO DO BE DONE IN HONOR OF SGT. MAJOR PATE.

She spoke about recent newspaper articles about things going on in Palm Bay and Cocoa Beach, where they have passed ordinances decriminalizing marijuana. She would like the City to look into this.

She thanked the sponsors for the Chief's Breakfast, including the Merritt Island Pancake House and Dixon Diner. The breakfast had a very good turnout but no numbers have been received yet.

She thanked Delores McLaughlin and her kids from PAL. They were very impressive. She does a great job and is teaching those kids great things.

Lastly, she noted that the Tour de Force event that happened after the breakfast was nice as well. She mentioned it was always nice to see Barbara Matthews and her family and it was great food.

Deputy Mayor Warner advised that she had a few questions for the City Attorney because in court a judge had issued an order that can affect the Council. She asked if the City has any liability and exposure due to this court case and what that might be, and how it relates to Section 11 under the Charter for forfeiture of office. She stated she was not sure if the City Attorney would need time to research and get back on this.

This is concerning the order that Judge Turner has issued. City Attorney Garganese advised that this is a matter that the City is not a party in and he would have to look at it to see what is going on in the case.

Deputy Mayor Warner asked if he could let them know what liability we have. In response, City Attorney Garganese stated he would like to look at what she is referencing.

Deputy Mayor Warner noted that the rules of the Charter are very specific about the powers of City Council and has had phone calls and conversations with City employees who are feeling that they are getting pressure from elected officials, and that their jobs are being interfered with. They are also wondering why they should be taking direction from Council and not from their directors or the City Manager. She asked Council to read the City Charter, because under it Council is not allowed to talk to employees. They are allowed to speak to department heads because the City Manager has given them permission. The City Manager runs the City and anything that Council needs done needs to run through the City Manager or his office.

She further stated that on Monday evening there was an unpublished City meeting that took place and business was discussed. When she first came on Council in the 1990's there were serious issues with members who thought that they did not have to follow the rules. It took one of those Council members being tried in court and almost going to jail before a stop was put to that. There have also been issues within City departments. Violation of the Sunshine Law can land a person in jail. The Governor is not playing and she does not want Cocoa on the front page of the

newspaper again. She has not spent the last twenty-five years going back to what it was before. There are rules and the rules need to be followed. Do not speak to each other if what is being said can become city business. She warned all to be careful. She cautioned them again to read the Charter and Sunshine Law, and if they have questions to call the City Attorney.

Mayor Williams pointed out it was not meeting on Monday night it was a tour and it was a lie. He met with Habitat for Humanity, not with City staff. After the tour was completed Gary Palmer showed up to complete the tour as his employee had been there. Councilmember Koss then showed up and went with Gary Palmer to go on a tour.

He reiterated that it was not a meeting, Habitat just wanted to take a tour.

Deputy Mayor Warner advised that on the itinerary it was listed as a meeting with only Mayor Williams attending.

Mayor Williams stated that he has the order and paperwork she is referring to and will give it to the City Attorney.

He further referenced the statement about employees and mentioned that does not happen. Mayor Williams stated he can care less and will do the job that he has been given to do. We are all grown folks and elected to office. He knows the Charter.

Deputy Mayor Warned asked if he followed the Charter when he qualified for office.

* **Motion by Deputy Mayor Warner to adjourn the meeting**.

Councilmember Goins added that this is the only time that they can have open conversation and felt that if there are problems or if there is an issue, just direct it at the person instead of throwing it out there. Let's handle the problem.

Mayor Williams stated that he knows what is driving this and he will not apologize for being a black man with multiple properties.

Councilmember Goins asked what the employees said. In response, Deputy Mayor Warner stated that they were called at home on the weekend and instructed to do something in violation of what their job is. She pointed out that employees are scared to do their job.

Deputy Mayor Warner advised that this can be addressed when the City Manager returns or when the courts make their decision.

Mayor Williams noted that the City Manager, Assistant City Manager, and Community Services Director are the only employees he has called at home.

XI. ADJOURNMENT.

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to adjourn the Regular meeting of April 10, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:43 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT A: Form 8B, Memorandum of Voting Conflict submitted by Councilmember Koss

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Koss-Lorraine-Loken	Cocoa City Council
MAILING ADDRESS 65 Stone Street	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Cocoa — COUNTY: Brevard	NAME OF POLITICAL SUBDIVISION: District 4
DATE ON WHICH VOTE OCCURRED 4/10/2019	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Lorraine Koss, hereby disclose that on April 10, 20 19:

(a) A measure came or will come before my agency which (check one or more)

- ✓ inured to my special private gain or loss;
- ___ inured to the special gain or loss of my business associate, _____;
- ___ inured to the special gain or loss of my relative, _____;
- ___ inured to the special gain or loss of _____, by whom I am retained; or
- ___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I own property in Carleton Terrace. A vote for or against Resolution 2019-23 could impact the value of my property.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

4/10/2019
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

Legislation Details (With Text)

File #:	19-227	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	5/8/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Approve the Minutes for the District 1 Town Hall Meeting held on April 16, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	District 1 Town Hall Minutes.pdf EXHIBIT A: Councilmember Goins' Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 8, 2019
Agenda Date: May 22, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the District 1 Town Hall Meeting held on April 16, 2019, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the District 1 Town Hall Meeting held on April 16, 2019, as written or with amendments.

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MINUTES

CITY OF COCOA
DISTRICT 1 TOWN HALL MEETING

April 16, 2019

The District 1 Town Hall Meeting was held on Tuesday, April 16, 2019 at the Moore Center, 307 Blake Ave., Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Councilmember Goins called the meeting to order at 6:15 pm.

Present:	Jake Williams, Jr.	Mayor
	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	John Titkanich, Jr.	City Manager
	Monica Arsenault	Assistant City Clerk
Absent:	Matthew Fuhrer	Assistant City Manager

Other staff members present:

Ed Wegerif, Public Works Director; Jack Walsh, Utilities Director; Jonathan Lamm, Deputy Fire Chief; Nancy Bunt, Community Services Director; Charlene Neuterman, Deputy Community Services Director; Samia Singleton, Economic Development Specialist; Rebecca Bowman, Finance Director; Tammy Gemmati, Administrative Services Director; Samantha Senger, Assistant to the City Manager/PR Specialist; Dennis Bunt, Code Enforcement Manager; and Mike Cantaloupe, Police Chief.

II. Meeting Topics

1. Citizen Participation/Topic Discussion

City Manager Titkanich introduced both Council members and staff members present. He provided a brief history of the Moore Center leading up to its restoration and announced that as of April 3, 2019 the Moore Center has been added to the National Register of Historic Places.

Councilmember Goins emphasized the importance of representing District 1 and the City of Cocoa as a whole and discussed the importance of everyone speaking their mind and sharing ideas. He shared a slideshow[1] of photos depicting his journey as a Councilmember so far.

Ms. Cheryl McDougall, Brevard County District 2 School Board Representative, talked about the importance of school resource officers as well as how to be proactive about mental and emotional learning.

Ms. McDougall shared that the School Board is trying to find a way to give teachers raises. She mentioned that teachers have brought various concerns to her attention such as the lack of respect that students have for their teachers, the lack of volunteers in schools and the lack of overall involvement from parents.

Additionally, she shared information about how to find out what's going on in Brevard Public Schools such as their website and the Brevard Hometown News.

Mr. Ed Wegerif, Public Works Director, shared updates on the Fiske Blvd. Streetscape Upgrade Project, the T-Dock and Day Slip upgrades and restoration in the downtown area as well as the Boardwalk Promenade. He pointed out that concepts are to come for the Boardwalk Promenade and they are trying to design something that will be resilient to hurricanes.

He added that the Peachtree Street Streetscape Project was recently completed and Public Works is working towards becoming ADA compliant in the downtown area by upgrading handicap ramps and repaving. Mr. Wegerif noted that staff is also examining stormwater in various areas to find solutions to flooding.

Furthermore, staff is working towards sprucing up the City's medians per the direction recently provided by Council. Staff is also waiting on a loan in order to move forward with the Joe Lee Smith Project. He pointed out that plans have already been submitted to the Building Department.

Mayor Williams inquired about the Pineda Project. In response, Mr. Wegerif explained that this is an approximately two million dollar project and the entire road needs to be redone but it is on his list of projects to be completed.

A citizen raised a concern about flooding in the Village. In response, Mr. Wegerif explained that FDOT has a project budgeted to clean out their pipes. He added that the pipes that belong to the City have been cleaned out in an effort to alleviate some of the issues.

[1]EXHIBIT A: Slideshow Presentation by Councilmember Alex Goins

Several questions were raised regarding stormwater flooding in other various areas of the City, one of the areas being Stone Street and Washington Avenue. In response, Mr. Wegerif mentioned that a retention pond is being considered as a possible solution.

Ms. Nancy Bunt, Community Services Director, discussed the Female Veteran's Village by Habitat for Humanity for which the City donated funds to help with down payment assistance. She mentioned that the City also donated lots for the Michael C. Blake subdivision that is being developed.

Ms. Bunt briefly commented on several other developing projects in Cocoa which includes the Cottages of Cocoa Village, Lakeside Palms East and Lakeside Palms West, extension of Adamson Creek, Cocoa Grand and London Cove. She also mentioned that there is a new escape room in Cocoa Village and the new Walmart Distribution Center is looking to develop a dry foods section which will open the door for more jobs.

Lastly, she added that the Development Agreement has been executed for the hotel in Cocoa Village.

City Manager Titkanich spoke in regard to meaningful opportunities and how it effects quality of life. Ms. Bunt mentioned that many of the manufacturing businesses in Cocoa struggle to find skilled workers seeking employment.

City Manager Titkanich added that Dr. Mullins and Ms. McDougall will be hosting a meeting in May for the public to attend. He discussed some of the programs offered in schools and pointed out that Cocoa has very intelligent students and great schools, however the students suffer due to the unfortunate ratings the schools have received.

Mr. Herb Hernandez, Cocoa Housing Authority, spoke of two vacant lots located by Dollar General and the idea of turning it into a Neighborhood Commercial use. He added that they are open to other ideas as well.

Michael Cantaloupe, Police Chief, discussed the camera registration system and the Night Op Program. He expressed the importance of the Enforcement and Maintenance Program at Provost and Prospect Park and how important it is for Police to have a presence in parks to keep the community safe.

He also mentioned the Community Watch Meetings which will potentially take place on Wednesday evenings. He pointed out several other programs such as the Internet Exchange Program, Victim Advocate Program, and the Drop a Dime

Program, as well as the See Something Say Something app and the Next Door Neighbor app.

Chief Cantaloupe noted that they are working with the City Manager's office to develop a Strategic Plan that will cover the next five years. They are also looking at having the first Police Advisory Committee meeting on Thursday, May 23rd. Additionally, he shared several ways of getting in contact with the Police Department. He also thanked the Cocoa PAL kids and Delores McLaughlin for all of their efforts.

Lastly, he pointed out that there are vacancies for V-cop positions if anyone is interested in applying.

Johnathan Lamm, Deputy Fire Chief, shared information regarding the importance of smoke detectors. He explained that the new detectors have been designed to work for ten years without having to replace the batteries. He pointed out that the Fire Department also has a free program to give and install detectors to those who do not have them in their home.

Lastly, Chief Lamm noted the new Fire Alarm Ordinance that was recently approved by Council and discussed nuisance alarms and fines.

In closing, Councilmember Goins thanked everyone for attending and announced two upcoming basketball tournaments that will be held at Fern and Prospect Park on May 17th and May 24th.

III. ADJOURNMENT:

*** The Town Hall Meeting adjourned at 7:48 pm.**

_____

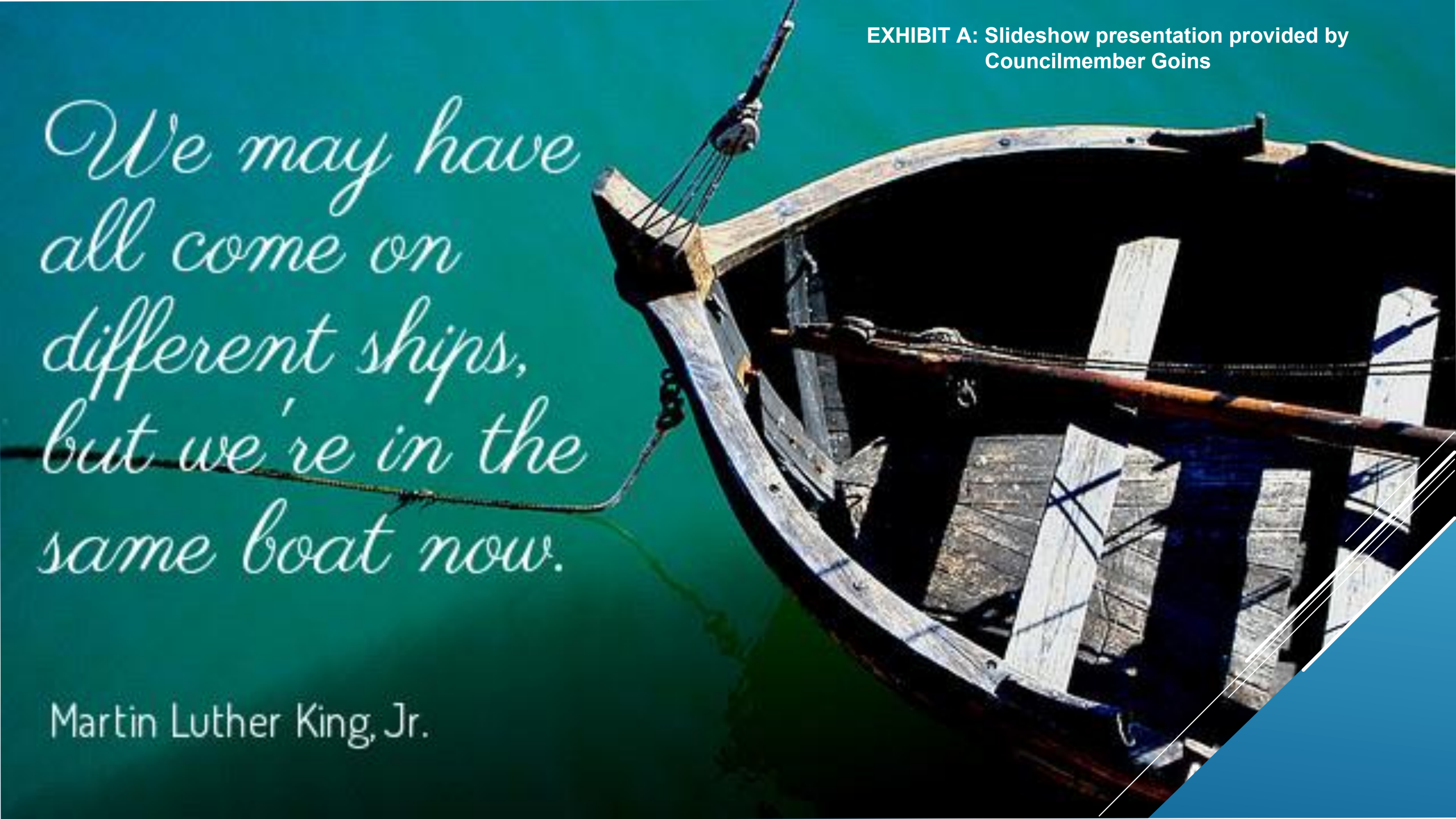
Jake Williams, Jr., Mayor

ATTEST:

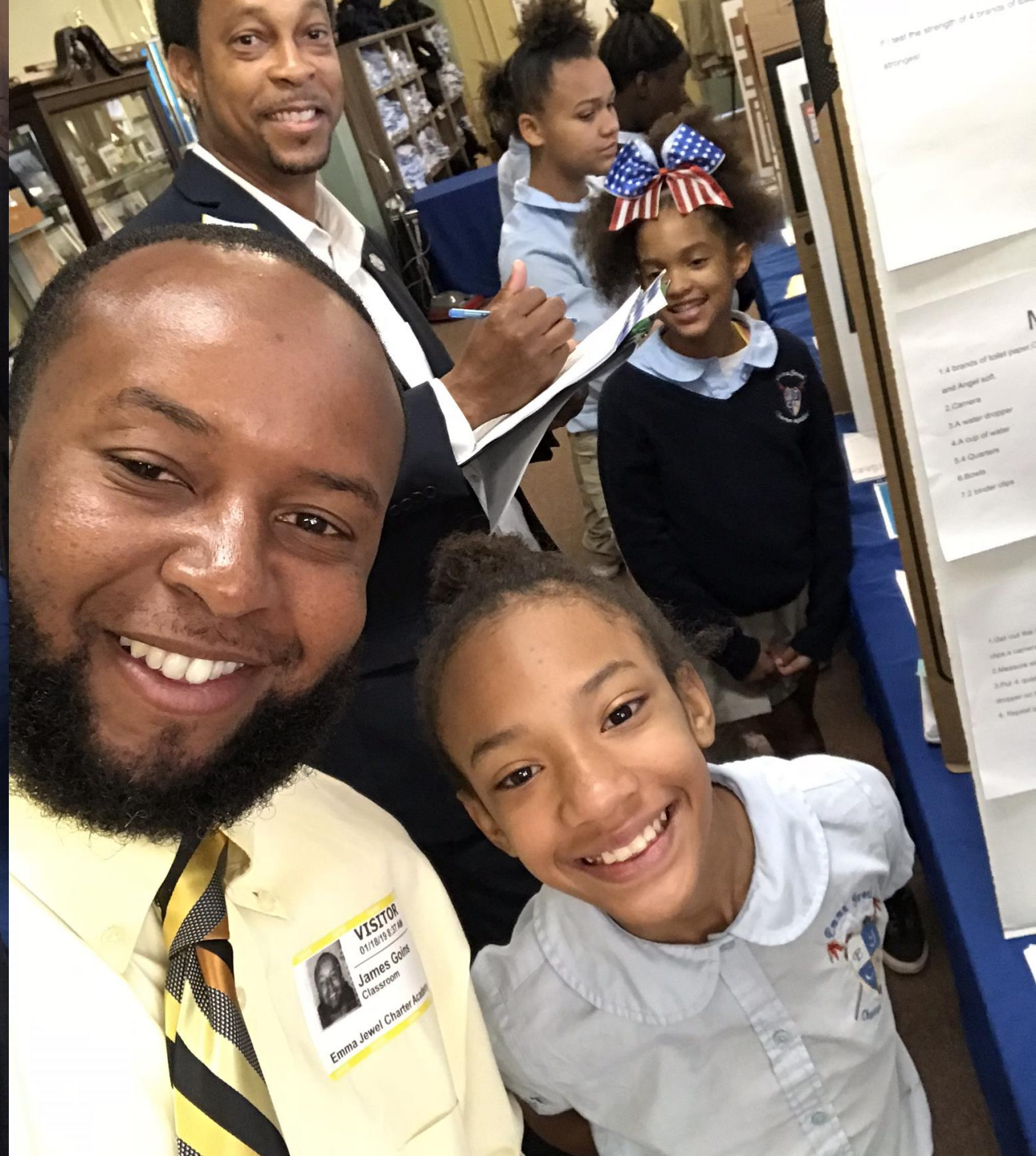
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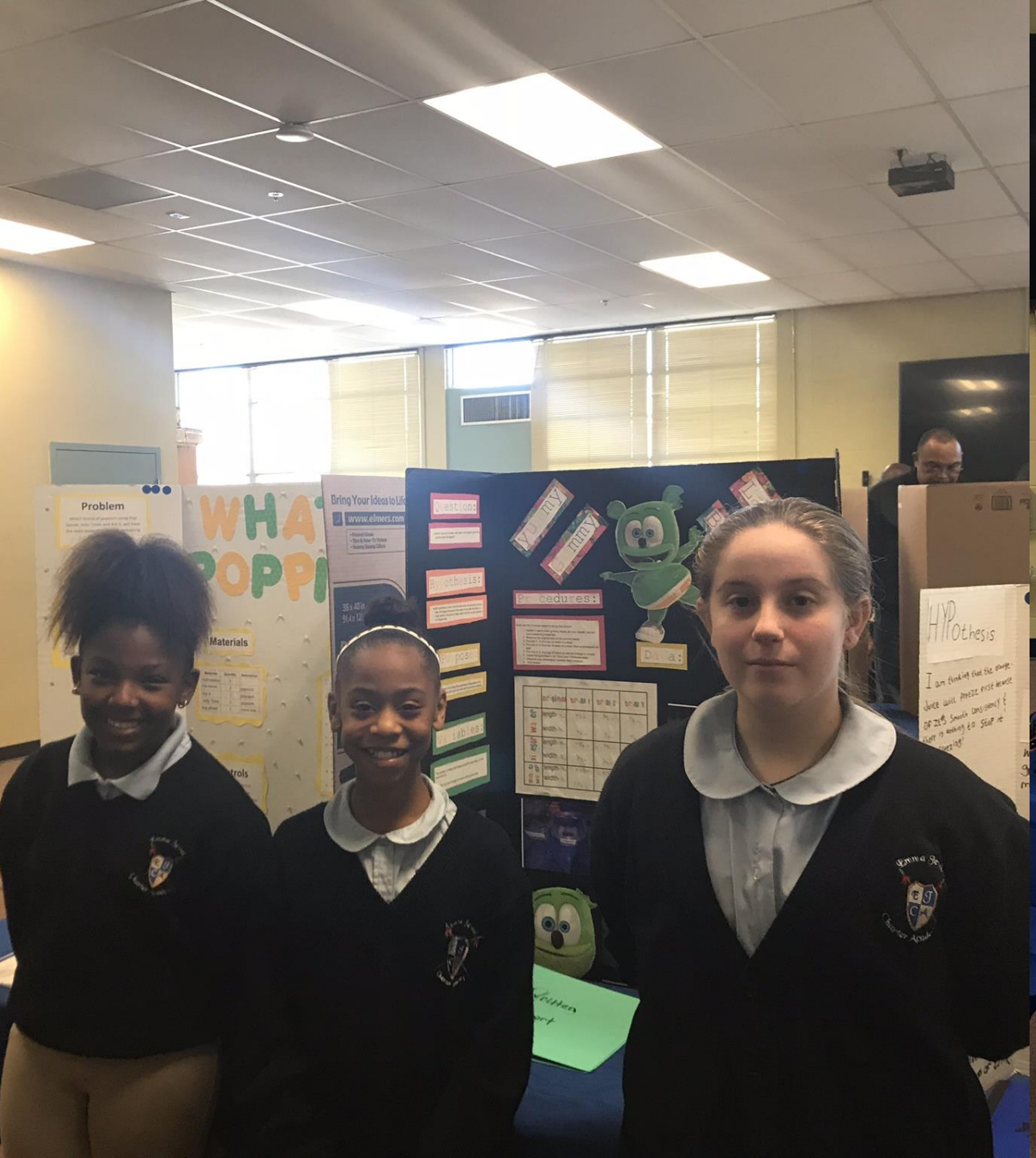
Carie Shealy, City Clerk
(Transcribed by Monica Arsenault, Assistant City Clerk)

EXHIBIT A: Slideshow presentation provided by Councilmember Goins




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Question
VISITOR
01/18/19 8:37 AM
James Goins
Classroom
Emma Jewel Charter Academy


VISITOR
01/18/19 8:37 AM
James Goins
Classroom
Emma Jewel Charter Academy


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Bring Your Ideas to Life
www.elmers.com
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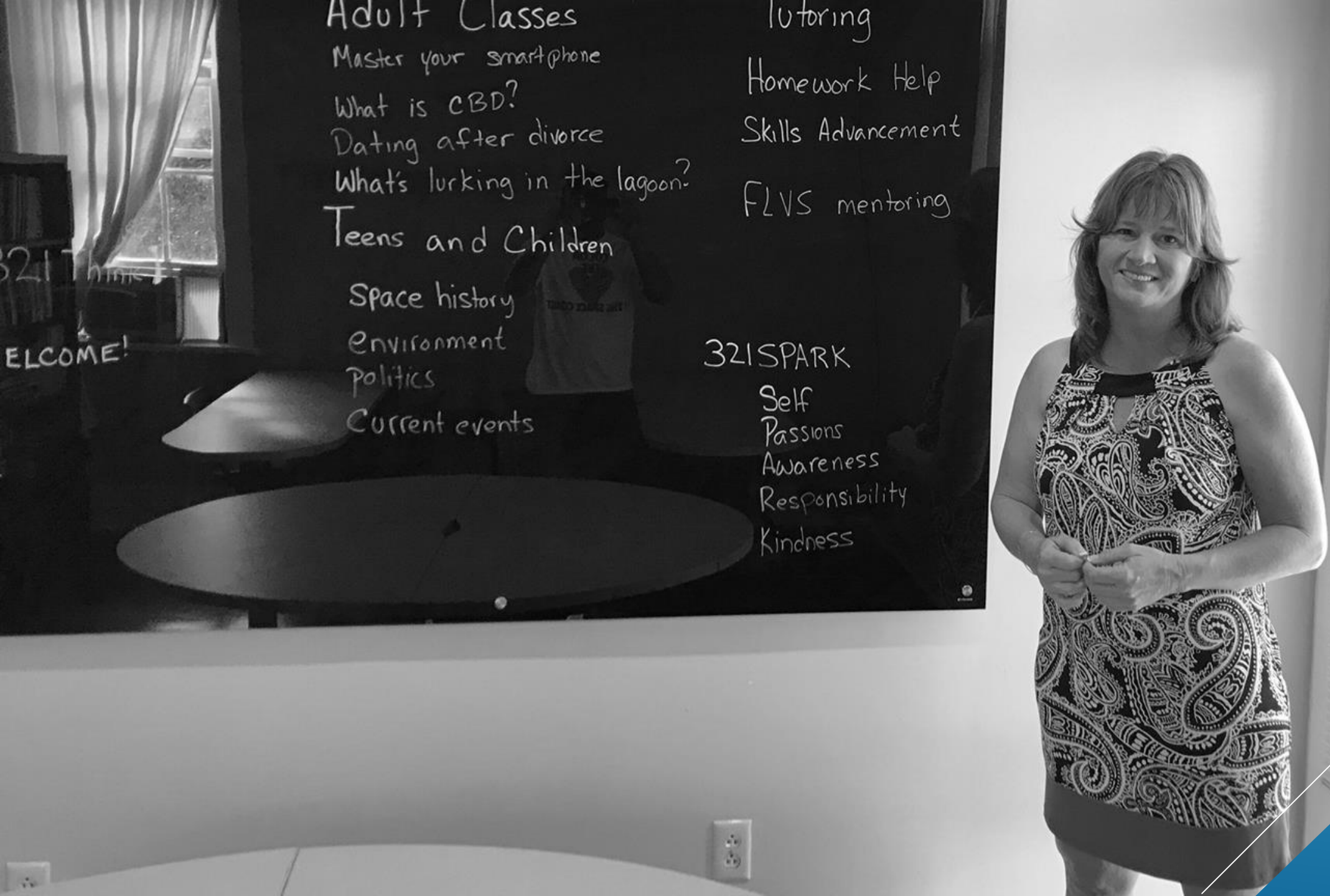

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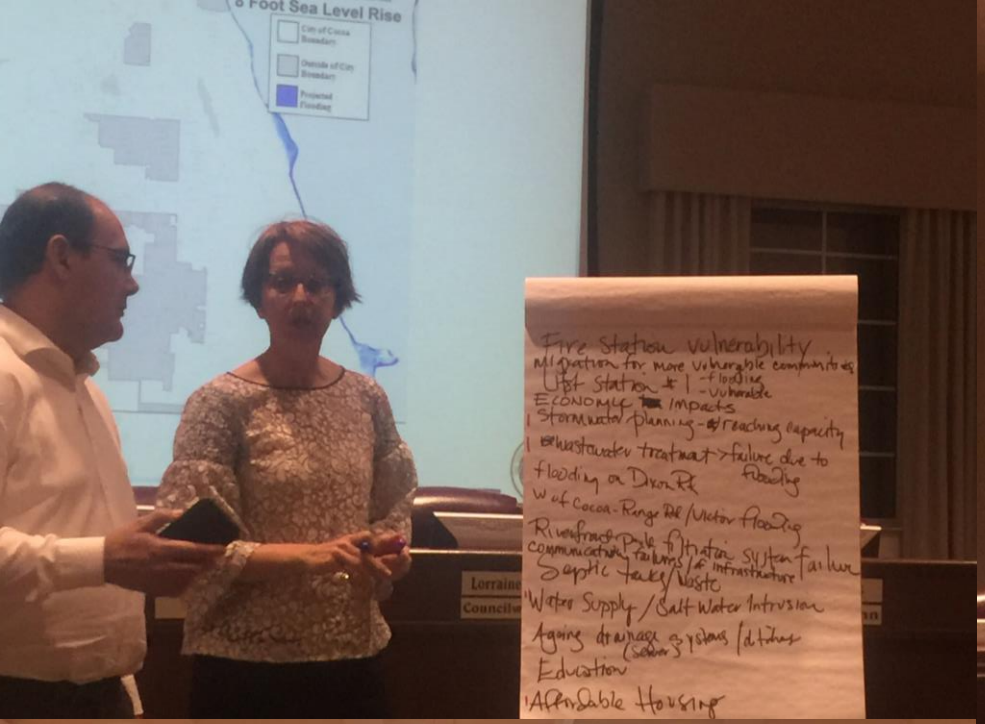


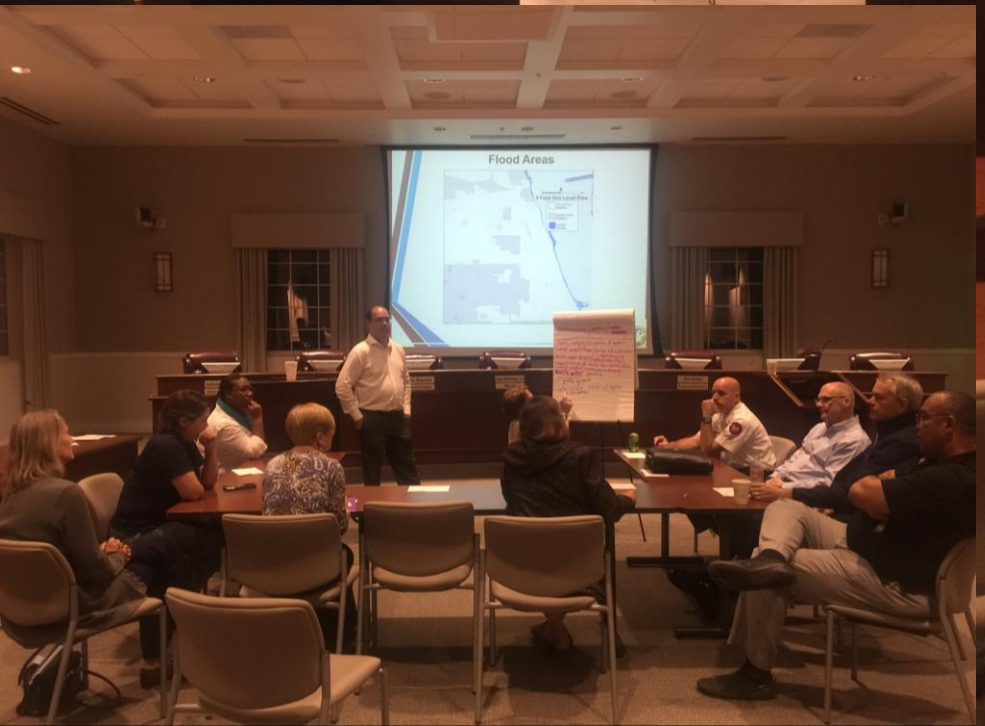

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Adult Classes
Master your smartphone
What is CBD?
Dating after divorce
What's lurking in the lagoon?
Teens and Children
Space history
environment
Politics
Current events
Tutoring
Homework Help
Skills Advancement
FLVS mentoring
321SPARK
Self
Passions
Awareness
Responsibility
Kindness






8 Foot Sea Level Rise
Fire Station Vulnerability
Migration for more vulnerable communities
Lift Station # 1 - flooding
- Vulnerable
ECONOMIC Impacts
Stormwater planning - reaching capacity
Wastewater treatment > failure due to flooding
flooding on Dixon Rd
W of Cocoa - Range Rd / water flooding
Riverfront Park filtration system failure
communication towers / infrastructure
Septic tanks / waste
Water Supply / Salt Water Intrusion
Aging drainage systems / ditches
Education
Affordable Housing


Flood Areas


Flood Areas
8 Foot Sea Level Rise
Don Boisvert
Councilman
Alex Goins
Councilman




EXIT






COCOA
e to the dogs




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E N D E A V O U R
EXCELLENCE IS THE ONLY OPTION




Habitat for Humanity of Brevard County
Veteran Build
Future Home of the Griggs Family
Funding Sponsors
Guy & Delores Spearman
LEONARDO DRS
DIAMOND SQUARE
REDEVELOPMENT AGENCY
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Whirlpool
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Yale Locks


Habitat for Humanity of Brevard County
Veteran Build
Future Home of the Griggs Family
Funding Sponsors
Guy & Delores Spearman

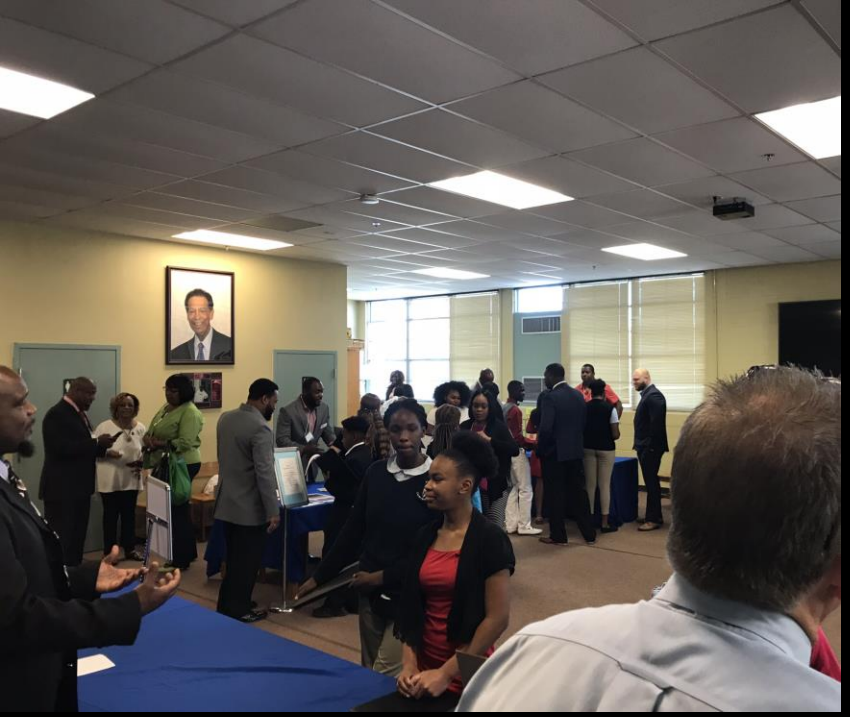

we pray






EXIT
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COCOA
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SHERIFF


POLICE


ABC
Landclearing
& Develop


Monroe High School
1948-1968
Boys 1966 State Basketball Champions
Team Members:
Go Wildcats!
Monroe High School
1948-1968
Boys 1965 State Basketball Champions
Team Members:
EXIT


ABC
Landclearing
& Develop


EXIT
RESTROOM


UNITED WE WIN






Pro Street
KOMPRESSOR






Ambassador of the Month
Jay Phillips
AMBASSADOR OF THE YEAR
MENTOR
Ronald McDonald House
ORLANDO


EXIT








HOME RULE


Hello
Alex
Goins






Brevard Schools
NDATION
YOUNG MINDS



COCOA
FLORIDA



Five guys or gals on the court working together can achieve more than five talented individuals who come and go as individuals.

Kareem Abdul-Jabbar

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	19-170	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/12/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Presentation of Certificate of Completion to Deputy Mayor Warner for the IEMO III: The Leadership Challenge, through Florida League of Cities, March 1-2, 2019. (Mayor Williams)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	IEMO III Certificate and Letter.pdf				

Date	Ver.	Action By	Action	Result

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125 East Colonial Drive • P.O. Box 538135 • Orlando, FL 32853-8135 • (407) 425-9142 • Fax (407) 425-9378 • www.floridaleagueofcities.com

April 3, 2019

Clerk
City of Cocoa
65 Stone St
Cocoa, FL 32922

Greetings from the Florida League of Cities University:

Enclosed is one or more Certificate(s) of Completion to be awarded to the elected official(s) of the City of Cocoa for completion of the 2019 Institute for Elected Municipal Officials III: The Leadership Challenge (IEMO III) held March 1-2 in Tampa, Florida.

We ask that the certificate(s) and letters from Lynn Tipton be presented as an agenda item for your next council meeting and be formally recorded in the minutes. We believe the importance of completing the Institute for Elected Municipal Officials III should be known to key officials and your community.

Thank you so much for your cooperation on this. If you have any questions, please don't hesitate to call me at (407) 367-4024.

Sincerely,

Shwanda T. Barnette
FLC University
Florida League of Cities

Enclosure

President **Leo E. Longworth,** Mayor, Bartow
First Vice President **Isaac Salver,** Councilman, Bay Harbor Islands • Second Vice President **Tony Ortiz,** Commissioner,Orlando
Executive Director **Michael Sittig** • General Counsel **Kraig Conn**

FLORIDA LEAGUE OF CITIES, INC.
125 East Colonial Drive • P.O. Box 538135 • Orlando, FL 32853-8135 • (407) 425-9142 • Fax (407) 425-9378 • www.floridaleagueofcities.com

April 3, 2019

The Honorable Brenda Warner
Councilwoman
65 Stone Street
Cocoa, FL 32922

Dear Brenda Warner:

On behalf of the FLC University, I am pleased to award this certificate to you for the completion of the IEMO III: The Leadership Challenge held March 1-2, 2019, in Tampa, Florida.

We hope that you found the program challenging and worthwhile. We encourage you to take advantage of other training opportunities through FLCU – and hope you will let us know if we can customize a class for your city.

We strongly believe that your attendance at the IEMO III is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

You are now eligible for IEMO IV, which builds on your personal leadership skills. We are waiting to learn the date for the 2018 IEMO IV Class. It will run at the conclusion of the Legislative Conference in the fall. We will send this information to you via email, once it is known.

Thank you for your continuing dedication to your city, to public service, and to the future of Florida. We hope to see you at future FLC and FLC University events.

Sincerely,

Lynn S. Tipton

Lynn S. Tipton
Director, Florida League of Cities University
Enclosure

President **Leo E. Longworth,** Mayor, Bartow
First Vice President **Isaac Salver,** Councilman, Bay Harbor Islands • Second Vice President **Tony Ortiz,** Commissioner,Orlando
Executive Director **Michael Sittig** • General Counsel **Kraig Conn**

IEMO III:
THE LEADERSHIP CHALLENGE

Certificate of Completion

March 1 - 2, 2019, Holiday Inn Tampa Westshore

Awarded to

Councilwoman Brenda Warner

City of Cocoa

Sponsored by

Executive Director
Florida League of Cities

Legislation Details (With Text)

File #:	19-228	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/8/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Proclamation: Proclaiming May 18-25, 2019 as "National Safe Boating Week". (Mayor Williams)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Safe Boating Week.pdf				

Date	Ver.	Action By	Action	Result

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CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *as the recreational boating season approaches its maximum activity and Florida leads the nation in registered vessels with approximately 1 million, and with over 22 million boaters using and enjoying Florida's beautiful waterways annually;*

WHEREAS, *Approximately 650 boaters die each year and Florida leads the nation in the annual number of boating accidents and deaths, with the leading cause of death, 84.5% being drowning even with "strong swimmers" and with 70% of the operators involved in accidents having no formal boater education; and*

WHEREAS, *The National Safe Boating Council and the US Coast Guard Auxiliary is kicking off its 2019 Wear It! Safe Boating Campaign to educate the boating community about wearing life jackets, taking the About Safe Boating Course, having their boats receive a Safety Examination for the required equipment and promoting other safe boating practices; and*

WHEREAS, *Brevard County has a multitude of organizations involved in helping to educate the public, including the U.S. Coast Guard & the Coast Guard Auxiliary, the Florida Fish and Wildlife Conservation Commission, the United States Sail & Power Squadrons, and the Brevard County Sheriff's Office Agriculture and Marine Unit who all emphasize getting a Vessel Safety Check, displaying the Safety Seal, always wearing a life jacket, and attending the classroom version of About Boating Safely to attain their Florida Boating License; and*

WHEREAS, *those who have taken the classroom version of About Boating Safely given by the USCG Auxiliary or the US Power Squadrons, has less than 1.9 % fatality rate, and*

WHEREAS, *these organizations offer educational opportunities to the public, not only during Safe Boating Week, but throughout the year, using methods including, but not limited to, vessel inspections, safe boating classes, hands on training, knot tying, GPS classes, flare use, boating guide pamphlets, fire extinguisher seminars, educational exhibits at marina openings and boating shows, classroom presentations, and in-the-water life jacket demonstrations.*

NOW, THEREFORE, *I, Mayor Jake Williams, Jr., on behalf of the City Council of the City of Cocoa, Florida, do hereby support the goals of the National Safe Boating Council and proclaim May 18-25, 2019 as:*

"National Safe Boating Week"

And urge all those who boat to wear their life jacket, learn more about safe boating practices, and always act responsibly while on or near the water, and take a safe boating class from the US Coast Guard Auxiliary.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 22nd day of May, 2019.

Mayor

ATTEST:

City Clerk

65 Stone Street
Cocoa, FL 32922

City of Cocoa

Legislation Details (With Text)

File #:	19-229	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/8/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Proclamation: Proclaiming the first Friday in June (June 7, 2019) as: "National Gun Violence Awareness Day." (Mayor Williams)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Gun Violence Awareness Day.pdf				

Date	Ver.	Action By	Action	Result

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CITY OF COCOA FLORIDA

PROCLAMATION

***WHEREAS**, every day, 100 Americans are killed by gun violence and on average there are nearly 13,000 gun homicides every year; and*

***WHEREAS**, Americans are 25 times more likely to be killed with guns than people in other high-income countries; and*

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

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

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

***WHEREAS**, in January 2013, Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and was tragically shot and killed just weeks later, should be now celebrating her 22nd birthday; and*

***WHEREAS**, to help honor Hadiya – and the 100 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 7, 2019, the first Friday in June, as the 5th National Gun Violence Awareness Day; and*

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

***WHEREAS**, anyone can join this campaign by pledging to Wear Orange on June 7th, the first Friday in June in 2019, to help raise awareness about gun violence; and*

***WHEREAS**, by wearing orange on June 7, 2019 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and*

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

***NOW, THEREFORE,** I, Mayor Jake Williams, Jr., on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the first Friday in June, June 7, 2019 as:*

" National Gun Violence Awareness Day"

and encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value all human lives.

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 22nd day of May, 2019.

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	19-233	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/9/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Update on Port Canaveral provided by Port Commissioner Wayne Justice. (Councilmember Koss)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	19-251	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/17/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Recognition of the Cocoa High School Girls Track Team. (Councilmember Goins)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	19-208	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	5/1/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Approve Change Order #1 to FY2019 P.O. 74115 with Trane, Maitland, Florida, for the Replacement of a CHW Expansion Tank, CHW Air Separator and Air Vents for Two (2) Trane Chillers at the Dyal Water Treatment Plant; To Authorize the City Manager to Execute the Change Order; To Approve a Resolution Amending the FY2019 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Trane Chiller Change Order 1 (002) Resolution No. 2019-041.pdf BAF 19-081 -UT-Chiller (5-22-19) Agenda 19-208.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 1, 2019
Agenda Date: May 22, 2019
Prepared By: Shawn Weston, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Change Order #1 to FY2019 P.O. 74115 with Trane, Maitland, Florida, for the Replacement of a CHW Expansion Tank, CHW Air Separator and Air Vents for Two (2) Trane Chillers at the Dyal Water Treatment Plant; To Authorize the City Manager to Execute the Change Order; To Approve a Resolution Amending the FY2019 Budget

BACKGROUND:

On December 12, 2018, City council approved Agenda Item 18-578 to install two (2) new 100-ton Trane CGAM air cooled chillers in place of existing machines. No contingency was anticipated and subsequently a contingency was not requested or approved for this project at the time.

While the vendor was preparing the chillers for replacement it was determined the CHW Expansion Tank, a CHW Air Separator and High Capacity Air Vents needed to be replaced as well. This required equipment will cost an additional $21,846.

Staff is requesting City Council approve Change Order #1 to FY2019 P.O. 74115 in the amount of $21,846 for the purchase and installation of a CHW Expansion Tank, a CHW Air Separator and Air Vents.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Budget Transfer #2019-081

Amount Requested	$21,846
Account Number	421-4020-536.63-00, WS19CH
Account Name	Infrastructure
Source of Funds: ($20,504)	421-4020-536.63-00, WS18DW
	421-4020-536.46-02 ($1,342)
Change Order Amount	$21,846
Original Purchase Order	74115
Original P.O. Amount	$229,496
Total number of change orders to date	1
Total amount in change orders to date	$21,846

PREVIOUS ACTION:

On December 12, 2018, City Council approved a resolution waiving the competitive bidding process for the purchase of two replacement Chillers from Trane US Inc., Maitland, Florida, for the Dyal Water Treatment Plant and Approved a Resolution Amending the FY2019 Budget.

RECOMMENDED MOTION:

To Approve Change Order #1 to FY2019 P.O. 74115 with Trane, Maitland, Florida, for the Replacement of a CHW Expansion Tank, CHW Air Separator and Air Vents for Two (2) Trane Chillers at the Dyal Water Treatment Plant; To Authorize the City Manager to Execute the Change Order; To Approve a Resolution Amending the FY2019 Budget.

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Trane
2880 Corporate Way
Miramar, FL 33025

Request for Change Order #1

Date: April 11, 2019

Project: Dyal Water Treatment Plant
28400 FL-520
Christmas, FL 32709

Project ID#: PID: 74924 / H304899
Customer PO#: 74115 Dated 1/17/2019

Re: CHW Expansion Tank
CHW Air Separator
Air Vents

Description of additional work, equipment and materials:

Scope of Work- Provide supervision, materials and labor to install the following:

CHW Expansion Tank

- Provide labor and materials to remove and replace the existing expansion tank.
- Provide and install a new bladder style expansion tank to match the existing tanks capacity.
- Provide labor and materials to pipe new tank back to the existing system. This includes all necessary pipe, valves and fittings to reconnect tank.
- Provide labor and materials to pressure test new piping.
- Provide labor and materials to insulate new piping connections. New insulation to match existing size and finishes. New tank is not insulated, and is not necessary with the bladder style tank.
- Provide clean up and materials and debris removal from site.

CHW Air Separator

- Provide labor and materials to remove and replace the existing air separator.
- Provide and install a new air separator to match the existing.
- Provide labor and materials to pipe new air separator back to the existing system. This includes all necessary pipe, valves and fittings to reconnect tank.
- Provide labor and materials to reconnect the make-up water to the new air separator.
- Provide labor and materials to pressure test new piping.
- Provide labor and materials to insulate new piping connections. New insulation to match existing size and finishes.
- Provide clean up and materials and debris removal from site.

High Capacity Air Vents

- Provide labor and materials to remove and replace (9) existing high capacity air vents.
- Provide labor and materials to remove the existing vents and install new brass nipples and ball valves for each of the nine locations. This will allow for the normal removal/replacement/service of these in the future with the new isolation valves at each location. The brass nipples will reduce corrosion in the future.
- Provide labor and materials to replace all (9) air vents with new.

- Provide labor and materials to patch any insulate disturbed by vent replacement. New insulation to match existing size and finishes.
- Provide clean up and materials and debris removal from site.

Original Contract Terms and Conditions Apply.

➢ **TOTAL NET INCREASE FROM THIS CHANGE ORDER:** **$21,846.00**

Original Contract Amount:……..	$229,496.00
Net Change from Previous Change Orders:……..	$0.00
Total Increase from This Change Order:……	$21,846.00
Current Revised Contract Amount:……	$251,342.00

Accepted By:

Dyal Water Treatment Plant:	Trane, Inc.:
Signature:_____	Signature:_____
Print Name/Title:_____	Print Name/Title:_____
Date:_____	Date:_____

RESOLUTION NO. 2019-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22nd day of May, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 81

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: 4020 DATE PREPARED: 04/19/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 20,504)	421-4020-536.63-00	WS18DW	Infrastructure	$ 2,106,413	$ 2,199,148	$ 2,178,644	$ 662,374
($ 1,342)	421-4020-536.46-02		Repair/Maint. Building	$ 370,500	$ 370,500	$ 369,158	$ 344,287
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 21,846)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 21,846	421-4020-536.63-00	WS19CH	Infrastructure	$ 2,106,413	$ 2,178,644	$ 2,200,490	$ 684,220
$ 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
$ 21,846	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Agenda Item 19-208, Council date 5/22/2019. The Dyal WTP was approved to purchase (2) 100 ton HVAC Chillers. (PO 74115) In preparation for the install, Trane discovered that we need to replace the Expansion Tank, Air Separator, and 9 Air vents. Staff requests the transfer of funds to this project.

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/22/19 RESOLUTION #: 2019-041

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/19/19	Shawn Weston Digitally signed by Shawn Weston Date: 2019.04.19 10:46:41 -04'00'	4/29/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.04.29 09:10:12 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/19/19	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2019.04.19 10:58:42 -04'00'	5/8/19	Lora Howell Digitally signed by Lora Howell Date: 2019.05.08 09:17:51 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	19-209	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	5/1/2019		**In control:**	City Council	
On agenda:	5/22/2019		**Final action:**		
Title:	Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89, Effective August 8, 2017 through August 7, 2020; To Authorize a Budgeted Expenditure for these Services not to Exceed $90,200. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Clermont Contract Pricing.pdf City of Clermont Danus Agreement No. 2017-89.pdf Danus Quote No. 040319-4R LS 2.pdf Danus Quote No. 043019-1R LS 17.pdf Danus Quote No. 043019-2R LS 48.pdf Danus Quote No. 043019-3R LS 45.pdf RE Authorization for City of Cocoa.msg				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 1, 2019
Agenda Date: May 22, 2019
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89, Effective August 8, 2017 through August 7, 2020; To Authorize a Budgeted Expenditure for these Services not to Exceed $90,200

BACKGROUND:

During a recent internal survey of lift station infrastructure, the Sewer Field Operations (SFO) staff identified several mechanical deficiencies to lift stations 2, 17, 45 and 48. At this time, the deficiencies noted do not adversely affect lift station functionality, but contractor repairs are required to ensure the continued efficient and safe operation of these lift station assets. Operating funds available in the Sewer Field Operations Repair and Maintenance account will be used to fund the necessary repairs.

We are requesting the use of the City of Clermont Contract No. 2017-89 for Lift Station Rehabilitation

Services. This contract has been reviewed by the City and has been determined to be applicable to the services required by Sewer Field Operations.

Staff recommends approval of the City of Clermont contract with Danus Utilities, Inc. to perform Lift Station Rehabilitation Services, and to authorize a budgeted expenditure for these services not to exceed $90,200.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$90,200
Account Number	421-4125-536.46-00, WS1409
Account Name	Repairs and Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On July 26, 2016, City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Sanitary Sewer Manhole and Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2011-40, Effective July 11, 2016 through July 11, 2017.

On April 11, 2017, City Council Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2011-40, Effective July 11, 2016 through July 11, 2017.

On March 13, 2018 City Council Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89, Effective August 8, 2017 through August 7, 2020.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89, Effective August 8, 2017 through August 7, 2020; To Authorize a Budgeted Expenditure for these Services not to Exceed $90,200.

EXHIBIT A

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
9	Lift Station Surface Rehabilitation by Cementitious Lining.	100 / S.F.	$25.00	$2,500.00
10.a	Bypass 8 in. Sewer Setup	9 / Each	$750.00	$6,750.00
10.b	Bypass 10 in. to 12 in. Sewer Setup	4 / Each	$900.00	$3,600.00
10.c	Bypass 15 in. to 18 in. Sewer Setup	4 / Each	$1,000.00	$4,000.00

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
10.d	Sewer Bypass 4 in. Pump	25 / per day	$600.00	$15,000.00
10.e	Sewer Bypass 6 in. Pump	10 / Per Day	$650.00	$6,500.00
10.f	Sewer Bypass 8 in. Pump	10 / Per Day	$900.00	$9,000.00
11.a	Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	10 / Each	$2,250.00	$22,500.00
11.b	Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	4 / Each	$3,300.00	$13,200.00
11.c	Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	4 / Each	$5,300.00	$21,200.00
12.a	Re-Construct Lift Station Fillet – 6 ft. Diameter	5 / Each	$500.00	$2,500.00
12.b	Re-Construct Lift Station Fillet – 8 ft. Diameter	2 / Each	$600.00	$1,200.00
12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	2 / Each	$700.00	$1,400.00
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	2 / Each	$800.00	$1,600.00
13	Removal of Existing Coating	200 / S.F.	$7,50	$1,500.00
14.a	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4 in. (price per each riser)	10 / Each	$6,100.00	$61,000.00
14.b.	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6 in. (price per each riser)	4 / Each	$8,300.00	$,33,200.00
14.c	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8 in. (price per each riser)	4 / Each	$14,000.00	$56,000.000
14.d	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 10 in. (price per each riser)	4 / Each	$18,000.00	$72,000.000

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
14.e	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 12 in. (price per each riser)	4 / Each	$21,800.00	$87,200.00
15.a	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate	5 / Each	$4,600.00	$23,000.00
15.b	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate	2 / Each	$4,900.00	$9,800.00
16.a	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch	5 / Each	$6,600.00	$33,000.00
16.b	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch	2 / Each	$6,900.00	$13,800.00
17.a	Temporary Bypass Riser – 4 in.	5 / Each	$1,000.00	$5,000.00
17.b	Temporary Bypass Riser – 6 in.	2 / Each	$1,200.00	$2,400.00
17.c	Temporary Bypass Riser – 8 in.	2 / Each	$1,400.00	$2,800.00
18.a	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	10 / Each	$1,750.00	$17,500.00
18.b	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5 / Each	$2,075.00	10,375.00
19.a	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	5 / Each	$2,760.00	$13,800.00
19.b	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5 / Each	$3,320.00	$16,600.00
20	Furnish and Install 3 in. Drain	5 / Each	$400.00	$2,000.00
21	Furnish and Install SCH-80 PVC Vent – 4 in.	5 / Each	$350.00	$1,750.00
22.a	Drain and Clean Wet Well – 6 ft.	5 / Each	$800.00	$4,000.00
22.b	Drain and Clean Wet Well – 8 ft.	2 / Each	$1,000.00	$2,000.00
22.c	Drain and Clean Wet Well – 10 ft.	3 / Each	$1,200.00	$3,600.00
22.d	Drain and Clean Wet Well – 12 ft.	3 / Each	$1,400.00	$4,200.00

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
23.a	Connect Lift Station Piping to Existing Force Main – 4 in.	5 / Each	$1,000.00	$5,000.00
23.b	Connect Lift Station Piping to Existing Force Main – 6 in.	2 / Each	$1,100.00	$2,200.00
23.c	Connect Lift Station Piping to Existing Force Main – 8 in.	2 / Each	$1,200.00	$2,400.00
23.d	Connect Lift Station Piping to Existing Force Main – 10 in.	2 / Each	$1,350.00	$2,700.00
23.e	Connect Lift Station Piping to Existing Force Main – 12 in.	2 / Each	$1,575.00	$3,150.00
24.a	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original base bid price)	2 / Each	$7,000.00	$14,000.00
24.b	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 6 in. (This price will be either added if more or subtracted if less from original base bid price)	3 / Each	$9,000.00	$27,000.00
24.c	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 8 in. (This price will be either added if more or subtracted if less from original base bid price)	3 / Each	$14,000.00	$42,000.00
24.d	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 10 in. (This price will be either added if more or subtracted if less from original base bid price)	3 / Each	$18,000.00	$54,000.00
24.e	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 12 in. (This price will be either added if more or subtracted if less from original base bid price)	3/ Each	$21,800.00	$65,400.00
25.a	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 6 in.	1/Each	$8,300.00	$8,300.00

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
25.b	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 in.	1/Each	$11,200.00	$11,200.00
25.c	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 10 in.	1/Each	$14,250.00	$14,250.00
25.d	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 12 in.	1/Each	$21,250.00	$21,250.00
26.a	2-in. Line Stop	1/Each	$3,250.00	$3,250.00
26.b	4-in. Line Stop	1/Each	$4,000.00	$4,000.00
26.c	6-in. Line Stop	1/Each	$4,250.00	$4,250.00
26.d	8-in. Line Stop	1/Each	$5,000.00	$5,000.00
26.e	10-in. Line Stop	1/Each	$6,750.00	$6,750.00
26.f	12-in. Line Stop	1/Each	$7,250.00	$7,250.00
26.g	14-in. Line Stop	1/Each	$8,500.00	$8,500.00
26.h	16-in. Line Stop	1/Each	$9,500.00	$9,500.00
			Total Amount	**$908,825.00**

REVISED SECTION – C
PRICE SCHEDULE

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	Danus Utilities, Inc.
Street Address:	3725 Delphini Park Lane, Sanford, FL 32771
Mailing Address (if different):	4133 Saddle Club Dr, New Smyrna Beach, FL 32168
Telephone:	386-233-5588 Fax: 407-878-1254
Email:	Danus Utilities, Inc. Payment Terms: ____ % ____ days, net ____
FEIN:	27 - 0404772 Professional. License No.: CUC1224744
Signature:	Date: 7/13/2017
Print Name:	Dan J Pardus Title: President
Does the respondent accept payment using the City's MASTERCARD?	☐ Yes ☒ No

END OF SECTION – C

AGREEMENT FOR
LIFTSTATION REHABILITATION SERVICES

THIS AGREEMENT, is made and entered into this 8th day of August 2017, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY"), and DANUS UTILITIES, INC., whose address is: 4133 Saddle Club Dr., New Smyrna Beach, FL, 32168 (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City of Clermont issue RFB 17-040 titled Sanitary Sewer Manhole and Lift Station Rehabilitation;

WHEREAS, CONTRACTOR submitted its response dated July 13, 2017 to RFB 17-040;

WHEREAS, CITY desires to award a contract to CONTRACTOR in accordance with the terms and conditions of RFB 17-040 and CONTRACTOR's response thereto;

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

ARTICLE I – SCOPE OF WORK

The CONTRACTOR shall furnish labor, materials, equipment, machinery, tools, apparatus and transportation and perform all of the work for liftstation rehabilitation services as set forth in Exhibit "B", Statement of Work, described in CITY's RFB 17-040 and CONTRACTOR's July 13, 2017 response thereto, which are expressly incorporated herein and made a part of the Agreement Documents hereto and shall do everything required by this Agreement and the Agreement Documents. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR.

ARTICLE II – THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in the Agreement Documents and the Unit Price Schedule an amount in accordance with the compensation schedule set forth in Exhibit "A", attached hereto and incorporated herein.

ARTICLE III – TERM AND TERMINATION

1. This Agreement is to become effective upon execution by both parties, and shall remain in effect for a period of three (3) years thereafter, unless terminated or renewed as provided for herein.

2. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONTRACTOR, terminate this Agreement if: a) without cause and for convenience upon thirty (30) days written notice to

CONTRACTOR b) CONTRACTOR is adjudged to be bankrupt; c) CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions of provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

3. Upon mutual Agreement of the parties, this Agreement may be renewed for three (3) additional one (1) year terms. Sixty (60) days prior to completion of each extended term of this Agreement, CONTRACTOR may request and the City may consider an adjustment to price based on changes in the Producer Price Index (PPI).

ARTICLE IV – COMMENCEMENT AND COMPLETION OF WORK

CITY shall authorize services to be provided hereunder by issuing a purchase order to CONTRACTOR. Prior to the issuance of a purchase order, CITY shall notify CONTRACTOR and CONTRACTOR shall, at its expense, within twenty-four 24 business hours of such notification pick-up the subject tires.

ARTICLE V – PAYMENTS

In accordance with the provisions fully set forth in the Contract Documents, CONTRACTOR shall submit an invoice to CITY upon completion of the services and delivery of the vehicle to CITY as set forth in the applicable purchase order. CITY shall make payment to the CONTRACTOR for all accepted and undisputed services provided, within thirty (30) calendar days of receipt of the invoice.

ARTICLE VI – DISPUTE RESOLUTION - MEDIATION

1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.

2. The CITY and CONTRACTOR shall endeavor to resolve claims, disputes and other matters in question between them by mediation.

3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

ARTICLE VII – INSURANCE AND INDEMNIFICATION RIDER

1. Worker's Compensation Insurance - The CONTRACTOR shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

2. CONTRACTOR's Public Liability and Property Damage Insurance - The Contactor shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be minimum limits as follows:

(a) CONTRACTOR's Comprehensive General, $1,000,000 Each
($2,000,000 aggregate)
Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit
(b) Automobile Liability Coverages, $1,000,000 Each
Bodily Injury & Property Damage Occurrence,
Combined Single Limit

3. Indemnification Rider

(a) To cover to the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

(b) In any and all claims against the CITY or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(c) The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the CITY for the indemnification provided herein.

ARTICLE VIII – NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

CONTRACTOR: Danus Utilities, Inc.
4133 Saddle Club Dr.
Sanford, FL 32771
Attn: Dan J. Pardus, President

CITY: City of Clermont
Attn: Darren Gray, City Manager
685 W. Montrose Street
Clermont, FL 34711

ARTICLE IX – MISCELLANEOUS

1. Attorneys' Fees. In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

2. Waiver. The waiver by city of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

3. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this

Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

4. Amendment. Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

5. Entire Agreement. This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous Agreements between the parties with respect to the performance of services by CONTRACTOR.

6. Assignment. Except in the event of merger, consolidation, or other change of control pursuant to the sale of all or substantially all of either party's assets, this Agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of city.

7. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

8. Applicable Law. This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

9. Public Records. Contractor expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

   (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

   (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

   (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

   (d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. CONTRACTOR shall use reasonable efforts to provide all

records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, (352) 241-7331.

ARTICLE X – AGREEMENT DOCUMENTS

The Agreement Documents, as listed below are herein made fully a part of this Agreement as if herein repeated.

Document Precedence:

1. This Agreement

2. Purchase Order

3. All documents contained in City of Clermont RFB 17-040 and any amendments thereto.

4. CONTRACTOR's July 13, 2017 response to RFB 17-040.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8th day of August, 2017.

City of Clermont

Gail L. Ash

Gail L. Ash, Mayor

Attest:

Tracy Ackroyd Howe, City Clerk

DANUS UTILITIES, INC.

By: _____
(Signature)

Dane J Pardus / President
(Name & Title Printed or Typed)

Attest: _____
Corporate Secretary

Alice Pardus
(Name Printed or Typed)

EXHIBIT A

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
9	Lift Station Surface Rehabilitation by Cementitious Lining.	100 / S.F.	$25.00	$2,500.00
10.a	Bypass 8 in. Sewer Setup	9 / Each	$750.00	$6,750.00
10.b	Bypass 10 in. to 12 in. Sewer Setup	4 / Each	$900.00	$3,600.00
10.c	Bypass 15 in. to 18 in. Sewer Setup	4 / Each	$1,000.00	$4,000.00

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
10.d	Sewer Bypass 4 in. Pump	25 / per day	$600.00	$15,000.00
10.e	Sewer Bypass 6 in. Pump	10 / Per Day	$650.00	$6,500.00
10.f	Sewer Bypass 8 in. Pump	10 / Per Day	$900.00	$9,000.00
11.a	Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	10 / Each	$2,250.00	$22,500.00
11.b	Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	4 / Each	$3,300.00	$13,200.00
11.c	Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	4 / Each	$5,300.00	$21,200.00
12.a	Re-Construct Lift Station Fillet – 6 ft. Diameter	5 / Each	$500.00	$2,500.00
12.b	Re-Construct Lift Station Fillet – 8 ft. Diameter	2 / Each	$600.00	$1,200.00
12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	2 / Each	$700.00	$1,400.00
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	2 / Each	$800.00	$1,600.00
13	Removal of Existing Coating	200 / S.F.	$7,50	$1,500.00
14.a	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4 in. (price per each riser)	10 / Each	$6,100.00	$61,000.00
14.b.	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6 in. (price per each riser)	4 / Each	$8,300.00	$,33,200.00
14.c	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8 in. (price per each riser)	4 / Each	$14,000.00	$56,000.000
14.d	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 10 in. (price per each riser)	4 / Each	$18,000.00	$72,000.000

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
14.e	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 12 in. (price per each riser)	4 / Each	$21,800.00	$87,200.00
15.a	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate	5 / Each	$4,600.00	$23,000.00
15.b	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate	2 / Each	$4,900.00	$9,800.00
16.a	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch	5 / Each	$6,600.00	$33,000.00
16.b	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch	2 / Each	$6,900.00	$13,800.00
17.a	Temporary Bypass Riser – 4 in.	5 / Each	$1,000.00	$5,000.00
17.b	Temporary Bypass Riser – 6 in.	2 / Each	$1,200.00	$2,400.00
17.c	Temporary Bypass Riser – 8 in.	2 / Each	$1,400.00	$2,800.00
18.a	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	10 / Each	$1,750.00	$17,500.00
18.b	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5 / Each	$2,075.00	10,375.00
19.a	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	5 / Each	$2,760.00	$13,800.00
19.b	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5 / Each	$3,320.00	$16,600.00
20	Furnish and Install 3 in. Drain	5 / Each	$400.00	$2,000.00
21	Furnish and Install SCH-80 PVC Vent – 4 in.	5 / Each	$350.00	$1,750.00
22.a	Drain and Clean Wet Well – 6 ft.	5 / Each	$800.00	$4,000.00
22.b	Drain and Clean Wet Well – 8 ft.	2 / Each	$1,000.00	$2,000.00
22.c	Drain and Clean Wet Well – 10 ft.	3 / Each	$1,200.00	$3,600.00
22.d	Drain and Clean Wet Well – 12 ft.	3 / Each	$1,400.00	$4,200.00

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
23.a	Connect Lift Station Piping to Existing Force Main – 4 in.	5 / Each	$1,000.00	$5,000.00
23.b	Connect Lift Station Piping to Existing Force Main – 6 in.	2 / Each	$1,100.00	$2,200.00
23.c	Connect Lift Station Piping to Existing Force Main – 8 in.	2 / Each	$1,200.00	$2,400.00
23.d	Connect Lift Station Piping to Existing Force Main – 10 in.	2 / Each	$1,350.00	$2,700.00
23.e	Connect Lift Station Piping to Existing Force Main – 12 in.	2 / Each	$1,575.00	$3,150.00
24.a	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original base bid price)	2 / Each	$7,000.00	$14,000.00
24.b	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 6 in. (This price will be either added if more or subtracted if less from original base bid price)	3 / Each	$9,000.00	$27,000.00
24.c	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 8 in. (This price will be either added if more or subtracted if less from original base bid price)	3 / Each	$14,000.00	$42,000.00
24.d	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 10 in. (This price will be either added if more or subtracted if less from original base bid price)	3 / Each	$18,000.00	$54,000.00
24.e	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 12 in. (This price will be either added if more or subtracted if less from original base bid price)	3/ Each	$21,800.00	$65,400.00
25.a	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 6 in.	1/Each	$8,300.00	$8,300.00

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
25.b	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 in.	1/Each	$11,200.00	$11,200.00
25.c	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 10 in.	1/Each	$14,250.00	$14,250.00
25.d	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 12 in.	1/Each	$21,250.00	$21,250.00
26.a	2-in. Line Stop	1/Each	$3,250.00	$3,250.00
26.b	4-in. Line Stop	1/Each	$4,000.00	$4,000.00
26.c	6-in. Line Stop	1/Each	$4,250.00	$4,250.00
26.d	8-in. Line Stop	1/Each	$5,000.00	$5,000.00
26.e	10-in. Line Stop	1/Each	$6,750.00	$6,750.00
26.f	12-in. Line Stop	1/Each	$7,250.00	$7,250.00
26.g	14-in. Line Stop	1/Each	$8,500.00	$8,500.00
26.h	16-in. Line Stop	1/Each	$9,500.00	$9,500.00
			Total Amount	**$908,825.00**

REVISED SECTION – C
PRICE SCHEDULE

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	Danus Utilities, Inc.
Street Address:	3725 Delphini Park Lane, Sanford, FL 32771
Mailing Address (if different):	4133 Saddle Club Dr, New Smyrna Beach, FL 32168
Telephone:	386-233-5588 Fax: 407-878-1254
Email:	Danus Utilities, Inc. Payment Terms: ____ % ____ days, net ____
FEIN:	27 - 0404772 Professional. License No.: CUC1224744
Signature:	Date: 7/13/2017
Print Name:	Dan J Pardus Title: President
Does the respondent accept payment using the City's MASTERCARD?	☐ Yes ☒ No

END OF SECTION – C

PART 1: GENERAL

1.01 SUMMARY

A. These specifications shall govern all labor, material, equipment and appliances necessary for sanitary sewer manhole and lift station rehabilitation for the purpose of eliminating infiltration and inflow, providing corrosion protection, repair of cracks and voids and restoration of the structural integrity of the manhole/ lift stations as a result of the application of a monolithic fiber-reinforced structural/structurally enhanced pure calcium alimunate cementitious liner to the wall, ceiling and bench surfaces of concrete, brick or any other masonry construction material. Including lift station piping rehabilitation as detailed in specifications.

1.02 SUBMITTALS

A. Submit manufacturer's material data and application and installation instructions for all products used for approval prior to use.

B. Provide documentation that the proposed manhole/lift station rehabilitation process has a minimum three (3) year history/experience for reconstruction of sanitary sewer manholes and lift station on projects of similar size and scope (SEE PART 4, MINIMUM QUALIFICATIONS AND REQUIREMENTS).

1.03 QUALITY ASSURANCE

A. Use, mix, apply and cure all products in accordance with the manufacturer's recommendations and instructions.

B. Install all products in accordance with the manufacturer's recommendations and instructions.

PART 2: PRODUCTS

2.01 MATERIALS

A. Patching Mix:

1. A quick-setting, fiber-reinforced, calcium aluminate-based cementitious material for patching and filling voids and cracks.

B. Infiltration Control Mix:

1. A rapid-setting cementitious product specifically formulated for infiltration control.

C. Grouting Mix:

1. A rapid-setting cementitious grout specifically formulated for stopping very active infiltration and filling voids.
2. A rapid setting chemical grout specifically formulated for stopping very active infiltration.

D. Liner Mix:

1. A fiber-reinforced pure-fused calcium aluminate cement and calcium aluminate aggregate to be wet mixed and low pressured spray applied to form the structural/structurally enhanced monolithic cementitious liner covering all interior manhole surfaces. Liner material to be SewperCoat, Strong Seal, Parson CA Liner + Cement Plus, Maximum CA + Cement. No substitutions will be allowed.

2. Materials shall be pre-mixed and specially formulated to withstand H2S (hydrogen sulfide) bacterial corrosion and abrasion in sewer networks.

3. The products mentioned above must be accompanied by a certified letter from the manufacturer and a letter from the contractor for a 10-year warranty.

E. Bonding Compound:

Material shall be modified cementitious bonding compound that protects exposed reinforcement steel and enhances bond of overlay to substrate.

F. Water:

Water shall be clean and potable and shall be provided by the city at designated fill stations.

PART 3: EXECUTION

3.01 PREPARATION

A. Place covers over sewer inverts to prevent extraneous material from entering the sewer lines.

B. Remove foreign, loose and unsound concrete and masonry material not able to be removed by high pressure water spray may require the use of mason's or mechanical tools for removal.

C. Clean the interior surfaces of the manhole/lift station with high pressure (3,500 psi minimum) water spray, using detergent, muriatic acid, antibacterial agent or other chemicals to remove grease, oil and other contaminants that would prevent good bond between the existing manhole interior surface and the liner material.

D. Active hydrostatic leaks (infiltration) shall be stopped using the rapid-setting specially formulated infiltration control mix.

E. Very active hydrostatic leaks (infiltration) shall be stopped using one of the rapid-setting grouting mixes specially formulated for control of very active infiltration.

F. Clean and prepare exposed reinforcement steel, and apply and cure bonding compound, in accordance with the product manufacturer's instructions and recommendations.

G. Prepare cracks and voids to be patched and filled, and apply and cure patching mix, in accordance with the product manufacturer's instructions and recommendations.

H. Areas of manhole/lift station that are found to be structurally damaged and in need of repair beyond the scope of this specification shall be brought to the attention of the Director. A suitable repair method shall be developed for each area and submitted to the Director for review prior to commencing the repair.

I. Prepare, clean and repair manhole/lift station benches and inverts in the same manner as prescribed above.

3.02 LINER APPLICATION, CURING AND TESTING

A. Prepare manhole/lift station surfaces, wet batch-mix liner materials low pressure spray apply liner mix to the manhole ceiling, wall and bench surfaces and allow liner to cure in accordance with the product manufacturer's instructions and recommendations.

B. Liner application shall be 1/2" for manholes and 1" for wet wells minimum thicknesses. The application shall be completed with a minimum of two coats. The first coat shall be applied at a thickness adequate to cover the substrate and be trowled to compact the material into voids and set the bond. The second coat shall be applied to ensure complete coverage at the specified thickness.

C. Inverts shall be lined with patching mix, trowl applied in one coat to a 1" minimum thickness.

D. Prepare, label and submit recommended daily or per lot test specimens for testing.

3.03 CLEANING

A. Clean manhole/lift station interiors and remove all construction-related materials, equipment and appliances from the manhole/lift station prior to reinstatement to service.

3.04 LIFT STATION REHABILITATION

A. By-pass pumps must be sound attenuated and meet the minimum flow requirements for each station. The system shall have a second pump tied in and ready in case the primary pump fails. The system shall be monitored 24 hours a day by remote dialer and contractor personnel. The contractor is responsible for emergency calls day and night while it is on by-pass pumps. By-pass system shall be tested to ensure proper operation. The city must witness the testing and sign off prior to starting rehabilitation. By-pass requirements (Minimum):

LS E1	955 GPM @ 75 TDH force main pressure with pumps on is 26 psi
LS E2	1250 GPM @ 115 TDH force main pressure with pumps on is 43 psi
LS E3	1398 GPM @ 95 TDH force main pressure with pumps on is 37 psi
LS 18	425 GPM @ 50 TDH force main pressure with pumps on is 20 psi
LS E16	1028 GPM @ 60 TDH force main pressure with pumps on is 48 psi

B. Temporary pump out riser will need to be installed first and may be left as the emergency pump out. The city will help determine that best location of this for both parties. The riser shall consist of a flanged P-401 spool coming up above grade, flanged P-401 90, MJ P-401 Tee, two MJ gate valves with valve boxes and all necessary restraint devises. A flanged aluminum male cam-lock and dust cap with a 6" flanged ¼ turn plug valve should be installed on the elbow after job is completed.

C. The contractor is responsible for the removal of pumps, pipes, and valves. The city will disconnect the pump leads, remove floats and transducer. The pumps

are to be given to the city after removal. All other materials are to be hauled and disposed of by the contractor.

D. Installation of base elbows shall be per manufacturers' specifications. The bases shall be Flygt dual rail design. Existing pumps will need the top bolt on guide rail bracket. Guide rails shall be 3" stainless steel with a stainless guide rail bracket. Any modification to the existing floor or fillet for proper installation shall be included in pricing.

E. Ductile Iron pipe and fittings shall be P-401 lined. All flanged connections shall have 316 stainless steel nuts & bolts. The use of an anti-seizing compound is required on all bolts.

F. Valves inside the valve box shall be Mueller, American, Clow, Dezurik, or Pratt. Check valves shall be flanged L/W type with rubber disc seal. Plug valves shall be flanged ¼ turn direct nut with 80% opening.

G. Pressure gauges shall be installed on each discharge pipe downstream of the plug valve. The ½" tap can be directly into the ductile iron pipe. Stainless steel nipples and ball valve shall be used to make the connection. Gauges shall be 4-1/2" SS liquid filled with diaphragm.

H. Vent cap shall be all SCH-80 PVC fittings. Use 4" elbows and Vanstone flanges with a SS screen between them.

I. Use a 12'-0" average riser length for line item 14.a, 14.b, 14.c and alternate price for line item 1.a, 1.b, 1.c in Section C, Price Schedule of this RFB.

3.05 ALTERNATE BID

A. HDPE SDR-11 IPS pipe riser shall be factory butt fused. The riser shall have a flange adapter with SS backup ring, 90 elbow and enough pipe to go through the wall to the restrained coupling between the wet well and valve box. The height may be adjusted with one fusion coupling. The use of a SS stiffener is required at the MJ connection.

B. A 316 stainless steel base plate must be used. Plates shall be at least 12" x 12" x ½" thick (base plate to be used with HDPE only).

C. Pipe bracing is required every 8 feet minimum. The first must be within 6 inches of the top elbow. The bracing must be 316 stainless steel, going from wall to wall behind the risers with a stainless steel U-bolt holding the riser to the brace. All nuts shall be vinyl locking stainless steel.

PART 4: MINIMUM QUALIFICATIONS AND REQUIREMENTS

The installer **SHALL** have been engaged in the installation of Manhole and Lift Station System Rehabilitation Contracting Services for a minimum of Three (3) years and have rehabilitated a minimum of Five Hundred (500) sanitary sewer manholes and Fifteen (15) lift stations, in the State of Florida, utilizing a system that offers pure fused Calcium Aluminate.

The installer **SHALL** include in their response a list of Ten (10) references, for which manhole, lift station, or wet well rehabilitation contracting services have been provided within the last Three (3) years. The reference list shall include the name of the company, contact person, telephone number, project duration, contract value and the number of manholes/lift station for each reference.

The selected contractor will be responsible for knowledge of and compliance with all relative local, state and federal codes and regulations.

For all work performed under this contract, the successful Contractor shall provide a competent job-site supervisor and any necessary assistants, all approved by the Utilities Department of City of Clermont. The job-site supervisor shall be present at all times while work is in progress. The job-site supervisor shall represent the Contractor at all times while all directions given him shall be binding as per the contract documents. The job-site supervisor shall have a minimum of Five (5) years' experience in the rehabilitation of Sanitary Sewer Manholes, Lift Stations, and Wet Wells utilizing a product that consists of a pure fused Calcium Aluminate Cementitious Liner.

Failure to provide the minimum qualifications and requirements with the bid response as described in this section may result in bid being non-responsive.

PART 5: MEASUREMENT AND PAYMENT

A. Payments to the Contractor shall be made on the basis of the units in Section C, Price Schedule as full and complete payment for furnishing all materials, labor, tools and equipment, and for performing all operations necessary to complete the rehabilitation work of sewer manholes, lift stations, and wet wells by various trenchless methods as authorized by the City. The City will establish an annual renewable contract for these services with the successful bidders as described in this solicitation.

   The unit prices stated in Section C, Price Schedule include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the details and specified herein. The Basis of Payment for an item at the price shown in Section C, Price

Schedule, shall be in accordance with its description of the item in this Section and as related to the work specified. Unit prices will be applied to the actual quantities furnished and installed in conformance with the Contract Documents.

B. The Contractor's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established in Section C, Price Schedule, the cost for that work shall be included in some other applicable item, so that the price for the item reflects the total price for completing the work in its entirety.

No separate payment will be made for the following work if required and its cost shall be included in appropriate payment items:

- Applications and pulling of all utility and construction permits;
- Dewatering and disposal of surplus water;
- Structural repairs;
- Cleanup;
- Testing materials and apparatus;
- Maintenance of utility service;
- Appurtenant work;
- Inspection Photo Records;
- Maintenance of Traffic

The following paragraphs will clarify the work included for the items listed in the Section C, Price Schedule.

MEASUREMENT

Payment under this Contract for authorized work shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the City unless otherwise specified. The City will witness all field measurements.

When depths are indicated in the bid items, they shall be measured vertically from the existing grade, paved or unpaved, to the pipe invert.

It is intended that all work required to complete this Work will be included in the various bid items as described in the following paragraphs.

1. CEMENTITIOUS LINING MANHOLE, BRICK, OR PRECAST REHABILITATION (1/2" thick minimum in manholes)

This item of work will be measured and paid for at the unit price per vertical foot of 48-inch or 60-inch diameter of manhole wall named in Section C. Measurement will be made from the bench, at its highest point, to the upper limit of actually treated wall, cone or chimney. Payment of the unit price per vertical foot will provide complete compensation for cleaning of the wall by both pressurized water and sand or soda blasting; relief of hydrostatic pressure outside the manhole, if necessary; injecting chemical grout to stop active leaks into the manhole, if necessary; furnishing and supplying of all materials or combination of materials making up the patching and coating (waterproofing) and applying or installing them; manufacturer's representative's presence or assistance, if required; isolation of the manhole by plugging entering lines; testing; safety equipment; and all incidentals necessary to obtain a watertight, sealed manhole wall and bench, compete in place.

Contractor will be responsible for the new coating that is applied only and not the existing coating.

Payment for bypass pumping, if required (other than because of damage caused by Contractor); will be paid for under a separate item.

2. CEMENTITIOUS LINING OF LIFT STATION/WET WELL SURFACES (1" thick minimum in wet wells)
   This item of work will be measured and paid at the unit price per square foot of wall in a lift station or wet well. Measurement will be made on the actual surface area repaired. Payment of the unit price per square foot will provide compensation for cleaning of the wall by both pressurized water and sand or soda media blasting methods; relief of hydrostatic pressure outside the structure if necessary; injecting chemical grout to stop active infiltration, if necessary; cleaning; surface preparation as specified herein; furnishing and supplying of all materials or combination of materials, including liner manufacture's representative's presence or assistance, if required; isolation of the lift station or wet well by plugging entering lines; testing; safety equipment for personnel; labor, tools and equipment; and all incidentals necessary to obtain a watertight, sealed wall and bench, compete in place.

   Contractor will be responsible for the new coating that is applied only and not the existing coating.

3. BYPASS PUMPING OF SEWERS

   a. BYPASS PUMP AND PIPING SETUP
      These pay items provide complete compensation for bypass pumping operations required for sewer manhole, lift station and wet

well rehabilitation. The Contractor shall attempt to perform the rehabilitation sewer work without bypass pumping. However, if in the opinion of the City bypass pumping is necessary, it will be identified as a payment item. The pay item is a one-time charge for all bypass pumping setup operations during a given lining installation, including services, regardless of the number of pumps required. Bypass pumping shall be bid on the basis of sewer size which is bypasses.

These items shall include, but are not limited to: all necessary and required traffic control; pumps; piping; gasoline/diesel fuel; maintenance; transportation and storage; temporary bypass and service piping; labor; materials and/or any other costs associated with bypass pumping.

Plugging or blocking a sewer line shall be included in the appropriate bid item for which the flow must be stopped, this is considered incidental work and no additional payment shall be considered.

b. BYPASS PUMP
These items shall be paid for on a per day basis for operation of the bypass pumps. Bypass pump operation shall be on the basis of the size of the pump used. These items shall include fuel operating costs.

4. ADJUSTING EXISTING MANHOLE CASTINGS
These pay items provide complete compensation for furnishing all necessary labor, equipment and materials to adjust existing manholes to match existing elevations.

5. FURNISH NEW MANHOLE RING AND COVER
This pay item provides complete compensation for furnishing new manhole ring and covers as specified by the City.

6. RECONSTRUCT BENCH AND FLOW CHANNEL
This pay item provide complete compensation for furnishing all necessary labor, equipment and materials required to re-construct a complete bench and flow channel, as required per the City's minimum standards.

7. INSTALLATION OF CHIMNEY SEALS
These pay items provide complete compensation for furnishing all necessary labor, equipment and material required to install manhole chimney seals.

8. REMOVAL OF EXISTING COATINGS

These pay items provide complete compensation for furnishing all necessary labor, equipment and materials necessary to remove any existing coatings that may exist in full or any portion of an existing structure.

9. REMOVE AND REPLACE EXISTING PIPING AND VALVES
These pay items provide complete compensation for furnishing all necessary labor, equipment and materials necessary to remove and replace all existing piping, check valves, plug valves and all miscellaneous materials required for this installation. This work will start at existing pump bases and will terminate prior to where discharge piping exits existing valve vault. All work shall comply with City of Clermont minimum standards.

END OF SECTION – B

QUOTE

043019-4R

Date: 4/30/2019
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 2
E-mail: ccollier@cocoafl.org

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: raymond@danusutilities.com

QYT	Lift Station 2		TOTAL
1	**Bid Item 10.a / By-pass 8" set up**	$750.00	$750.00
3	**Bid Item 10.d / Sewer By-pass 4" Pump**	$600.00	$1,800.00
3	**Bid Item 11.a / F&I Pump Base - 4"**	$2,250.00	$6,750.00
2.5	**Bid Item 24.b / Remove & Replace existing piping and valves 6"**	$9,000.00	$22,500.00
	*****Pricing based on City of Clermont Annual Contract 17-040*****		
		TOTAL	**$31,800.00**

Note: **Permitting by others.**

Scope of Work for Danus Utilities: F&I 4" by-pass pump and piping, F&I (3) 4" base elbows with pump slide bra
F&I (3) 6" HDPE riser pipes for new base elbows to existing checks, F&I (2) SS wet well pipe support, F&I (3) 4" x 6" ECC flanged reducers

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.
Authorized Signature

Raymond Rogers
386-882-6200

DANUS UTILITIES INC.
"WE DO IT RIGHT"

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: raymond@danusutilities.com

QUOTE

043019-1R

Date: 4/30/2019
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 17
E-mail: ccollier@cocoafl.org

QYT	Lift Station 17		TOTAL
2	**Bid Item 11.a / Furnish & install 4" pump base - 4"**	$2,250.00	$4,500.00
2	**Bid Item 14.a / Remove & Replace existing piping and valves 4"**	$6,100.00	$12,200.00
	*****Pricing based on City of Clermont Annual Contract 17-040*****		
	Variations in piping configuration, specifications and scope of work cause the		
	bid items to be adjusted by using a multiplier either greater than or less than 1		
	to fit the scope required to complete the job as discussed on site.		
		TOTAL	**$16,700.00**

Note: **Permitting by others.**

Scope of Work for Danus Utilities: F&I Steel adapter plates for new pedestals to mount to the existing floor tabs, F&I 4" SS weld fittings and flanges as needed to make connections for the new pump dimensions, Installation Only of City supplied pumps, pump pedistal & pump C/O 90 elbow, City to terminate pumps, go switches and provide start up service.

Terms Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature

Raymond Rogers
386-882-6200



QUOTE

043019-2R

Date: 4/30/2019
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 48
E-mail: ccollier@cocoafl.org

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: raymond@danusutilities.com

QYT	Lift Station 48		TOTAL
1	**Bid Item 10.a / By-pass 8" set up**	$750.00	$750.00
2	**Bid Item 10.d / Sewer By-pass 4" Pump**	$600.00	$1,200.00
2	**Bid Item 11.a / F&I Pump Base - 4"**	$2,250.00	$4,500.00
1.8	**Bid Item 24.a / Remove & Replace existing piping and valves 4"**	$7,000.00	$12,600.00
	*****Pricing based on City of Clermont Annual Contract 17-040*****		
		TOTAL	**$19,050.00**

Note: **Permitting by others.**

Scope of Work for Danus Utilities: F&I 4" by-pass pump and piping, F&I (2) 4" base elbows with pump slide bra
F&I (2) 4" HDPE riser pipes for new base elbows to existing checks, F&I (1) SS wet well pipe support.

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.
Authorized Signature

Raymond Rogers
386-882-6200

QUOTE

043019-3R

Date: 4/30/2019
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 45
E-mail: ccollier@cocoafl.org

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: raymond@danusutilities.com

QYT	Lift Station 45		TOTAL
1	**Bid Item 10.a / By-pass 8" set up**	$750.00	$750.00
2	**Bid Item 10.d / Sewer By-pass 4" Pump**	$600.00	$1,200.00
2	**Bid Item 11.a / F&I Pump Base - 4"**	$2,250.00	$4,500.00
1.8	**Bid Item 24.b / Remove & Replace existing piping and valves 6"**	$9,000.00	$16,200.00
	*****Pricing based on City of Clermont Annual Contract 17-040*****		
		TOTAL	**$22,650.00**

Note: **Permitting by others.**

Scope of Work for Danus Utilities: F&I 4" by-pass pump and piping, F&I (2) 4" base elbows with pump slide bra
F&I (2) 6" HDPE riser pipes for new base elbows to existing checks, F&I (1) SS wet well pipe support, F&I 6" tapped flange on the clow check valves, F&I (2) 4" x 6" ECC flanged reducers

Terms Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature

Raymond Rogers
386-882-6200

Legislation Details (With Text)

File #:	19-232	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	5/9/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Approve the attached Addendum (Change Order #1) to the Agreement with Community Housing Initiatives for an additional $30,000.00 from Community Development Block Grant(CDBG) Miscellaneous Revenue, to assist a moderate-income household. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment A Agreement with Community Housing Initiative Inc PAP 2019 Attachment B Addendum to Community Housing Initiatives Agreement 2019 Attachment C CDBG Misc Revenue Tracking Spreadsheet Exhibit A-Approved Agenda City Clerk's Journal.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2019
Agenda Date: May 22, 2019
Prepared By: Ibis S. Berardi, Housing Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the attached Addendum (Change Order #1) to the Agreement with Community Housing Initiatives for an additional $30,000.00 from Community Development Block Grant(CDBG) Miscellaneous Revenue, to assist a moderate-income household.

BACKGROUND:

On March 13, 2019, City Council approved an Agreement (Attachment A) to award $400,000 in Home Investment Partnership (HOME) Program funds to Community Housing Initiatives for the administration of the City's Purchase Assistance Program. The Purchase Assistance Program (PAP) provides down payment and closing cost assistance to income eligible, first time homebuyers, using funds provided from the HOME grant. The administration of the PAP includes marketing, pre-screening applicants, income verification, underwriting, property inspections, closing document review, preparation and recording of mortgage documents, homebuyer education and counseling, budgeting, housing and debt ratios, fair housing, mortgage default prevention, post-closing responsibilities, and hurricane preparedness.

Recently, there has been an increased interest to participate in the PAP from moderate-income families (81% - 120%). However, HOME funds cannot be used to assist families whose income

exceeds 80% of the Area Median Income (AMI). Staff is requesting City Council approve an Addendum (Attachment B) to use Community Development Block Grant (CDBG) Miscellaneous Revenues to assist one (1) moderate-income family on a first-come, first-ready basis. The CDBG Miscellaneous Revenue funds are monies received from pay-off of liens, specifically the Demolition Program and Housing Rehab Program. Any pay-offs below the $25,000 Program Income threshold during a fiscal year is set aside as miscellaneous revenues. There is currently a balance of $36,338.43 in CDBG miscellaneous revenues, which we will allocate $30,000 to PAP, then will be a remaining balance of $6,338.43 in CDBG miscellaneous revenue (Attachment C).

The below chart identifies the income range for moderate-income families:

	Household Size		
Income Range:	1	2	3
81% to	$ 36,901	$ 42,201	$ 47,451
120%	$ 55,440	$ 63,360	$ 71,280

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects funded by HOME will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

The funds are budgeted in the FY2019 Expense Account 103-3240-554-83-00 and a change order to PO# 73418 in the amount of $30,000 will be added.

PREVIOUS ACTION:

On March 13, 2019, City Council approved the Agreement (Attachment A) to award $400,000 in Home Investment Partnership (HOME) Program funds to Community Housing Initiatives for the administration of the City's Purchase Assistance Program.

RECOMMENDED MOTION:

Approve the attached Addendum (Change Order #1) to the Agreement with Community Housing Initiatives for an additional $30,000.00 from Community Development Block Grant(CDBG) Miscellaneous Revenue, to assist a moderate-income household.

AGREEMENT BETWEEN THE CITY OF COCOA, FLORIDA AND COMMUNITY HOUSING INITIATIVE, INC.

THIS AGREEMENT, entered this 21st day of **March, 2019** by and between the City of Cocoa, Florida, a municipal corporation herein referred to as "City" whose address is 65 Stone Street, Cocoa, FL 32922 and Community Housing Initiative, Inc., a private non-profit organization, hereinafter referred to as the "Subrecipient" whose address is 3033 College Wood Drive, Melbourne, FL 32934 and mailing address as P.O. Box 410522, Melbourne, FL 32941-0522.

WITNESSETH

WHEREAS, Brevard County as the "lead entity" of the Brevard County HOME Consortium has certified Community Housing Initiative, Inc., as a Subrecipient and eligible to receive HOME Investment Partnership Program (HOME) funds; and

WHEREAS, Brevard County has entered into an agreement with the City authorizing and directing the City to utilize Brevard County HOME Consortium funds for eligible HOME activities and projects; and

WHEREAS, the City has the authority to enter into a binding agreement for the expenditure of all or a portion of the City's share of the Brevard County HOME Consortium funds; and

WHEREAS, the HOME regulations contained in 24 CFR Part 92 as now in effect and as may be amended from time to time, govern and constitute a part of this Agreement by reference; and

WHEREAS, the City has determined that services to be provided by the Subrecipient comply with the regulations governing the expenditure of HOME funds; and

WHEREAS, the Subrecipient requested HOME funds to implement a Purchase Assistance Program to benefit low- or very- low income families, hereinafter referred to as the "Project", and is awarded ***Four Hundred Thousand Dollars ($400,000)*** in HOME Program Funds.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions hereinafter set forth, the City and the Subrecipient agree as follows:

Section I. Definitions

A. "*CFR*" means the United States Code of Federal Regulations.
B. "*Subrecipient*" means an eligible Nonprofit Organization, as defined by the U.S. Department of Housing and Urban Development in 24 CFR Part 92.
C. "*CITY*" means City of Cocoa, Florida
D. "*CONSORTIUM*" means Brevard County HOME Consortium
E. "*COUNTY*" means Brevard County Board of County Commissioners
F. "*HOME*" means HOME Investment Partnership Program.

G. "*HUD*" means the United States Department of Housing and Urban Development.
H. "*OMB*" means Office of Management and Budget.
I. "*Subrecipient*" means Community Housing Initiative, Inc.
J. *"U.S.C." means the United States Code.*
K. *"*Low income*" means household income not exceeding 80% of the median annual gross income within the Melbourne-Titusville-Palm Bay Metropolitan Statistical Area as determined by HUD, with adjustments for family size.*
L. *"*Very low income*" means household income not exceeding 50% of the median annual gross income within the Melbourne-Titusville-Palm Bay Metropolitan Statistical Area as determined by HUD, with adjustments for family size.*

Section II. Use of HOME Funds

The Subrecipient shall, in a satisfactory and proper manner as determined by the City, perform the tasks necessary to conduct the Purchase Assistance Program outlined in the Statement of Work, fully described in Exhibits "A" (Project Narrative), "B" (Project Budget), and "C" (Project Schedule) which are attached hereto respectively, and incorporated herein by this reference. The Subrecipient agrees to manage the Program in accordance with the regulations contained in 24 CFR Part 92.

Section III. Project Requirements

A. PROPERTY STANDARDS

The Subrecipient shall be responsible for ensuring that the Project meets all HOME Regulations and applicable local codes and ordinances, prior to closing and again upon final payment after completion of work in instances where rehab assistance is accessed.

B. QUALIFICATION AS AFFORDABLE HOUSING

The HOME-assisted homebuyer requirements set forth in Section 215 of the HOME statute are promulgated in the HOME rule found at 24 CFR Part 92. Specifically, 24 CFR 92.254, *Qualification as Affordable Housing: Homeownership*, states that in order for homeownership housing to qualify as affordable housing it must:

- Be single-family, modest housing,
- Be acquired by a low-income family as its principal residence, and
- Meet affordability requirements for a specific period of time as determined by the amount of assistance provided.

To ensure affordability, the City shall impose either resale or recapture requirements on the housing. The HOME rule at §92.254(a)(5) establishes the resale and recapture requirements the City shall impose. The City shall monitor compliance with HOME Program requirements for the duration of the HOME affordability period. The affordability period will begin on the first day after project completion in IDIS. Project completion shall be defined as the date the project is completed and closed in IDIS. The affordability period shall be ensured through a Mortgage and Note.

The resale or recapture provisions are triggered by any transfer of title, either voluntary or involuntary, during the established HOME period of affordability. The written resale

and/or recapture provisions are clearly described within the Brevard County HOME Consortium Annual Action Plan, including the specific circumstances under which these provisions will be used, and how the City shall enforce the provisions. If the City provides down payment and development subsidy assistance to the home buyer, recapture provisions shall be used. If the City only provides HOME assistance to develop the unit and HOME funds are not used to lower the purchase price from fair market value to an affordable price, resale provisions must be used.

The Subrecipient agrees that the Project will remain as affordable housing and the following requirements will be meet the HOME affordability period requirements. For homebuyer programs the affordability period shall be a period of ten (10) years for assistance less than $40,000 and a period of fifteen (15) years for assistance of $40,000 or more than from the date of the homebuyer closes in accordance with 24 CFR 92.254, this is known as the "affordability period." The housing must be acquired by a homebuyer whose family qualifies as a low- income family and the housing must be the principal residence of the family throughout the affordability period.

The housing shall have an initial purchase price for the type of single family housing that does not exceed 95 percent of the median purchase price for the area.

C. SUBSIDY LIMITS

A minimum of $1,000 in HOME funds must be invested in each assisted unit. The maximum per unit subsidy shall be 100 percent of the 221(d)(3) limit.

The total amount of original and additional HOME assistance may not exceed the maximum per-unit subsidy amount established under *§ 92.250.*

D. CONTRACT TO PURCHASE

If HOME funds are used to assist a homebuyer who has entered into a contract to purchase housing to be constructed, the homebuyer must qualify as a low-income family at the time the contract is signed. No assistance will be provided for pre-1978 homes.

Homebuyers must receive housing counseling before receiving HOME assistance (down payment assistance) or purchasing a HOME-assisted unit in accordance with *§92.254(a)(3).*

E. SCOPE OF SERVICES

The Subrecipient shall find qualified income eligible buyers and keep all records relating to the buyers as well as, the properties and will provide support to the homebuyers until closing and beyond as indicated. Client files shall be reviewed and approved for eligibility by the City's Housing Program Manager prior to an award letter and prior to closing. A lien shall be placed on the property for the value of the down payment assistance in accordance with HOME regulations. A complete client file shall be submitted to the City on or before a final draw for reimbursement.

The Subrecipient is responsible to ensure recording of all HOME affordability agreements. A Developer fee shall not be reimbursed until successful completion of each closing.

Section IV. Affirmative Marketing

The Subrecipient agrees to affirmatively market its Program in accordance with the Brevard County HOME Consortium's Affirmative Marketing Plan that constitutes a part of this Agreement by reference.

Section V. Requests for Disbursement of Funds

The Subrecipient may not request HOME funds until such time as funds are needed for payment of eligible costs per the schedule outlined in Exhibit "B" (Project Budget). The maximum amount of HOME funds available for the Project, including developer fees are $400,000.

Section VI. Records and Reports

A. RECORDS

The Subrecipient shall maintain all necessary financial records pertaining to the expenditure of HOME funds (e.g. receipts, invoices and support material), which records shall include, but not be limited to, those records which meet the financial management system requirements of the federal Office of Management and Budget (OMB) issued Super Circular, December 26, 2013, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The Super Circular supersedes and streamlines requirements from OMB Circulars A–21, A–87, A–110, and A–122 (which have been placed in OMB guidance); Circulars A–89, A–102, and A–133; and the guidance in Circular A–50 on Single Audit Act follow-up. Records shall be maintained for a period of five (5) years after the Project completion date.

The Subrecipient shall be required to maintain file records on each property and homebuyer. The Subrecipient shall also maintain a project file which shall at a minimum, include a copy of this Agreement, all correspondence related to the project, and documentation of compliance with applicable regulations and requirements.

B. REPORTS

The Subrecipient shall provide written status reports to the City on a monthly basis until final payment is made to the Subrecipient. Acceptable written status reports can be emailed to the City's Housing Program Manager.

Section VII. Enforcement of the Agreement

The affordability requirements of 24 CFR 92.252 shall be enforced by the conditions contained in Section III of this Agreement. If the Subrecipient is unable to complete the project in accordance with the terms of this Agreement, the Subrecipient shall immediately notify the City in writing.

To secure the direct HOME subsidy provided by the City, the Eligible Purchaser shall execute a Homebuyer Assistance Agreement, a Mortgage Note, and a Mortgage Security Agreement in favor of the City of Cocoa, which shall impose these affordability

requirements. Assisted units which go into default or are sold prior to the end of the affordability period are subject to subsidy recapture in accordance with HOME recapture provisions as adopted by the Brevard County HOME Consortium.

Section VIII. Duration of the Agreement
This Agreement shall become effective on the date executed and shall be binding on the City and the Subrecipient for a period of 24 months or final payment to the Subrecipient, whichever comes first. An extension may be granted by the City for an additional 12 months, however, the Program must be completed within three (3) years of commitment in accordance with *§92.205(e)(2).* For the purposes of complying with this requirement, "completion" shall mean that all closings have been completed.

Section IX. Program Requirements

A. GRANT ADMINISTRATION
It is understood by the parties to this Agreement that Brevard County as the "lead entity" in the Brevard County HOME Consortium, in accordance with 24 CFR Part 92, has final responsibility and authority in the administration of HOME funds within the boundaries of Brevard County. This responsibility and authority extends to ensuring that HOME funds are expended by Subrecipients in accordance with all program requirements and to determining the adequacy of performance under Subrecipient agreements and procurement contracts. The parties to this Agreement shall cooperate with Brevard County and take appropriate action to correct performance problems and address concerns raised by Brevard County.

B. ENVIRONMENTAL REVIEW
Brevard County assumes the responsibility for environmental review described in 24 CFR 570.604 and initiating the review process under Executive Order 12372.

C. CONFLICT OF INTEREST
Except as provided herein, the City and the Subrecipient state that to the best of their knowledge, no member of Cocoa City Council and no other officer, employee or agent of the City exercises any function of responsibility in connection with the carrying out of the Program to which this Agreement pertains, has any personal interest, direct or indirect, in the Agreement.

Except as provided herein, the parties hereto further state that financial support by the Brevard County HOME Consortium will in no way directly and personally benefit program employees, officers, or other individuals subject to the stipulations set forth herein. The Subrecipient (or officer, employee, agent or consultant of the Subrecipient) may not occupy the housing units at any time during the affordability period.

D. NON-DISCRIMINATION
The City is an Equal Employment Opportunity (EEO) employer and as such encourages the Subrecipient to voluntarily comply with EEO regulations with regards to gender, age, race, religion, sex, veteran status, country of origin, creed or the

presence of any sensory, mental or physical handicap, except where there is a bona fide occupational limitation in accordance with 24 CFR Part 92. In addition, the Subrecipient and anyone under their employment shall comply with all applicable rules, regulations and promulgation's thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. The Subrecipient shall maintain a working environment free of discrimination or unwelcome actions of a personal nature. As applicable, the Subrecipient shall implement the intent of this clause with the same degree of application being encouraged. When applicable, the Subrecipient shall comply with all new federal and state EEO Regulations.

The Subrecipient agrees **to post** in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination requirement.

The Subrecipient agrees to affirmatively further fair housing.

E. DRUG FREE WORK PLACE

The Subrecipient agrees to administer, in good faith, a policy designed to assure the work place is free from the illegal use, possession, or distribution of drugs or alcohol by it beneficiaries.

F. RELIGIOUS AND POLITICAL ACTIVITIES

The Subrecipient will not require attendance at religious services, engage in proselytizing or require religious instruction as a condition of providing services. Funds provided for in this Agreement will not be utilized for religious activities, religious interests or as benefit to a religious organization 24 CFR 570.200(j). No funds provided under this Agreement, nor personnel employed by the Subrecipient, shall engage in the conduct of political activities in violation of Chapter 15 of Title V United States Code (Hatch Act).

G. HANDICAP ACCESSIBILITY

The Subrecipient must comply with Section 504 of the Rehabilitation Act of 1973. Section 504 states, in part, that "No otherwise qualified individual with handicaps in the United States...shall, solely by reason of his handicap, be excluded from the participation in; be denied the benefits of; or be subjected to discrimination under any program or activity receiving Federal assistance."

H. PROGRAM INCOME

Program income is determined in accordance with 24 CFR 570.500. Program income directly generated from the use of HOME funds shall be reported by the Subrecipient to the City and shall be repaid to the Brevard County HOME Consortium. All applicable program income received shall be used to support operational costs of this project. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504.

I. INSURANCE

The Subrecipient is responsible for purchasing builders risk insurance to cover its liabilities involving this Agreement in an amount no less than $250,000 per occurrence. A certificate of this coverage is to be submitted to the City's Housing & Neighborhood Services Division within ten (10) days from the date of the execution of this Agreement. The certificate of insurance shall reflect the City of Cocoa as additional insured. This insurance requirement shall not relieve or limit the liability of the Subrecipient nor does the City represent that this type of insurance is sufficient or adequate to protect the Subrecipient's interest or liabilities, but merely a minimum.

J. MONITORING & TECHNICAL ASSISTANCE

The City will monitor the performance of the Subrecipient against goals and performance standards required herein on an **annual basis** or as otherwise deemed necessary by the City until project completion. In addition, the City shall provide technical assistance to the Subrecipient as requested and as mutually agreed upon in the performance of the duties under this Agreement.

K. INDEMNIFICATION

The Subrecipient shall indemnify, defend, and save harmless the City and all of its agents, officers and employees from all liability, and claims, demands, damages and costs of every kind and nature, including attorneys' fees at trial or appellate levels, and all court costs arising out of injury to or death of persons (including the Subrecipient's employees and agents), and damage to any and all property including loss of use thereof, resulting from or in any manner, arising out of or in connection with error(s), omission(s), negligent act(s), failure to comply with prevailing local, state, federal law or regulations, intentional torts, criminal acts or other wrongs connected with activities of work by or services provided under this Agreement by its agents, servants, or employees, excepting only liability resulting from the sole negligence of the City. The Subrecipient shall upon request from the City, defend and satisfy any and all suits arising from any error(s), omission(s), negligent act(s), failures, intentional torts, criminal acts or other wrong doing in connection with its performance under this Agreement. The remedies afforded to the City by this clause are cumulative with, and in no way affect, any other legal remedy the City may have under this Agreement or at law. This indemnification shall survive termination of this Agreement, in whole or in part and shall also remain in full force and effect upon Subrecipient's completion of all work as required of it hereunder.

Section X. Grantor Recognition

The Subrecipient shall insure recognition of the role of HUD and the Brevard County HOME Consortium in carrying out the Project. In all notices relative to the Project, funding through this Agreement shall identify **the Brevard County HOME Consortium's support through the use of the U.S. Department of HUD's HOME Investment Partnership Program funds**.

Section XI. Suspension or Termination
This Agreement may be terminated by either party, with or without cause, before City funds are obligated, upon no less than thirty (30) days written notice delivered to the other party. In the event that the Subrecipient fails to fulfill any of the terms, understandings, or covenants of this Agreement, the City may terminate this Agreement immediately.

Section XII. Hold Harmless
To the fullest extent permitted by law, the Subrecipient shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, and expenses including, but not limited to attorney's fees, arising out of or resulting from performance of this Agreement by the Subrecipient or their employees, servants or agents.

Section XIII. Certification
The undersigned officials of Community Housing Initiative, hereby certify that Brevard County, the Brevard County HOME Consortium "lead entity", has deemed the non-profit eligible to receive HOME funds and that all information given to support Brevard County's findings and determination is true and accurate.

Section XIV. Notices
Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States Postal System, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

CITY OF COCOA
John A. Titkanich, Jr., AICP, ICMA-CM
City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8660

COMMUNITY HOUSING INITIATIVE
Nicole Tenpenny, Executive Director
PO Box 410522
Melbourne, FL 32941-0522
(321) 253-0053

WITH COPY TO:
Anthony Garganese, City Attorney
Garganese, Weiss, & D'Agresta, P.A.
111 North Orange Avenue, Suite 2000
P.O. Box 2873
Orlando, FL 32801

Section XV. Modification or Amendments in Writing
The City may, in its discretion, amend this Agreement to conform with Federal, State, or Local Government guidelines, policies and available funding amounts, or for other reasons. The amendment shall be executed in writing and signed by a duly authorized representative. The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in

writing, signed by a duly authorized representative of both organizations. The duly authorized representative for the City shall be the City Manager or his/her designee. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the Developer from its obligations under this Agreement.

Section XVI. Severability
Should any paragraph, sentence or part of this Agreement be held to be invalid by a court of competent jurisdiction, then such paragraph, sentence or part shall in no way affect the validity of any other provision or part of this Agreement.

This Agreement represents the entire Agreement of the parties and supersedes any other representations, either written or oral to the contrary.

Section XVII. Assignability
No assignment of this Agreement or any part thereof is permitted without the expressed written consent of the City.

Section XVIII. Attachments
All attachments and exhibits hereto are incorporated hereby as a material and relevant part of this Agreement.

Section XIX. What law governs
This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Florida. Any actions taken under this Agreement shall be located in Brevard County.

Section XX. Reversion of Assets; Conveyance of Property.
If this Agreement is terminated, all unexpended funds in the Subrecipient's possession shall be immediately reimbursed to the City. Further, the conveyance instrument conveying the subject Property from the City to the Subrecipient shall provide that the City shall maintain a reversionary interest in the Property in the event that the Subrecipient defaults on its performance under this Agreement. If default by the Subrecipient occurs, the City shall have the right to exercise this reversionary interest and receive title to the Property free and clear of encumbrances. However, once a qualified buyer is found for the Property, title shall transfer to the homeowner and the City's reversionary interest in the Property shall expire.

Section XXI. Procurement Procedures
Standards of purchasing and procurement of supplies and other expendable property, equipment, real property and other services should be followed in accordance with OMB issued Super Circular, December 26, 2013, to provide, to the maximum extent practical, open and free competition and avoidance of any conflicts of interest.

Section XXII. Recapture Provision

If the Subrecipient defaults or desires to be released of his obligation during the term of this Agreement, the Developer will notify the City of Cocoa in writing, the City of Cocoa will have 45 days to respond in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

Carie Shealy, City Clerk

Date: 3/13/19

CITY OF COCOA

Jake Williams Jr., Mayor

Date: 3/13/19

ATTEST:

Date: 03/21/19

COMMUNITY HOUSING INITIATIVE, INC.

Nicole Tenpenny, Executive Director

Date: 3-21-19

DORCY NORMANDIA
MY COMMISSION # GG 242728
EXPIRES: July 29, 2022
Bonded Thru Notary Public Underwriters

EXHIBIT A

PROJECT NARRATIVE – DESCRIPTION OF WORK TO BE PERFORMED

Community Housing Initiative, Inc. (C.H.I.) shall be responsible for administering the Purchase Assistance Program. The Program shall provide down payment, closing costs, and in some cases, rehabilitation assistance to income eligible first time homebuyers, using funds provided by the Home Investment Partnership (HOME) Program. The administration of this program shall consist of marketing, pre-screening, Income and asset verification, loan processing and underwriting, property inspections, rehabilitation work write-up, education/counseling, closing document review and preparation, and recording secondary mortgages.

The scope of work and procedures to be completed in the administration of the Purchase Assistance Program are as follows:

1. **Marketing**
   The Subrecipient shall take affirmative marketing steps to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area. A wide range of marketing strategies shall be implemented to ensure that eligible persons living within Cocoa city limits have a reasonable opportunity to be informed about the Purchase Assistance Program opportunities being carried out by the Subrecipient.

2. **Pre-screening**
   The Subrecipient, along with the applicant shall complete the pre-screening questionnaire, either face to face or over the telephone. The Subrecipient shall complete the pre-screening questionnaire to determine if the potential applicant fits within the eligibility guidelines, the Subrecipient provides a list of documents to collect. Once the potential applicant has collected the documents, he/she shall be instructed to contact the Subrecipient to schedule an intake appointment. This is a one-on-one counseling conducted between the potential applicant and the Subrecipient.

3. **Intake**
   The Subrecipient shall conduct a face-to-face meeting to discuss in detail the program requirements and procedures. The applicant then completes the Application for Assistance and release forms and submits the documents he/she collected prior to the appointment. The Subrecipient must review all the documents, which include the applicant's credit report and Good Faith Estimate (GFE)/Loan Estimate (LE) and HUD-1/Closing Disclosure (CD) Worksheets. The Subrecipient shall contact the loan officer if he/she has any questions regarding the content of the LE/CD.

   During the intake appointment, the Subrecipient shall educate the applicant on: (i) Affordability ratio, (ii) The content of the LE/CD, (iii) Affordability of the proposed

loan to the applicant's stated income and debts, and (iv) PITI and purchase prices. The Subrecipient shall also register the applicant for the next available homebuyer counseling workshop.

If there are no credit issues, the Subrecipient shall assist the potential buyer with the completion of the application and other required forms. After the intake appointment, the Subrecipient shall begin the third party verification process to determine the total household income and assets.

Upon receipt of the completed verifications, the Subrecipient shall calculate annual gross household income from the next 12 months per applicable regulation in HUD 24 CFR Section 5.609; HUD Handbook 4350.30, Chapters 3 and 5. The City shall have final approval of the client file prior to issuing an award letter and final approval of the closing documents prior to closing.

4. **Income and Asset Verification**
   If the applicant's annual gross household income fits within funding guidelines, the Subrecipient shall issue a commitment letter on behalf of the City of Cocoa. The applicant shall execute the Income Certification Form and be provided with his/her affordability ratio calculations. The Subrecipient shall ensure the applicant fully understands how the affordability ratio was determined.

5. **Loan Processing and Underwriting**
   During the processing of the first mortgage, the Sponsor shall be available to the loan officer, processors and/or underwriters for technical assistance (if needed) regarding the Purchase Assistance Program. Additionally, the Subrecipient shall be available to the homebuyer to assist them with any questions regarding the loan application or loan documents.

6. **Homebuyer Education and Workshop**
   All potential homebuyers are required to attend a Homebuyer Counseling Workshop conducted by a HUD Certified Housing Counseling Agency. The Subrecipient shall ensure that the potential homebuyer completes the workshop. The cost of the workshop shall be credited to the potential homebuyer as his/her required contribution for the purchase assistance per the City's Homebuyer Policy.

   The workshop shall provide potential homebuyers information on at a minimum: repairing credit; budgeting; hurricane preparation; income and debt ratios; pros and cons to homeownership; realistic purchase price and monthly payments; fair housing issues; negotiating the sales offer; home inspections; property maintenance; property insurance; various types of financing options; how to apply for down payment assistance programs; and foreclosure prevention.

   The workshop shall educate potential buyers on: how to search for a home; how to complete a sales contract; what price should be offered; what to expect from a lender; understanding lender fees; understanding the Loan Estimate, the Closing

Disclosure document; mortgage documents; foreclosure prevention; hurricane mitigation; and the rights and responsibilities of the new homeowner.

7. **Property Inspection**
   Once a property is identified and a fully executed contract is provided to the Subrecipient, a home inspection shall be requested. The inspection shall include a wind-mitigation report and a 4-point inspection, in addition to, the full property inspection. The cost of the inspections shall count as a credit towards the homebuyer's contribution for the assistance per the City's Homebuyer Policy.

   The home inspector shall provide the buyer and the Subrecipient with copies of the full report. The Subrecipient shall review the report and advise the buyer on any deficiencies and the option for rehab assistance. The Subrecipient shall be available to the buyer's real estate agent and the listing agent for any questions or concerns. Prior to purchasing the home, a final inspection should be done to verify and confirm the specified repairs were completed. **All major systems in the home must have at least a five-year life prior to purchase.**

8. **Closing**
   Once the final inspection is complete, the Subrecipient shall send closing instructions to the identified closing company, instructing the company on how to prepare the Closing Disclosure Statement as it pertains to the assistance program. The Subrecipient shall be available to the title agent and the closing department of the first mortgage lender, for questions regarding the second mortgage.

   The Subrecipient shall review the preliminary Closing Disclosure Statement for accuracy. The Subrecipient shall review, verify and confirm: (i) the fees charged on the CD are in line with what are disclosed on the LE; (ii) when the buyer is getting credit for an item(s) paid prior to closing; (iii) the buyer has satisfied the minimum contribution requirement; (iv) the assistance amount is correct; and, (v) recording fees for the second mortgage are included and correct.

   The Subrecipient shall be available to the buyer during all Closing Disclosure revisions for questions and/or concerns.

   Once the Closing Disclosure Statement is approved by the first and second mortgage representatives, the Subrecipient shall prepare the closing documents, to include the Note, Mortgage, and Housing Agreement. All closing documents are to be reviewed and approved by the City, and are then signed by the City Manager prior to closing. The Subrecipient shall attend the closing with the buyer and shall have the buyer execute all required documents. The Subrecipient shall maintain a client file that includes all documentation related to the client.

The goals of the Purchase Assistance Program are to:

- Provide decent, affordable housing to lower-income households;
  Expand the capacity of nonprofit housing providers;
- Leverage private sector participation in meeting the housing needs of low-income households.

The partners and their respective roles are as follows:

Community Housing Initiative, Inc.
Community Housing Initiative, Inc. (C.H.I.), a local non-profit housing provider and certified CHDO, shall be the Subrecipient of the Project, keep all records relating to the properties and will provide support to the homebuyers until closing and beyond as indicated. As Subrecipient of the Project, they shall manage all aspects of project development and implementation and shall seek out at least three financially qualified and credit worthy HOME Program eligible buyers. The Subrecipient shall comply with all aspects of the Brevard County HOME Consortium Affirmative Marketing Plan.

City of Cocoa
The City of Cocoa's role is grant manager for the Project. City staff will perform project oversight and grant management to the Subrecipient and will monitor the Subrecipient's compliance with HOME Program requirements for the duration of this Agreement.

The City shall monitor compliance with HOME Program requirements for the duration of the HOME affordability period. The affordability period will begin on the first day after project completion in IDIS. Project completion shall be defined as the date the project is completed and closed in IDIS. The affordability period shall be ensured through a mortgage and note.

The City of Cocoa shall ensure all of HUD's HOME Program and Florida Building Code requirements are met when rehab assistance is used. Also, the City of Cocoa shall ensure homebuyers occupying the units meet income eligibility requirements and all HOME Program requirements. The City of Cocoa's Housing and Neighborhood Services Division will continue to monitor the Project according to the terms outlined in the Agreement.

EXHIBIT B

PROJECT BUDGET

The total HOME Program funds allocated to the Purchase Assistance shall not exceed $400,000 including subrecipient fees. The projected sources and uses of funds are as follows:

	AMOUNT	% TOTAL
Cocoa HOME Program Income Funds	$310,277.92	80%
Cocoa HOME Entitlement Funds FY17/18	$ 54,734.60	10%
Cocoa HOME Entitlement Funds FY18/19	$ 34,987.48	10%
TOTAL:	**$400,000.00**	100 %

PROPOSED USE OF FUNDS:

Homebuyers	Purchase Assistance	Subrecipient Fee	Total Budget
10	$374,000	$26,000	$400,000.00
Total :	$374,000	$26,000	$400,000.00

**These are estimated amounts; actual amounts may vary.* However, any costs that are a result of contractor error or property theft shall not be reimbursed (i.e., re-inspection fees, unit vandalism or loss).

The Subrecipient will receive $2,600 per closing, a total Subrecipient fee shall not exceed $26,000. This Subrecipient fee shall be paid in approximately ten (10) installments upon each sale as evidenced by payment at closing; release of liens from all contractors, subcontractors, and suppliers; complete homebuyer file, and City approval.

Upon execution of this Agreement and issuance of a Purchase Order, the City shall issue a Notice to Proceed to the Subrecipient. Any remaining funds after 10 closings will be liquidated or an amendment will be done to increase the amount and term of the agreement.

EXHIBIT C

PROJECT SCHEDULE

The estimated time to complete the project is approximately 24 months from the execution of this contract agreement, with the option to extend for an additional 12 months.

Funds are available, Purchase Order processed	April 2019
All homebuyer closing completed/Funds expended	April 2021
Project Closeout	April 2021

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COCOA, FLORIDA AND COMMUNITY HOUSING INITIATIVES, INC., A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

THIS AMENDMENT TO AGREEMENT ("Amendment"), is made and entered this __ ___ day of _____**, 2019** by and between the **City of Cocoa** ("City"), Florida, a municipal corporation, and **Community Housing Initiatives, Inc.** ("Developer"), a Florida non-profit organization.

WITNESSETH

WHEREAS, Brevard County as the "lead entity" of the Brevard County HOME Consortium has certified Community Housing Initiative, Inc., as a Subrecipient and eligible to receive HOME Investment Partnership Program (HOME) funds; and

WHEREAS, Brevard County has entered into an agreement with the City authorizing and directing the City to utilize Brevard County HOME Consortium funds for eligible HOME activities and projects; and

WHEREAS, the City has the authority to enter into a binding agreement for the expenditure of all or a portion of the City's share of the Brevard County HOME Consortium funds; and

WHEREAS, the HOME regulations contained in 24 CFR Part 92 as now in effect and as may be amended from time to time, govern and constitute a part of this Agreement by reference; and

WHEREAS, the City has determined that services to be provided by the Subrecipient comply with the regulations governing the expenditure of HOME funds; and

WHEREAS, the Subrecipient requested HOME funds to implement a Purchase Assistance Program to benefit low- or very- low income families, hereinafter referred to as the "Project", and is awarded ***Four Hundred Thousand Dollars ($400,000)*** in HOME Program Funds.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions hereinafter set forth, the City and the Subrecipient agree as follows:

Section 1. **Recitals.** The foregoing recitals are hereby deemed true, correct, and are expressly incorporated herein by this reference.

Section 2. **Amendment to Agreement.** The Cities and Developer hereby agree to amend the Agreement as follows:

The amount of funds contributed by the City of Cocoa's Community Development Block Grant miscellaneous revenue account is hereby increased by ***Thirty Thousand Dollars and Zero Cents ($30,000)*** *for one (1) moderate-income family within the 80%-120% of*

the median annual gross income within the Melbourne-Titusville-Palm Bay Metropolitan Statistical Area as determined by HUD, with adjustments for family size. All other terms and conditions of the agreement remain the same.

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

ATTEST:	**CITY OF COCOA:**
_____	_____
Carie Shealy, City Clerk	John A. Titkanich, Jr., City Manager
Date: _____	Date: _____
ATTEST:	**COMMUNITY HOUSING INITIATIVES, INC.**
_____	_____
	Nicole Tenpenny, Executive Director
Date: _____	Date: _____

Misc Revenue Funds 2015-2020 Acct# 103-0000-369.90-00 budgeted in 103-3240-554.83-00			
	EXPENSE	**BALANCE**	**DETAILS**
FY 15/16 9/30/2015		$22,794.85	Demo Recaptures 2015
FY 16/17 11/2/2016		$2,351.00	Demo Recapture1052 Broadmore/Gloria Taylor
Fy 16/17 12/22/2016	Ivy Lyons/913 Acacia Way	-$1,633.00	Rehab to fix doors
FY 16/17	Greenleaf Inspection fee/Acacia	-$625.00	Inspections
FY 16/17 1/23/17		$2,228.22	Demo Recapture1048 Park Dr./Scott Whitaker
FY 16/17 3/13/17		$1,438.26	Demo Recapture 1052 Willow Lane (Partial-tax deed sale)
FY 16/17 5/17/17		$10,200.00	Rehab Recapture (payoff) Ruth Lamson/1872 Baylor Court
FY 16/17 9/7/17	Greenleaf Inspection fee/Hsng Authority	-$750.00	Inspection of 10 rental units for grab bars/toilets/doors/lights/ramps
FY 17/18	Alerion Doors and Glass	-$5,600.00	Glass panel front counter for security of files
FY 17/18		$10,500.00	Shannida Botello 5481 Talbot Blvd. (payoff) 2010 Mortgage
FY 17/18		$7,500.00	Jessica Imbush (payoff) 2231 Dartmouth
FY 17/18	Terracon	-$3,440.00	Regina Myra Noise Assessment #2-HOME Project
FY 17/18		$4,463.70	Demo Recapture 714 Johnson Street
FY 18/19		$4,539.65	Demo Recapture 716 Johnson Street
FY 18/19	Director Vehicle	-$17,629.25	Director Vehicle (FY2019 Ford Fusion)
FY 18/19	**Purchase Assistance Program**	**-$30,000.00**	**Addendum to PAP Agreement-Moderate Income Family**
	TOTAL:	**$6,338.43**	

to Purchase Radiator Cores, Tanks, Belts and Hoses for the Dyal Water Treatment Plant. (19-71). (Utilities Director)

- **Approved.**

2. Approve a Home Investment Partnership (HOME) Program Agreement with Community Housing Initiatives in the amount of $400,000 to award funds to for the administration of the City's Purchase Assistance Program. (19-80). (Community Services Director)

- **Approved. Agreement to be executed and forwarded as necessary.**

3. Approve a Budget Resolution adjusting the Fiscal Year 2019 budget in account 001-1600-513.49-00 Other Charges and Obligations to cover additional general and auto insurance liability deductible charges using General Fund Contingency. (19-88). (Administrative Services Director)

- **Approved. Resolution and Budget Amendment to be executed and forwarded as necessary.**

4. Approval to apply for a grant through The Florida Bureau of Emergency Medical Oversight for acquisition of EMS reporting hardware and software. (19-103). (Fire Chief)

- **Approved.**

VI. PUBLIC HEARINGS:

1. Conduct a Public Hearing to amend the FY 2018-2019 CDBG Action Plan to reallocate funds and add two new activities in accordance with the City's CDBG Citizen Participation Plan and also Approve a Resolution Amending the FY2019 Budget, transferring revenues to the appropriate account line. (19-89). (Community Services Director)

- **Approved. Resolution and Budget Amendment to be executed and distributed as necessary.**

2. Pass on First Reading Ordinance No. 01-2019: A Zoning Map Amendment for two parcels of land (approximately 3.23 acres) from C-W (Wholesale Commercial) and

Legislation Details (With Text)

File #:	19-213	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Public Hearing
File created:	5/6/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Hold second and final Public Hearing to approve the City of Cocoa's FY 2019/2020 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 19-20 CDBG-HOME Action Plan - Final.pdf Exhibit A 2nd Public Hearing AD 4-18-19				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 6, 2019
Agenda Date: May 22, 2019
Prepared By: Ibis S. Berardi, Housing Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Hold second and final Public Hearing to approve the City of Cocoa's FY 2019/2020 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements.

BACKGROUND:

The City of Cocoa anticipates receiving $177,490 in Community Development Block Grant (CDBG) funds and $65,872.88 in HOME grant funds for Fiscal Year 2019/2020 from the U.S. Department of Housing and Urban Development (HUD). The City receives HOME funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

The overall purpose of the CDBG Program is the development of viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities principally for persons of low- and moderate income. Eligible activities include public services, public facilities and improvements, housing, code enforcement, clearance and demolition, economic development, acquisition, and disposition. At least 70% of all CDBG funds must be expended on program activities benefiting low- and moderate income persons. HOME Program funds can only be used for housing activities benefiting low- and moderate income persons.

Based on priorities and goals identified in the FY 2016/2020 Five-Year Consolidated Plan, the City of Cocoa developed a one year Action Plan, which identifies community development projects that shall be undertaken between October 1, 2019 and September 30, 2020.

As required by HUD and the City's Citizen Participation Plan, an ad was placed in the Florida Today newspaper summarizing the proposed projects and a 30 day public comment period. The 30 day public comment period began April 18, 2019 and ends on May 22, 2019. To date no comments have been received.

Projects were advertised with funding amounts of $177,490 for CDBG and $65,872.88 for HOME and were adjusted in accordance with Council's approved recommendations on April 10, 2019, which were based on estimated funding amounts. The CDBG allocation decreased by $2,399 and the HOME allocation decreased by $5,955.12 from the previous year.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR FY 2019/2020

PUBLIC SERVICES:

Community Services Council (*meals on wheels & seniors at lunch)*	$ 9,623
Central Brevard Sharing Center (*community kitchen)*	$ 11,000
Salvation Army *(domestic violence shelter meals)*	$ 6,000

CDBG Other AND PUBLIC FACILITIES IMPROVEMENTS:

Park Improvements to Dr. Joe Lee Smith Park	$ 65,369
Repayments of Section 108 Loan the City is currently applying for	$ 50,000

ADMINISTRATION:

CDBG Administration and Operational funds	$ 34,498
Fair Housing Education & Outreach	$ 1,000
TOTAL CDBG FUNDS:	**$177,490**

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR FY 2019/2020

Housing: CHDO/Housing Activity	$ 60,603.05
HOME Administration and Operational funds	$ 5,269.83
TOTAL HOME FUNDS:	**$ 65,872.88**

Staff is requesting Council conduct the second and final public hearing on the proposed FY2019/2020 Action Plan; approve the plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects in the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

No budget impact in FY2019/2020

PREVIOUS ACTION:

City Council conducted the first Public Hearing on April 10, 2019 to obtain the views of citizens on housing and community development needs and approved recommendations on FY 2019/2020 CDBG and HOME Program funding.

RECOMMENDED MOTION:

Hold second and final Public Hearing to approve the City of Cocoa FY 2019/2020 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements.

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FY 2019/2020

ACTION PLAN



Habitat for Humanity's Female Veterans Village Wall Raising Ceremony

Prepared by the:

City of Cocoa
Community Services Department
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8520

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Cocoa, in conjunction with the other members of the Brevard County HOME Consortium, worked collaboratively with the community to develop a unified vision. This resulted in the development of a five-year Consolidated Plan for fiscal years 2016/2020. The Plan includes goals and priorities, which shape various housing, public services, and community development programs into effective, coordinated neighborhood and community development strategies. It sets the standard for strategic planning and citizen participation to take place in a comprehensive context, and to reduce duplication of effort at the local level.

Each year, the City of Cocoa undertakes a process which includes public input and citizen participation to develop a one-year Action Plan that describes actions, projects, and programs that will take place during the upcoming year to address the priority needs and specific objectives identified in the strategic plan section of the five year Consolidated Plan.

The City of Cocoa is a CDBG entitlement city and is solely responsible for the administration of the funds. Through an interlocal agreement with Brevard County and the cities of Melbourne, Palm Bay, Titusville, and Cocoa receive HOME Investment Partnership funds. Brevard County is the lead agency of the HOME Consortium, therefore, the City's Action Plan shall be submitted to HUD by Brevard County.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Specific objectives identified in the Consolidated Plan and the City of Cocoa's Five-Year Strategic Plan includes the areas of housing, homelessness, special needs, and non-housing community development needs such as:

- ***Housing:*** Preserving existing affordable housing; producing new affordable homes in designated target areas and mixed-income rental units city-wide; providing home ownership opportunities for those wishing to own their own home; providing services to educate home buyers regarding the mortgage process; enabling homeowners through education and counseling to retain their home; and demolishing structures that are substandard and unfit for human habitation.
- ***Homeless:*** Providing transitional housing to address the increasing population impacted by current real estate market conditions and labor force reductions; establishing facilities for substance abusers, mentally ill, dually diagnosed, and support case management services for ex-

offenders; support activities to fill gaps in Brevard County's Continuum of Care and to respond to urgent community needs; support increased permanent supportive housing and transitional beds for persons with special needs to include housing for unaccompanied homeless youth.

- ***Special Needs*:** Objectives are to provide facilities to temporarily house chemically dependent or dually diagnosed individuals; support services to youth; support provision of additional independent living facilities with supportive services for the developmentally disabled, mentally ill, physically disabled, and persons with AIDS (including rental assistance for persons with AIDS); rehabilitate facilities providing supportive housing and provide services to enable the elderly to remain in their homes.
- ***Non-Housing Community Development Needs:*** Design and construct comprehensive infrastructure and streetscape improvements, enhance safety and sustainability, support neighborhood-based organizations in sponsoring clean-up campaigns, signage, etc. and provide other technical assistance as needed. Support the appropriate abandonment of septic tanks and permanent sewer hook-ups. Support the design and construction of neighborhood parks in the target areas.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects. The City continues to develop viable communities through the provision of decent, affordable, and available housing, creating suitable living environments, expanding economic opportunities, and preventing and eliminating slums and blight. Verbal feedback from citizens and businesses indicate that the City's demolition and housing rehab programs are helping to beautify neighborhoods.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan. The citizen participation process included an online survey for input, as well as, two (2) public hearings. During the first public hearing, three (3) agencies spoke. The agencies were: Community Services Council of Brevard - Senior Nutrition Program; Central Brevard Sharing Center; and the Salvation Army North Central Brevard Corps. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.

Also, an extensive community outreach program was conducted in the development of the FY2016-2020 Consolidated Plan to ensure the plan responds to community needs. The outreach effort included:

* A Housing and Community Development Needs Survey was developed and distributed to over 8,000 residents in low-income neighborhoods in Brevard County for input regarding community needs.

* A Social Service Provider Survey was developed and distributed to more than seventy (70) providers to help determine the capacity and gap of services being provided throughout Brevard County, including Cocoa.

The FY2016-2020 Consolidated Plan was distributed at the Brevard County libraries, Cocoa West Community Center, Cuyler Park Community Center, and Woody Simpson Community Center. No Comments were received.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the first public hearing, three (3) agencies spoke. The agencies were: Community Services Council of Brevard - Senior Nutrition Program; Central Brevard Sharing Center; and the Salvation Army north Central Brevard Corps. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments or views not accepted.

7. Summary

The City's involvement with multiple agencies and community groups serving the needs of the low and moderate income persons provides ample opportunity for the City to receive information about issues affecting the low income community. This informal forum also allows for citizens to make their needs and concerns known as well. Coordination takes time and effort. The City will continue to work towards building capacity for better coordination and achieving solid results through partnerships in the years ahead.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	COCOA	Housing & Neighborhood Services

Table 1 – Responsible Agencies

Narrative

The City of Cocoa is a direct entitlement community for Community Development Block Grant (CDBG) funds. However, this is not the case with HOME funds. The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay, and Titusville receives HOME funds through a Consortium. The Brevard County HOME Consortium (Consortium) brings together the cities and the unincorporated areas of Brevard County.

Consolidated Plan Public Contact Information

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AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Housing is a critical component to ending chronic homelessness. The primary manner in which the City will eliminate chronic homelessness is through its continued collaborative association with the Brevard Homeless Coalition and its support of local community-based service providers.

With Brevard Homeless Coalition and support of local community-based service providers, the City will aid individuals and families in receiving the necessary services to reduce and prevent the potential of becoming homeless. These services include mortgage, rent and utility payment assistance; transitional and emergency housing; community kitchens; domestic violence funding; mental health services and substance abuse treatment. The primary manner in which the City will aid persons in need of services will be through the 211 Brevard referral network, an online database of community service providers.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

In order to improve the living environment of the extremely-low and low-income households that reside in public housing, the Housing Authority of the City of Cocoa (Authority), has developed a self-sufficiency program (ROSS) available to public housing residents. The ROSS program addresses issues such as: elimination of drug use, a literacy program that is part of the continuing education program, GED training, job training and business development. ROSS programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, financial or household management, apprenticeship, or any other program necessary (such as substance abuse or mental health treatment).

The City of Cocoa reviews and certifies the Authority's annual plan and five (5) year plan. The City reviews proposed capital improvements, proposed development, demolition, or disposition of public housing developments and ensures the goals, objectives, and strategies of the Authority support the priority needs addressed in the City's Consolidated Plan.

The following is a list of primary agencies located and or serving persons within the City of Cocoa:

Brevard County Family & Children's Services - Provides food, counseling and emergency financial assistance that includes rental, utilities, medical, lodging, and transportation expenses.

Central Brevard Sharing Center - Provides food, clothing, emergency rent, medical or financial assistance, cold weather shelter, and meals on a daily basis.

Housing for Homeless Program - Provides 24 units in Cocoa for homeless and special needs, 115 County-wide. Twelve units provide permanent long-term affordable housing for persons with mental illness and other special needs; ten units provide transitional housing for homeless, special needs individuals and families with children. The remaining two units are used for the provision of special services such as counseling and miscellaneous support services.

Early Learning Coalition of Brevard County - Assists working parents in finding and paying for child care services, and offers parenting classes and support groups for teen mothers.

Crosswinds Youth Services - Programs for children and young people and their families including Emergency Youth Crisis Shelter; 24-hour Crisis, Info and Referral Line; Community Counseling; Transitional Living Program; Foster Care; Intensive Delinquency Diversion Services; Juvenile Assessment Center; Project Safe Place; and CareerSource Brevard NextGen Youth Services.

The Salvation Army - Provides emergency food, clothing, counseling, and financial assistance for rent, utilities, and medical prescriptions.

The Salvation Army Domestic Violence Shelter - Provides food, clothing, counseling, and housing for victims of domestic violence.

North Brevard Charities Sharing Center - Provides food, clothing, counseling, financial assistance, emergency housing, transitional housing, and permanent rental housing.

The City has several assisted housing providers funded through state and/or federal funds: Westminister Asbury South has 142 Section 8 project based rental units; Westminister Asbury North has 50 Section 8 project based rental units; Abilities at Crestview/College Pine/Windover has 51 Section 811 rental units for persons with disabilities; Arlington Apartments has 41 HUD Use Agreement rental units; Cocoa Lakes Apartments has 49 Section 8 Project based rental units; Clear Pond Estates has 72 Section 8 Project based rental units and 28 Low-income Housing Tax Credit rental units; Oak Meadows has 120 Low-income Housing Tax Credit rental units; and Clearlake Isles was completed in 2017, with 84 Low-income Housing Tax Credit over 55 rental units.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Homelessness is a prevailing situation that exists throughout Brevard County. The Housing for Homeless Agency provides supportive services, transitional housing and assistance with securing long-term permanent housing to homeless families and individuals. The City of Cocoa and Brevard County provide financial assistance to the Housing for Homeless.

City staff participates in a continuum of care process which recently became a 501(c)(3) as the Brevard Homeless Coalition. This process is supported by numerous homeless providers and municipalities throughout the County. City staff attends meetings held on a monthly basis. The City of Cocoa will continue to assist homeless services providers with seeking and securing needed financial assistance for the provision of services.

Those at risk of becoming homeless include one-parent families; dysfunctional substance abusers; released prison inmates; battered spouses; persons in extended employment training programs; persons receiving emergency assistance; persons in self-sufficiency programs; and households with incomes at 0%-30% AMI, paying more than 30% of their income for housing or who are doubled-up with family or friends. According to the Brevard Homeless Coalition, the homeless population recorded count for Brevard County in 2016 was 827, 845 in 2017, and 734 in 2018.

These populations often require temporary and or transitional housing in conjunction with such diverse supportive services as childcare, social supports (e.g., self-help groups), health care, mental health care, substance abuse counseling and treatment, transportation, job training, and programs that address the social emotional and educational needs of children. Within Cocoa, there are a number of social service agencies and churches that provide homeless assistance programs include preventive services, short-term/long-term housing and emergency food, clothing, and financial assistance. The following is a list of primary agencies local and serving the homeless within the City of Cocoa:

Brevard County Family & Children's Services - Provides food, counseling and emergency financial assistance that includes rental, utilities, medical, lodging, and transportation expenses.

Central Brevard Sharing Center - Provides food, clothing, emergency rent, medical or financial assistance, cold weather shelter, and meals on a daily basis.

Housing for Homeless Program - Provides 24 units in Cocoa for homeless and special needs, 115 countywide. Twelve units provide permanent long-term affordable housing for persons with mental illness and other special needs; ten units provide transitional housing for homeless, special needs individuals and families with children. The remaining two units are for the provision of special services such as counseling and miscellaneous support services.

The Salvation Army - Provides emergency food, clothing, counseling, and financial assistance for rent, utilities, and medical prescriptions.

The Salvation Army Domestic Violence Shelter - Provides food, clothing, counseling, and housing for victims of domestic violence.

North Brevard Charities Sharing Center - Provides food, clothing, counseling, financial assistance, emergency housing, transitional housing, and permanent rental housing.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Brevard Homeless Coalition has set up policies and procedures for applying for and allocating ESG grant funds.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Central Brevard Sharing Center
	Agency/Group/Organization Type	Housing Services-homeless Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having client's complete written surveys.
2	**Agency/Group/Organization**	Aging Matters in Brevard
	Agency/Group/Organization Type	Services-Elderly Persons Grantee Department Neighborhood Organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy Fair Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having client's complete written surveys.
3	**Agency/Group/Organization**	NORTH BREVARD CHARITIES SHARING CENTER
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services - Victims

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having client's complete written surveys.
4	**Agency/Group/Organization**	Brevard School Readiness Coalition dba/Early Learning Coalition of Brevard County, Inc.
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having client's complete written surveys.
5	**Agency/Group/Organization**	Emma Jewel Charter School
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in the Community meetings, housing needs assessment, homeless need - families with children and homeless special needs.
6	**Agency/Group/Organization**	Habitat for Humanity of Brevard County
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing needs.
7	**Agency/Group/Organization**	Housing Authority of the City of Cocoa
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in the Community meetings, housing needs assessment and public housing needs.
8	**Agency/Group/Organization**	BREVARD COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted EDC of Florida's Space Coast, Brevard County's Economic Development Office. The EDC provided Economic Development input.

9	**Agency/Group/Organization**	Brevard Homeless Coalition, Inc.
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on homelessness needs.
10	**Agency/Group/Organization**	THE SALVATION ARMY, A GEORGIA CORPORATION
	Agency/Group/Organization Type	Housing Services - Housing Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing and homelessness needs for victims of domestic violence.
11	**Agency/Group/Organization**	COMMUNITY HOUSING INITIATIVE TRUST, INC.
	Agency/Group/Organization Type	Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing needs and the market analysis.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agencies that were not consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Brevard Homeless Coalition	The Continuum of Care (CoC) conducts homeless counts, surveys of the homeless population, and strategic planning to end homelessness. Consistent with the goals of the CoC.
SHIP Local Housing Assistance Plan	City of Cocoa	The Plan identifies housing strategies and allows the City to create partnerships that produce and preserve affordable homeownership and multifamily housing.
Comprehensive Plan-Housing Element	City of Cocoa	The Housing Element is the City's chief policy document for the development of affordable and market rate housing.
Housing Authority 5 Year and Annual Plan	Housing Authority of the City of Cocoa	The Plan identifies how the PHA will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964, The Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Table 3 - Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City's Community Services Department is an integral component in the coordination between the City, agencies, groups, organizations, non-profit human service providers and the community. Brevard County, as the lead agency of the HOME Consortium, along with the City consulted with the advisory groups, including the CDBG Advisory Board, Affordable Housing Council, Cocoa West Neighborhood Meetings, Clearlake Neighborhood Meetings, the Dr. Joe Lee Smith Center Community Meetings, the Housing Authority of the City of Cocoa, The Housing Authority of Brevard County, Re-Entry Task Force, Brevard Commission on Aging, and the Brevard Homeless Coalition. These advisory groups provided information on community needs and affordable housing needs, and completed the "Needs Assessment" survey. These consultations, meetings, and surveys shaped the City's goals.

The CDBG Citizen Participation Plan indicates that all federal regulations regarding public comment periods and participation will be followed by the City of Cocoa. The City encourages the public to review documents concerning the CDBG Program and provide feedback when desired and needed. Representatives of participating cities of the Brevard County HOME Consortium, Brevard County, the Housing Authority of the City of Cocoa, and other stakeholders were notified of funding and emailed from a database of interested parties. Notification was also posted in the Florida Today, a local newspaper. Various community meetings and public hearings were held on March 27, April 17, May 7, May 9 and May 22, 2019 to gather input regarding the CDBG program and potential projects.

Project funding was approved by the Cocoa City Council on April 10, 2019. The FY 19-20 Annual Action Plan was made available for public comment for 30 days. An announcement of the notice of a 30-day comment period was published in the local newspaper, Florida Today and on the city website, www.cocoafl.org.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on March 14, 2019 in Florida Today of first public hearing on April 10, 2019 to receive comments on the City's FY19/20 Action Plan.	During the first public hearing, three (3) agencies spoke. The agencies were: Community Services Council of Brevard, Central Brevard Sharing Center, and the Salvation Army. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on April 18, 2019 in Florida Today of final public hearing on May 22, 2019 to receive comments on the City's FY19/20 Action Plan.	There were no comments received.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	An online survey was available for Cocoa Residents to provide input on needs of the City.	Educating and providing opportunities for young people from low-income backgrounds should be a community priority.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Staff attended the Cocoa Housing Authority Board meeting.	No comments were received.	No comments were not accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The funding levels incorporated in the Five-Year Consolidated Plan FY 2016-FY 2020 and One-Year Action Plan for FY 2019 and released for public comment are based on the funding allocation awarded to the City of Cocoa for FY 2019-2020 in the amount of $177,490. The City of Cocoa will request citizen comment on this planned process for the allocation of federal funding for FY 2019. All CDBG funded activities are proportionally increased or decreased from the estimated funding levels to match actual allocation with the following exceptions: General Administration, Planning, and Fair Housing are capped at 20% of the CDBG allocation based on HUD limits size. Targeted Public Services allocation is capped at 15% of the CDBG allocation based on HUD guidelines.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	177,490	0	178,889	356,379	533,869	Community Development Block Grant (CDBG) funds will be used for fair housing compliance, testing and outreach, public improvements, public services, admin and planning.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Section 108	public - local	Public Improvements	894,000.00	0	0	894,000.00	0	The City applied for a Section 108 Loan to construct an 18,000 square foot community center within a predominately low-income area, Census Tract 626. The facility will have office space available for non-profits and will be dedicated to the advancement of social, health, childcare and juvenile diversion.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG and HOME funds received by the City will be used along with State grants received to address housing, public service, and community development needs within the City. Cocoa was awarded $81,175 in State funding through the Florida Housing Finance Corporation, State Housing Initiative Partnership (SHIP) for SFY 2017-2018 and $27,919 for FY18-19. These funds will be used to address housing needs identified in the Consolidated Plan. SHIP funds also provide a match requirement for HOME funds. Twenty percent (20%) of SHIP funds will be used to assist special needs households. In addition, all Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs. Agencies that are funded with CDBG funds will be strongly encouraged to seek additional resources to serve the low income residents of Cocoa.

The Section 108 Loan, $894,000.00 has been approved by a HUD Panel and is pending Congressional approval by the end of May 2019. The City has also allocated in prior year funds in the amount of $190,000.00 towards Park Improvements at Dr. Joe Lee Smith Park. The funds will pay a portion of the $4,525,000 to construct a new 16,000 square foot community center, dedicated to serving the needs of lower-income residents of the City through recreational activities, multi-programming services and health care program. The Dr. Joe Lee Smith Center is located in Census

Tract 626, which is 80.81% low-moderate income. Principal payments are anticipated to begin in August of 2020, pending Congressional Approval of the Section 108 Loan.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Cocoa currently owns a 22 lot subdivision and approximately 10 infill lots. In 2016, the City of Cocoa purchased the 22 vacant lots within Census Tract 626. The City owns the following vacant lots: 629 S Georgia Avenue, 1110 Grove Avenue, 1970 Furman Court, 1059 Olive Street, 1050 Bellefonte Avenue, 712 Stone Street, 1101 Avon Place, 1043 Peachtree, 514 S. Wilson Avenue and 801 Eden Street. The City may develop these lots for owner occupied housing in whole or in part with CDBG funds using previous FY 2018-2019 funds, HOME and/or SHIP.

Discussion

The City of Cocoa will use all available funds and seek additional resources to address the needs identified in the plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Services	2016	2020	Non-Housing Community Development	City wide	Public Services	CDBG: $26,623	Public service activities other than Low/Moderate Income Housing Benefit: 1218 Persons Assisted
2	Fair Housing Compliance, Testing and Outreach	2016	2020	Fair Housing	City wide	Neighborhood Services	CDBG: $1,000	Other: 18000 Other
3	Planning and Administration	2016	2020	Non-Housing Community Development Administration	City wide	Affordable Housing Homebuyer Program Public Facilities Improvements	CDBG: $34,498	Other: 1 Other
4	Public Facilities Improvements	2016	2020	Non-Housing Community Development	CENSUS TRACT 626	Public Facilities Improvements	CDBG: $65,369	Public facility or infrastructure activities other than Low/Moderate Income Housing Benefit: 3247 Persons Assisted
5	Section 108 Loan	2018	2038	Non-Housing Community Development	CENSUS TRACT 626	Public Facilities Improvements	CDBG: $50,000.	Public facility or infrastructure activities other than Low/Moderate Income Housing Benefit: 3247 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Public Services
	Goal Description	Public Service Funding for three (3) nonprofit agencies: Community Services Council's Meals on Wheels and Seniors at Lunch Programs; Central Brevard Sharing Center's Food Kitchen; and food for The Salvation Army' s Domestic Violence Shelter.
2	**Goal Name**	Fair Housing Compliance, Testing and Outreach
	Goal Description	Fair Housing Compliance, Testing and Outreach in partnership with the Brevard County HOME Consortium and the Fair Housing Continuum.
3	**Goal Name**	Planning and Administration
	Goal Description	Administration and oversight of the Community Development Block Grant program. Fair housing activity will be funded.
4	**Goal Name**	Public Facilities Improvements
	Goal Description	Dr. Joe Lee Smith Park and Community Center improvements to serve low-income households.
5	**Goal Name**	Section 108 Loan
	Goal Description	Dr. Joe Lee Smith Park and Community Center improvements to serve low-income households.

AP-35 Projects - 91.420, 91.220(d)

Introduction

Each year the City of Cocoa undertakes a process which includes public input and citizen participation to develop a one year Action Plan that describes actions, projects and programs that will take place during the upcoming year to address the priority needs and specific objectives identified in the strategic plan section of the five year Consolidated Plan. CDBG funding will be used for administration and general oversight of the CDBG Program; fair housing training, outreach and testing; park improvements; repayment of a Section 108 Loan Guarantee; and public service programs that provide meals for the elderly, meals for those at homeless or at risk of homelessness, domestic violence prevention, and child care assistance.

HOME Program funding will be used for administration and general oversight of the HOME program and development of affordable homeownership opportunities in partnership with local developers, Community Housing Development Organizations, and the Consortium.

#	Project Name
1	Community Services Council
2	Central Brevard Sharing Center/Public Services
3	Salvation Army/Public Service
4	Planning and Administration
5	Fair Housing Compliance, Testing and Outreach
6	Dr. Joe Lee Smith Park Improvements
7	Section 108 Loan Repayment

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The basis for allocating priorities within the jurisdiction during the Consolidated Plan period, and the rationale for assigning funding priorities annually, is determined primarily by the results (identification of needs and priorities) of the annual citizen participation process, and through committee evaluation of competitive grant applications submitted by eligible sub-recipients and third-party developers. Approximately 80% of available project funds are awarded through formal RFP process. The basis for determining these awards includes basic project eligibility, applicant capacity, and proposed benefit for the low and moderate income community, and leveraging of other funding resources. City initiated activities including planning and program administration; fair housing testing, outreach and training; public facilities and improvements; and repayment of a Section 108 Loan Guarantee typically account for the remaining 85% of projects.

City initiated activities are also targeted at community needs identified during the annual citizen participation process and Council support of priorities identified in the City's Comprehensive and Capital

Improvement Plan processes. Public service projects selected for funding will provide a direct benefit to low to moderate income clientele City-wide. These benefits are targeted to all persons whose household income falls below 80% of the median income and whose residence lies within the city limits, and the region's homeless population.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Community Services Council
	Target Area	CENSUS TRACT 626
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $9,623
	Description	Agency will provide services to seniors that include the Meals on Wheels Program and the Seniors at Lunch Program.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	91 Seniors will benefit from the activities.
	Location Description	The Meals on Wheels Program will be city-wide and the Seniors at Lunch Program will be administered at Westminster Asbury Senior Center, 1420 Dixon Blvd., Cocoa, FL 32922.
	Planned Activities	Lunches will be provided to seniors through the Meals on Wheels and Seniors at Lunch Programs.
2	**Project Name**	Central Brevard Sharing Center/Public Services
	Target Area	CENSUS TRACT 626
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $11,000
	Description	Agency will provide daily hot meals to homeless, individuals, and families through their community kitchen.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	1,101 homeless, individuals, and families will be provided a daily meal.
	Location Description	Central Brevard Sharing Center's community kitchen is located at 113 Aurora Street, Cocoa, FL 32922
	Planned Activities	Daily meals through the community kitchen.
3	**Project Name**	Salvation Army/Public Service
	Target Area	City wide
	Goals Supported	Public Services

	Needs Addressed	Public Services
	Funding	CDBG: $6,000
	Description	Salvation Army will provide meals for victims of domestic violence in agency's shelter.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	26 victims of domestic violence will be served meals in Salvation Army's domestic violence shelter.
	Location Description	The location of the shelter is protected information.
	Planned Activities	Domestic violence victims will be served meals in the shelter.
4	**Project Name**	Planning and Administration
	Target Area	City wide
	Goals Supported	Planning and Administration
	Needs Addressed	Affordable Housing Homebuyer Program Public Facilities Improvements Public Services Neighborhood Services
	Funding	CDBG: $34,498
	Description	Management and oversight of the Community Development Block Grant program.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Low-income residents will benefit from housing rehab, spot demolition/clearance with prior year funds, fair housing activities, public facilities, public services, and neighborhood services.
	Location Description	City wide
	Planned Activities	Low-income residents will benefit from housing rehab, spot demolition/clearance with prior year funds, fair housing activities, public facilities, public services, and neighborhood services.

5	**Project Name**	Public Facilities Improvement (Dr. Joe Lee Smith Park)
	Target Area	Census Tract 626
	Goals Supported	Low-income residents will benefit from public facilities
	Needs Addressed	Public Facilities Improvements
	Funding	CDBG: 190,000.00
	Description	Public Facilities Improvements
	Target Date	09/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Low-income residents will benefit public facilities.
	Location Description	Census Tract 626
	Planned Activities	Low-income residents will benefit from public facilities.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Cocoa is a total area of 15.4 square miles and a population of 19,286 according to BEBR. Within the City, there are three (3) established Community Redevelopment Areas (CRA), the Cocoa (Downtown) CRA, US-1 Corridor CRA and Diamond Square CRA. Created in 1981, Cocoa CRA encompasses Census Tract 627, currently known as 715 Block Group 2, and is the most established of the three. The area more commonly known as "Historic Cocoa Village" has experienced a boom in development especially along the banks of the Indian River. However, the area west of Florida Avenue is known as the Heart of Cocoa and is a Federal Consent Decree. Unfortunately, the 2000 Census combined all of CT627 into one block group, thereby reducing the impact of low/moderate income people residing in the Heart of Cocoa. The 2010 Census combined CT627 with CT622, and is now CT 715. In spite of the block group consolidation, the low/moderate percentage is 47.9%. This percentage is staggering when taking into consideration the affluence residing along the riverfront.

The other two CRAs were formed in 1997 and maintain a higher concentration of low/moderate persons. US-1 Corridor CRA exists primarily within CT623, of which more than 67% of residents are low/moderate. Diamond Square CRA is located within CT626, and is even more depressed with 93.0% of its residents earning less than 80% of the area median income. The population, according to the 2010 Census, is estimated to be at 3,075, resulting in a decline of 12.9% in ten (10) years. Predominantly this decline was caused by the demolition of 101 public housing units and several substandard, dilapidated vacant units. Of this year's current estimated population, 16.1% are White, 78% are Black or African American, and 5.7% are Hispanic or Latino. These areas are also a designated Florida Brownfields Area. The area encompasses all of Diamond Square CRA, most of US-1 Corridor and the Heart of Cocoa area. These areas are the focus for the majority of CDBG and HOME funded programs. However, funds are not restricted to only these areas, but are available throughout the City for activities that qualify for assistance under HUD guidelines. In fact, the 2010 Census indicates that 60.8 percent of the citizens of Cocoa earn less than 80% of the area median income and are eligible for CDBG and HOME funding.

The highest concentration of low/moderate income persons are found in the CT626, known as the Diamond Square RDA, according to the 2000 U.S. Census, 93.% of the residents in the area are low/moderate. According to the 2006-2010 American Community Survey (ACS) the median household income for the City is $40,856. The median household income for Census Tract 626 is $20,368.

See map of Redevelopment Areas in Appendix.

Geographic Distribution

Target Area	Percentage of Funds
CENSUS TRACT 626	70
Census Tract 623	25
City wide	5

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The basis for allocating investments within the low income census tracts was completed through the citizen participation process, which identified the needs within the City. The City is not only attempting to meet the needs of the community but also affirmatively further fair housing. It is essential to engage in not only community building activities and fund needed improvements in low and moderate income areas but also to provide opportunities for residents to live in non-impacted areas.

In the 2010 Census, there are 8 census tracts and 19 block groups within the city, 5 of those census tracts are low/moderate income areas. Census Tract 622 and 627 (in 2000) was redistricted to Census Tract 715 (in 2010). Census Tract 623 (in 2000) was redistricted to Census Tract 623.01 and 623.02 (in 2010). The City of Cocoa has three (3) established Community Redevelopment Areas (CRA), (CT623 and CT626), all with a high concentration of low/moderate income persons. The highest concentration of low/moderate income persons are found in the CT626, known as the Diamond Square RDA, according to the 2000 U.S. Census, 93.% of the residents in the area are low/moderate. According to the 2006-2010 American Community Survey (ACS) the median household income for the City is $40,856. The median household income for Census Tract 626 is $20,368. Estimating a percentage of CDBG funds dedicated to the target areas is difficult. There are 8 census tracts within the City, of those census tracts, the City believes four (4) (census tracts 623.01, 623.02, 624, 626) are low/moderate income areas, so we anticipate 90 percent of the funds will benefit the population of these target areas.

See map of 2010 Census Tracts and Blocks in appendix.

Discussion

The City has sought to invest in programs that reduce or eliminate slum and blight and promote ownership to diffuse the threat of creating concentrations of poverty. Through the City's homebuyer and housing repair programs, the City seeks to encourage the development of affordable housing. At the same time, households with limited incomes often prefer to reside in locations that have access to community services such as public transportation, anti-poverty programs communities that have the strength of

ethnic diversity and communities that provide faith-based and family-based supports.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Cocoa, in collaboration with the Brevard County HOME Consortium, has developed the following actions which address obstacles to meeting underserved needs, fostering affordable housing, reducing lead-based paint hazards, reducing the number of poverty level families, developing institutional structures, and enhancing coordination between public and private housing and social service agencies.

The major obstacle to meeting all underserved needs remains the lack of financial resources as identified in the five (5) year Consolidated Plan and Annual Action Plan. To overcome this obstacle, the City of Cocoa will continue to seek other sources of funding and develop viable partnerships with other service providers to enhance the availability for underserved populations such as seniors, homebound frail elderly, the physically and developmentally disabled, victims of domestic violence, and infants and youth within the City.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In order to continue and encourage the creation of new affordable housing within the City of Cocoa and to preserve and augment the residential character of the RU-2-10 Single Family and Multi-Family Dwelling District within the Community Redevelopment Area (CRA) of the City, the City created a Housing Bonus Program to provide a transferable floor area bonus for the development of new affordable housing within the CRA. For each newly constructed unit of qualifying affordable housing as defined in subsection (C) of the Housing Bonus section of the Cocoa Code, a developer is entitled to an increase of floor area for new construction within the Central Business District.

The City adopted a SHIP Local Housing Assistance Plan that put into place expedited permitting policies and procedures to ensure that affordable housing projects receive priority processing. On February 14, 2006, City Council adopted Resolution No. 2006-20 waiving building permit and inspection fees for City projects or projects completed on City property.

Requests for a reduction of parking and/or setback requirements for affordable housing will be reviewed by the city staff and the appropriate board (Planning & Zoning, Board of Adjustment) and/or City Council. Any reductions will be allowed on a case by case basis if appropriate through development agreements. Development agreements must be approved by City Council. Since 2007, the City has entered into three (3) affordable

housing development agreements for setback reductions, two (2) with Habitat for Humanity of Brevard County, Inc. (Habitat) and Central Florida Community Development Corp. (CFCDC). The reduction in setback requirements allowed Habitat to build three (3) homes on land zoned only for two (2) and allowed CFCDC to build eight (8) homes on land zoned only for four (4).

Discussion

These endeavors will increase the availability of housing within the City, and will move the City closer to its goal of developing viable relationships with non-profit housing development organizations and developers for the development of decent, affordable, and accessible housing throughout the City.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Cocoa, in collaboration with the Brevard County HOME Consortium has developed the following actions which addresses obstacles to meeting underserved needs, fostering affordable housing, reducing lead-based paint hazards, reducing the number of poverty level families, developing institutional structures, and enhancing coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The major obstacle to meeting all underserved needs remains the lack of financial resources as identified in the five (5) year Consolidated Plan and annual Action Plan. To overcome this obstacle, the City of Cocoa will continue to seek other sources of funding and develop viable partnerships with other service providers enhance the availability for underserved populations such as, seniors, homebound frail elderly, the physically and developmentally disabled, victims of domestic violence, and infants and youth within the City.

Actions planned to foster and maintain affordable housing

Most of the City's HOME and CDBG funding is used to support programs that support decent and affordable housing opportunities for low/moderate income individuals. In FY 2008-2009 the City partnered with North Brevard Sharing Center (NBSC) for a Transitional Housing Program. Through this program five (5) homes were purchased, rehabilitated, and made available to low/mod income families facing hardship and homeless. The program provides affordable rent for up to 24 months, giving families the opportunity to build their finances and find a permanent home.

To continue fostering and maintaining affordable housing, the City has allocated prior year CDBG funds for the Housing Rehab Program. HOME funds shall be used to construct new affordable housing.

In order to continue encouraging the creation of new affordable housing within the City of Cocoa and to preserve and augment the residential character of the RU-2-10 Single Family and Multi-Family Dwelling District within the Community Redevelopment Area (CRA) of the City, the City created a Housing Bonus Program to provide a transferable floor area bonus for the development of new affordable housing within the CRA. For each newly constructed unit of qualifying affordable housing as defined in subsection (C) of the Housing Bonus section of the Cocoa Code, a developer is entitled to an increase of floor area for new construction within the Central Business District.

And finally, in July 1994, the City adopted a SHIP Local Housing Assistance Plan that put into place expedited permitting policies and procedures to ensure that affordable housing projects receive priority processing. On February 14, 2006, City Council adopted Resolution No. 2006-20 waiving building permits

and inspection fees for City projects or projects completed on City property.

Requests for a reduction of parking and/or setback requirements for affordable housing will be reviewed by the city staff and the appropriate board (Planning & Zoning, Board of Adjustment) and/or City Council. Any reductions will be allowed on a case by case basis if appropriate through development agreements. Development agreements must be approved by City Council. Since 2007, the City has entered into three (3) affordable housing development agreements for setback reductions, two (2) with Habitat for Humanity of Brevard County, Inc. (Habitat) and Central Florida Community Development Corp. (CFCDC). The reduction in setback requirements allowed Habitat to build three (3) homes on land zoned only for two (2) and allowed a developer to build eight (8) homes on land zoned only for four (4).

These endeavors will increase the availability of housing within the City, and will move the City closer to its goal of developing viable relationships with non-profit housing development organizations and developers for the development of decent, affordable and accessible housing throughout the City.

Actions planned to reduce lead-based paint hazards

The City will take the following actions to reduce lead based paint hazards:

- Continue to implement the Lead Safe Housing Rule and will ensure that all homes built prior to 1978 are inspected by qualified hazard evaluation professional and all mediation is performed by certified lead hazard contractors.
- Ensure that contractors who perform renovation, repairs, and painting jobs in pre-1978 housing and child-occupied facilities, before beginning work, provide owners, tenants, and child-care facilities with a copy of EPA's lead hazard information pamphlet Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools and document compliance with this requirement; EPA's pre-renovation disclosure form.
- Ensure that lead hazard reduction be performed according to 24 CFR 35.930 on units testing positive and ongoing maintenance, monitoring and cleaning be ongoing for properties that maintain a relationship with the County/cities.
- Ensure that contractors follow three simple procedures:

  1. Contain the work area. The area should be contained so that dust and debris do not escape from that area. Warning signs should be put up and heavy-duty plastic and tape should be used as appropriate: Cover the floors and any furniture that cannot be moved. Seal off doors and heating and cooling system vents. These will help prevent dust or debris from getting outside the work area. 2. Minimize dust. There is no way to eliminate dust, but some methods make less dust than others do. For example, using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them are techniques that generate less dust than alternatives. 3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area

should be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include using a HEPA vacuum to clean up dust and debris on all surfaces, followed by Wet-mopping with plenty of rinse water.

The City will also integrate into its housing policies and programs the Final EPA Renovation & Remodeling Rule implemented on April 22, 2010. The Final Rule will ensure that persons performing renovations and dust sampling are properly trained; renovators, dust sampling technicians and firms performing these renovations are certified; lead-safe work practices are followed during renovations; providers of renovation and dust sampling technician training are accredited; and owners and occupants of target housing and child-occupied facilities receive information on lead-based paint hazards before renovations begin. The purpose of integrating the Final Rule into policies and procedures is to reduce potential exposure to dangerous levels of lead resulting from disturbing lead-based paint in older housing.

Actions planned to reduce the number of poverty-level families

The anti-poverty strategy is the unifying thread that ties the housing, homeless, public housing and non-housing community development strategies together as one comprehensive plan for reducing the number of poverty-families. The strategic plan, goals and objectives noted throughout this document promote self-sufficiency and empowerment.

The City of Cocoa will coordinate efforts among its many partner organizations to ensure that the goals outlines in the Consolidated Plan are met within the one year Action Plan. These partners include the Housing Authority of the City of Cocoa, neighborhood residents, representatives of health and human service agencies, businesses, faith based organizations, non-profit and for-profit developers, and local lenders.

The key goals of the City's anti-poverty strategy and five year Consolidated Plan are as follows: provision of adequate and affordable housing; neighborhood stabilization; elimination of substandard housing; and the availability of special needs housing.

The following are CDBG public service agencies and percentage of area to be served in FY 2019-2020: Community Services Council (Meals on Wheels and Congregate dining) - 95% of $9,623 will be expended in target areas; Central Brevard Sharing Center (Nutritional meals at center) - 100% of $11,000 will be expended in target areas; and Salvation Army (Shelter and meals provided to victims of domestic violence) - 100% of $6,000 will be expended in target areas.

Cocoa is a city of approximately 19,286 persons (2018 BEBR) with a disproportionate share of public housing units. Currently, the Cocoa Housing Authority manages 149 Section 8 Housing Choice Vouchers and owns and operates 327 public housing units. Barlow Homes has 37 units that serve elderly and families. Peachtree Manor has 40 units that serve families. Pineda and Moore Homes have 250 units that

serve the elderly and families.

It is anticipated by late-2019, closing will have taken place, renovation to be completed on low-income housing tax credit (LIHTC) funding and the HUD RAD conversion, which converts subsidy funding from Public Housing to Project Based Rental Assistance (PBRA), will be complete for 327 units. At this time 144 units are complete, the second phase of 183 units are to be completed for late summer 2019. The LIHTC funding will allow for extensive rehabilitation of all 327 housing units.

The Housing Authority of the City of Cocoa (HACoC) was established in 1953 with the construction of Barlow Homes and the Peter Young Complex. In 1961-65, three (3) additional projects were added: Peachtree Manor, Brockington Home, and the Pineda Homes/Moore Homes Complex. The area is one of two primary traditional African American settlement sites dating back to the early 1900's, and at one time was blessed with a thriving neighborhood-serving commercial corridor, Stone Street. In 1997, the area was designated a Community Redevelopment Area, called Diamond Square CRA; and in 2003, was designated as a Florida Enterprise Zone (EZ 0501).

Actions planned to develop institutional structure

The City of Cocoa will continue to seek and provide training for staff that promotes efficiency and effectiveness in the administration of the CDBG and HOME Programs. Training shall include venues offered by HUD, the Florida Community Development Association, fair housing organizations, and the Florida Housing Coalition, etc. In addition, the City will continue to build relationships with non-profit and for-profit housing providers and developers to support and enhance its housing development strategy. Finally, the City will continue to work collaboratively with municipalities, non-profit and private entities throughout the State to develop and strengthen its capacity to carry out programs within the City. City staff attends the three (3) community redevelopment agency meetings to improve services and quality of life for the residents of the city.

Actions planned to enhance coordination between public and private housing and social service agencies

The existing coordination of services, specifically between public and private housing has been enhanced with the creation of the Brevard County HOME Consortium whose members include Brevard County, and the cities of Cocoa, Titusville, Melbourne and Palm Bay. Additionally, in an effort to facilitate communication with other local housing nonprofit organizations, the members of the Consortium convene monthly to share federal and state housing program updates and to engage in discussions of local housing programs and initiatives.

Within Cocoa, there are a number of social service agencies and churches that provide homeless assistance programs which include preventive services, short-term/long-term housing/ and emergency food, clothing and financial assistance. The following is a list of primary agencies supported by the City of

Cocoa as well as the Brevard Homeless Coalition (BHC) which provide services to the homeless population:

Brevard County Family & Children Services - Provides food, counseling, and emergency financial assistance that includes rental, utilities, medical, lodging, and transportation expenses.

Central Brevard Sharing Center – Provides food, clothing, emergency rent, utility, and medical financial assistance on a daily basis.

Housing for the Homeless of Brevard County - WIN (When-In-Need) Program - Provides 22 apartment homes in Cocoa for homeless and special needs. Twelve (12) units provide permanent long-term affordable housing for persons with mental illness and other special needs; ten units provide transitional housing for homeless, special needs individuals and families with children. The remaining two units are used for the provision of special services such as counseling and miscellaneous support services.

Early Learning Coalition of Brevard - Assists working parents in finding and paying for childcare services, and offers parenting classes and support groups for teen mothers.

Crosswinds Youth Services – Programs for children and young people and their families including Comprehensive Assessment of Troubled Under-Aged Individuals; Emergency Youth Crisis Shelter; 24-Hour Crisis, Info & Referral Line, Community Counseling; Transitional Living Program; Foster Care; Intensive Delinquency Diversion Services; Juvenile Assessment Center; Project Safe Place; and Brevard Job Link Youth Services.

The Salvation Army - Provides emergency food, clothing, counseling, and financial assistance for rent, utilities, and medical prescription.

The Salvation Army Domestic Violence Shelter - Provides food, clothing, counseling and housing for women and children of domestic violence.

Catholic Charities of Central Florida - Provides counseling services, short term emergency financial assistance, transitional housing, pregnancy counseling and adoption services, and a food pantry.

The City will continue to partner and support the above listed agencies to address the specific objectives of the Strategic Plan which are to:

- help low income families avoid homelessness;
- establish facilities for substance abusers, mentally ill, and dually diagnosed; and support case management services for ex-offenders;
- support activities to fill gaps in Brevard County's Continuum of Care;
- respond to urgent community needs; and
- increase permanent supportive housing and transitional beds for persons with special needs to

include housing for unaccompanied homeless youth.

Discussion

The City of Cocoa will use its limited financial resources to address the needs identified in this plan. See attached budget sheet for FY2019-2020.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City of Cocoa receives an annual allocation of CDBG funds as an entitlement city. HOME funds are received as part of the Brevard County HOME Consortium. The questions below have been completed as they are applicable.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	894,000
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

Discussion

At this time, the City of Cocoa does not anticipate receiving Program Income, surplus funds from urban renewal settlements, grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan, or income from float-funded activities during FY2018-2019. The City of Cocoa applied for a Section 108 Loan Guarantee in the amount of $894,000.

OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: B-19-MC-120003

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Cocoa

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000292

* c. Organizational DUNS: 0791956080000

d. Address:

* Street1: 65 Stone Street
Street2:
* City: Cocoa
County/Parish:
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 32922-7982

e. Organizational Unit:

Department Name: Community Services

Division Name: Housing & Neighborhood Service

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs.
* First Name: Nancy
Middle Name: Ann
* Last Name: Bunt
Suffix:

Title: Community Services Director

Organizational Affiliation: City of Cocoa

* Telephone Number: (321) 433-8511
Fax Number: (321) 433-8543

* Email: nbunt@cocoafl.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

City of Cocoa

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant (CDBG) Entitlement Grant

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

This CDBG Application includes administration; fair housing testing, training and outreach, public services; and public facilities and improvements

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 15 * b. Program/Project: 15

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2019 * b. End Date: 09/30/2020

18. Estimated Funding ($):

* a. Federal	177,490.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	177,490.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Jake

Middle Name:

* Last Name: Williams

Suffix: Jr.

* Title: Mayor

* Telephone Number: (321)433-8488 Fax Number: (321)433-8498

Email: jwilliams@cocoafl.org

* Signature of Authorized Representative: * Date Signed: 05/22/2019

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

   Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Cocoa	05/22/2019

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

_____ _____

Signature of Authorized Official Date

Mayor

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2019 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

Mayor

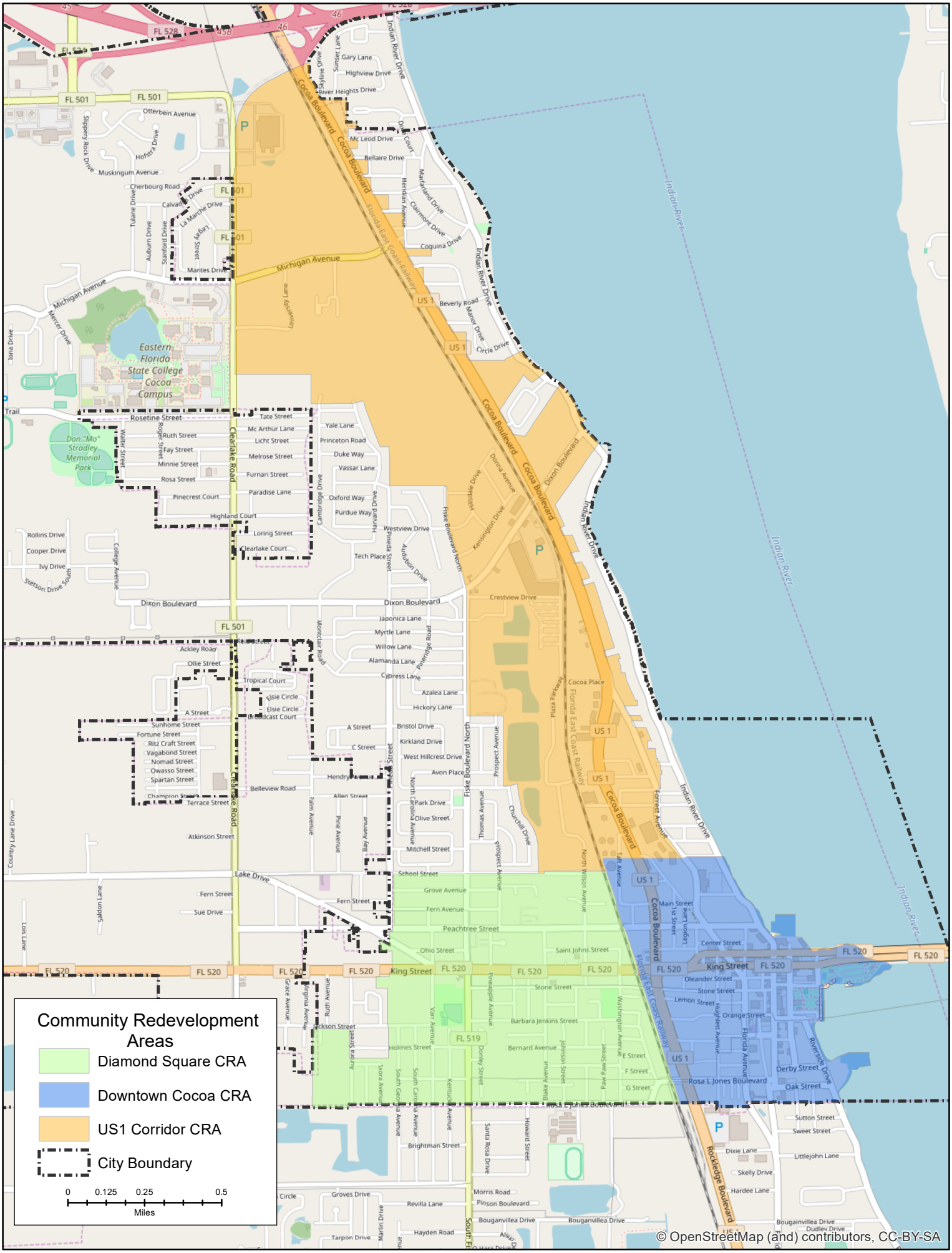
Title

APPENDIX TO CERTIFICATIONS

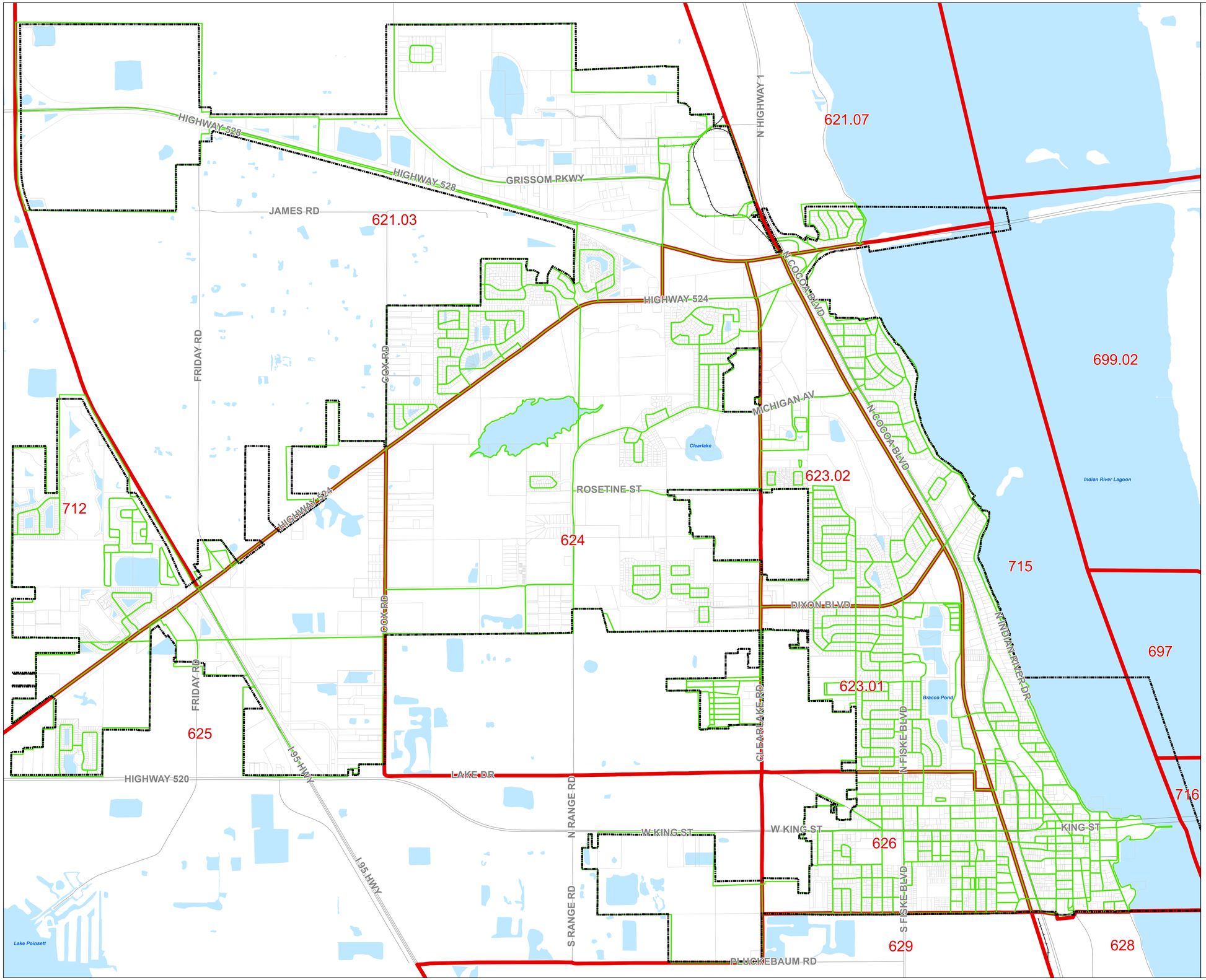
INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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


Community Redevelopment Areas
Diamond Square CRA
Downtown Cocoa CRA
US1 Corridor CRA
City Boundary
0
0.125
0.25
0.5
Miles
Cocoa Boulevard
Florida East Coast Railway
Michigan Avenue
Dixon Boulevard
King Street
Clearlake Road
Fiske Boulevard North
Indian River Drive
Indian River
Rockledge Boulevard
Eastern Florida State College Cocoa Campus
Don "Mo" Stradley Memorial Park
FL 501
FL 520
FL 519
US 1
FL 528
© OpenStreetMap (and) contributors, CC-BY-SA

City of Cocoa 2010 Census Tracts and Blocks



Map Symbols

- Cocoa Parcels
- Cocoa Census Blocks
- Cocoa Census Tracts

N

0 0.25 0.5 1 Miles

City of Cocoa GIS - 2012

Disclaimer: GIS maps are for reference purposes only and do not replace official documents.

CITY OF COCOA CENSUS TRACTS FY 2019/2020

Tract	Blckgrp	Low	Lowmod	Lmmi	Lowmoduniv	Lowmod_pct	Note
062103	2	95	215	630	1300	16.54%	*
062103	3	350	1165	1920	2665	43.71%	*
062103	4	610	655	970	1055	62.09%	*
062103	5	105	475	835	1820	26.10%	*
062107	1	235	395	740	1610	24.53%	*
062301	1	1100	1310	1635	1800	72.78%	*
062301	2	770	870	1110	1130	76.99%	*
062301	3	205	420	680	805	52.17%	*
062302	1	715	1090	1220	1505	72.43%	All City
062302	2	490	630	775	840	75.00%	*
062302	3	520	670	695	720	93.06%	*
062400	1	545	1140	1670	2035	56.02%	*
062400	2	595	775	1110	1295	59.85%	*
062400	3	1765	2125	2325	2500	85.00%	*
062500	1	335	570	700	1120	50.89%	*
062500	3	960	1275	1370	1605	79.44%	*
062600	1	530	755	795	820	92.07%	All City, Section 108 Loan
062600	2	940	1085	1135	1200	90.42%	*
062600	3	770	830	1075	1385	59.93%	*
071500	2	225	290	420	855	33.92%	All City

FINAL STATEMENT OF CDBG PROJECTS FOR FY 2019-2020

(Allocation consists of $177,490)

PUBLIC SERVICES:	
Community Services Council (*meals on wheels & seniors at lunch)*	$ 9,623
Central Brevard Sharing Center (*community kitchen)*	$11,000
Salvation Army (*meals in domestic violence shelter)*	$ 6,000
CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:	
Park improvements to Dr. Joe Lee Smith	$65,369
Repayment of Section 108 Loan the City is currently applying for	$50,000
CDBG ADMINISTRATION:	
CDBG Administration and Operational funds	$34,498
Fair Housing Education & Outreach	$ 1,000

TOTAL CDBG FUNDS:	**$177,490**

FINAL STATEMENT OF HOME PROJECTS FOR FY 2019-2020

(Allocation consists of $65,872.88)

HOUSING: CHDO/Housing Activity	$60,603.05
HOME Administration and Operational funds	$ 5,269.83

TOTAL HOME FUNDS:	**$65,872.88**

FLORIDA TODAY
FLORIDA ...com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003508980
Pymt Method Invoice
Net Amt: $208.96

Run Times: 1

No. of Affidavits: 1

Run Dates: 04/18/19

Text of Ad:

AD#3508980, 4/18/2019

NOTICE OF PUBLIC HEARING
CITY OF COCOA'S PROGRAM YEAR 2019/2020
CDBG & HOME ACTION PLAN PROPOSED FINAL STATEMENT OF OBJECTIVES
AND USE OF FUNDS

The City of Cocoa expects to receive $177,490 in Community Development Block Grant (CDBG) Entitlement funds and $65,872.88 in HOME Investment Partnership funds for Program Year 2019-2020. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, public facilities and improvements, or demolition and clearance. In addition, the Consolidated Plan allows jurisdictions to develop strategies for a five (5) year period, using combined funding sources, to address housing and community needs. The Cocoa City Council will hold a second and final public hearing on Wednesday, May 22, 2019 at 6:00 pm in Council Chambers, located at 65 Stone Street to make available for final comments on the final statement of objectives and projected use of funds for program year 2019-2020 Action Plan.

The purpose of the City's Community Development Block Grant Program is the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low/moderate income. The HOME program funds support housing and housing related services provided to low/moderate income households.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR PROGRAM YEAR 2019-2020

PUBLIC SERVICES:	
Community Services Council (meals on wheels & seniors at lunch)	$ 9,623
Central Brevard Sharing Center (community kitchen)	$11,000
Salvation Army (meals in domestic violence shelter)	$ 6,000
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epayment of Section 108 Loan the City is currently applying for	$50,000
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HOUSING: CHDO/Housing Activity	$60,603.05
HOME Administration and Operational funds	$ 5,269.83
TOTAL HOME FUNDS	$65,872.88

Final grant allocations have been awarded and project funding has been adjusted based on final grant allocation.

Copies of the City of Cocoa's 2019-2020 CDBG & HOME ACTION PLAN & PROPOSED PROJECTS will be available at City Hall, Community Services Office, 65 Stone Street and at the Central Brevard County Library, at 308 Forest Avenue, Cocoa, Florida as of April 18, 2019. All citizens are invited and encouraged to make oral or written comments beginning April 18, 2019 through May 22, 2019 and to attend the final public hearing on May 22, 2019. Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Ibis Berardi at the City of Cocoa at (321) 433-8520 within 72 weekday hours of the hearing. Written comments must be submitted in person or by mail. Oral comments will also be accepted at the public hearing scheduled for Wednesday, May 22, 2019.

Legal Notices

AD#3508980, 4/18/2019

NOTICE OF PUBLIC HEARING
CITY OF COCOA'S PROGRAM YEAR 2019/2020
CDBG & HOME ACTION PLAN PROPOSED FINAL STATEMENT OF OBJECTIVES
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AD#3490860, 4/11, 4/18/2019
CITY OF COCOA
INVITATION TO BID

Sealed bids will be received at the office of the Purchasing Manager of the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until 2:30 pm, Thursday, May 9, 2019 and will be publicly opened and read aloud at 3:00 pm that same day, at Cocoa City Hall, in the third floor conference room, for the following:

SELLERS WRF SLUDGE VALVE REPLACEMENTS

BID # B-19-15-COC

DOCUMENTS AVAILABLE
ON DemandStar APRIL 8, 2019

The work to be bid consists of furnishing all labor, transportation, services, and incidentals; and performing all work specified in the bid documents. All work performed shall be in accordance with the specifications and contract documents pertaining thereto, which may be examined at the office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida. Copies of all documents, including blank bid form, may be obtained from DemandStar by visiting their web site at http://[redacted]emandStar.com, or by phone at [redacted]711-1712. You may contact the Ci[redacted] Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email: purchasing@cocoafl.org

APR 18 2019

Legislation Details (With Text)

File #:	19-214	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Public Hearing
File created:	5/6/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Approve the Fourth Modification to the Adamson Creek Binding Development Agreement between the City of Cocoa and DR Horton Inc. and authorize the City Manager to execute the same, provided that a revised performance bond in a form approved by the City Attorney is first received. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment A 4th Modification to DA Adamson Creek Amenities Attachment B HOA Adamson Creek minutes 4.23.19 Attachment C Legal Ad ADAMSON CREEK BINDING DEVELOPMENT Attachment D sketch of amenities at Adamson Creek				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 6, 2019
Agenda Date: May 22, 2019
Prepared By: Nancy A. Bunt, Community Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM
Requested Action:
Approve the Fourth Modification to the Adamson Creek Binding Development Agreement between the City of Cocoa and DR Horton Inc. and authorize the City Manager to execute the same, provided that a revised performance bond in a form approved by the City Attorney is first received.

BACKGROUND:

DR Horton, Inc. (the Developer) for the Adamson Creek Planned Unit Development (PUD) requests a fourth modification to the subdivision's planned amenities (Attachment A). The developer desires to modify the Amenity Schedule to allow for the construction of specific amenities that the Developer believes may be enjoyed by more residents and with fewer ongoing maintenance costs and impacts to wetlands.

Area - Phase	4th Modification - 2019	Deleted from Amenities:
Tract F, G, E - Phase 1A Tract D - Phase 1B	Fish Stocking in Lake	
Tract E - Phase 1A	12' x 12' Observation Deck	

powered by Legistar™

Tract M - Phase 1A	Larger than 10' x 10' Tot Lot 16' x 24' Covered Pavilion Bike Rack Grills Trash Receptacles	10' x 10' Tot Lot 15' x 24' Covered Pavilion

The addition of the fish stocking within the four (4) lakes, construction of the observation deck, and substitution of the larger tot lot and covered pavilion will assist the developer with their overall Planned Unit Development (PUD) open space requirements. It should be noted that the developer has raised concerns over Tract R which currently has a proposed boardwalk over the wetlands area. The developer will work with staff to propose a fifth modification to the amenities schedule, to ensure the 20 percent open space requirements of the PUD are met if the boardwalk amenity is removed.

The revised amenities schedule was presented at the Adamson Creek subdivision's April 23rd HOA meeting. The proposed changes were well received by the HOA Board and residents in attendance. A copy of the HOA meeting proceedings are provided (Attachment B). In addition, the Developer broadly notified Adamson Creek residents that the Developer is seeking approval of the revised amenities at this Council Meeting.

The original developer (Adamson Creek Investment, LLC) proposed to build a 154 single family home subdivision with shared open space and recreational amenities in June 2006. The issuance of the first Certificate of Occupancy (C.O.) was contingent on the completion of all proposed open space and recreational areas. Market conditions later required the Developer to restructure the project in three (3) separate phases: Phase 1A, Phase 1B, and Phase 1C. The March 13, 2007 restructuring of the development plans required the completion of open space and recreational improvements before the issuance of the tenth (10th) C.O.

In December 2008, the City and the Developer amended the Binding Development Agreement for the second time to develop an amenities schedule. The Agreement set timeframes for the completion of improvements by tract location and phase, before the issuance of a specified number of C.O.'s. One of the agreement requirements was the construction of the following Tract M improvements: tot lot, covered pavilion, picnic table, grills, basketball court, soccer fields, and sidewalks, before the issuance of the 75th C.O. in Phase 1A. Another requirement of that agreement was construction of the following Tract K improvements: half-court basketball court and concrete sidewalk before the 10th C.O. in Phase 1B.

The Development Agreement was first modified in June 2010 to revise the amenities completion targets, one of which was Tract M improvements, prior to the issuance of the 125th C.O. The completion timeframe for Tract M improvements was later adjusted to prior to the issuance of the 154th C.O. with a second modification of the agreement in June 2014. The previous performance bond was tied to the amenity schedule in the Second Modification and was executed by Gibraltar Residential.

The third Modification to the Development Agreement was necessitated by concerns from the residents about noise and the cost of maintaining the basketball courts and soccer field. The substitution of the amenities from two basketball courts and a soccer field with goals to a play area, multi-use field, youth playground and fitness course was approved by City Council on November 28, 2018.

The fourth Modification to the Development Agreement (Attachment A) will be executed and recorded upon the City's receipt of a new performance bond with DR Horton Inc., the current developer, to

secure the remaining revised amenities.

STRATEGIC PLAN CONNECTION:

The proposed revisions are consistent with the Strategic Plan Issues, Goals, and Objectives related to improving Physical and Emotional Image and Fiscal Sustainability.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council approved the Final Development Plans and Plat for the Adamson Creek Phase I PUD at its June 27, 2006 meeting. A revised Final Development Plans and Plat for Phase 1A was approved at the March 13, 2007 Council Meeting. City Council entered into a Binding Development Agreement with Adamson Creek Investments, LLC in December 2008, to allow the phasing of open space and recreational improvements. The first Modification to the Binding Agreement was approved at the June 21, 2010 Council Meeting, to alter timing of community amenities. The second Modification to the Binding Agreement was approved by City Council on June 17, 2014. The third Modification to the Binding Agreement was approved by City Council on November 28, 2018.

RECOMMENDED MOTION:

Approve the Fourth Modification to the Adamson Creek Binding Development Agreement between the City of Cocoa and DR Horton Inc. and authorize the City Manager to execute the same, provided that a revised performance bond in a form approved by the City Attorney is first received.

PREPARED BY AND RETURN TO:
Anthony A. Garganese, Esq.
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, FL 32802-2873

FOURTH MODIFICATION TO ADAMSON CREEK BINDING DEVELOPMENT AGREEMENT

(RECREATION & OPEN SPACE SCHEDULE FOR
PHASE ONE-A, ONE-B & ONE-C)

THIS FOURTH MODIFICATION TO BINDING DEVELOPMENT AGREEMENT ("Fourth Modification") is made and executed this ____ day of May, 2019 by and between the City of Cocoa, Florida, a Florida municipal corporation ("City") whose address is 65 Stone Street, Cocoa, Florida 32922 and D.R. Horton, Inc., a Delaware corporation authorized to conduct business in Florida ("Developer"), whose corporate headquarters is located at 1341 Horton Circle, Arlington, TX 76148.

W I T N E S S E T H

WHEREAS, Developer is the owner of the real property subject to that Binding Development Agreement ("Agreement") dated December 10, 2008, recorded in Brevard County Official Record Book 5903, Page 6559, as modified by that Modification to Binding Development Agreement ("Modification"), dated June 21, 2010, recorded in Brevard County Official Record Book 6192, page 2697, and as further modified by that Second Modification to Binding Development Agreement, dated June 24, 2014, recorded in Brevard County Official Record Book 7156, Page 999, and as further modified by that Third Modification to Binding Development Agreement, dated November 30, 2018, recorded in Brevard County Official Record Book 8408, Page 1501 for the development of 154 single family homes and associated open space and recreational amenities for the Adamson Creek Phase 1 PUD ("the Project"); and

WHEREAS, the Agreement incorporated an initial schedule for the design and construction of the Project's various open space and recreational facilities, which was then revised by the Modification, the Second Modification, and the Third Modification ("Proposed Amenity Schedule");

WHEREAS, the Developer desires to further modify the Proposed Amenity Schedule to allow for the construction of specific amenities that Developer believes may be enjoyed by more residents and with fewer ongoing maintenance costs and impacts to wetlands; and

WHEREAS, the proposed modifications to the Proposed Amenity Schedule were presented to and approved by the residents of the Adamson Creek Phase I PUD at their April 23, 2019, Homeowner's Association Meeting and notice that the City Council would consider this Fourth

Modification at its May 22, 2019 meeting was further afforded to Adamson Creek residents; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 **Recitals.** The foregoing recitals are hereby incorporated herein by reference and deemed a material part of this Fourth Modification.

2.0 **Modification of Agreement.** The City and Developer agree to the modified Proposed Amenity Schedule set forth in **Exhibit "A,"** attached hereto and fully incorporated herein by this reference, which shall replace and supersede in its entirety any previously approved and agreed-to schedule, provided that a revised performance guarantee is secured and filed with the City as provided in Section 3.0 below.

3.0 **Performance Guarantee.** Developer shall be responsible for securing and filing with the City a revised performance guarantee for the construction of the Project's required open space and recreational facilities ("Amenities") set forth in **Exhibit "A."** The form of the performance guarantee shall consist of a performance bond issued by a surety licensed to do business in the State of Florida. The performance guarantee shall be subject to the approval of the City Attorney and the City's engineer as to form and manner of execution. Subject to approval by the City's engineer, the amount of the performance guarantee shall be equal to one hundred and ten percent (110%) of the amount of the Project engineer's maximum estimate or alternative bid estimates for the uncompleted Amenities. The effective period of the performance guarantee shall be until the City has issued a written certificate of completion for the required Amenities. During the effective period of the performance guarantee, the City's engineer may reduce the amount of the performance guarantee to account for improvements covered by the guarantee which release shall not be unreasonably withheld, conditioned or delayed that have been issued a certificate of completion by the City's engineer, subject to the form of release being approved by the City Attorney. The City shall fully release the performance guarantee upon Developer's complete construction of the Amenities. Whenever Developer fails to construct the Amenities according to applicable approved development orders and/or the Proposed Amenity Schedule set forth in **Exhibit "A,"** the City may, upon written notice to the parties to the performance guarantee instrument, declare the performance guarantee to be in default and exercise the City's rights thereunder, including reasonable attorney's fees and costs expended by the City related to the default. Upon default, no further development orders or other approvals shall be granted for the Project until the City determines that adequate progress has been made toward the completion of the Amenities.

4.0 **Recordation.** Upon full execution by both parties hereto and upon the City's receipt of the revised performance guarantee, this Fourth Modification shall be recorded in the public records of Brevard County, Florida, and shall run with the land.

5.0 **Notice.** Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:
John A. Titkanich, Jr. AICP
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For D.R. Horton, Inc.

Keith Williams, Division President
D.R. Horton, Inc.
1430 Culver Drive, NE
Palm Bay, FL 32907

with a copy to:

Charbel J. Barakat, Florida Regional Counsel
D.R. Horton, Inc.
12602 Telecom Drive
Tampa, FL 33637

Either party may freely modify their respective contact person and address contained in this paragraph 5.0 by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

6.0 **Miscellaneous.** All terms and conditions of the Agreement, Modification, Second Modification, Third Modification and any other development approvals by the City for the Project, which are not expressly and specifically modified by this Fourth Modification, shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Modification to Binding Development Agreement as of the date first above written.

ATTEST:

CITY OF COCOA,
a Florida municipal corporation.

_____
Carie Shealy, City Clerk

_____
Jake Williams, Jr., Mayor

WITNESSES:

D.R. HORTON, INC.,
a Delaware corporation.

_____
Print Name: _____

By:_____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this____day of _____, 2019 by_____as_____of D.R. Horton, Inc., a Delaware corporation, ____ who is personally known to me or ____ who has produced _____as identification.

_____
Notary Public, State of _____
My Commission Expires: _____

EXHIBIT A
PROPOSED AMENITY SCHEDULE

4th Modification to the Amenity Schedule

ITEM	TIMEFRAME
Tract A & B (Ph. 1A)	
Entry Monuments & Landscape	Completed
Tract F (Ph. 1A)	
5' Concrete Sidewalk	Completed
12' x 12' Observation Deck	
Fish stocking in lake	To be constructed before the 10th C.O. in Ph. 1B
Tract G (Ph. 1A)	
5' Sidewalk	Completed
12' x 12' Observation Deck	
Fish stocking in lake	To be constructed before the 10th C.O. in Ph. 1B
Tract E (Ph. 1A)	
Fish stocking in lake	To be constructed before the 10th C.O. in Ph. 1B
12'x12' Observation Deck	
Tract M (Ph. 1A)	To be constructed before 154th C.O.
5' Concrete Sidewalk	
Bike rack	
Larger than 10' x 10' Tot Lot	
16' x 24' Covered Pavilion	
Picnic Table	
10 station fitness course	
Benches	
Larger playground	
Multi-Use Field	
Grills	
Trash receptacles	
Tract J (Ph. 1A)	
Pool	Completed
Deck	
Fence (PVC)	
Cabana	

8'8" x 16' Bus Shelter	
Tract D (Ph. 1B)	To be constructed before the 10th C.O. in Ph. 1B
5' Concrete Sidewalk	
12' x 12' Observation Deck	
Fish stocking in lake	
Tract K (Ph. 1B)	To be constructed before the 25th C.O. in Ph. 1B
5' Concrete Sidewalk	
Open lot area for play	
Tract L (Ph. 1C)	To be constructed before the 10th C.O. in Ph. 1C
5' Concrete Sidewalk	
15' x 24' Covered Pavillion	
Picnic Table	
Grills	
Tract H (Ph. 1C)	To be constructed before the 10th C.O. in Ph. 1C
5' Concrete Sidewalk	
12' x 12' Observation Deck	
Tract R (Ph. 1C)	To be constructed before the 75th C.O. in Ph. 1C
5' Mulch Path	
Tract O, I, & N (Ph. 1C)	To be constructed before the 10th C.O. in Ph. 1C
5' Concrete Sidewalk	
12' x 12' Observation Deck	

Adamson Creek Homeowners Association Inc.

Board of Directors Meeting Minutes April 23, 2019 at 3:00 P.M.

Board of Directors Meeting Minutes held at the Cocoa Library at 308 Forrest Avenue Cocoa, Fl. 32922 Room 2.

Meeting was called to order at 3:04 PM.

In attendance: Sonja Pedretti representing DR Horton, Van Moore and Jodi Bradley attended representing APM. Management company.

Approx. 10 owners were in attendance.

Proof of notice: Notice was posted on pool gate and email blasted to the owners in the community 48 hours prior to the meeting.

New Business:

Fishing Pier – Sonja presented a plan of the revised amenity. She stated that a pier was going to be put in on the large lake in Section C of the development and stock the lakes with fish. This will be in place of the walkway originally designed.

All homeowners in attendance were in favor of the pier and stocking the ponds with fish.

Meeting adjourned at 4:15 PM

Classified Ad Receipt
(For Info Only - NOT A BILL)

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003559276
Pymt Method Invoice
Net Amt: $139.27

Run Times: 1

No. of Affidavits: 1

Run Dates: 05/15/19

Text of Ad:

AD#3559276, 5/15/2019
CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER
THE FOLLOWING:

ADAMSON CREEK BINDING
DEVELOPMENT AGREEMENT
Approve the fourth modification to the Adamson Creek Binding Development Agreement between the City of Cocoa and DR Horton, Inc, provided that a revised performance bond in a form approved by the City Attorney is first received. The fourth modification will amend the Amenity Schedule for the Adamson Creek Planned Unit Development.

CITY COUNCIL WILL CONSIDER THE
MODIFIED BINDING DEVELOPMENT
AGREEMENT AT A PUBLIC HEARING
WHICH WILL BE HELD ON
WEDNESDAY, MAY 22, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL COUNCIL
CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Said Development Agreement may be inspected by the public at the City Clerk's Office, located at 65 Stone Street, Cocoa, Florida, prior to the public hearing. Interested members of the public may appear at the public hearing and be heard with respect to the proposed Development Agreement.
City Council reserves the right to continue or postpone hearings to a date certain without re-advertising. Any person who decides to appeal any decision of the City Council with respect to any matter considered at these meetings will need a record of the proceedings and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.
SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FISH STOCKING COUNTS	
FISH TYPE	TOTAL
BLUEGILL	53,800
LARGEMOUTH BASS	5,400
MINNOWS	108,000

INTERSTATE - 95

TRACT V

TRACT N

12'x12' OBSERVATION DECK

TRACT O

TRACT S

TRACT I

25' WETLAND BUFFER (TYP)

TRACT R

EXISTING WETLAND

LARGE PLAYGROUND

TRACT H

12'x12' OBSERVATION DECK

TOT-LOT (MIN. 10'x10')

16'x24' COVERED PAVILLION

TRACT M

TRACT M

PHASE 2 - NOT A PART

15'x24' COVERED PAVILLION

TRACT L

STOCKED FISHING LAKE

TRACT G

12'x12' OBSERVATION DECK (COMPLETED)

EXISTING WETLAND

TRACT E

STOCKED FISHING LAKE

12'x12' OBSERVATION DECK

TRACT T

TRACT F

STOCKED FISHING LAKE

12'x12' OBSERVATION DECK (COMPLETED)

TRACT D

TRACT K

STOCKED FISHING LAKE

12'x12' OBSERVATION DECK

TRACT P

EXISTING WETLAND

TRACT J

TRACT C

ADAMSON ROAD

TRACT B

TRACT A

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

200 0 100 200

(IN FEET)

4TH MODIFICATION AMENITIES	05/13/19
DATE:	04/18/19
DESIGN/DRAWN:	SMG/AH

PROJECT TITLE

ADAMSON CREEK

SHEET TITLE

AMENITY EXHIBIT

DRAFT 05/13/19

PROJECT NO.

11453_200_008

DRAWING NO.

11453

SHEET

1 of 1

I:\Projects Folder\11453\Drawings\11453_200\11453_200_008.dwg May 13, 2019 10:14:09 AM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

Legislation Details (With Text)

File #:	19-237	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Public Hearing
File created:	5/9/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Approval of a Large-Scale Site Plan consistent with Appendix A, Zoning, Article IV, Section 2, to construct a new 18,148 sq.ft. community center building, along with associated parking and stormwater retention, at the site commonly known as the Dr. Joe Lee Smith Community Center, with conditions. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Site Plan (Dr. Joe Lee Smith Center) Exhibit B - Location Map Building floor plan Legal Ad Proof (Site Plan and Tree Permit)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2019
Agenda Date: May 22, 2019
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approval of a Large-Scale Site Plan consistent with Appendix A, Zoning, Article IV, Section 2, to construct a new 18,148 sq.ft. community center building, along with associated parking and stormwater retention, at the site commonly known as the Dr. Joe Lee Smith Community Center, with conditions.

BACKGROUND:

I. Project Information

The City of Cocoa, as the applicant, is requesting approval of a Large Scale Site Plan (Exhibit A) encompassing 2 parcels totaling approximately 3.23 acres of the Dr. Joe Lee Smith Community Center complex as depicted on the location map (Exhibit B).

The City intends to build a new community center on the northern parcel of this property where the current baseball field and playground are presently located. Also, on this parcel are the existing pool and basketball court as well as parking areas. The southern parcel of the community center complex

contains the existing community center building.

The parcels have a future land use designation of REC (Recreation and Open Space). This designation is intended to accommodate existing and planned public and private parks and recreation areas and extensive open space areas such as the golf courses; and similar uses. The Comprehensive Plan allows all zoning districts under the REC future land use designation.

On April 10, 2019, the City Council approved an ordinance which amended the zoning district designation on these 2 parcels from C-W (Commercial Wholesale) and RU-1-7 (Single Family Residential) to INST (Institutional).

The Institutional zoning district was selected as the most appropriate district choice as it provides the closest fit to the present use as well as offering the most compatible future uses for additional development of the site. A “community center” is a principal use under this district as are “public parks and playgrounds”.

Future Land Use:	REC (Recreation and Open Space)
Zoning District:	INST (Institutional)
Existing Land Use:	Dr. Joe Lee Smith Community Center
Council District:	District 1 - Councilmember Alex Goins

Overview of Surrounding Area:

	Future Land Us	Zoning District	Land Use
North	MU (Mixed-Us	C-G (General Commercial)	Commercial and Vacant Land
South	MDR (Medium	RU-1-7 (Single Family Residential)	Single-family Residential & Vacant Land
East	MU (Mixed-Us Density Reside	C-W (Commercial Wholesale) and RU-1-7 (Sir Family Residential)	Single-family Residential & Vacant Land
West	MU (Mixed-Us Density Reside	C-W (Commercial Wholesale) and RU-1-7 (Sir Family Residential)	Single-family Residential & Vacant Land

II. Site Plan Analysis

The Community Services Department’s Planning & Zoning Division and Building & Permitting Division; Public Works, Utilities, Police and Fire Departments have reviewed this application.

Consistency with Code of the City of Cocoa

Consistent with Appendix A, Article XIII, Section 1(D), “All site plans shall be required to meet all current applicable code requirements.”

City staff has reviewed the site plan and determined that there are some criteria related to the City Code that have not been completely satisfied. Staff is recommending all outstanding inconsistencies with the City Code be satisfied as a condition of final site plan approval, with the exception of parking discussed below. These conditions are outlined in detail in the “Recommended Motion”, section at the end of this staff report. None of the remaining issues will substantially impact the overall design, layout or operation of facilities as depicted on the site plan.

Stormwater

The original submittal of the site plan showed stormwater ponds with a 3:1 slope ratio. The Public Works Department comment to the engineer was that this slope was too steep for safe mowing and too steep for the safety of children who might be in the area. The comment was addressed by the engineer with their resubmittal on April 16, 2019 by widening the size of the stormwater ponds and making the depth shallower. By moving the sides out and the bottom up the slope was reduced to a 5:1 ratio around the building and 4:1 for the one stormwater pond on the west side of the parking area.

Parking

As mentioned above, there is an issue with regard to parking spaces for this site plan. The site currently has a total of 47 parking spaces. The new site layout will remove 24 spaces but add back 49 for a net increase of 25 spaces. This will result in a new total of 75 parking spaces on the site.

The inconsistency stems from how the number of parking spaces required for the site is calculated. Specifically the city code provides the following requirements:

For a community center - 1 space for every 300 sq.ft. of gross floor area and 1 bicycle space for every 1,000 sq.ft. of gross floor area (The bicycle spaces are provided on the site plan.)

For a swimming pool - 1 space for every 40 sq.ft. of swimming pool surface area

Basketball court - (none listed)

Adding the new building to the existing uses results in the following spaces required:

New community center bldg.	52
Existing community center bldg.	11
Swimming Pool	80
Total parking spaces:	143

Staff believes that the number of parking spaces required of a swimming pool is not realistic and further that itemizing the uses to arrive at a cumulative total is not a practicable method of calculation in this case. The visitors to this site will likely not arrive to use only one facility before departing. Instead there will be a number of people who park and use the gym and then the pool or who attend an event in the community center and then spend time at the basketball court. In addition, because this community center property is located in the midst of a residential neighborhood, there will be many users of the site facilities who arrive on foot or by bicycle. It is anticipated that the center will be more a “neighborhood” community center.

The Institute of Transportation Engineers “Parking Generation” (3rd Edition) provides a parking standard for a “Recreational Community Center” which is defined as a stand-alone public facility incorporating classrooms, meeting rooms, gyms, swimming pools, basketball and volleyball courts, exercise classes and a restaurant or snack bar. The use is defined separately from a health or fitness club or an athletic club. The parking standard for this use is 3 spaces for every 1,000 sq.ft. of gross floor area. This results in a revised total required spaces of 85. This number also does not fully account for the neighborhood location of this site and the studies used to arrive at this parking standard were over twice the size in square footage. It is therefore likely that the sites used in the studies were more auto dependent locations resulting in a higher generating standard that is appropriate in this case.

Appendix A, Article IV, Section 2 of the Zoning Code provides that the City Council shall be required to authorize all uses of land and development projects on any and all lands owned, leased, or controlled by the City of Cocoa, following a recommendation of the Planning and Zoning Board, public notice and a hearing before the City Council. This Section further provides that nothing in Appendix A- Zoning shall prevent any use of land or any development project on land owned or controlled by the City of Cocoa, provided it has been approved by the City Council. The City Council may override any provision of Appendix A-Zoning upon a finding that the public interest favoring the proposed override outweighs the strict application of Appendix A-Zoning.

It is therefore the recommendation of staff that the City Council approve a waiver of the required parking spaces from 143 spaces to the 75 spaces provided by this site plan as being both a more realistic reflection of the number of spaces needed as well as the greatest number of parking spaces possible on the site without eliminating other uses on the site. Construction of the new community center building with all of its planned amenities and facilities while preserving the existing building shall serve a great public interest and function which is not outweighed by the need for parking spaces.

Concurrency Management/Adequate Public Facilities

Wastewater

There is no defined Level of Service (LOS) for wastewater for a recreational use. However if we apply the “office” and “school” generation of 15 gallons per day per capita, the projected demand on the wastewater system would be 282,495 gallons per day.

The Sellers Plant is currently permitted to treat 4.5 mgd of wastewater per day, and is currently operating at 2.25 mgd. The maximum per day over the past twelve months was 2.249 mgd. Thus, there is sufficient capacity for Wastewater.

Stormwater Management

The Level of Service (LOS) for Stormwater Management is as follows:

Design Storm Event”	25-year frequency/24-hour duration event
On-site Stormwater Management:	Retention of the first one inch of rainfall for areas of more than one acre.
Stormwater Quantity:	Post development Stormwater runoff flow rates, quantities, peaks, and velocities shall be equal to or less than levels that existed prior to development.
Stormwater Quality:	No significant degradation of water quality in receiving water bodies.

Stormwater attenuation capacity and treatment volume has been provided beyond that normally required in order to meet the St Johns River Water Management District nitrogen & phosphorus calculations.

Potable Water

The Dyal Plant provides potable for the City of Cocoa service area and it is currently permitted to operate at 48 million gallons per day (mgd). The maximum provision over the past twelve months is 34 mgd. Thus, there is sufficient capacity for Potable Water.

Solid Waste

The Level of Service (LOS) for the City of Cocoa is 1.2 tons of solid waste disposal per capita per year. The City contracts with Waste Management for the provision of solid waste, providing collection 2 to 6 times per week as needed for non-residential locations. The projected solid waste generated by the new facility will be collected consistent with the adopted level of service standards.

Roadways (Transportation)

The Comprehensive Plan Transportation Element does not provide minimum Level of Service (LOS) standards for either Stone Street or Washington Street. In addition, the Brevard County Transportation Planning Organization does not track the number of vehicle trips on these roadways as they are City streets as opposed to County or State roadways. With that being said, the proposed community center is intended to serve the needs of the local community. Parking on site is being increased to meet the requirements established by the zoning code.

Recreation

The Level of Service (LOS) for Recreation is 1.25 acres per 1,000 population.

Pursuant to the City of Cocoa Comprehensive Plan EAR (October 2010) Data and Analysis, there exists a surplus of 118.34 acres of parks, which was determined to be more than sufficient to meet the needs of the citizens through 2020. The EAR identified the City as having 323.58 acres (including the 165.09 acres Cocoa Conservation Area) available for residents. Thus, the City has sufficient recreation/parks to support the project and maintain the adopted LOS. This project will not add additional recreational acreage to the City's park inventory. Instead it will eliminate some existing recreational facilities at an existing park and replace them with a new community recreation center.

Schools

There being no residential component to this project, school capacity is not required.

III. Planning & Zoning Board Discussion

In their deliberations the Planning & Zoning Board raised concerns related to the amount of available parking for the community center. It was suggested that since there is a basketball court inside the new center that perhaps the outside court could be removed to allow for additional parking spaces. Another suggestion arose after a member of the public suggested the purchase of adjoining parcels to provide for parking spaces. A board member asked if the current community center could be removed to provide parking area, however it was pointed out by another board member that this

option had been raised before and had not been well received by the community at that time. Another board member raised the possibility of redesigning adjoining roadways to create on-street parking as was done on Brevard and Delannoy Avenues in Cocoa Village.

These discussions lead to the Board's recommendation as follows:

Approval of the Large-Scale Site Plan for the Dr. Joe Lee Smith Community Center as depicted on Exhibit A, with the conditions recommended by staff and for the City Council to consider the following parking alternatives as suggested by the Board:

- *Removing facilities, i.e. the outdoor basketball court*
- *One way parking on Barbara Jenkins and Stone St. or potentially Washington Ave.*
- *Acquiring the surrounding vacant lots*

After discussing the Board's recommendations with other city staff it was determined that:

- The outdoor basketball court was widely received during the community meetings and staff did not believe the community would be supportive of removing the outdoor basketball court to add additional parking.
- There was insufficient Right-Of-Way along Stone Street, Washington Avenue or Barbara Jenkins Street to add parallel parking.

STRATEGIC PLAN CONNECTION:

The proposed amendment is consistent with the Strategic Plan issues, goals, and objectives.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The proposed Large-Scale Site Plan was heard at the May 1, 2019 Planning and Zoning Board meeting. The P&Z Board recommended approval with conditions.

RECOMMENDED MOTION:

Approval of the Large-Scale Site Plan for the Dr. Joe Lee Smith Community Center as depicted on Exhibit A, with the following conditions recommended by staff and consideration of the parking alternatives that were listed above as suggested by the Planning & Zoning Board:

Staff Conditions:

1. Planning - Please change the reference from "small scale site plan" to "large scale site plan".

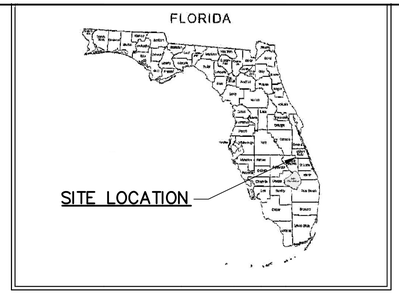
2. Public Works - Grounds

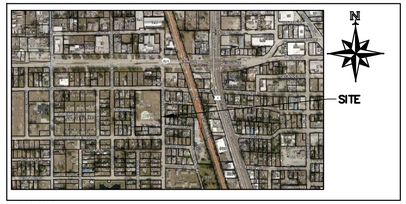
- Add a note: All landscape plants and trees to receive reclaimed drip irrigation. Turf and sod will not be irrigated.
- Remove note about well-based irrigation. Provide for connection to reclaimed water. Most likely located along Stone Street.
- Add a note: Install Irrigation Controller on outside of building.
- Replace Indian Hawthorne with Parsons' Juniper.
- Replace Viburnum with Arboricola Trinnetes.
- Replace Red Mulch with Natural Wood Mulch.
- Re-size oak trees from 30 gallons to 45 gallons
- Re-size crape myrtle trees from 15 gallons to 30 gallons. Specify Standard Crape Myrtles, not multi-trunks.

DR. JOE LEE SMITH COMMUNITY CENTER

WASHINGTON STREET

COCOA, FLORIDA 32922





DIRECTIONS:
TAKE INTERSTATE HIGHWAY I95 EXIT 201, SR 520 (KING STREET) IN COCOA. CONTINUE EAST ON SR 520 FOR 3.7 MILES TO WASHINGTON AVENUE. TURN SOUTH ONTO WASHINGTON AVENUE AND CONTINUE FOR ONE BLOCK TO STONE STREET. SITE IS LOCATED ON THE SW CORNER OF STONE STREET AND WASHINGTON AVENUE.

VICINITY

LEGAL DESCRIPTION
THE EAST 1/2 OF LOT 1, ALL OF LOTS 2,3,4 AND THE "BALLPARK PARCEL", ALL IN BLOCK 12E, AS SHOWN ON THE "AMENDED MAP OF COLLEGE PARK", AS FILED AND RECORDED IN PLAT BOOK 5, PAGE 72 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING ± 3.49 ACRES MORE OR LESS.

GENERAL STATEMENT: CONSTRUCT A NEW DR. JOE LEE SMITH COMMUNITY CENTER. PROPOSED BUILDING WILL BE A SINGLE STORY ±15,708 SF COMMUNITY CENTER WITH ASSOCIATED PARKING, PAVING, SIDEWALKS, DRY RETENTION, FIRE WATER MAIN, WATER SERVICE & SEWER UTILITY CONNECTIONS.

OWNER: CITY OF COCOA
65 STONE STREET
COCOA, FLORIDA 32922

ENGINEER: MONROE ENGINEERING, INC.
P.O. BOX 121094
MELBOURNE, FLORIDA 32912
MR. STEVEN W. MONROE, P.E.
PHONE: 321-544-8177

ARCH.: ARCHITECTS RZK, INC.
600 FLORIDA AVE, SUITE 201
COCOA, FLORIDA 32922
MR. JOHN ZWCK
PHONE: 321-631-8039

SITE ADDRESS: TBD

TAX PARCEL IDENTIFICATION: 24-36-33-00-264 (NORTH LOT)
24-36-33-CC-12-8 (WEST LOT)
24-36-33-CC-12.E-3 (SOUTHWEST LOT)
24-36-33-CC-12.E-2 (SOUTHEAST CORNER LOT)
24-36-33-CC-12.E-1 (SOUTH MIDDLE LOT)

SHEET INDEX:

C-0	COVER SHEET & NOTES
C-1	EROSION & SEDIMENTATION PLAN
C-2	EXISTING SITE & DEMOLITION PLAN
C-3	SITE PLAN
C-4	DRAINAGE & UTILITY PLAN
C-5	SECTION DETAILS
C-6	DETAILS
C-7	UTILITY DETAILS
C-8	UTILITY DETAILS
C-9	FDOT INDEX
C-10	SURVEY
L-1	LANDSCAPE PLAN

⚠2

PAVING & DRAINAGE NOTES:

1. SPECIFICATIONS:
   1.1. ALL NEW CONSTRUCTION SHALL CONFORM TO THE MOST RECENT CITY OF COCOA STANDARD SPECIFICATIONS AND MOST RECENT FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS AND SPECIFICATIONS.

2. STORMWATER PIPE:
   2.1. ALL ROUND RCP STORM PIPE SHALL HAVE BELL & SPIGOT GASKET JOINTS.
   2.2. ALL PIPE JOINTS SHALL BE WRAPPED PER THE APPLICABLE FDOT INDEX.
   2.3. ALL PIPES WITH LESS THAN 24" OF COVER SHALL BE CLASS IV.
   2.4. CONCRETE MITERED ENDS SHALL BE CONSTRUCTED WITH A 4:1 SLOPE PER THE APPLICABLE FDOT INDEX.
   2.5. PIPE MATERIAL SHALL NOT BE SUBSTITUTED WITHOUT PRIOR AUTHORIZATION BY THE ENGINEER. PIPE MATERIAL INSTALLED SHALL BE PER THIS PLAN SET.

3. RESTORATION/STABILIZATION:
   3.1. SOD ALL DISTURBED PERVIOUS AREAS (NOT OTHERWISE PLANNED FOR LANDSCAPE MATERIALS) UNLESS NOTED OTHERWISE WITHIN THIS PLAN SET.
   3.2. SEED AND MULCH ALL DRY RETENTION POND BOTTOMS. DO NOT SOD.
   3.3. RETENTION POND ELEVATIONS & GEOMETRY SHALL BE VERIFIED PER PLAN PRIOR TO SODDING.

4. CONCRETE:
   4.1. STANDARD CONCRETE FOR THIS PROJECT SHALL HAVE A MINIMUM 3,000 PSI COMPRESSION STRENGTH AT 28 DAYS IN ANY SINGLE TEST CYLINDER.

5. DRIVEWAYS, PARKING LOTS, CURBS AND SIDEWALKS SHALL BE CONSTRUCTED PER THE APPLICABLE DETAILS CONTAIN IN THIS PLAN SET. THE MOST STRINGENT MUNICIPAL OR FDOT STANDARD SHALL GOVERN.

CONTRACTOR NOTES:

1. CONTRACTOR & ASSOCIATED SUB-CONTRACTORS SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT NECESSARY AND TYPICAL AS NECESSARY TO COMPLETE CONTRACTORS SCOPE OF WORK.
2. CONTRACTOR SHALL OBTAIN (AND PAY FOR) ALL PERMITS, ALL INSPECTIONS & ALL RE-INSPECTIONS THAT ARE REQUIRED BY THE PERMITTING AGENCY IN CONNECTION WITH THE CONTRACTORS WORK. CONTRACTOR IS RESPONSIBLE FOR ALL ASSOCIATED FEES.
3. CONTRACTOR SHALL COMPLETE CONSTRUCTION WITH THE HIGHEST LEVEL OF QUALITY & WORKMANSHIP WITHIN THE CONSTRUCTION INDUSTRY.

CONTRACTORS RESPONSIBILITY:

1. PRIOR TO CONSTRUCTION CONTRACTOR SHALL:
   1.1. READ ALL PERMITS & NOTE ASSOCIATED CONDITIONS PRIOR TO CONSTRUCTION. ALL CONDITIONS, REQUIREMENTS, INSPECTIONS AND MEETINGS SHALL BE STRICTLY FOLLOWED DURING CONSTRUCTION.
   1.2. CONTRACTOR SHALL SCHEDULE ALL PRE-CONSTRUCTION MEETINGS (UNLESS OTHERWISE REQUIRED BY THE PERMITTING AGENCY) AND IMMEDIATELY NOTIFY THE ENGINEER OF RECORD AS TO MEETING LOCATION AND TIME. ENGINEER WILL ATTEND ALL PRE-CONSTRUCTION MEETINGS IF POSSIBLE.
   1.3. CONTACT SUNSHINE ONE CALL (811) FOR UTILITY LOCATIONS WITHIN THE PROPOSED CONSTRUCTION AREA. EACH CONTRACTOR IS RESPONSIBLE FOR THEIR OWN WORK, CALLING (811) AND OBTAINING LOCATES PRIOR TO CONSTRUCTION.
   1.4. FIELD LOCATE & EXPOSE EXISTING UNDERGROUND UTILITIES IDENTIFIED FOR CONSTRUCTION. THIS MAY INCLUDE, BUT IS NOT LIMITED TO, GAS MAINS, WATER MAINS, WATER SERVICES, IRRIGATION LINES, REUSE WATER MAIN, REUSE IRRIGATION LINES, GRAVITY SEWER, FORCE MAINS, SHUT OFF VALVES, STORM PIPE, UNDERGROUND ELECTRIC, FIBER OPTICS, TELEPHONE, CABLE, ETC.
   1.5. SHALL OBTAIN ALL REQUIRED DEWATERING PERMITS (MUNICIPAL, FDOT, FDEP). CONTRACTOR SHALL CONTAIN, CONTROL AND MONITOR TURBIDITY PRIOR TO DISCHARGE FROM THE SITE.
   1.6. IDENTIFY ANY CONFLICTS OR DISCREPANCIES THAT MAY EXIST. UPON DISCOVERY, NOTIFY THE ENGINEER OF RECORD IMMEDIATELY.

2. DURING CONSTRUCTION CONTRACTOR SHALL:
   2.1. THE CONTRACTOR SHALL COORDINATE THE PROJECT WITH ALL CONSTRUCTION PLANS, TO INCLUDE ARCHITECTURAL, CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, LANDSCAPE, IRRIGATION, PHOTOMETRIC AND FIRE PROTECTION. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER &/OR APPROPRIATE DESIGN PROFESSIONAL IMMEDIATELY UPON DISCOVERY AND LONG BEFORE COMMENCING PLACEMENT.
   2.2. MAINTAIN ALL EROSION CONTROL MEASURES & KEEP ASSOCIATED RECORDS AS REQUIRED BY THE SITE PERMIT. (DAILY, WEEKLY, MONTHLY)
   2.3. NOTIFY THE ENGINEER OF RECORD IN WRITING 48 HOURS AHEAD OF ANY PROPOSED FIELD CHANGES. CONTRACTOR SHALL NOT MAKE ANY FIELD CHANGES TO THE APPROVED CONSTRUCTION PLANS WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER OF RECORD. REQUESTED CHANGES BY THE CONTRACTOR WILL REQUIRE APPROVAL BY THE ENGINEER OF RECORD AND MAY REQUIRE THE APPROVAL OF APPLICABLE PERMITTING AGENCIES PRIOR TO BEING CONSTRUCTED.
   2.4. PROVIDE THE ENGINEER OF RECORD 48 HOURS NOTICE IN ADVANCE OF ANY MEETINGS OR INSPECTIONS THAT REQUIRE THE PRESENCE OF THE ENGINEER.

3. POST CONSTRUCTION CONTRACTOR SHALL:
   3.1. PROVIDE THE ENGINEER OF RECORD WITH A RECORD AS-BUILT DRAWING PRODUCED BY A LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA. THIS AS-BUILT SHALL BE REVIEWED BY THE CONTRACTOR TO CONFIRM THE PROJECT WAS BUILT ACCORDING TO PLAN. ANY DISCREPANCIES SHALL BE CORRECTED IN THE FIELD AND ON THE ASBUILT PRIOR TO FORWARDING TO THE ENGINEER. UNCHECKED ASBUILTS WILL BE REJECTED. UPON REVIEW & APPROVAL, THE ENGINEER WILL PROVIDE THE APPLICABLE PERMITTING AGENCIES WITH AN AS-BUILT CERTIFICATION AS REQUIRED.

PHOTO DOCUMENTATION:

1. THE CONTRACTOR SHALL PHOTOGRAPH ALL EXISTING CONDITIONS ONSITE, OFFSITE AND IN THE RIGHT OF WAY PRIOR TO MOBILIZATION AND CONSTRUCTION START. THIS SHALL INCLUDE ONSITE SIDEWALKS, SIDEWALKS IN THE RIGHT OF WAY, CURBS, DRIVEWAYS, BUILDINGS AND ANY OTHER EXISTING IMPROVEMENTS IN CLOSE PROXIMITY TO THE PROPOSED CONSTRUCTION. CONTRACTOR SHALL PROVIDE ADDITIONAL PHOTOGRAPHS OF AREAS ALREADY DAMAGED.

SURVEYORS ASBUILT SURVEY RESPONSIBILITY (AS APPLICABLE):

1. SURVEYOR SHALL PRODUCE A RECORD AS-BUILT FROM ACTUAL NEW CONSTRUCTION FIELD CONDITIONS. AS-BUILT SHALL BE TITLED "ASBUILT SURVEY."

2. AS-BUILT SURVEYS SHALL BE SIGNED & SEALED BY A LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA.

3. BUILDING(S):
   3.1. PROVIDE LOCATION, PROPERTY TIES, FIELD MEASURED DIMENSIONS, FINISH FLOOR ELEVATION AND DOOR LOCATIONS.

4. PARKING & DRIVE AISLE AREAS:
   4.1. PROVIDE LOCATION AND ELEVATIONS SUFFICIENT TO DETERMINE THE FLOW OF STORM WATER. INCLUDE ANY FLOW LINES OR GRADE BREAKS.
   4.2. PROVIDE CURB LOCATIONS, TYPE & SIZE.
   4.3. PROVIDE LOCATION OF ALL STRIPING & SIGNAGE. DIMENSION PARKING SPACE WIDTHS AND DEPTHS. INCLUDING HANDICAP PARKING SPACE(S) AND SIGNS.

5. SIDEWALKS & WALKWAYS:
   5.1. PROVIDE LOCATION, WIDTH, MATERIAL, ELEVATIONS, GRADE BREAKS AND SUFFICIENT ELEVATIONS TO ACCURATELY DEPICT SLOPES.
   5.2. WERE SIDEWALKS ABUT A PARKING SURFACE BUT ARE ELEVATED, BOTH THE PAVEMENT ELEVATION & WALK ELEVATION SHALL BE PROVIDED.

6. STORM WATER:
   6.1. RETENTION: PROVIDE LOCATION & ELEVATIONS OF ALL STORM WATER TOPOGRAPHIC FEATURES. THIS SHALL INCLUDE TOP OF BANK ELEVATIONS, TOP OF SLOPE ELEVATIONS, TOE OF SLOPE ELEVATIONS, GRADE BREAKS AND IRREGULARITIES CREATED DURING CONSTRUCTION TO DEPICT CONSTRUCTION FIELD CONDITIONS.
   6.2. INLETS: PROVIDE LOCATION, RIM ELEVATION AND ALL INVERT ELEVATIONS.
   6.3. PIPES: PROVIDE SIZE, MATERIAL & LENGTH. INCLUDE ROOF DRAINS.
   6.4. OUTFALL STRUCTURES: PROVIDE RIM ELEVATION, ALL INVERT ELEVATIONS, WEIR ELEVATION, WEIR WIDTH, SKIMMER TOP & BOTTOM ELEVATION.
   6.5. FLUMES: PROVIDE LOCATION, THROAT & BOTTOM ELEVATIONS.

7. SEWER UTILITIES:
   7.1. GRAVITY SEWER: PROVIDE PIPE SIZE, MATERIAL, SLOPE & LENGTH.
   7.2. MANHOLES: PROVIDE LOCATION, RIM ELEVATION AND ALL INVERT ELEVATIONS.
   7.3. CLEANOUTS: PROVIDE LOCATION & INVERT ELEVATIONS OF ALL CLEANOUTS.
   7.4. LIFT STATIONS: PROVIDE LOCATION, DIAMETER SIZE, RIM ELEVATION, BOTTOM ELEVATIONS AND ALL INVERT ELEVATIONS.
   7.5. FORCE MAINS: PROVIDE SIZE, MATERIAL & LENGTH.
   7.3. FORCE MAIN FITTINGS: PROVIDE LOCATION, SIZE, TYPE OF ALL FITTINGS. PROVIDE (2) TIES FROM ABOVE GROUND FEATURES TO ALL UNDERGROUND FITTINGS.

8. WATER UTILITIES:
   8.1. PIPES: PROVIDE SIZE, MATERIAL & LENGTH.
   8.2. FIRE HYDRANTS: PROVIDE LOCATION OF ALL EXISTING & PROPOSED FIRE HYDRANTS THAT HAVE BEEN DEPICTED & ASSOCIATED WITH THIS PROJECT.
   8.3. WATER FITTINGS: PROVIDE LOCATION, SIZE, TYPE OF ALL FITTINGS. PROVIDE (2) TIES FROM ABOVE GROUND FEATURES TO ALL UNDERGROUND FITTINGS.

RECLAIMED WATER: RECLAIMED WATER CONSTRUCTION SHALL COMPLY WITH THE CITY OF COCOA UTILITIES TECHNICAL PROVISIONS AND STANDARD DETAILS MANUAL FOR THE CONSTRUCTION OF RECLAIMED WATER DISTRIBUTION SYSTEMS. (LATEST EDITION)

ALL RECLAIMED WATER IRRIGATION SYSTEM PIPING, FIXTURES AND DEVICES SHALL BE COLOR CODED PURPLE. THE COLOR PURPLE SHALL BE ADDED AS A PIGMENT TO THE MATERIAL AT THE TIME OF MANUFACTURE. ALL RECLAIMED WATER VALVE BOXES, METER BOXES OR SIMILAR DEVICE BOX COVERS SHALL BE LABELED "RECLAIMED WATER" AND COLOR CODED PURPLE.

SEWER UTILITY: SANITARY SEWER CONSTRUCTION SHALL COMPLY WITH THE CITY OF COCOA UTILITIES TECHNICAL PROVISIONS AND STANDARD DETAILS MANUAL FOR THE CONSTRUCTION OF WASTEWATER DISTRIBUTION SYSTEMS. (LATEST EDITION)

WATER UTILITY: WATER DISTRIBUTION SYSTEM CONSTRUCTION SHALL COMPLY WITH THE CITY OF COCOA UTILITIES TECHNICAL PROVISIONS AND STANDARD DETAILS MANUAL FOR THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEMS. (LATEST EDITION)

REQUIRED PERMITS:

1. CITY OF COCOA SITE PLAN APPROVAL REQUIRED.
2. SJRWMD PERMIT REQUIRED.
3. FDEP NOI REQUIRED.

NOTE: FDEP NOI IS REQUIRED FOR ALL SITES > 1 ACRE.

⚠ CITY OF COCOA LARGE SCALE APPLICATION

Always call 811 two full business days before you dig

Sunshine811.com

ALL EXCAVATORS MUST CALL 811 BEFORE THEY DIG: WHETHER IT'S DIGGING WITH A SHOVEL, DIGGING WITH A TRENCHER OR USING EQUIPMENT THAT PENETRATES THE GROUND. IT'S THE LAW.

A MINIMUM OF TWO FULL BUSINESS DAYS BEFORE DIGGING, CALL SUNSHINE 811 TO REQUEST A LOCATE TICKET SO THAT SUNSHINE 811 MEMBERS THAT OWN OR OPERATE UNDERGROUND FACILITIES CAN LOCATE AND MARK THEIR UNDERGROUND FACILITIES NEAR YOUR DIG SITE. IF YOUR DIG SITE IS IN AN AREA THAT IS UNDERWATER, YOU MUST CALL 10 FULL BUSINESS DAYS BEFORE DIGGING. DAY ONE BEGINS THE DAY AFTER YOU CALL.

ALL CONTRACTORS & SUBCONTRACTORS ARE REQUIRED TO CALL AND OBTAIN A LOCATE TICKET FOR THEIR OWN WORK.

Always call 811 two full business days before you dig

Sunshine811.com

*SEE COVER SHEET FOR ADDITIONAL INFORMATION

SUNSHINE 811 LOCATES: PHONE (811) OR (800)432-4770
CITY OF COCOA: PHONE (321) 433-8700

DIGITAL SIGNATURE:

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY STEVEN W. MONROE, P.E. #61778 ON THE DATE APPEARING IN THE DIGITAL SEAL USING A SHA AUTHENTICATION CODE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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MONROE ENGINEERING, INC.
CIVIL ENGINEERING / STRUCTURAL ENGINEERING
P.O. BOX 121094, WEST MELBOURNE, FL. 32912
PE #61778 PHONE: 321-544-8177 CA #32271

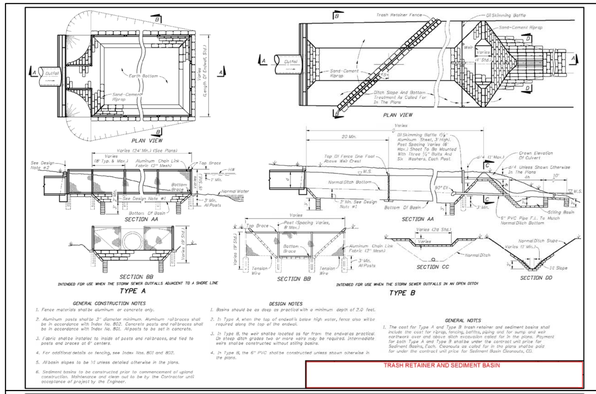
PROJECT: DR. JOE LEE SMITH COMMUNITY CENTER

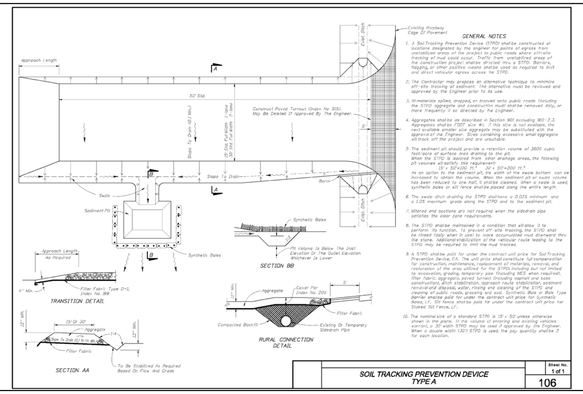
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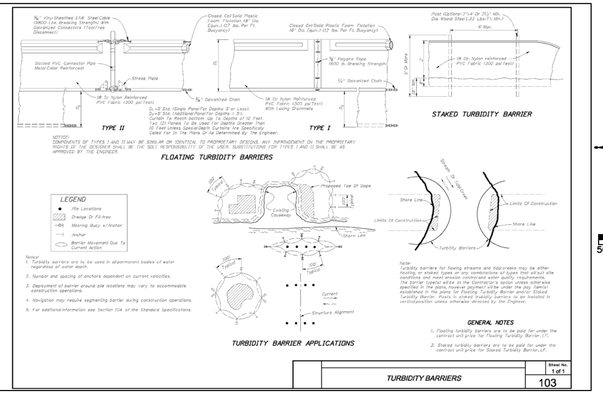
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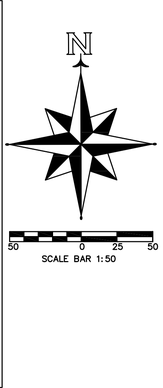
REV.	BY	DATE		JOB NO.
⚠1	SM	12-5-18	ISSUED FOR BID	18-031
⚠2	SM	5-2-19	REV PER CITY OF COCOA	SHEET: 1 OF 12
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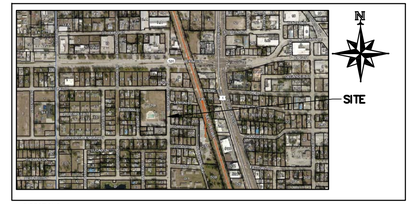
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DIRECTIONS:
TAKE INTERSTATE HIGHWAY 95 EXIT 201, SR 520 (KING STREET) IN COCOA. CONTINUE EAST ON SR 520 FOR 3.7 MILES TO WASHINGTON AVENUE. TURN SOUTH ONTO WASHINGTON AVENUE AND CONTINUE FOR ONE BLOCK TO STONE STREET. SITE IS LOCATED ON THE SW CORNER OF STONE STREET AND WASHINGTON AVENUE.

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CITY OF COCOA: PHONE (321) 433-8700

SEDIMENTATION EROSION MINIMUM STANDARDS:

1. SEDIMENT BASINS AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND–DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UPSLOPE LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE–YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCK PILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MEASURES. THE CONTRACTOR IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL A GROUND COVER IS ACHIEVED THAT IS UNIFORM & MATURE ENOUGH TO SURVIVE AND WILL INHIBIT EROSION.
6. STABILIZATION MEASURES SHALL BE APPLIED TO EARTHEN STRUCTURES SUCH AS DAMS, DIKES AND DIVERSIONS IMMEDIATELY AFTER INSTALLATION.
7. SURFACE RUNOFF FROM DISTURBED AREAS THAT IS COMPRISED OF FLOW FROM DRAINAGE AREAS GREATER THAN OR EQUAL TO THREE ACRES SHALL BE CONTROLLED BY A SEDIMENT BASIN. THE SEDIMENT BASIN SHALL BE DESIGNED AND CONSTRUCTED TO ACCOMMODATE THE ANTICIPATED SEDIMENT LOADING FROM THE LAND–DISTURBING ACTIVITY. THE OUTFALL DEVICE OR SYSTEM DESIGN SHALL TAKE INTO ACCOUNT THE TOTAL DRAINAGE AREA FLOWING THROUGH THE DISTURBED AREA TO BE SERVED BY THE BASIN.
8. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
9. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME OR SLOPE DRAIN STRUCTURE.
10. WHENEVER WATER SEEPS FROM A SLOPE FACE, ADEQUATE DRAINAGE OR OTHER PROTECTION SHALL BE PROVIDED.
11. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAIN SYSTEM, DITCH, OR CHANNEL. ALL STORM SEWER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT–LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
12. BEFORE TEMPORARY OR NEWLY CONSTRUCTED STORMWATER CONVEYANCE CHANNELS ARE MADE OPERATIONAL, ADEQUATE OUTLET PROTECTION AND ANY REQUIRED TEMPORARY OR PERMANENT CHANNEL LINING SHALL BE INSTALLED IN BOTH THE CONVEYANCE CHANNEL AND RECEIVING CHANNEL.
13. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION. NONERODIBLE MATERIAL SHALL BE USED FOR THE CONSTRUCTION OF CAUSEWAYS AND COFFERDAMS. EARTHEN FILL MAY BE USED FOR THESE STRUCTURES IF ARMORED BY NONERODIBLE COVER MATERIALS.
14. WHEN A LIVE WATERCOURSE MUST BE CROSSED BY CONSTRUCTION VEHICLES, A TEMPORARY STREAM CROSSING CONSTRUCTED OF NONERODIBLE MATERIAL SHALL BE PROVIDED.
15. THE BED AND BANKS OF A WATERCOURSE SHALL BE STABILIZED IMMEDIATELY AFTER WORK IN THE WATERCOURSE IS COMPLETED.
16. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
17. UNDERGROUND UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING STANDARDS IN ADDITION TO OTHER APPLICABLE CRITERIA:
    (A) NO MORE THAN 500 LINEAR FEET OF TRENCH MAY BE OPENED AT ONE TIME.
    (B) EXCAVATED MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF TRENCHES.
    (C) EFFLUENT FROM DEWATERING OPERATIONS SHALL BE FILTERED OR PASSED THROUGH AN APPROVED SEDIMENT TRAPPING DEVICE, OR BOTH, AND DISCHARGED IN A MANNER THAT DOES NOT ADVERSELY AFFECT FLOWING STREAMS OR OFF–SITE PROPERTY.
    (D) RESTABILIZATION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THESE REGULATIONS.
18. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND–DISTURBING ACTIVITIES.
19. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY MEASURES SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENTATION.
20. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION.
21. PHASED PROJECTS SHOULD BE CLEARED IN CONJUNCTION WITH CONSTRUCTION OF EACH PHASE.
22. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN INDEX NOS. 101, 102, AND 103 OF FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS.

SURVEY: SURVEY INFORMATION USED IN THIS PROJECT TO DEPICT PROPERTY BOUNDARY, TOPOGRAPHY, TREES, UTILITIES & OTHER IMPROVEMENTS WAS PROVIDED BY BUSSEN–MAYER ENGINEERING GROUP, INC., PROJ. NO. 376815, DATED 1–22–15.

MONROE ENGINEERING, INC.
CIVIL ENGINEERING / STRUCTURAL ENGINEERING
P.O. BOX 121094, WEST MELBOURNE, FL. 32912
PE #61778 PHONE: 321–544–8177 CA #32271

PROJECT: DR. JOE LEE SMITH COMMUNITY CENTER

ENGINEERS CERTIFICATION
STEVEN W. MONROE, P.E. #61778
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DATE: MAY 2, 2019
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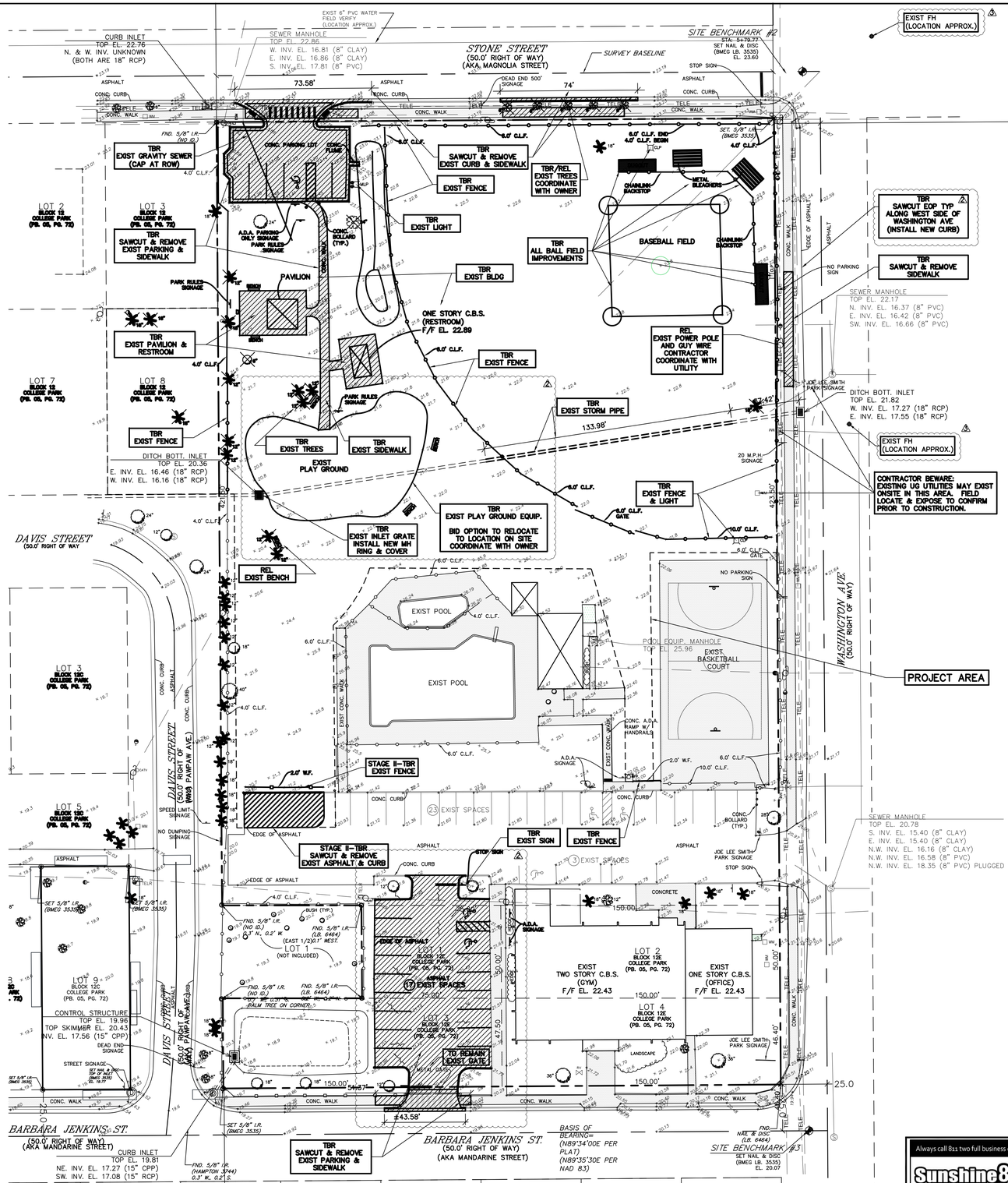
SHEET TITLE: EROSION & SEDIMENTATION PLAN

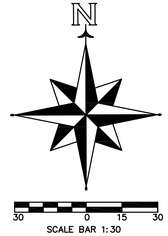
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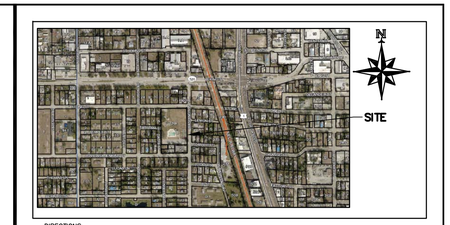
REV.	BY	DATE	
1	SM	12–5–18	ISSUED FOR BID
2	SM	4–12–19	REV PER CITY OF COCOA
3	SM	5–2–19	REV PER CITY OF COCOA

JOB NO. 18–031
SHEET: 2 OF 12
C–1

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DIRECTIONS:
TAKE INTERSTATE HIGHWAY I95 EXIT 201, SR 520 (KING STREET) IN COCOA. CONTINUE EAST ON SR 520 FOR 3.7 MILES TO WASHINGTON AVENUE. TURN SOUTH ONTO WASHINGTON AVENUE AND CONTINUE FOR ONE BLOCK TO STONE STREET. SITE IS LOCATED ON THE SW CORNER OF STONE STREET AND WASHINGTON AVENUE.

VICINITY

ABBREVIATION'S & LEGEND

(C)	CALCULATED
(D)	DESCRIBED
(M)	MEASURED
(P)	PLAT
AC.	ACRE
B.K.	BOOK
BMEG	BUSSEN-MAYER ENGINEERING GROUP, INC.
C.B.	CHORD BEARING
C.B.S.	CONCRETE BLOCK STRUCTURE
CH.	CHORD
C/L	CENTERLINE
CLF	CHAINLINK FENCE
CLP	CONCRETE LIGHT POLE
CONC.	CONCRETE
COR.	CORNER
CPP	CONCRETE POWER POLE
D.B.	DEED BOOK
°	DEGREES
Δ	DELTA
(D)	DESCRIBED
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE & UTILITY EASEMENT
EP	EDGE OF PAVEMENT
EL.	ELEVATION
EXIST.	EXISTING
FD.	FOUND
F/F	FINISHED FLOOR
H.W.F.	HOG WIRE FENCE
ID.	IDENTIFICATION
I.R.	IRON ROD
I.R.C.	IRON ROD AND CAP
INV.	INVERT
L	LENGTH
L.B.	LICENSED BUSINESS
L.S.	LICENSED SURVEYOR
'	MINUTES
±	MORE OR LESS
N&D	NAIL & DISC
O.R.	OFFICIAL RECORDS
O.R.B.	OFFICIAL RECORD BOOK
P.C.	POINT OF CURVE
P.C.P.	PERMANENT CONTROL POINT
P.G.	PAGE
P.I.	POINT OF INTERSECTION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P..A.	POINT OF REVERSE CURVE
P..M.	PERMANENT REFERENCE MONUMENT
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.T.	POINT OF TANGENT
P.V.C.	POLYVINYL CHLORIDE PIPE
R	RADIUS
RB.	5/8" REBAR
RB./C	5/8" REBAR & CAP
R.C.P.	REINFORCED CONC. PIPE
RGE.	RANGE
R/W	RIGHT OF WAY
SEC.	SECTION
"	SECONDS
SAN.	SANITARY
T	TANGENT
TWN.	TOWNSHIP
U.E.	UTILITY EASEMENT
W.F.	WOOD FENCE

	BENCHMARK
CATV	CABLE TV RISER
ETB	ELECTRIC TRANSFORMER
	FIRE HYDRANT
	FOUND CONCRETE MONUMENT
	FOUND IRON ROD
	DITCH BOTTOM INLET
CLP	LIGHT POLE (CONCRETE)
MLP	LIGHT POLE (METAL)
	MANHOLE (SEWER)
D	MANHOLE (STORM)
	MITERED END SECTION
ESM	METER (ELECTRIC)
GM	METER (GAS)
WM	METER (WATER)
	PK NAIL & DISC
CPP	POWER POLE (CONCRETE)
	POWER POLE (GUY WIRE)
	POWER POLE (WOOD)
	SET CONCRETE MONUMENT
	SET IRON ROD AND CAP
	SET NAIL AND DISC
	SIGN
	SEWER CLEANOUT
TELR	TELEPHONE RISER
	TREE (PALM)
	TREE (OAK)
	TREE (MISC. NON-SPECIMEN)
FM	VALVE (FORCEMAIN)
GV	VALVE (GAS)
IRR	VALVE (IRRIGATION)
RV	VALVE (RE-USE)
WV	VALVE (WATER)

WOOD FENCE	
SANITARY SEWER	SS
OVERHEAD ELECTRIC	OHE
WATER MAIN	WM
FORCEMAIN	FM
RE-USE	RU
FIBER OPTIC	TELE
STORM SEWER	
TOP OF BANK	
CONCRETE	

LEGAL DESCRIPTION

THE EAST 1/2 OF LOT 1, ALL OF LOTS 2,3,4 AND THE "BALLPARK PARCEL", ALL IN BLOCK 12E, AS SHOWN ON THE "AMENDED MAP OF COLLEGE PARK", AS FILED AND RECORDED IN PLAT BOOK 5, PAGE 72 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING ± 3.49 ACRES MORE OR LESS.

NOTES:

1. LOT DIMENSIONS SHOWN ARE PLAT DESCRIBED AND MEASURED UNLESS OTHERWISE NOTED.
2. BEARINGS SHOWN ARE BASED ON THE CENTERLINE OF BARBARA JENKINS STREET RIGHT OF WAY HAVING A PLATTED BEARING OF N89°34'00"E, WHICH ROTATED TO BE COORDINATE CORRECT BASED ON STATE PLANE EAST (NAD. 83) COORDINATE SYSTEM= N89°35'30"E.
3. DATE OF FIELD SURVEY: JANUARY 5TH, 2015.
4. SUBJECT PARCEL CONTAINS 3.49 ACRES MORE OR LESS.
5. LOCATION OF UNDERGROUND UTILITIES ARE BASED VISIBLE SURFACE EVIDENCE AND SURFACE MARKINGS BY THE VARIOUS UTILITY COMPANIES PER SUNSHINE TICKET NO. 8503679, 8503737, 8503777, AND 8503709 THE FOLLOWING RESPONSES FROM UTILITY COMPANIES ARE:
   A) FPL– MARKED (SEE SURVEY)
   B) FLORIDA CITY GAS– MARKED (SEE SURVEY)
   C) AT&T– CLEAR
   D) CENTURYLINK– CLEAR
   E) LEVEL 3 COM.– CLEAR
   F) CITY OF COCOA WATER– MARKED (SEE SURVEY)
   G) CITY OF COCOA SEWER– MARKED (SEE SURVEY)
   H) SPRINT– MARKED (SEE SURVEY)
   I) MCI– CLEAR (SEE SURVEY)
6. THIS SURVEY DOES NOT WARRANT TITLE.
7. ELEVATIONS SHOWN HEREON ARE BASED ON N.A.V.D. 88 PER FDOT BENCHMARK "GPS 15 70 92 10.07" LOCATED AT THE S.W. CORNER OF OLD S.R. 520 BRIDGE (NOW A FISHING PIER) OVER THE INDIAN RIVER, HAVING A PUBLISHED ELEVATION OF 8.72. SITE BENCHMARKS AS SHOWN.
8. THE LIMITS OF THIS TOPOGRAPHIC SURVEY LIES IN ZONE "X" PER FLOOD INSURANCE RATE MAP NO. 12009C0430G, MAP REVISED MARCH 17, 2014 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
9. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW; COPIES ARE VALID ONLY WHEN BEARING THE SURVEYOR'S ORIGINAL SIGNATURE AND EMBOSSED SEAL.
10. THE SURVEY CERTIFIED CORRECT TO:
    CITY OF COCOA

STAGE I DEMOLITION UNLESS NOTED OTHERWISE

TBR OR ▨ OR ✕ = TO BE REMOVED

REL = TO BE RELOCATED

STAGE II DEMOLITION IS SPECIFICALLY MARKED

NOTE: ALL PAVEMENT & CURB CUTS SHALL BE SQUARE 90 DEGREE SAWCUTS.

Always call 811 two full business days before you dig
Sunshine811.com
*SEE COVER SHEET FOR ADDITIONAL INFORMATION
SUNSHINE 811 LOCATES: PHONE (811) OR (800)432-4770
CITY OF COCOA: PHONE (321) 433-8700

ENGINEERS CERTIFICATION

STEVEN W. MONROE, P.E. #61778

SIGNATURE: _____

DATE: MAY 2, 2019

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SEAL:

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P.O. BOX 121094, WEST MELBOURNE, FL. 32912
PE #61778 PHONE: 321-544-8177 CA #32271

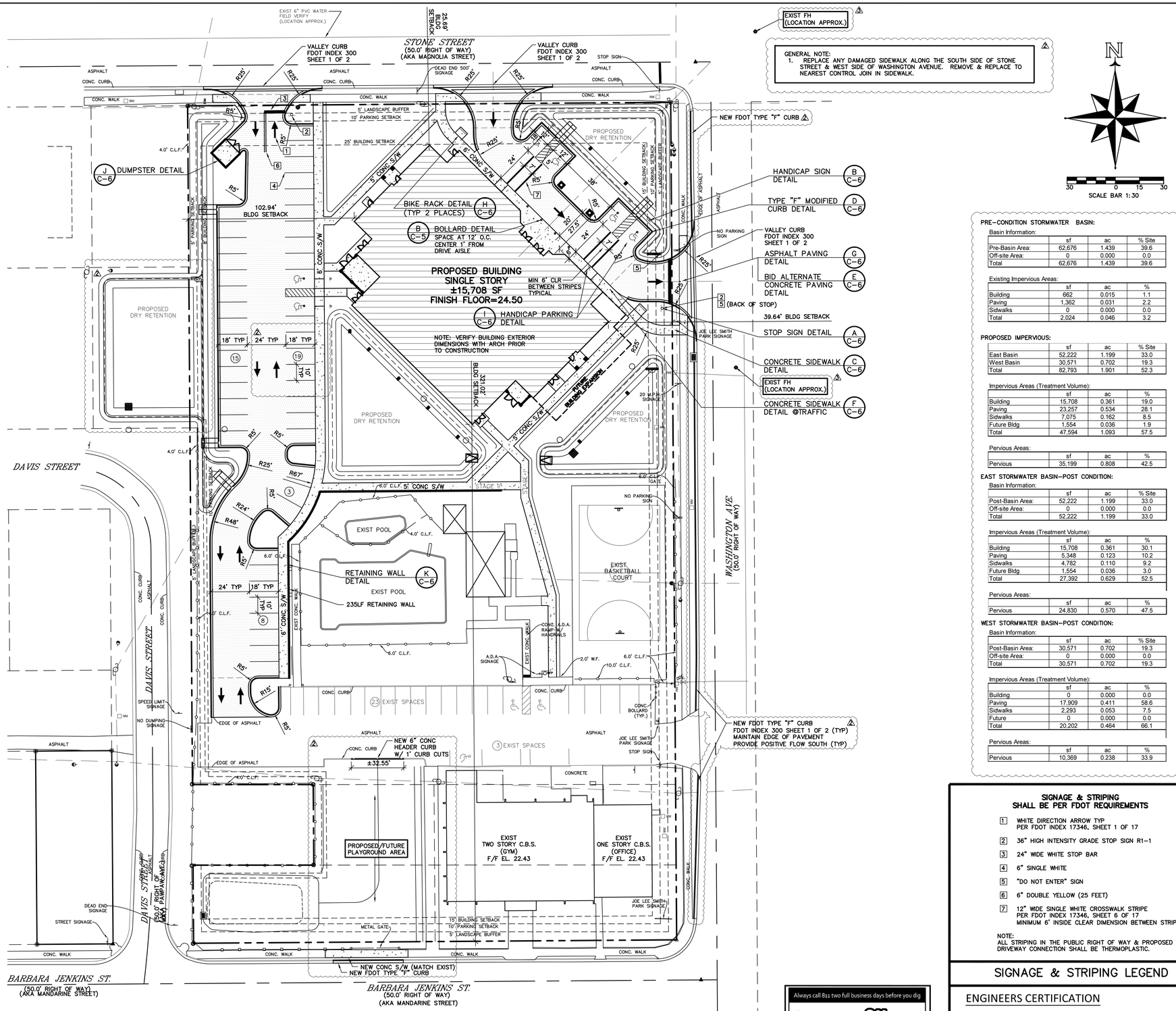
PROJECT: DR. JOE LEE SMITH COMMUNITY CENTER

SHEET TITLE: EXISTING SITE & DEMOLITION PLAN

ISSUE DATE: 12-5-18	DRAWN BY: SM	CHECK BY: SM	APPR. BY: SM	SCALE: 1:30

REV.	BY	DATE		JOB NO.
1	SM	12-5-18	ISSUED FOR BID	18-031
2	SM	4-12-19	REV PER CITY OF COCOA	
3	SM	5-2-19	REV PER CITY OF COCOA	SHEET: 3 OF 12
				C-2

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PRE-CONDITION STORMWATER BASIN:

Basin Information:

	sf	ac	% Site
Pre-Basin Area:	62,676	1.439	39.6
Off-site Area:	0	0.000	0.0
Total	62,676	1.439	39.6

Existing Impervious Areas:

	sf	ac	%
Building	662	0.015	1.1
Paving	1,362	0.031	2.2
Sidwalks	0	0.000	0.0
Total	2,024	0.046	3.2

PROPOSED IMPERVIOUS:

	sf	ac	% Site
East Basin	52,222	1.199	33.0
West Basin	30,571	0.702	19.3
Total	82,793	1.901	52.3

Impervious Areas (Treatment Volume):

	sf	ac	%
Building	15,708	0.361	19.0
Paving	23,257	0.534	28.1
Sidwalks	7,075	0.162	8.5
Future Bldg	1,554	0.036	1.9
Total	47,594	1.093	57.5

Pervious Areas:

	sf	ac	%
Pervious	35,199	0.808	42.5

EAST STORMWATER BASIN–POST CONDITION:

Basin Information:

	sf	ac	% Site
Post-Basin Area:	52,222	1.199	33.0
Off-site Area:	0	0.000	0.0
Total	52,222	1.199	33.0

Impervious Areas (Treatment Volume):

	sf	ac	%
Building	15,708	0.361	30.1
Paving	5,348	0.123	10.2
Sidwalks	4,782	0.110	9.2
Future Bldg	1,554	0.036	3.0
Total	27,392	0.629	52.5

Pervious Areas:

	sf	ac	%
Pervious	24,830	0.570	47.5

WEST STORMWATER BASIN–POST CONDITION:

Basin Information:

	sf	ac	% Site
Post-Basin Area:	30,571	0.702	19.3
Off-site Area:	0	0.000	0.0
Total	30,571	0.702	19.3

Impervious Areas (Treatment Volume):

	sf	ac	%
Building	0	0.000	0.0
Paving	17,909	0.411	58.6
Sidwalks	2,293	0.053	7.5
Future	0	0.000	0.0
Total	20,202	0.464	66.1

Pervious Areas:

	sf	ac	%
Pervious	10,369	0.238	33.9

SIGNAGE & STRIPING
SHALL BE PER FDOT REQUIREMENTS

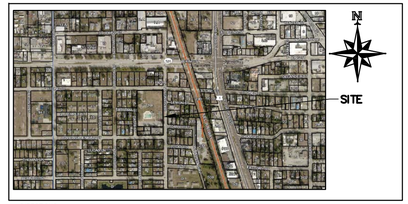
1. WHITE DIRECTION ARROW TYP PER FDOT INDEX 17346, SHEET 1 OF 17
2. 36" HIGH INTENSITY GRADE STOP SIGN R1–1
3. 24" WIDE WHITE STOP BAR
4. 6" SINGLE WHITE
5. "DO NOT ENTER" SIGN
6. 6" DOUBLE YELLOW (25 FEET)
7. 12" WIDE SINGLE WHITE CROSSWALK STRIPE PER FDOT INDEX 17346, SHEET 6 OF 17 MINIMUM 6' INSIDE CLEAR DIMENSION BETWEEN STRIPES

NOTE:
ALL STRIPING IN THE PUBLIC RIGHT OF WAY & PROPOSED DRIVEWAY CONNECTION SHALL BE THERMOPLASTIC.

SIGNAGE & STRIPING LEGEND

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*SEE COVER SHEET FOR ADDITIONAL INFORMATION
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ENGINEERS CERTIFICATION
STEVEN W. MONROE, P.E. #61778
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DIRECTIONS:
TAKE INTERSTATE HIGHWAY I95 EXIT 201, SR 520 (KING STREET) IN COCOA. CONTINUE EAST ON SR 520 FOR 3.7 MILES TO WASHINGTON AVENUE. TURN SOUTH ONTO WASHINGTON AVENUE AND CONTINUE FOR ONE BLOCK TO STONE STREET. SITE IS LOCATED ON THE SW CORNER OF STONE STREET AND WASHINGTON AVENUE.

VICINITY

GENERAL STATEMENT: CONSTRUCT A NEW DR. JOE LEE SMITH COMMUNITY CENTER. PROPOSED BUILDING WILL BE A SINGLE STORY ±15,708 SF COMMUNITY CENTER WITH ASSOCIATED PARKING, PAVING, SIDEWALKS, DRY RETENTION, FIRE WATER MAIN, WATER SERVICE & SEWER UTILITY CONNECTIONS.

OWNER: CITY OF COCOA
65 STONE STREET
COCOA, FLORIDA 32922

ENGINEER: MONROE ENGINEERING, INC.
P.O. BOX 121094
MELBOURNE, FLORIDA 32912
MR. STEVEN W. MONROE, P.E.
PHONE: 321–544–8177

ARCH.: ARCHITECTS RZK, INC.
600 FLORIDA AVE, SUITE 201
COCOA, FLORIDA 32922
MR. JOHN ZWICK
PHONE: 321–631–8039

SITE ADDRESS: TBD

TAX PARCEL IDENTIFICATION: 24–36–33–00–264 (NORTH LOT)
24–36–33–CC–12–8 (WEST LOT)
24–36–33–CC–12.E–3 (SOUTHWEST LOT)
24–36–33–CC–12.E–2 (SOUTHEAST CORNER LOT)
24–36–33–CC–12.E–1 (SOUTH MIDDLE LOT)

LEGAL DESCRIPTION: SEE SHEET C–2

FLOOD ZONE: FLOOD ZONE X PER FIRM MAP#12009C0514G, DATED 3/17/14

AREA OWNED/PROJECT AREA: 158,250 SF = 3.633 AC

CONSTRUCTION TYPE: PRE–ENGINEERED METAL BUILDING, TYPE IIB UNPROTECTED, SPRINKLED

MUNICIPALITY: CITY OF COCOA

FUTURE LAND USE: RECREATION/OPEN SPACE, MEDIUM DENSITY RESIDENTIAL

ZONING: RU–1–7/C–W SINGLE FAMILY RESIDENTIAL **ADJACENT ZONING:** NORTH C–G EAST RU–1–7 SOUTH RU–1–7 WEST RU–1–7

PROPOSED USE: COMMUNITY CENTER

BUILDING SETBACK REQUIRED: NORTH 25' SOUTH 15' EAST 15' WEST 8'

BUILDING SETBACK PROVIDED: NORTH 25.7' SOUTH 321.0' EAST 39.6' WEST 102.9'

ALLOWABLE BUILDING HEIGHT: 35'

PROPOSED BUILDING HEIGHT: 29'–4" EAVE

PARKING:

PARKING CALCULATION			
SITE USE	AREA (SF)	PARKING RATIO	REQUIRED
BICYCLE PARKING (W/FUTURE BUILDING)	15,708	1,000	15.7
COMMUNITY CENTER	15,708	300	52.4
FUTURE BUILDING ADDITION	1,545	1,000	1.5
PARKING REQUIRED			54
PARKING PROVIDED		INC. 9 HC	75

NOTES:
1. ALL DIMENSIONS ARE TO/FROM FACE OF CURB.
2. ALL PROPOSED ELEVATIONS ARE EDGE OF PAVEMENT ELEVATIONS.
3. SOD ALL DISTURBED AREAS.
4. ALL SIDE SLOPES GREATER THAN 4:1 SHALL BE SODDED.
5. ALL SIDEWALKS, RAMPS AND CROSS WALKS WILL BE BUILT & INSPECTED TO MEET THE MOST CURRENT ADA GUIDELINES.
6. SITE LIGHTING: SHALL BE DESIGNED, INSTALLED MAINTAINED AND DIRECTED SO AS TO AVOID GLARE ON ADJOINING PROPERTIES AND RIGHTS–OF–WAY THROUGH THE USE OF SEMI–CUTOFF AND FULL–CUTOFF SHIELDS.

FIRE NOTES:
1. LANDSCAPING OR ANY OTHER OBSTRUCTION SHALL NOT BE LOCATED WITHIN 36 INCHES AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS EXCEPT AS OTHERWISE REQUIRED OR APPROVED. FIRE DEPARTMENT CONNECTIONS SHALL BE LOCATED AND ARRANGED SO THAT HOSE LINES CAN BE ATTACHED TO THE INLETS WITHOUT INTERFERENCE FROM NEARBY OBJECTS, INCLUDING BUILDINGS, FENCES, POSTS, LANDSCAPING, VEHICLES, OR OTHER FIRE DEPARTMENT CONNECTIONS. (FFPC 1–18.5.3, NFPA 14–5.4.5.1.1)
2. WATER FOR FIRE FIGHTING PURPOSES SHALL BE INDICATED WITH A BLUE ROADWAY REFLECTOR PLACED ON THE CENTER LINE OF THE TRAFFIC LANE NEAREST TO THE FIRE HYDRANT. THIS INCLUDES NEW AND EXISTING SOURCES. (NFPA 1–18.5.7.1, NFPA 1142–7.3)
3. WATER FOR FIRE FIGHTING PURPOSES SHALL BE AVAILABLE AT THE TIME COMBUSTIBLES ARE BROUGHT ON SITE. (FFPC 1–18–4.3.1.1)
4. NEW FIRE HYDRANTS SHALL BE POSITIONED NOT MORE THAN 8 FEET NOR LESS THAN 6 FEET OFF THE EDGE OF PAVEMENT. THE CENTER LINE OF THE STEAMER CONNECTION (4 1/2") SHALL BE POSITIONED BETWEEN 18"–24" ABOVE FINISH ALL HYDRANTS SHALL BE READILY ACCESSIBLE WITHOUT THE NEED TO TRAVERSE SWALES, DITCHES, ETC. (FFPC 1–18.5.2, NFPA 24–7.3)
5. PERMANENT ACCESS SHALL BE PROVIDED BY AN UNOBSTRUCTED, 20 FOOT WIDE, ALL WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING A 32–TON EMERGENCY VEHICLE. THE DRIVING SURFACE SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. (FFPC 1–18–2.3.4.1.1, FFPC 1–18.2.3.4.2)
6. ALL CONTROL VALVES FOR ANY FIRE SPRINKLER SYSTEM SHALL BE ELECTRONICALLY MONITORED.

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PE #61778 PHONE: 321–544–8177 CA #32271

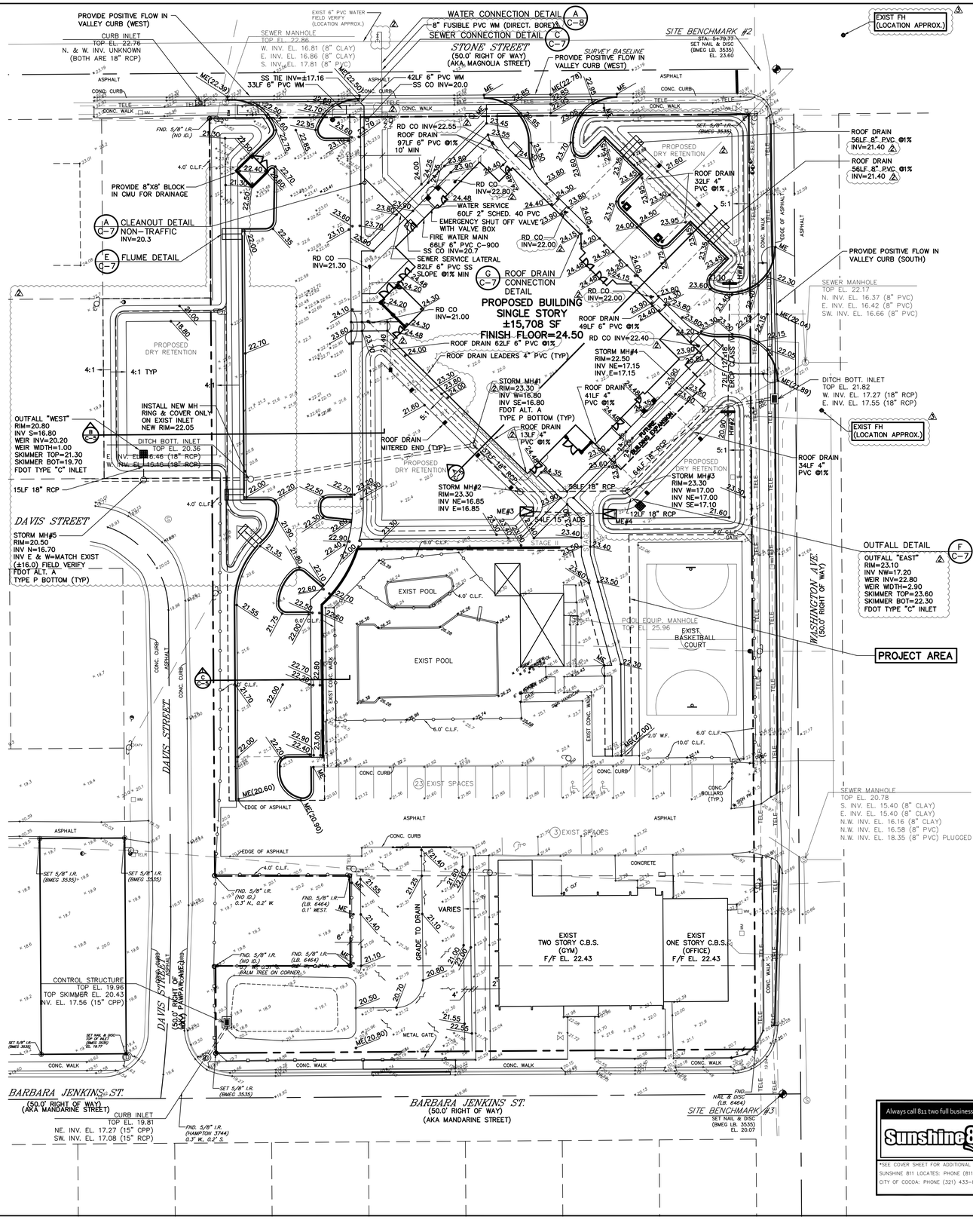
PROJECT: DR. JOE LEE SMITH COMMUNITY CENTER
SEAL:
SHEET TITLE: SITE PLAN

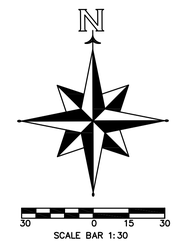
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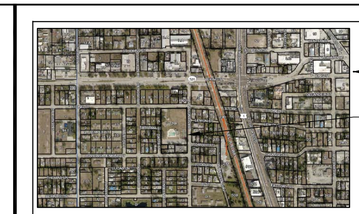
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JOB NO. 18–031
SHEET: 4 OF 12
C–3

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DIRECTIONS:
TAKE INTERSTATE HIGHWAY I95 EXIT 201, SR 520 (KING STREET) IN COCOA. CONTINUE EAST ON SR 520 FOR 3.7 MILES TO WASHINGTON AVENUE. TURN SOUTH ONTO WASHINGTON AVENUE AND CONTINUE FOR ONE BLOCK TO STONE STREET. SITE IS LOCATED ON THE SW CORNER OF STONE STREET AND WASHINGTON AVENUE.

VICINITY

EAST STORMWATER BASIN-POST CONDITION:

Treatment Volume		
cf	ac-ft	
10,270	**0.236**	<< Required
11,411	**0.262**	<< Provided

Retention Stage / Storage:

	Area		Incremental Volume		Storage Volume		
Elevation	sf	ac	cf	ac-ft	cf	ac-ft	
23.3	14,332	0.329	6,583	0.151	17,994	0.413	
22.8	12,000	0.275	5,451	0.125	**11,411**	**0.262**	<< Provided
22.3	9,804	0.225	5,960	0.137	5,960	0.137	
21.6	7,225	0.166	0	0	0	0	

WEST STORMWATER BASIN-POST CONDITION:

Treatment Volume		
cf	ac-ft	
6,012	**0.138**	<< Required
6,497	**0.149**	<< Provided

Retention Stage / Storage:

	Area		Incremental Volume		Storage Volume		
Elevation	sf	ac	cf	ac-ft	cf	ac-ft	
21.0	7,618	0.175	5,282	0.121	11,779	0.270	
20.2	5,588	0.128	1,087	0.025	**6,497**	**0.149**	<< Provided
20.0	5,278	0.121	5,410	0.124	5,410	0.124	
18.8	3,739	0.086	0	0	0	0	

ME#1 DELETED

ME#2 DELETED

ME#3 INV =21.50
SIDE DRAIN MITERED END SECTION
FDOT INDEX #273 SHEET 1 OF 7

ME#4 INV =21.40
SIDE DRAIN MITERED END SECTION
FDOT INDEX #273 SHEET 1 OF 7

HW#1 INV =20.85
STRAIGHT CONCRETE ENDWALL-SINGLE PIPE
FDOT INDEX #250 SHEET 1 OF 1

HW#2 INV =20.65
STRAIGHT CONCRETE ENDWALL-SINGLE PIPE
FDOT INDEX #250 SHEET 1 OF 2

ROOF DRAIN NOTE:
PROVIDE 2'X2' CONCRETE MITERED END
MITERED END INVERT = POND TOE (TYP)

FIRE FLOW CALCULATION:

BUILDING CONSTRUCTION TYPE = IIB

PER NFPA TABLE 18-4.5.1.2
>> REQUIRED FIRE FLOW = 2,750 GPM AT 2HR DURATION

>> EXPOSURE: ALL EXPOSURES EXCEED 100' IN EACH DIRECTION

EXPOSURE INCREASE: 0 GPM

>> *A 75% REDUCTION IS ALLOWED FOR BUILDINGS THAT ARE FULLY SPRINKLED. MINIMUM 1,000 GPM.

BUILDING IS SPRINKLED: (-2,062 GPM)

>> REQUIRED FIRE FLOW = 688 GPM (1,000 GPM MINIMUM)

NUMBER OF HYDRANTS REQUIRED = 1
NUMBER OF EXISTING HYDRANTS AVAILABLE = 2
NUMBER OF HYDRANTS PROPOSED = 1

NOTE:
- (1) EXIST FH IS LOCATED ON NORTHEAST CORNER OF STONE STREET & WASHINGTON AVENUE.
- (1) EXIST FH IS LOCATED ON THE SOUTHEAST CORNER OF WASHINGTON AVE & LEMON STREET.

FIRE FLOW CALCULATIONS

SURVEY: SURVEY INFORMATION USED IN THIS PROJECT TO DEPICT PROPERTY BOUNDARY, TOPOGRAPHY, TREES, UTILITIES & OTHER IMPROVEMENTS WAS PROVIDED BY BUSSEN-MAYER ENGINEERING GROUP, INC., PROJ. NO. 376815, DATED 1-22-15.

MONROE ENGINEERING, INC.
CIVIL ENGINEERING / STRUCTURAL ENGINEERING
P.O. BOX 121094, WEST MELBOURNE, FL. 32912
PE #61778 PHONE: 321-544-8177 CA #32271

PROJECT:
DR. JOE LEE SMITH COMMUNITY CENTER

SHEET TITLE:
DRAINAGE & UTILITY PLAN

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Sunshine811.com
*SEE COVER SHEET FOR ADDITIONAL INFORMATION
SUNSHINE 811 LOCATES: PHONE (811) OR (800)432-4770
CITY OF COCOA: PHONE (321) 433-8700

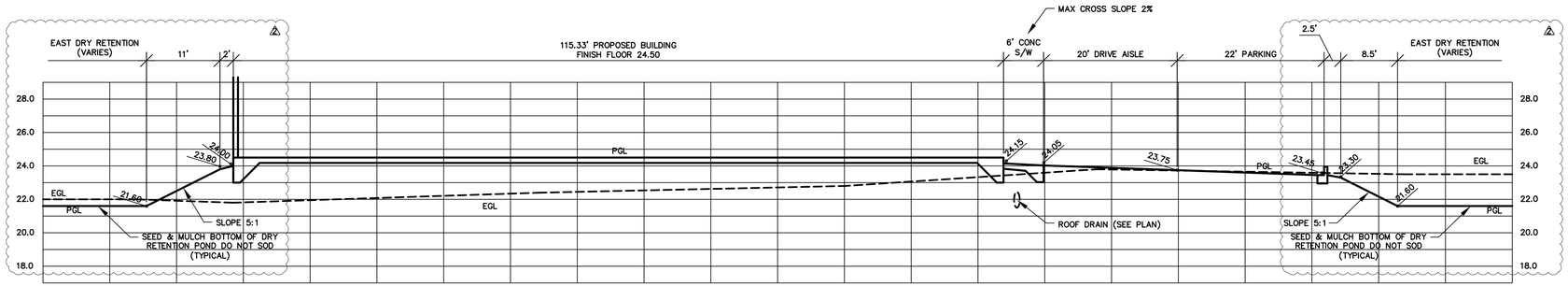
ENGINEERS CERTIFICATION
STEVEN W. MONROE, P.E. #61778
SIGNATURE: _____
DATE: MAY 2, 2019
THESE PLANS ARE NOT VALID WITHOUT THE ENGINEER OF RECORDS ORIGINAL SIGNATURE, DATE & SEAL

SEAL:

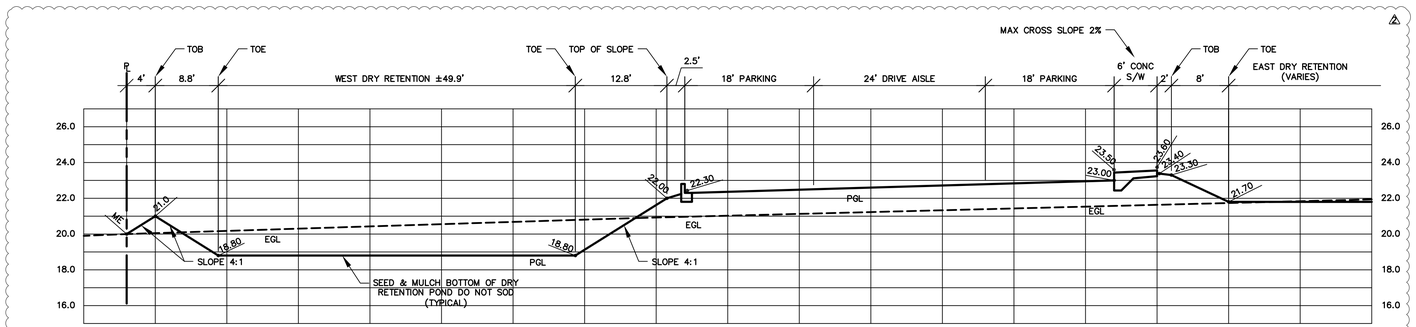
ISSUE DATE: 12-5-18	DRAWN BY: SM	CHECK BY: SM	APPR. BY: SM	SCALE: 1:30

REV.	BY	DATE		JOB NO.
1	SM	12-5-18	ISSUED FOR BID	18-031
2	SM	4-12-19	REV PER CITY OF COCOA	
3	SM	5-2-19	REV PER CITY OF COCOA	SHEET: 5 OF 12
				C-4

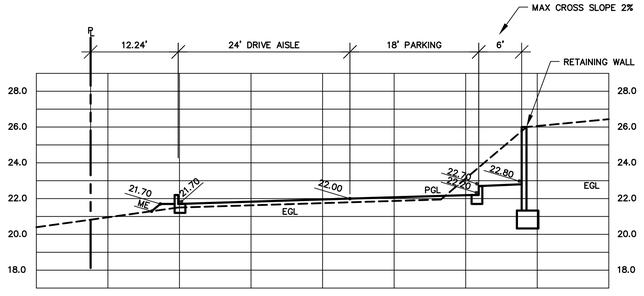
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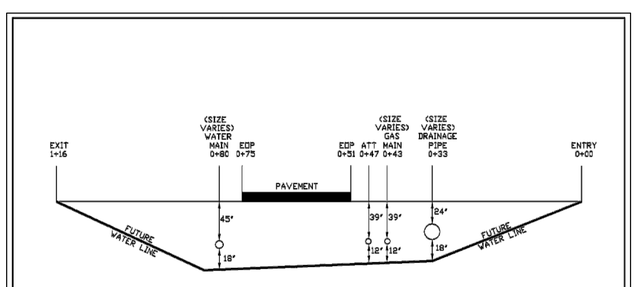
A C-5 SECTION DETAIL
SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=4'



B C-5 SECTION DETAIL
SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=4'



C C-5 SECTION DETAIL
SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=4'

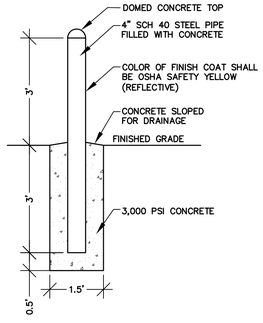


NOTES:
1. BORE PLAN TO SHOW SIZE, DEPTH, AND LOCATION OF ALL UTILITIES.
2. BORE PLAN TO BE IN ACCORDANCE WITH LATEST TECHNICAL PROVISIONS.
3. BORE PLAN MUST BE APPROVED BY ENGINEERING DEPARTMENT PRIOR TO ANY CONSTRUCTION.

TYPICAL BORE PLAN
NTS

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	TYPICAL BORE PLAN	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: TYPICAL BORE PLAN	

A C-5 TYPICAL BORE PLAN DETAIL



B C-5 BOLLARD DETAIL

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CITY OF COCOA: PHONE (321) 433-8700

ENGINEERS CERTIFICATION
STEVEN W. MONROE, P.E. #61778
SIGNATURE: _____
DATE: MAY 2, 2019
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SEAL:

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CIVIL ENGINEERING / STRUCTURAL ENGINEERING
P.O. BOX 121094, WEST MELBOURNE, FL. 32912
PE #61778 PHONE: 321-544-8177 CA #32271

PROJECT: DR. JOE LEE SMITH COMMUNITY CENTER

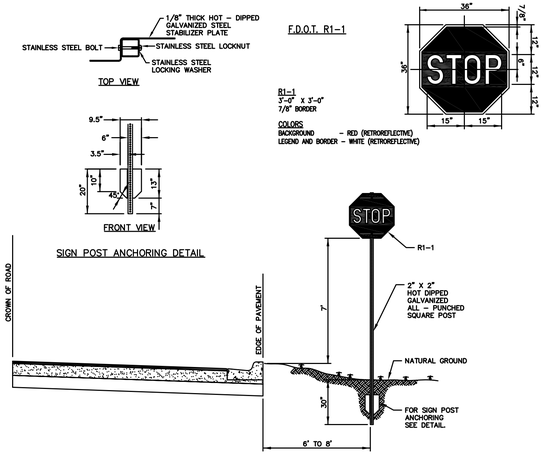
SHEET TITLE: SECTION DETAILS

ISSUE DATE: 12-5-18	DRAWN BY: SM	CHECK BY: SM	APPR. BY: SM	SCALE: 1:30

REV.	BY	DATE	
1	SM	12-5-18	ISSUED FOR BID
2	SM	4-12-19	REV PER CITY OF COCOA

JOB NO. 18-031
SHEET: 6 OF 12
C-5

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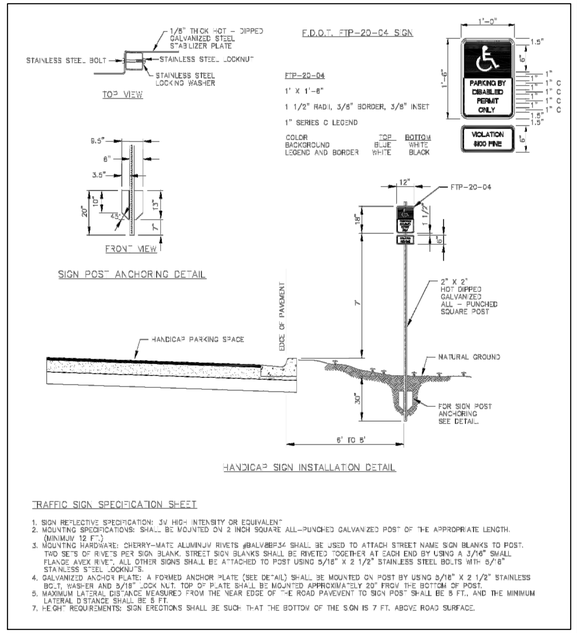


STOP SIGN INSTALLATION DETAIL

TRAFFIC SIGN SPECIFICATION SHEET

1. SIGN REFLECTIVE SPECIFICATION: 3M HIGH INTENSITY OR EQUIVALENT
2. MOUNTING SPECIFICATIONS: SHALL BE MOUNTED ON 2 INCH SQUARE ALL–PUNCHED GALVANIZED POST OF THE APPROPRIATE LENGTH. (MINIMUM 12 FT.)
3. MOUNTING HARDWARE: CHERRY–MATE ALUMINUN RIVETS #BALM8BP34 SHALL BE USED TO ATTACH STREET NAME SIGN BLANKS TO POST. TWO SETS OF RIVETS PER SIGN BLANK. STREET SIGN BLANKS SHALL BE RIVETED TOGETHER AT EACH END BY USING A 3/16" SMALL FLANGE AVEX RIVET. ALL OTHER SIGNS SHALL BE ATTACHED TO POST USING 5/16" X 2 1/2" STAINLESS STEEL BOLTS WITH 5/16" STAINLESS STEEL LOCKNUTS.
4. GALVANIZED ANCHOR PLATE: A FORMED ANCHOR PLATE (SEE DETAIL) SHALL BE MOUNTED ON POST BY USING 5/16" X 2 1/2" STAINLESS BOLT, WASHER AND 5/16" LOCK NUT. TOP OF PLATE SHALL BE MOUNTED APPROXIMATELY 20" FROM THE BOTTOM OF POST.
5. NOTE: WHEN ERECTING STOP SIGN AND STREET NAMES SIGNS ON THE SAME POST A 14 FT. POST IS REQUIRED.
6. MAXIMUM LATERAL DISTANCE MEASURED FROM THE NEAR EDGE OF THE ROAD PAVEMENT TO SIGN POST SHALL BE 8 FT., AND THE MINIMUM LATERAL DISTANCE SHALL BE 6 FT.
7. HEIGHT REQUIREMENTS: SIGN ERECTIONS SHALL BE SUCH THAT THE BOTTOM OF THE SIGN IS 7 FT. ABOVE ROAD SURFACE.

A C-6 STOP SIGN DETAIL
NTS

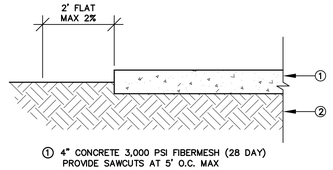


HANDICAP SIGN INSTALLATION DETAIL

TRAFFIC SIGN SPECIFICATION SHEET

1. SIGN REFLECTIVE SPECIFICATION: 3M HIGH INTENSITY OR EQUIVALENT
2. MOUNTING SPECIFICATIONS: SHALL BE MOUNTED ON 2 INCH SQUARE ALL–PUNCHED GALVANIZED POST OF THE APPROPRIATE LENGTH. (MINIMUM 12 FT.)
3. MOUNTING HARDWARE: CHERRY–MATE ALUMINUN RIVETS #BALM8BP34 SHALL BE USED TO ATTACH STREET NAME SIGN BLANKS TO POST. TWO SETS OF RIVETS PER SIGN BLANK. STREET SIGN BLANKS SHALL BE RIVETED TOGETHER AT EACH END BY USING A 3/16" SMALL FLANGE AVEX RIVET. ALL OTHER SIGNS SHALL BE ATTACHED TO POST USING 5/16" X 2 1/2" STAINLESS STEEL BOLTS WITH 5/16" STAINLESS STEEL LOCKNUTS.
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5. MAXIMUM LATERAL DISTANCE MEASURED FROM THE NEAR EDGE OF THE ROAD PAVEMENT TO SIGN POST SHALL BE 8 FT., AND THE MINIMUM LATERAL DISTANCE SHALL BE 6 FT.
6. HEIGHT REQUIREMENTS: SIGN ERECTIONS SHALL BE SUCH THAT THE BOTTOM OF THE SIGN IS 7 FT. ABOVE ROAD SURFACE.

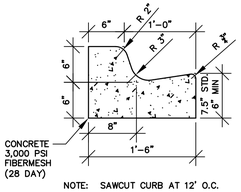
B C-6 HANDICAP SIGN INSTALLATION DETAIL
NTS



① 4" CONCRETE 3,000 PSI FIBERMESH (28 DAY) PROVIDE SAWCUTS AT 5' O.C. MAX

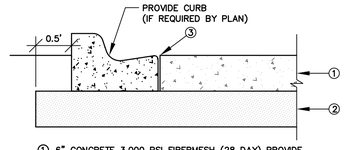
② 6" SUBGRADE COMPACTED TO 98% MAXIMUM DENSITY PER AASHTO T–180

C C-6 CONCRETE SIDEWALK DETAIL
NTS



NOTE: SAWCUT CURB AT 12' O.C.

D C-6 TYPE "F" MODIFIED CURB DETAIL

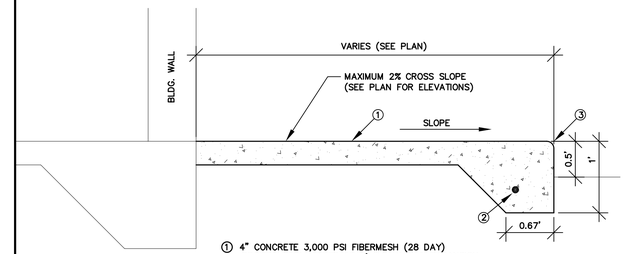


① 6" CONCRETE 3,000 PSI FIBERMESH (28 DAY) PROVIDE SAWCUTS AT 12' O.C. MAX, SEAL JOINTS

② 6" STABILIZED SUBGRADE MINIMUM LBR 40 COMPACTED TO A MINIMUM OF 98% MAXIMUM DENSITY PER AASHTO T–180

③ ½" EXPANSION JOINT

E C-6 BID ALTERNATE–CONCRETE PAVEMENT DETAIL



① 4" CONCRETE 3,000 PSI FIBERMESH (28 DAY) PROVIDE TOOL JOINTS AT 8' O.C. MAX & EXPANSION JOINTS AT 24' O.C. MAX

② (1) #5 REBAR, MIN 3" CLEAR BOTTOM & SIDES

③ ¾" CHAMFER

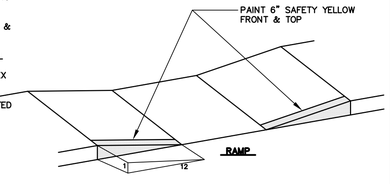
F C-6 CONCRETE SIDEWALK DETAIL (@TRAFFIC)
NTS

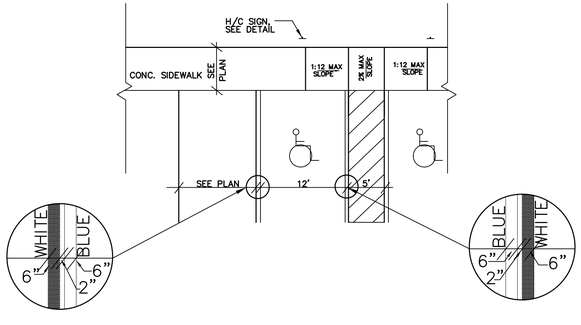
NOTES:

1) ALL PARKING SPACES WITH EXCEPTION OF THE HANDICAPPED PARKING SPACES SHALL BE MARKED IN WHITE, RETRO– REFLECTIVE TRAFFIC PAINT AND BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2018, SECTION 710.

2) ALL HANDICAPPED PARKING SPACES SHALL BE PROPERLY SIGNED AND MARKED IN ACCORDANCE WITH THE FDOT STANDARD INDEX 17346.

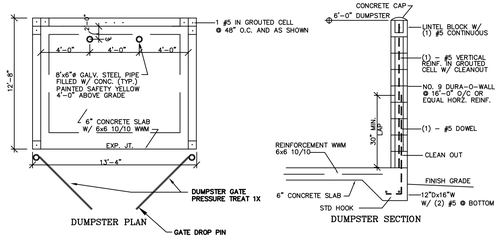
3) BLUE PAVEMENT MARKINGS SHALL BE TINTED TO MATCH SHADE 15180 OF FEDERAL STANDARDS 595A.





PER CITY OF COCOA:
CONTRACTOR WILL VERIFY WITH THE LOCAL AGENCY THE REQUIREMENTS OF DETECTABLE WARNING SURFACES PER THE AMERICAN WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) SECTION 4.29.2.

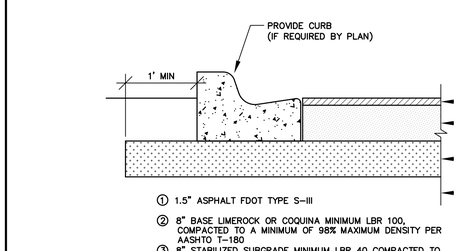
I C-6 HANDICAP PARKING DETAIL
NTS



MASONRY DUMPSTER SCHEDULE

BLOCK STYLE		STANDARD
MORTAR STYLE		N
JOINTS		N/A
REINFORCING		GRADE 60
CONCRETE	GROUT	3000 PSI 8–10" SLUMP
	FOOTER	3000 PSI 4" SLUMP +/– 1"
FINISH	OUTSIDE	STUCCO FINISH
	INSIDE	BAG
PAINT		OUTSIDE ONLY
	TYPE	MATCH BUILDING
	COLOR	MATCH BUILDING VERIFY COLOR W/ OWNER PRIOR TO APPLICATION

J C-6 DUMPSTER DETAIL
NTS



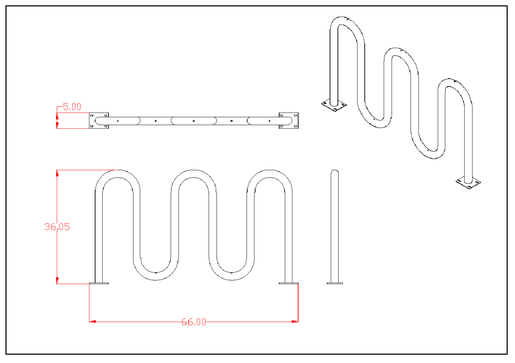
① 1.5" ASPHALT FDOT TYPE S–III

② 8" BASE LIMEROCK OR COQUINA MINIMUM LBR 100, COMPACTED TO A MINIMUM OF 98% MAXIMUM DENSITY PER AASHTO T–180

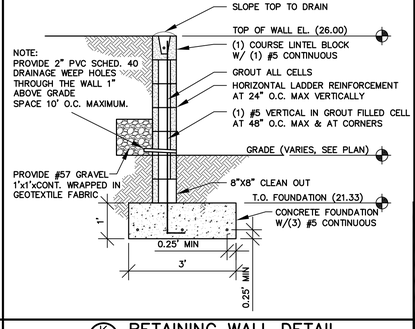
③ 8" STABILIZED SUBGRADE MINIMUM LBR 40 COMPACTED TO A MINIMUM 98% MAXIMUM DENSITY PER AASHTO T–180

④ 24" DEEP COMPACTED T 98% MAX. DENSITY

C C-6 ASPHALT PAVING DETAIL
NTS



H C-6 BIKE RACK DETAIL
NTS



K C-6 RETAINING WALL DETAIL
NTS

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CITY OF COCOA: PHONE (321) 433–8700

ENGINEERS CERTIFICATION
STEVEN W. MONROE, P.E. #61778
SIGNATURE: _____
DATE: MAY 2, 2019
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CIVIL ENGINEERING / STRUCTURAL ENGINEERING
P.O. BOX 121094, WEST MELBOURNE, FL. 32912
PE #61778 PHONE: 321–544–8177 CA #32271

PROJECT: DR. JOE LEE SMITH COMMUNITY CENTER

SEAL:

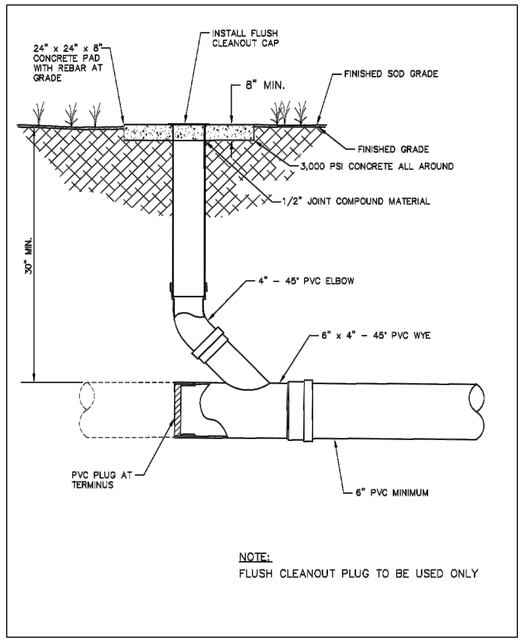
SHEET TITLE: DETAILS

ISSUE DATE: 12–5–18	DRAWN BY: SM	CHECK BY: SM	APPR. BY: SM	SCALE: 1:30

REV.	BY	DATE	
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2	SM	4–12–19	REV PER CITY OF COCOA

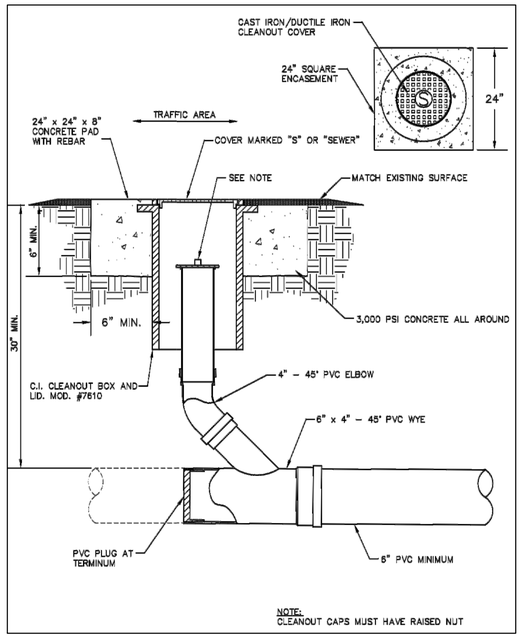
JOB NO. 18–031
SHEET: 7 OF 12
C–6

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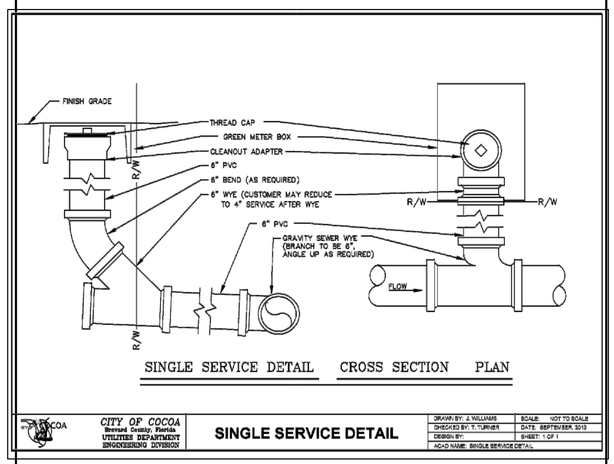
NOTE:
FLUSH CLEANOUT PLUG TO BE USED ONLY

A C-7 CLEANOUT DETAIL (NON-TRAFFIC)
NTS



NOTE:
CLEANOUT CAPS MUST HAVE RAISED NUT

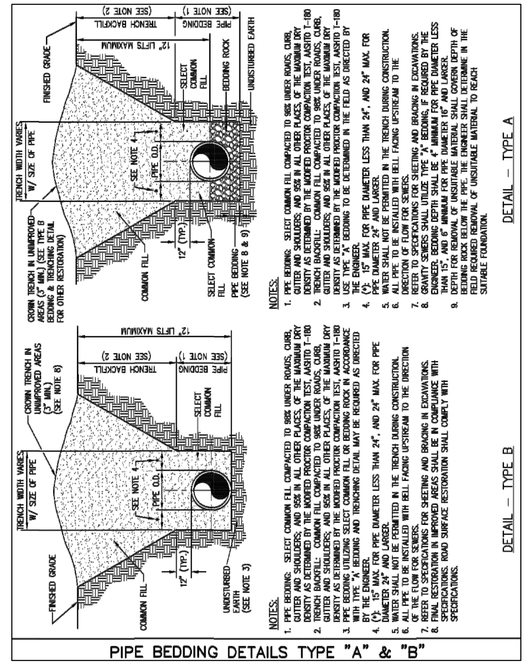
B C-7 CLEANOUT DETAIL (TRAFFIC)
NTS



SINGLE SERVICE DETAIL CROSS SECTION PLAN

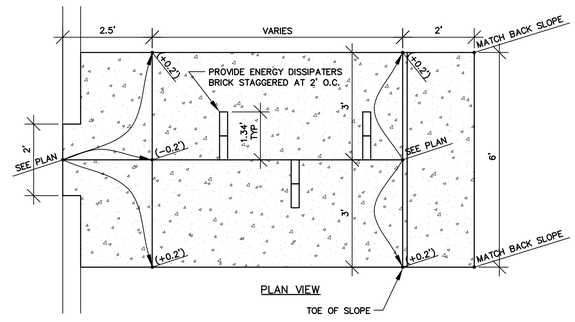
CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	SINGLE SERVICE DETAIL	DRAWN BY: J. WILLIAMS; CHECKED BY: T. TURNER; DESIGN BY:; ACAD NAME: SINGLE SERVICE DETAIL; SCALE: NOT TO SCALE; DATE: SEPTEMBER, 2013; SHEET: 1 OF 1

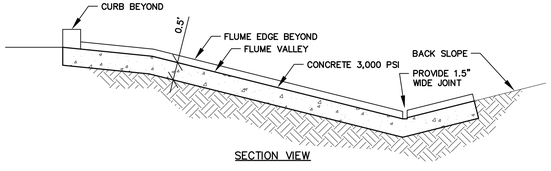
C C-7 SANITARY SINGLE SERVICE DETAIL
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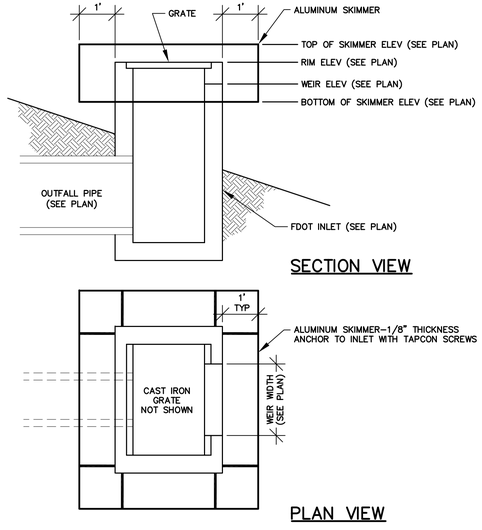
PIPE BEDDING DETAILS TYPE "A" & "B"

D C-7 PIPE BEDDING DETAILS
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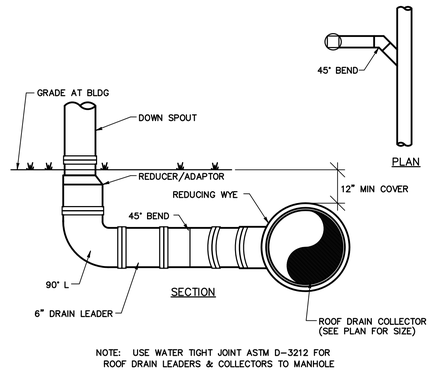




E C-7 FLUME DETAIL
NTS



F C-7 OUTFALL DETAIL
NTS



NOTE: USE WATER TIGHT JOINT ASTM D-3212 FOR ROOF DRAIN LEADERS & COLLECTORS TO MANHOLE

G C-7 ROOF DRAIN CONNECTION DETAIL
NTS

FDEP MINIMUM SEPARATION REQUIREMENTS (FAC 62-555.314 LOCATION OF PUBLIC WATER SYSTEM MAINS)

FOR THE PURPOSE OF THIS SECTION, THE PHRASE "WATER MAINS" SHALL MEAN MAINS, INCLUDING TREATMENT PLANT PROCESS PIPING, CONVEYING EITHER RAW, PARTIALLY TREATED, OR FINISHED DRINKING WATER; FIRE HYDRANT LEADS; AND SERVICE LINES THAT ARE UNDER THE CONTROL OF A PUBLIC WATER SYSTEM AND THAT HAVE AN INSIDE DIAMETER OF THREE INCHES OR GREATER.

(1) HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

(a) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(b) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.

(c) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

(d) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.

(2) VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.

(a) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(b) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(c) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B), ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

H C-7 FDEP MINIMUM SEPARATION NOTES
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STEVEN W. MONROE, P.E. #61778
SIGNATURE:
DATE: MAY 2, 2019
THESE PLANS ARE NOT VALID WITHOUT THE ENGINEER OF RECORDS ORIGINAL SIGNATURE, DATE & SEAL

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PE #61778 PHONE: 321-544-8177 CA #32271

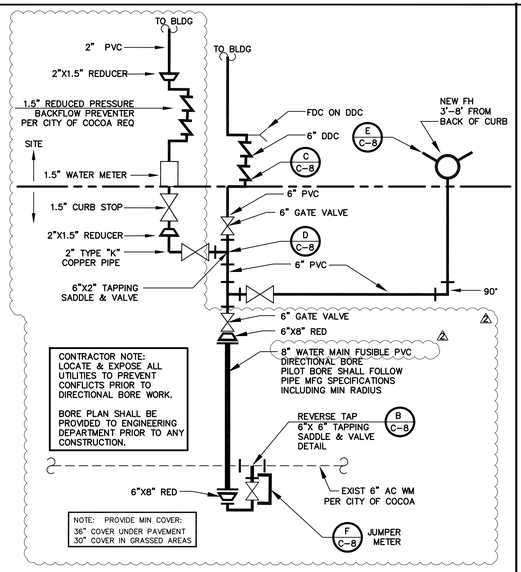
PROJECT: DR. JOE LEE SMITH COMMUNITY CENTER

SHEET TITLE: UTILITY DETAILS

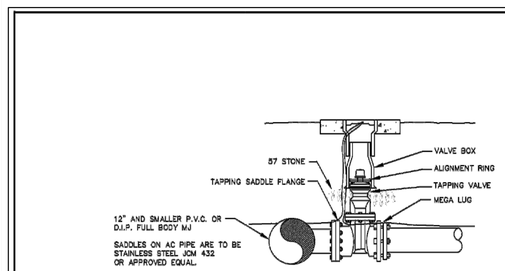
ISSUE DATE: 12-5-18	DRAWN BY: SM	CHECK BY: SM	APPR. BY: SM	SCALE: 1:30

REV.	BY	DATE		JOB NO.
1	SM	12-5-18	ISSUED FOR BID	18-031
				SHEET: 8 OF 12
				C-7

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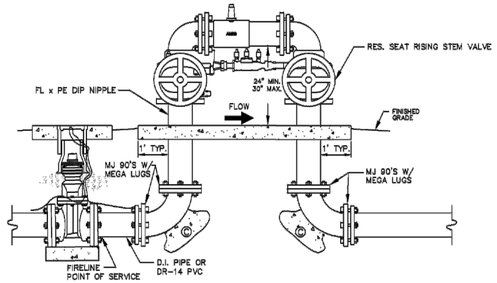


A C-8 WATER CONNECTION DETAIL
NTS



TAPPING SADDLE AND VALVE
NTS

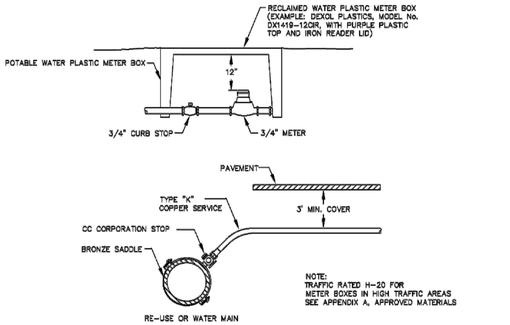
B C-8 TAPPING SADDLE AND VALVE DETAIL
NTS



NOTES:
1. ALTHREAD ROD WILL NOT BE PERMITTED.
2. FIRE DEPARTMENT CONNECTIONS (FDC) WILL NOT BE PERMITTED ON ABOVE GROUND PIPING.
3. ASSEMBLY TO BE PAINTED RUST-O-THANE RED NO. 9405-1611
4. ALL ABOVE GROUND BOLTS AND NUTS TO BE 18-8 TYPE 304 STAINLESS STEEL.
5. CITY OWNS AND MAINTAINS TO BOTTOM FITTING ON DOWNSTREAM SIDE.
6. FOUR TO SIX BOLLARDS MAY BE REQUIRED, SPACED 18" FROM CENTERLINE.
7. A FIRELINE CONTRACTOR SHALL BE REQUIRED FROM THE FIRELINE POINT OF SERVICE.

Ⓒ REFER TO THRUST BLOCK NOTES & DETAILS.

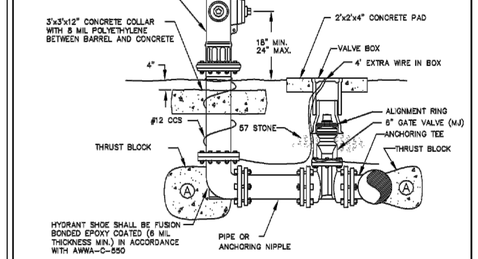
C C-8 DOUBLE DETECTOR CHECK DETAIL
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NOTE: TRAFFIC RATED H-20 FOR METER BOXES IN HIGH TRAFFIC AREAS SEE APPENDIX A, APPROVED MATERIALS

TYPICAL SERVICE LINE
NTS

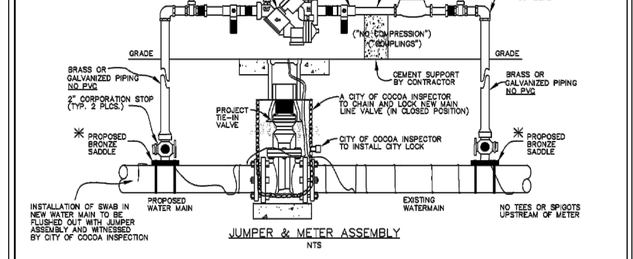
D C-8 TYPICAL SERVICE CONNECTION DETAIL



NOTES:
1. CITY CREWS WILL APPLY FINISH PAINT COAT.
2. HYDRANT RISERS WILL NOT BE PERMITTED.
3. FIRE HYDRANT WILL HAVE 18-8 TYPE 304 STAINLESS STEEL BOLTS AND NUTS (BONNET, TRAFFIC FLANGE AND SHOE).
4. SEE SPECIFICATION 1.2.5.

Ⓐ REFER TO THRUST BLOCK NOTES AND DETAILS.

E C-8 FIRE HYDRANT DETAIL
NTS



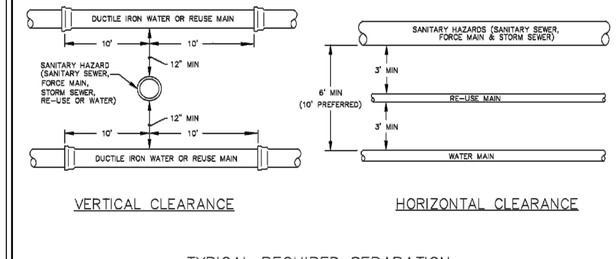
JUMPER & METER ASSEMBLY
NTS

BACKFLOW PREVENTER TO BE TESTED AFTER INSTALLATION. CONTRACTOR TO PROVIDE TEST RESULTS TO INSPECTORS.

INLET: AWWA TAPER ("CC") THREAD OUTLET: F.I.P. THREAD

NOTES:
1. REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED WATER MAIN IMPROVEMENTS.
2. ONLY EXCEPTION TO JUMPER AND METER ASSEMBLY IS INSTALLATION OF FIRE HYDRANT WHERE AN ANCHORING NIPPLE IS USED.

F C-8 JUMPER AND METER ASSEMBLY DETAIL
NTS



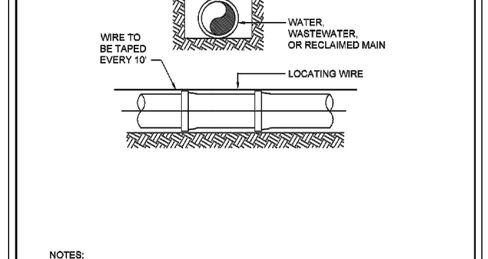
VERTICAL CLEARANCE

HORIZONTAL CLEARANCE

TYPICAL REQUIRED SEPARATION
NTS

PER FDEP 62-555.314

C C-8 TYPICAL REQUIRED SEPARATION DETAIL
NTS



NOTES:
1. ALL PIPE SHALL REQUIRE INSULATED LOCATING WIRE (#12 CCS) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE TAPED EVERY 10' TO TOP CENTERLINE OF THE PIPE.
2. WIRE IS TO BE CONNECTED TOGETHER USING AN UNDERGROUND WIRE NUT WITH A SILICON BASED SEALANT.
3. SEE SECTION 1.5.5.

H C-8 LOCATING WIRE DETAIL
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ENGINEERS CERTIFICATION
STEVEN W. MONROE, P.E. #61778
SIGNATURE: _____
DATE: MAY 2, 2019
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PE #61778 PHONE: 321-544-8177 CA #32271

PROJECT: DR. JOE LEE SMITH COMMUNITY CENTER

SHEET TITLE: UTILITY DETAILS

ISSUE DATE: 12-5-18	DRAWN BY: SM	CHECK BY: SM	APPR. BY: SM	SCALE: 1:30

REV.	BY	DATE	
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2	SM	4-12-19	REV PER CITY OF COCOA

JOB NO. 18-031
SHEET: 9 OF 12
C-8

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TAPPING SADDLE AND VALVE	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
	CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
	DESIGN BY:	SHEET: 1 OF 1
	ACAD NAME: TAPPING SADDLE AND VALVE	

"N" PATTERN DOUBLE CHECK DETECTOR ASSEMBLY	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
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	DESIGN BY:	SHEET: 1 OF 1
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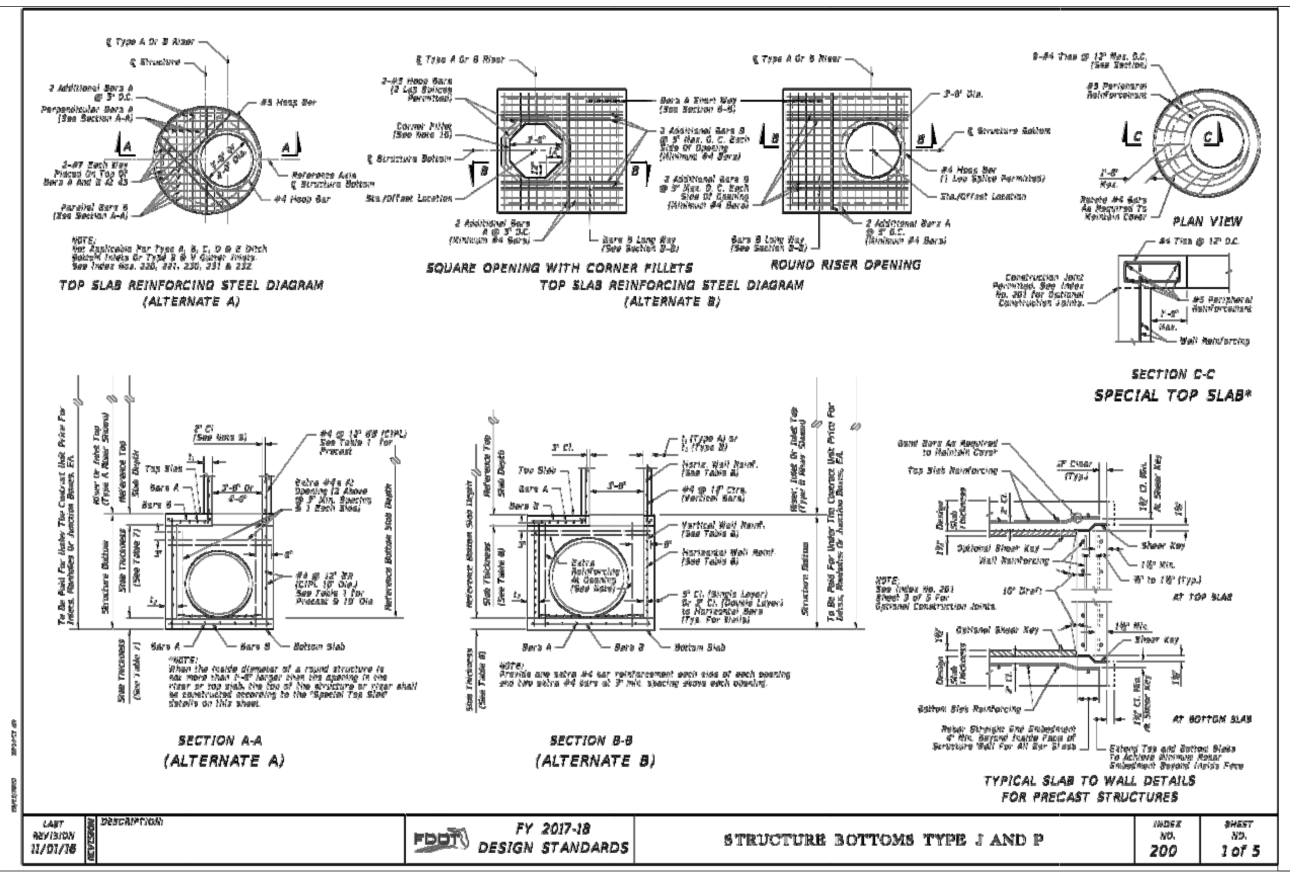
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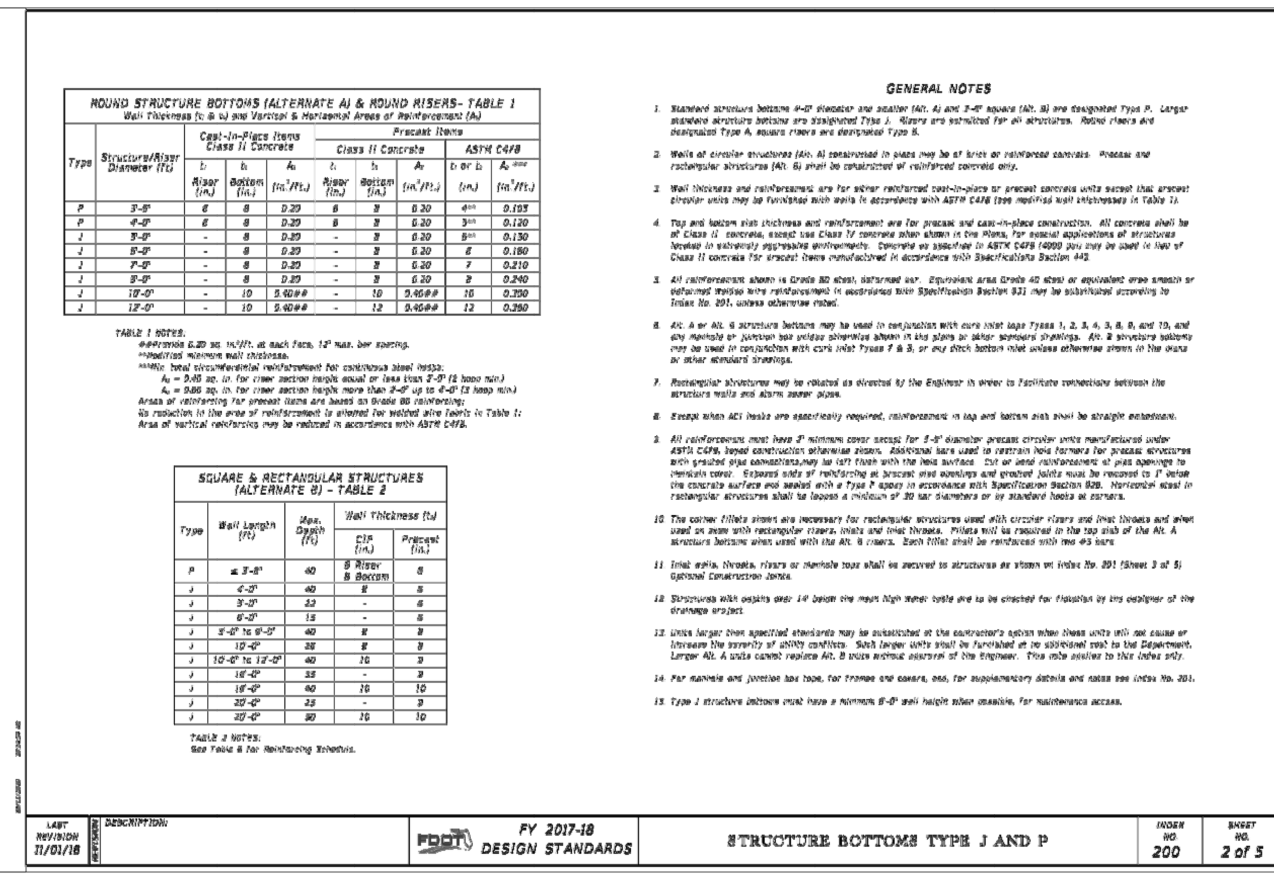
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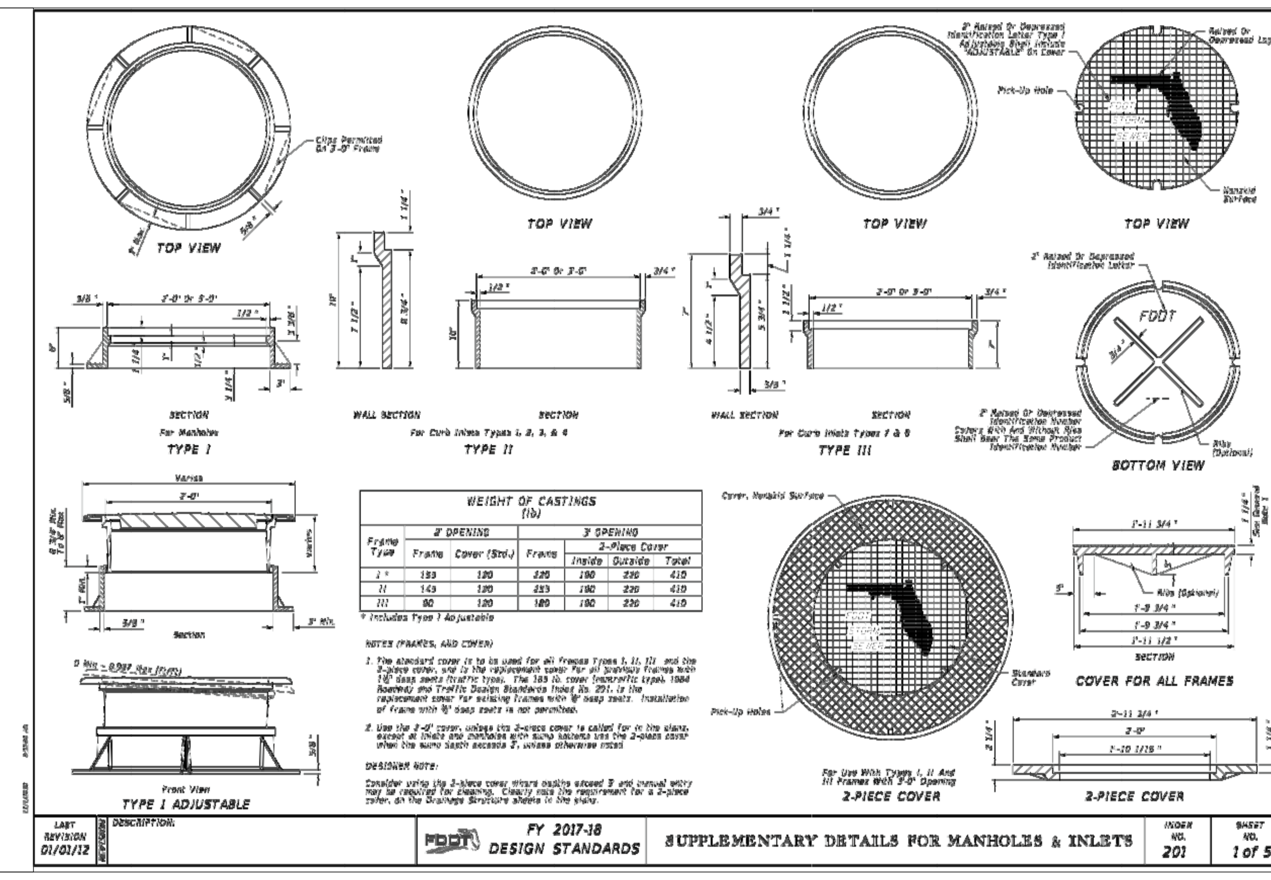
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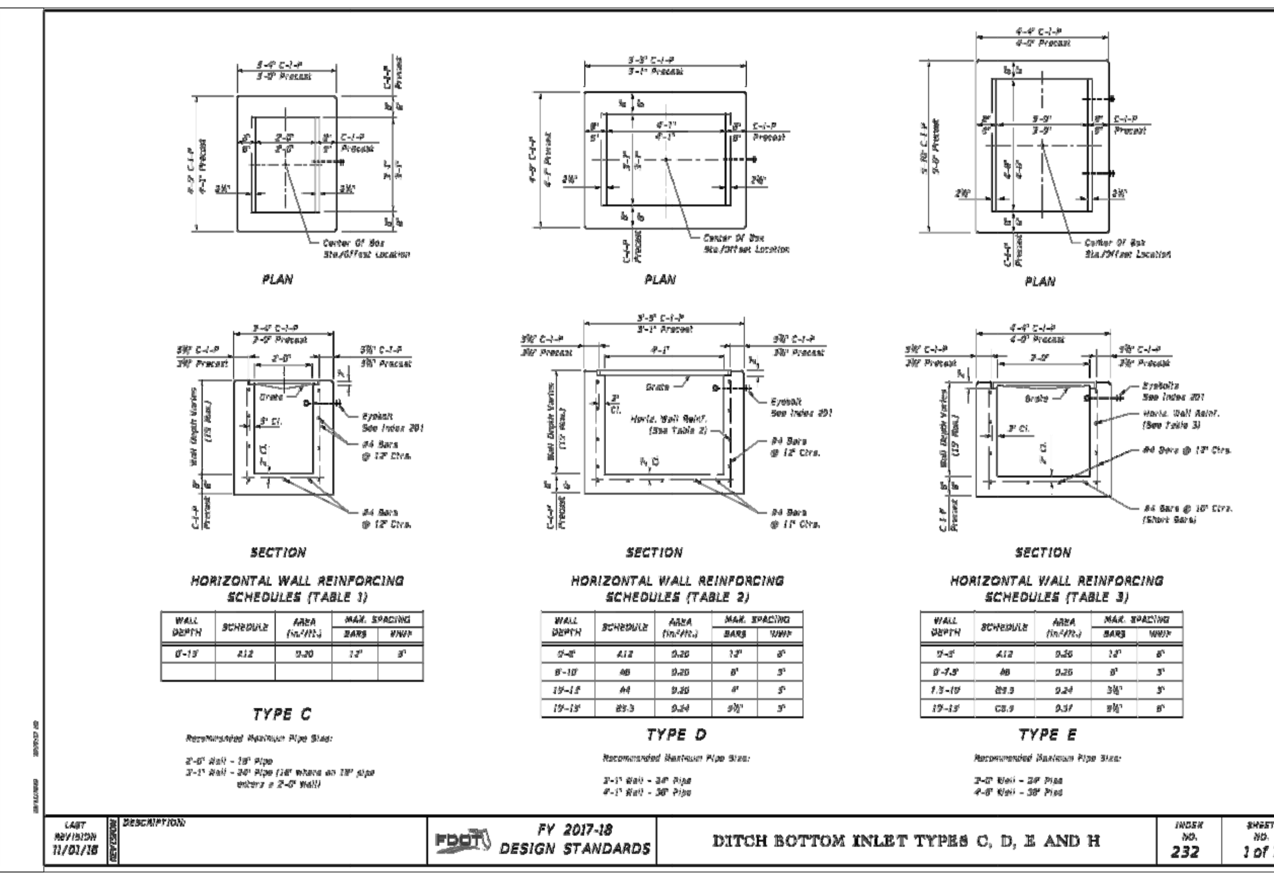
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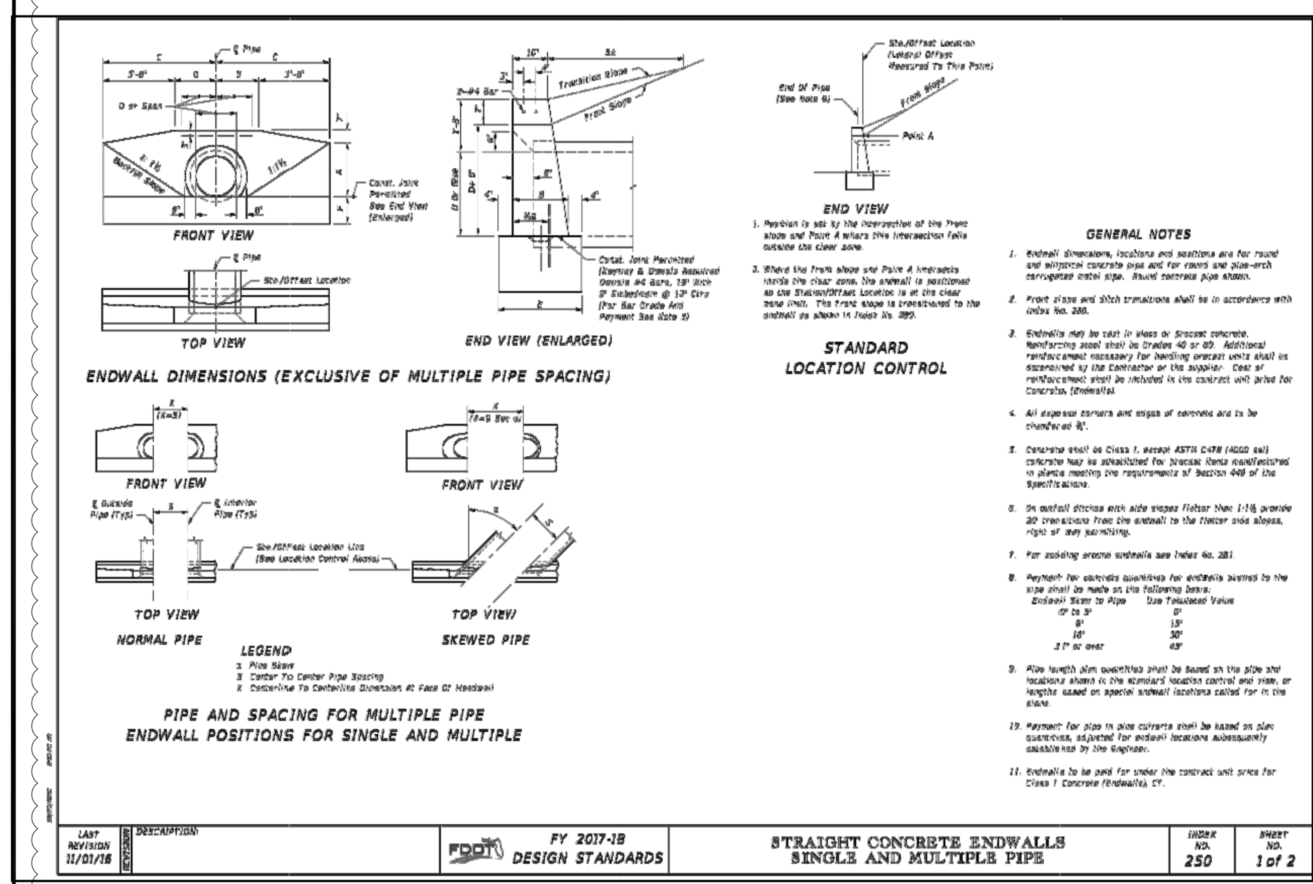
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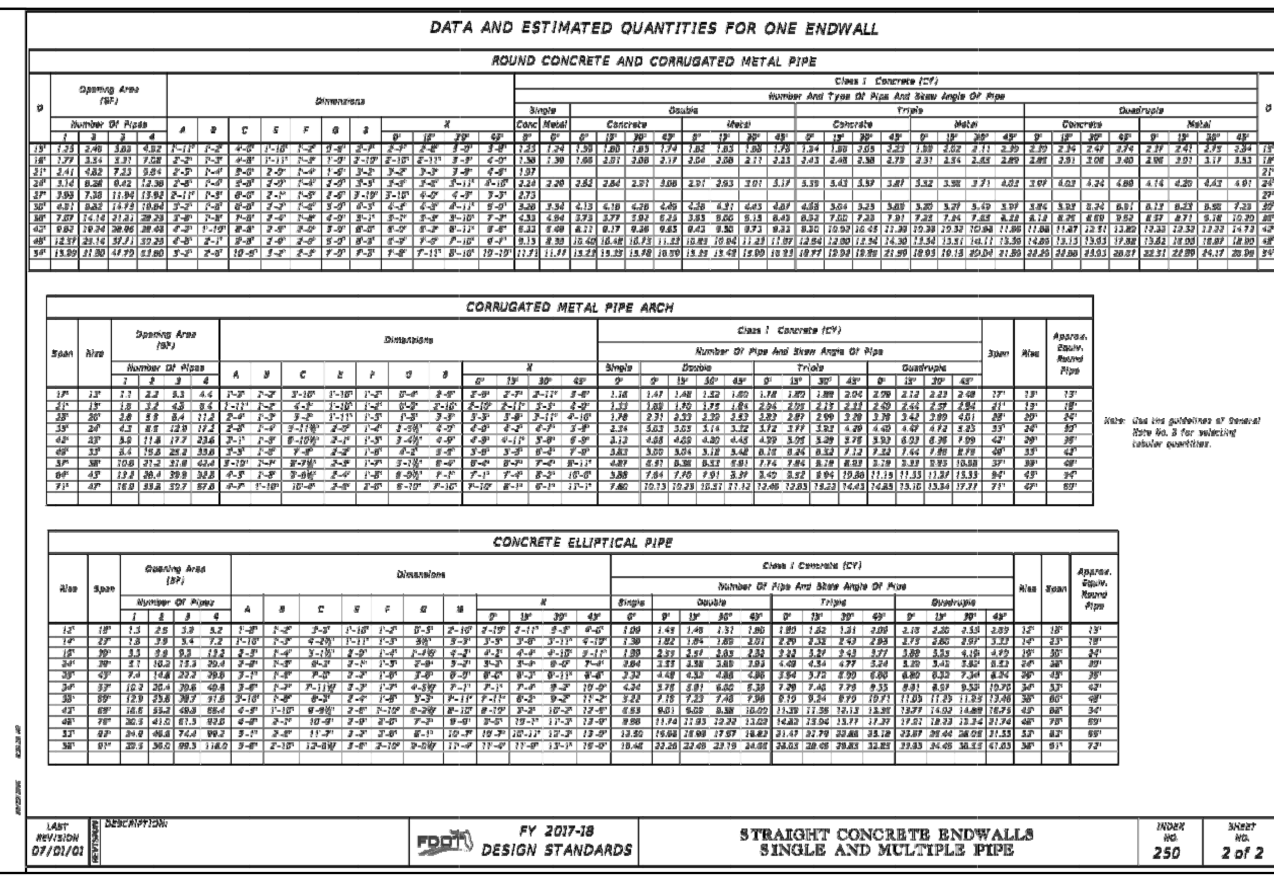


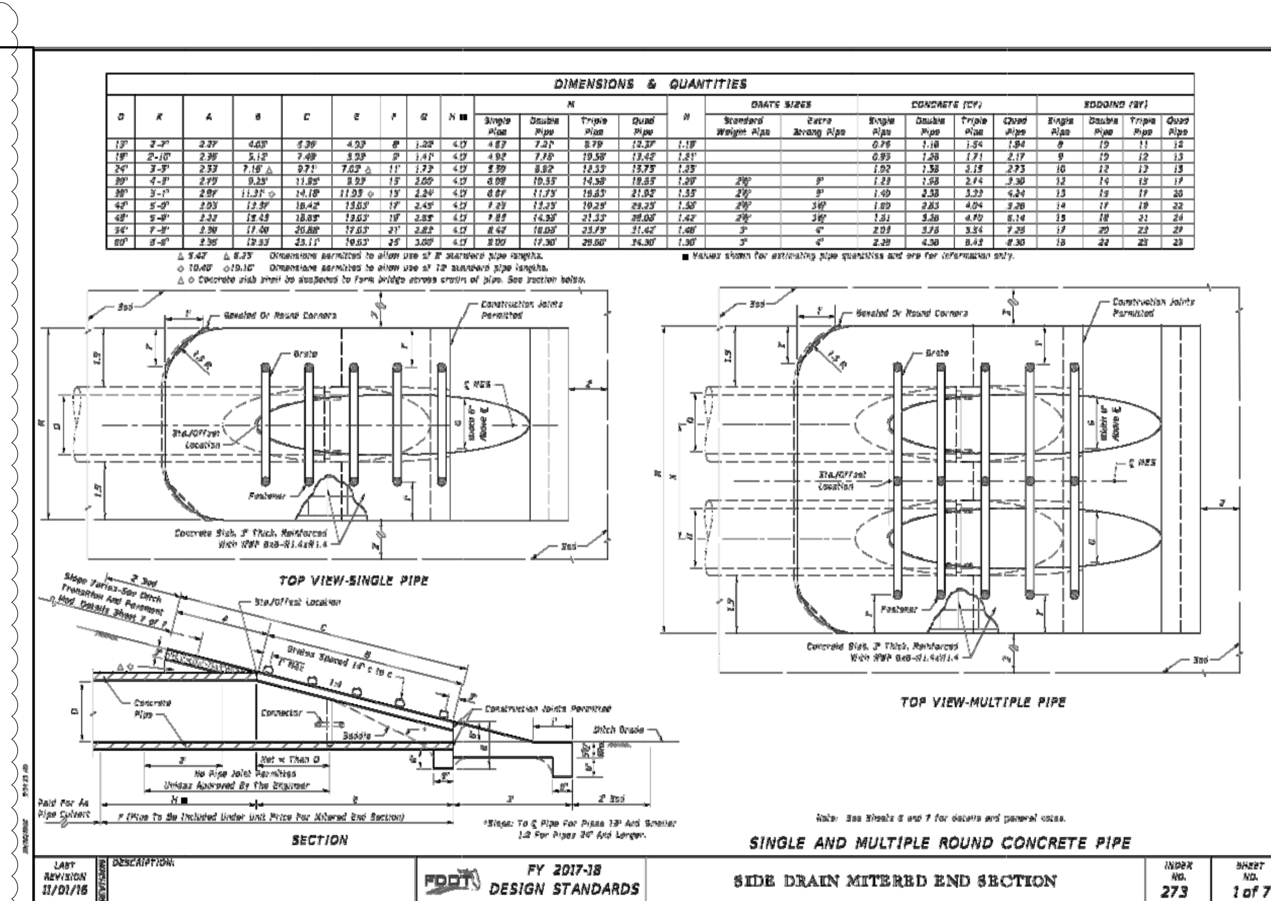


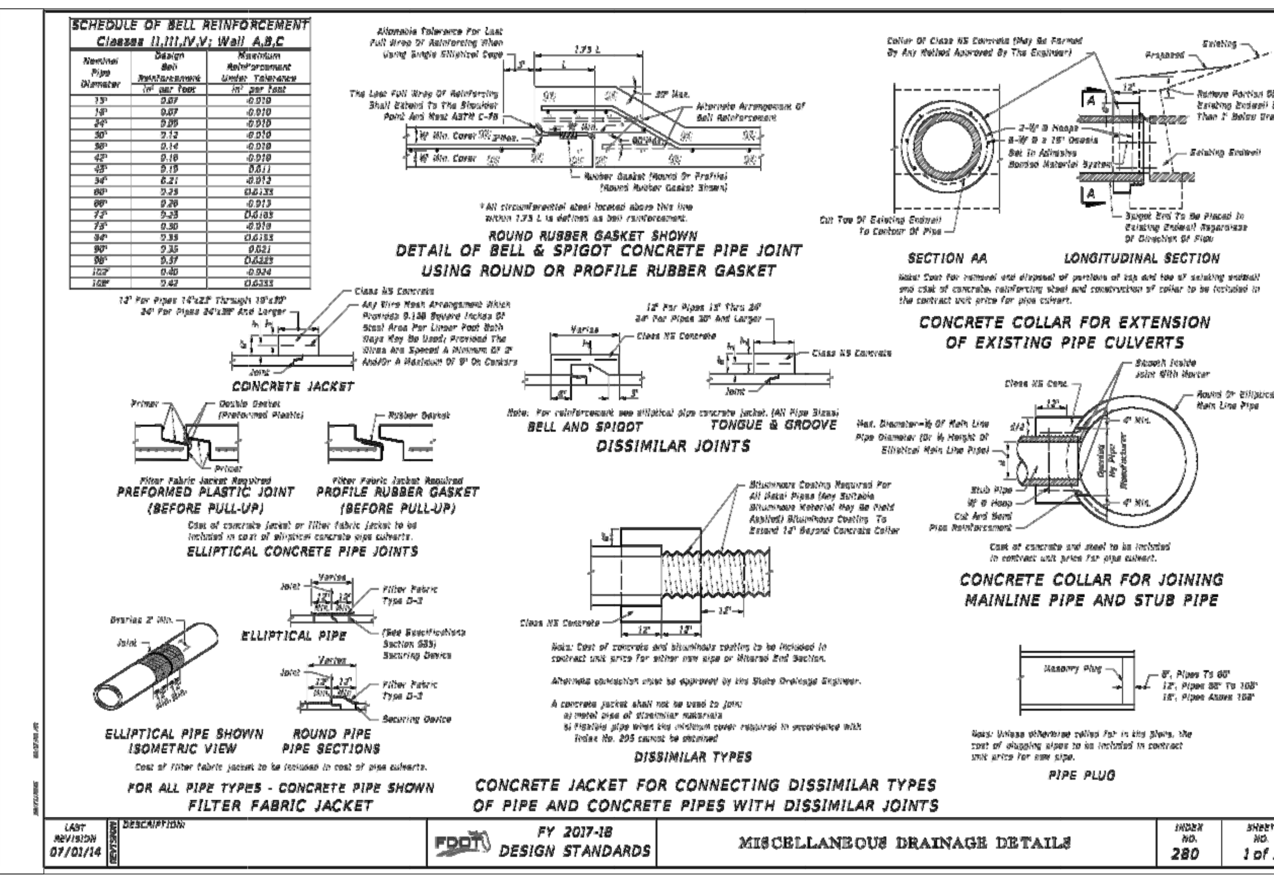


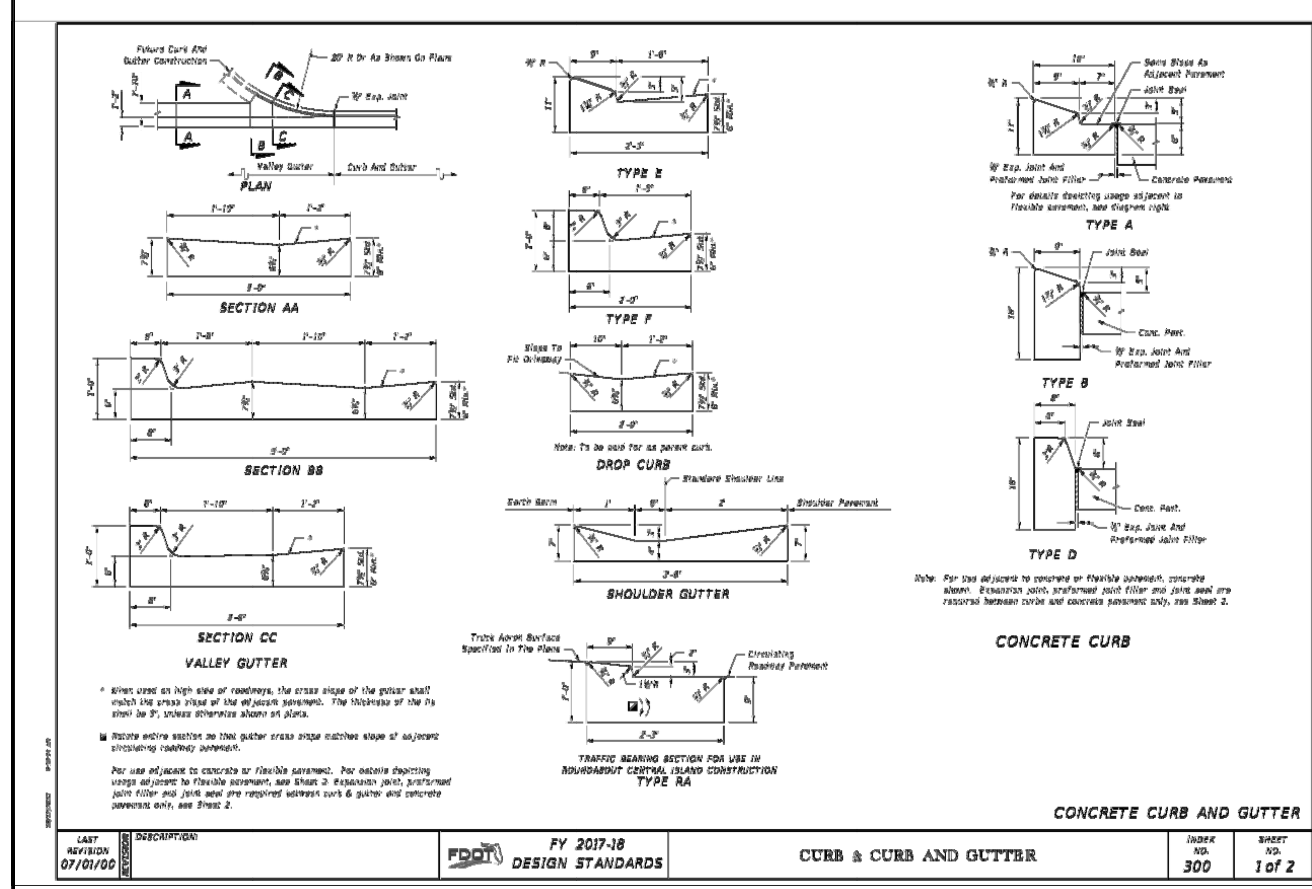


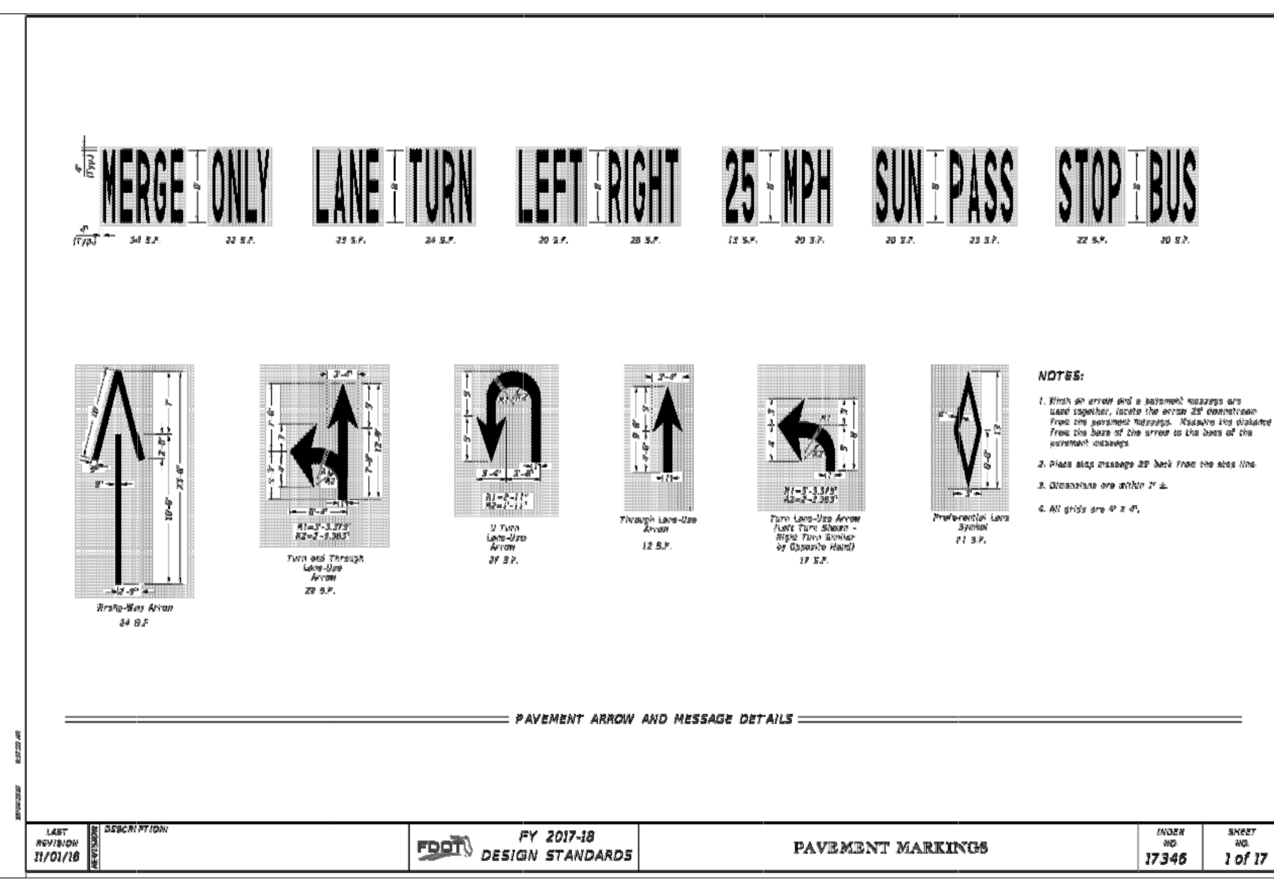


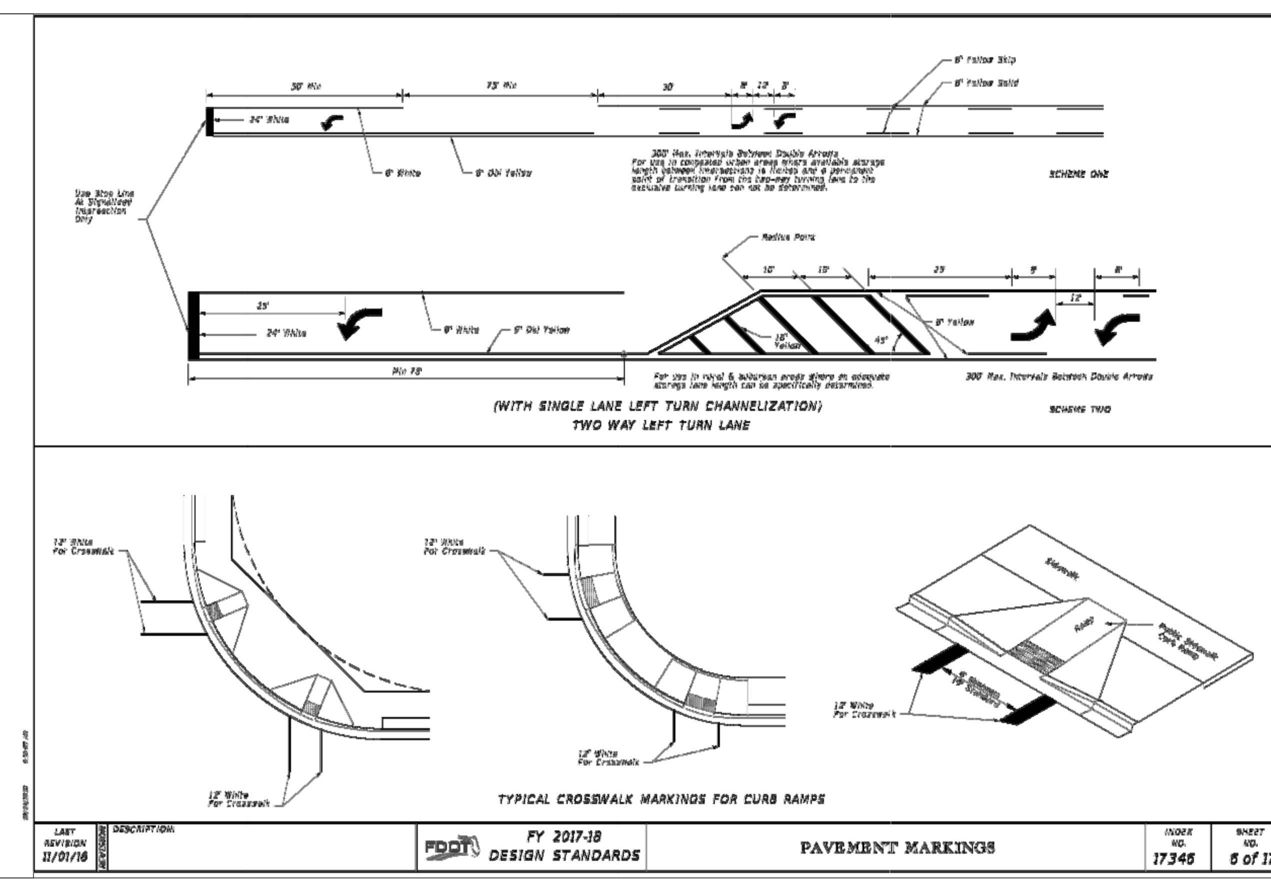












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ENGINEERS CERTIFICATION

STEVEN W. MONROE, P.E. #61778

SIGNATURE: ____________________

DATE: MAY 2, 2019

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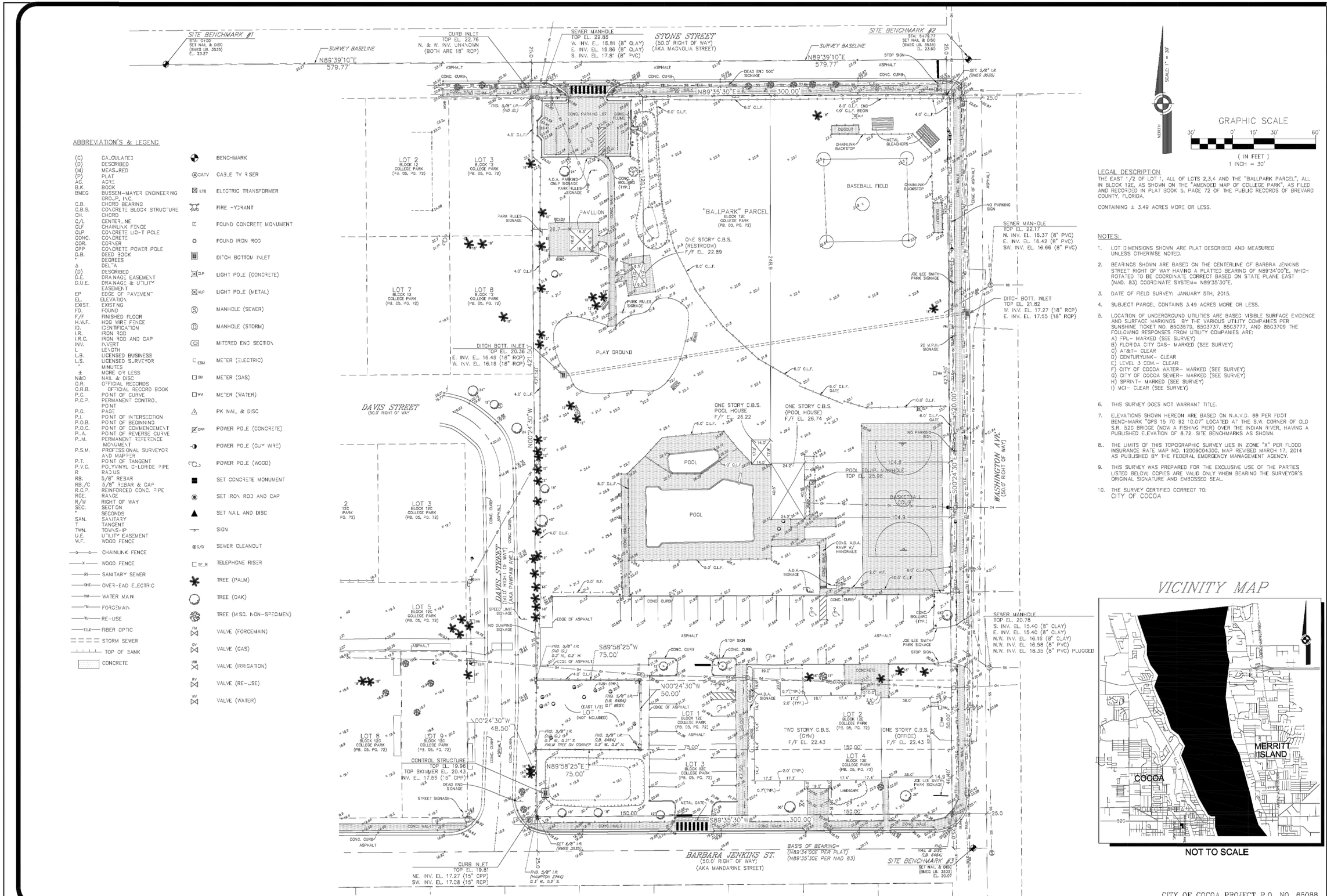
PROJECT:
DR. JOE LEE SMITH COMMUNITY CENTER

SHEET TITLE:
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ABBREVIATION'S & LEGEND

(C)	CALCULATED
(D)	DESCRIBED
(M)	MEASURED
(P)	PLAT
AC.	ACRE
B.K.	BOOK
BMEG	BUSSEN-MAYER ENGINEERING GROUP, INC.
C.B.	CHORD BEARING
C.B.S.	CONCRETE BLOCK STRUCTURE
CH.	CHORD
C/L	CENTER LINE
CLF	CHAINLINK FENCE
CLP	CONCRETE LIG-T POLE
CONC.	CONCRETE
COR.	CORNER
CPP	CONCRETE POWER POLE
D.B.	DEED BOOK
°	DEGREES
Δ	DELTA
(D)	DESCRIBED
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE & UTILITY EASEMENT
EP	EDGE OF PAVEMENT
EL.	ELEVATION
EXIST.	EXISTING
FD.	FOUND
F/F	FINISHED FLOOR
H.W.F.	HOG WIRE FENCE
ID.	IDENTIFICATION
I.R.	IRON ROD
I.R.C.	IRON ROD AND CAP
INV.	INVERT
L	LENGTH
L.B.	LICENSED BUSINESS
L.S.	LICENSED SURVEYOR
'	MINUTES
±	MORE OR LESS
N&D	NAIL & DISC
O.R.	OFFICIAL RECORDS
O.R.B.	OFFICIAL RECORD BOOK
P.C.	PONT OF CURVE
P.C.P.	PERMANENT CONTROL POINT
P.C.	PAGE
P.I.	PONT OF INTERSECTION
P.O.B.	PONT OF BEGINNING
P.O.C.	PONT OF COMMENCEMENT
P.R.A.	PONT OF REVERSE CURVE
P.R.M.	PERMANENT REFERENCE MONUMENT
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.T.	PONT OF TANGENT
P.V.C.	POLYVINYL CHLORIDE PIPE
R	RADIUS
RB.	5/8" REBAR
RB./C	5/8" REBAR & CAP
R.C.P.	REINFORCED CONC. PIPE
RGE.	RANGE
R/W	RIGHT OF WAY
SEC.	SECTION
"	SECONDS
SAN.	SANITARY
T	TANGENT
TWN.	TOWNSHIP
U.E.	UTILITY EASEMENT
W.F.	WOOD FENCE
—o—o—	CHAINLINK FENCE
—x—	WOOD FENCE
—SS—	SANITARY SEWER
—OHE—	OVER-EAD ELECTRIC
—WM—	WATER MAIN
—FM—	FORCEMAIN
—RU—	RE-USE
—TELE—	FIBER OPTIC
— — —	STORM SEWER
	TOP OF BANK
	CONCRETE

	BENCHMARK
CATV	CABLE TV RISER
ETR	ELECTRIC TRANSFORMER
	FIRE HYDRANT
	FOUND CONCRETE MONUMENT
	FOUND IRON ROD
	DITCH BOTTOM INLET
LP	LIGHT POLE (CONCRETE)
MLP	LIGHT POLE (METAL)
S	MANHOLE (SEWER)
D	MANHOLE (STORM)
	MITERED END SECTION
ESM	METER (ELECTRIC)
GM	METER (GAS)
WM	METER (WATER)
	PK NAIL & DISC
PP	POWER POLE (CONCRETE)
	POWER POLE (GUY WIRE)
	POWER POLE (WOOD)
	SET CONCRETE MONUMENT
	SET IRON ROD AND CAP
	SET NAIL AND DISC
	SIGN
C/O	SEWER CLEANOUT
TELR	TELEPHONE RISER
	TREE (PALM)
	TREE (OAK)
	TREE (MISC. NON-SPECIMEN)
FM	VALVE (FORCEMAIN)
GV	VALVE (GAS)
IRR	VALVE (IRRIGATION)
RV	VALVE (RE-USE)
WV	VALVE (WATER)

LEGAL DESCRIPTION

THE EAST 1/2 OF LOT 1, ALL OF LOTS 2,3,4 AND THE "BALLPARK PARCEL", ALL IN BLOCK 12E, AS SHOWN ON THE "AMENDED MAP OF COLLEGE PARK", AS FILED AND RECORDED IN PLAT BOOK 5, PAGE 72 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING ± 3.49 ACRES MORE OR LESS.

NOTES:

1. LOT DIMENSIONS SHOWN ARE PLAT DESCRIBED AND MEASURED UNLESS OTHERWISE NOTED.
2. BEARINGS SHOWN ARE BASED ON THE CENTERLINE OF BARBRA JENKINS STREET RIGHT OF WAY HAVING A PLATTED BEARING OF N89°34'00"E, WHICH ROTATED TO BE COORDINATE CORRECT BASED ON STATE PLANE EAST (NAD. 83) COORDINATE SYSTEM= N89°35'30"E.
3. DATE OF FIELD SURVEY: JANUARY 5TH, 2015.
4. SUBJECT PARCEL CONTAINS 3.49 ACRES MORE OR LESS.
5. LOCATION OF UNDERGROUND UTILITIES ARE BASED VISIBLE SURFACE EVIDENCE AND SURFACE MARKINGS BY THE VARIOUS UTILITY COMPANIES PER SUNSHINE TICKET NO. 8503979, 8503737, 8503777, AND 8503709 THE FOLLOWING RESPONSES FROM UTILITY COMPANIES ARE:
   A) FPL- MARKED (SEE SURVEY)
   B) FLORIDA CITY GAS- MARKED (SEE SURVEY)
   C) AT&T- CLEAR
   D) CENTURYLINK- CLEAR
   E) LEVEL 3 COM.- CLEAR
   F) CITY OF COCOA WATER- MARKED (SEE SURVEY)
   G) CITY OF COCOA SEWER- MARKED (SEE SURVEY)
   H) SPRINT- MARKED (SEE SURVEY)
   I) WCI- CLEAR (SEE SURVEY)
6. THIS SURVEY DOES NOT WARRANT TITLE.
7. ELEVATIONS SHOWN HEREON ARE BASED ON N.A.V.D. 88 PER FDOT BENCHMARK "GPS 15 70 92 10.07" LOCATED AT THE S.W. CORNER OF OLD S.R. 520 BRIDGE (NOW A FISHING PIER) OVER THE INDIAN RIVER, HAVING A PUBLISHED ELEVATION OF 8.72. SITE BENCHMARKS AS SHOWN.
8. THE LIMITS OF THIS TOPOGRAPHIC SURVEY LIES IN ZONE "X" PER FLOOD INSURANCE RATE MAP NO. 12009C0430G, MAP REVISED MARCH 17, 2014 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
9. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW, COPIES ARE VALID ONLY WHEN BEARING THE SURVEYOR'S ORIGINAL SIGNATURE AND EMBOSSED SEAL.
10. THE SURVEY CERTIFIED CORRECT TO:
    CITY OF COCOA

VICINITY MAP

NOT TO SCALE

CERTIFICATE:
I hereby certify that the survey shown hereon is true and correct to the best of my knowledge and belief, as performed under my direction and supervision, and that it meets or exceeds the minimum technical standards set forth by the Board of Professional Land Surveyors in Chapter 5J-17.052 Florida Administrative Code, pursuant to Section 472.027, Florida statutes.

Joseph Barry Cabaniss, P.L.S. — Date
FLORIDA CERTIFICATE NO.: 6254
BUSSEN MAYER ENGINEERING CERTIFICATE NO.: 3535

BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED FOR:
CITY OF COCOA
JOE LEE SMITH PARK
City of Cocoa — Florida

Bussen-Mayer Engineering Group, Inc.
100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0010 • FAX NO.: (321) 454-6885

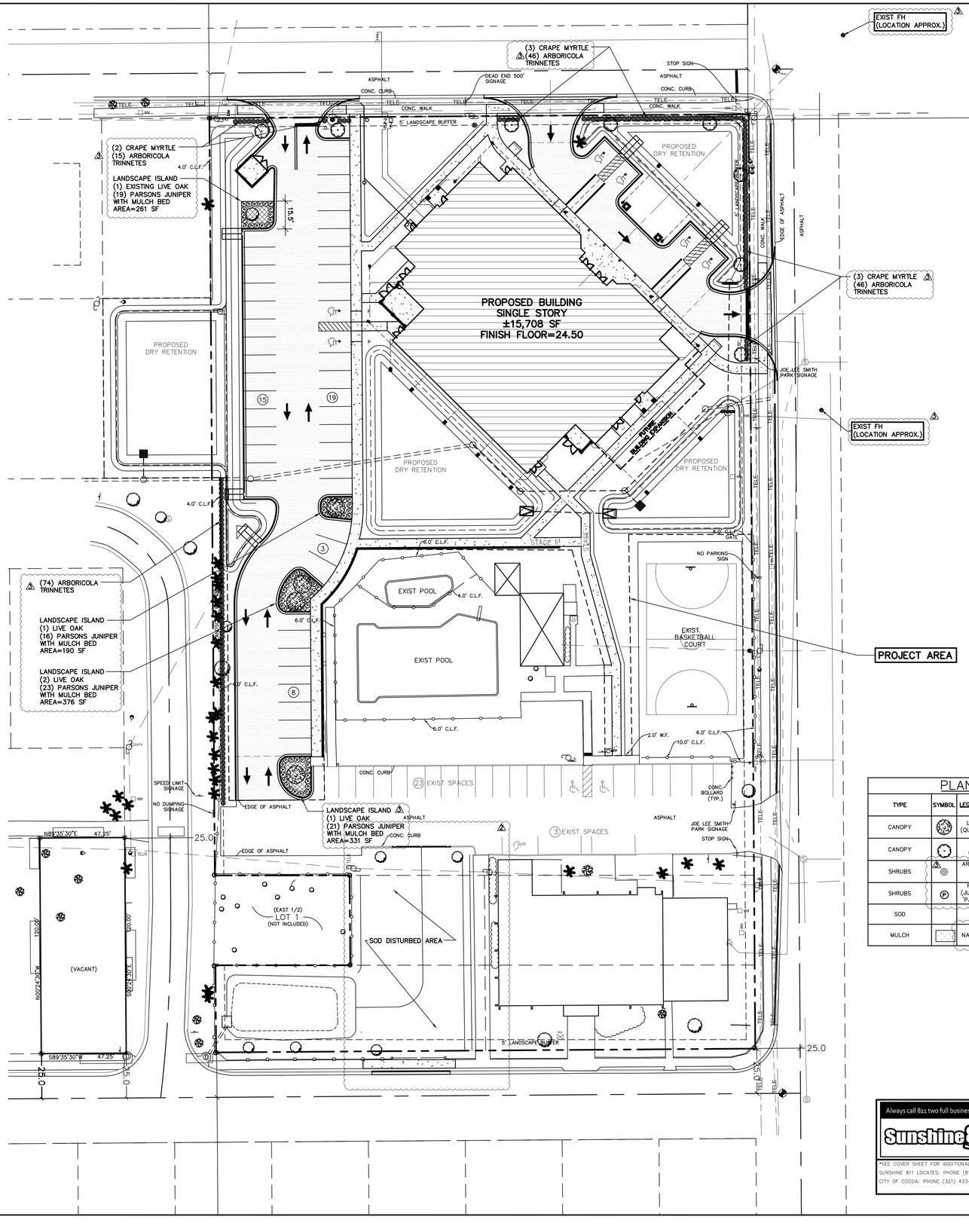
REVISIONS | DATE

Sec.: 33
Twp.: 24 South
Rng.: 36 East
Design by : -
Drawn by : AJH
Checked by : JBC

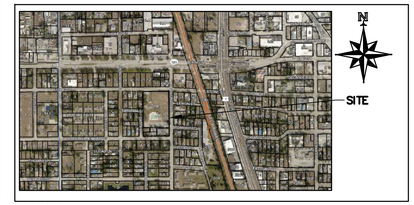
Date : 01/22/15
Scale : 1" = 20'
Proj. No.: 376815
Sheet No. 1 of 1

CITY OF COCOA PROJECT P.O. NO. 65088

PROJECT: DR. JOE LEE SMITH COMMUNITY CENTER — JOB NO. 18-031
SHEET TITLE: SURVEY
SURVEY DATE: P.B. 124 S. B36 E. 85', PG. 38-38
SHEET: 11 OF 12 — C-10







DIRECTIONS:
TAKE INTERSTATE HIGHWAY I95 EXIT 201, SR 520 (KING STREET) IN COCOA. CONTINUE EAST ON SR 520 FOR 3.7 MILES TO WASHINGTON AVENUE. TURN SOUTH ONTO WASHINGTON AVENUE AND CONTINUE FOR ONE BLOCK TO STONE STREET. SITE IS LOCATED ON THE SW CORNER OF STONE STREET AND WASHINGTON AVENUE.

VICINITY

LANDSCAPE NOTES:

1. ALL LANDSCAPE SHALL MEET THE CITY OF COCOA CRITERIA AS A MINIMUM. ANY SUBSTITUTIONS OR CHANGES MADE TO THIS LANDSCAPE PLAN MUST BE APPROVED BY THE CITY.
2. ALL LANDSCAPE AREAS (TREES & PLANTS) TO BE FULLY IRRIGATED.
3. AUTOMATIC IRRIGATION SYSTEM DESIGNED & INSTALLED BY IRRIGATION CONTRACTOR MUST BE EQUIPPED WITH A RAIN SENSOR. IRRIGATION SYSTEM PERMITS SHALL BE OBTAINED PRIOR TO INSTALLATION.
4. ALL NEW PLANT MATERIALS ARE TO BE FLORIDA #1 GRADE OR BETTER AS DEFINED IN "GRADE STANDARDS FOR NURSERY PLANTS", 1998 EDITION, PUBLISHED BY FLORIDA DEPT. OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF PLANT INDUSTRY.
5. ALL SIDE SLOPES GREATER THAN 4:1 SHALL BE FULLY SODDED. SOD IS TO BE PINNED IN PLACE ON SLOPES GREATER THAN 3:1.
6. ALL NEW TREES TO BE GRADE #1 OR BETTER PER GRADES & STANDARDS, STATE OF FLORIDA DEPARTMENT OF AGRICULTURE (1998).
7. IRRIGATION SYSTEMS SHALL BE DESIGNED TO MINIMIZE OVER SPRAY, RUN-OFF AND PONDING OF RECLAIMED WATER. DISCHARGE INTO WATER BODIES THAT DISCHARGE DIRECTLY OR INDIRECTLY INTO WATERS OF THE STATE IS PROHIBITED.

NOTE: RECLAIMED WATER IS AVAILABLE TO THIS SITE. IRRIGATION SHALL BE PROVIDED BY RECLAIMED WATER.

PROVIDE REQUIRED SIGNAGE AT ALL ENTRANCES STATING SITE IS IRRIGATED WITH RECLAIMED WATER.

NOTE:
SEED & MULCH BOTTOM OF DRY RETENTION PONDS. DO NOT SOD.

SOD ALL DRY RETENTION SIDE SLOPES

CITY OF COCOA NOTES:
1. ALL LANDSCAPE PLANTS AND TREES TO RECEIVE RECLAIMED DRIP IRRIGATION. TURF AND SOD WILL NOT BE IRRIGATED.
2. RECLAIM WATER WILL CONNECT ALONG STONE STREET.
3. INSTALL IRRIGATION CONTROLLER ON OUTSIDE OF BUILDING.

RECLAIMED WATER (IF APPLICABLE):

1. ALL RECLAIMED WATER IRRIGATION SYSTEM PIPING, FIXTURES AND DEVICES SHALL BE COLOR CODED PURPLE. THE PURPLE COLOR SHALL BE ADDED AS A PIGMENT TO THE MATERIAL AT TIME OF MANUFACTURER.
2. ALL RECLAIMED WATER VALVE BOXES, METER BOXES OR SIMILAR DEVICE COVERS SHALL BE LABELED "RECLAIMED WATER" AND COLOR CODED PURPLE.
3. REUSE IRRIGATION SYSTEM DESIGNED & INSTALLED BY IRRIGATION CONTRACTOR (IF APPLICABLE). IRRIGATION SYSTEM PERMITS SHALL BE OBTAINED PRIOR TO INSTALLATION.

LANDSCAPE CALCULATIONS:

TREES (BETWEEN ABUTTING ROW & ADJACENT OFF-STREET PARKING):
(1) TREE PER 50LF OF RIGHT OF WAY
NORTH: 152 LF LOT PERIMETER / 50 = 3 TREES REQUIRED
= 0 TREES EXISTING
= 5 TREES PROVIDED
= 61 SHRUBS PROVIDED

EAST: 114 LF LOT PERIMETER / 50 = 3 TREES REQUIRED
= 0 TREES EXISTING
= 3 TREES PROVIDED
= 46 SHRUBS PROVIDED

WEST: 183 LF LOT PERIMETER / 50 = 4 TREES REQUIRED
= 16 TREES EXISTING
= 0 TREES PROVIDED
= 74 SHRUBS PROVIDED

TREES (PERIMETER ABUTTING COMMERCIAL PROPERTY): NA

INTERIOR LANDSCAPE:
10 SF INTERIOR LANDSCAPE PER PARKING SPACE
49 PARKING SPACES X 10 SF = 490 SF REQUIRED
= 1,158 SF PROVIDED

(1) TREE PER INTERIOR LANDSCAPE ISLAND
4 INTERIOR ISLANDS X 1 TREE = 4 TREES REQUIRED
OR (THE GREATER)
1 TREE PER 100 SF OF REQUIRED INTERIOR LANDSCAPE
REQUIRED INTERIOR LANDSCAPE 490 SF / 100 = 5 TREES REQUIRED
= 5 TREES PROVIDED

PLANT LEGEND (TOTAL QUANTITIES FOR SITE)

TYPE	SYMBOL	LEGEND COMMON NAME	MIN. HEIGHT	MIN. SPREAD	TRUNK/ SPACING	MIN. ROOT BALL	STAGE I	STAGE II	SITE QUANTITY
CANOPY		LAUREL OAK TREE (QUERCUS LAURIFOLIA)	10' OA.	4'	2.0" DBH @ 4' HT. MIN. 3' TRK.	45 GAL.	0	4	4
CANOPY		CREPE MYRTLE (LAGERSTROEMIA)	8' OA.	3'	1" DBH @ 4' HT. MIN. 3' TRK.	30 GAL.	8	0	8
SHRUBS		ARBOCOLA TRINNETES (SCHEFFLERA ARBORICOLA)	24" OA.	18"	30" O.C.	3 GAL.	107	74	181
SHRUBS	P	PARSONS JUNIPER (JUNIPERUS CHINENSIS 'PARSONII') 3 GAL.	18"-24" OA.		36" O.C.	3 GAL.	19	60	79
SOD		BAHIA SOD							
MULCH		NATURAL WOOD MULCH	3"						

<<CRAPE MYRTLES SHALL BE STANDARD CRAPE MYRTLES, NO MULTI-TRUNKS.

SURVEY: SURVEY INFORMATION USED IN THIS PROJECT TO DEPICT PROPERTY BOUNDARY, TOPOGRAPHY, TREES, UTILITIES & OTHER IMPROVEMENTS WAS PROVIDED BY BUSSEN-MAYER ENGINEERING GROUP, INC., PROJ. NO. 376815, DATED 1-22-15.

MONROE ENGINEERING, INC.
CIVIL ENGINEERING / STRUCTURAL ENGINEERING
P.O. BOX 121094, WEST MELBOURNE, FL. 32912
PE #61778 PHONE: 321-544-8177 CA #32271

PROJECT:
DR. JOE LEE SMITH COMMUNITY CENTER

Always call 811 two full business days before you dig
Sunshine811.com
*SEE COVER SHEET FOR ADDITIONAL INFORMATION
SUNSHINE 811 LOCATES: PHONE (811) OR (800)432-4770
CITY OF COCOA: PHONE (321) 433-8700

ENGINEERS CERTIFICATION
STEVEN W. MONROE, P.E. #61778
SIGNATURE: _____
DATE: MAY 2, 2019
THESE PLANS ARE NOT VALID WITHOUT THE ENGINEER OF RECORDS ORIGINAL SIGNATURE, DATE & SEAL

SEAL:

SHEET TITLE: LANDSCAPE PLAN

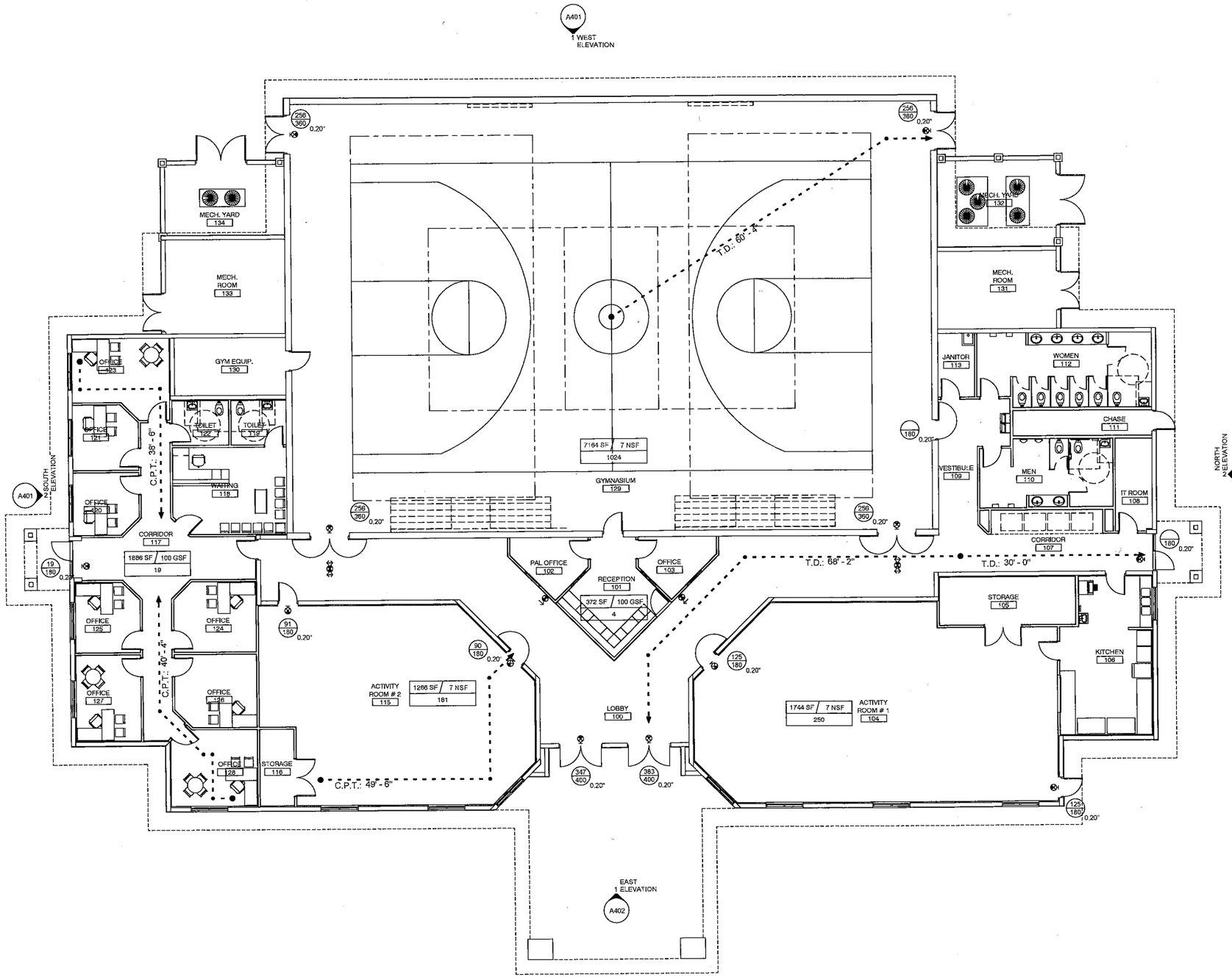
ISSUE DATE: 12-5-18 | DRAWN BY: SM | CHECK BY: SM | APPR. BY: SM | SCALE: 1:30

REV	BY	DATE	
1	SM	12-5-18	ISSUED FOR BID
2	SM	4-12-19	REV PER CITY OF COCOA
3	SM	5-2-19	REV PER CITY OF COCOA

JOB NO. 18-031
SHEET: 12 OF 12
L-1

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520/
Wilson
e (NE
rner)
King Street
King Street
Washington Avenue
Stone Street
Lemon Street
Satsuma Street
Joe Lee
Smith Park
Davis Street
Pomolo Street
Lucas Lane
Washington Avenue
© OpenStreetMap (and) contributors, CC-BY-SA



N 1 REFERENCE FLOOR PLAN
1/8" = 1'-0"

LIFE SAFETY NOTES

1. FIRE BARRIER DESIGNATIONS ARE FOR REVIEW PURPOSES ONLY. SEE FLOOR PLANS (A200 SERIES) FOR ASSOCIATED PARTITION TYPES.
2. CONSTRUCT FIRE-RATED WALLS TIGHT AGAINST THE FLOOR OR ROOF DECK ABOVE.
3. EXISTING RATING OF ALL RATED ASSEMBLIES SHALL BE MAINTAINED THROUGHOUT ALL STAGES OF CONSTRUCTION.

LIFE SAFETY LEGEND

- 1 HOUR FIRE BARRIER
- C.P.T.: 1' - 0" — COMMON PATH TRAVEL EGRESS
- T.D.: 1' - 0" — TRAVEL DISTANCE EGRESS
- CEILING MOUNTED EXIT SIGN
- WALL MOUNTED EXIT SIGN

ROOM OCCUPANT LOAD

100 SF / 10 GSF ← ROOM SF / OCCUPANT FACTOR
10 ← ALLOWABLE OCCUPANTS

EGRESS DOOR TAG:

X / Y / Z

X = NUMBER OF OCCUPANTS TO SERVE DOOR PER SEC 1029.2 - 50% OF TOTAL OCCUPANTS IN ASSEMBLY

Y = MAX. NUMBER OF OCCUPANTS EXIT CAN ACCOMODATE: WIDTH/Z

Z = EGRESS WIDTH PER OCCUPANT SERVED PER TABLE 1005.1

OCCUPANCY CLASSIFICATION:

ASSEMBLY GROUP A-3

CONSTRUCTION CLASSIFICATION:

TYPE II B

GROSS BUILDING AREA:

18,148 SF

ALLOWABLE HEIGHT AND AREA PER FLOOR, PER SECTION 504:

MAX HEIGHT: 3 STORIES (75')
MAX ALLOWABLE AREA: 38,000 SF
SPRINKLER REQUIREMENT: SPRINKLERED

FINISHES:
ALL INTERIOR FINISHES SHALL NOT EXCEED THE FLAME SPREAD AND SMOKE DEVELOPED REQUIREMENTS OF THE FBC

EXIT PASSAGEWAYS: CLASS B
ROOMS AND ENCLOSED SPACES: CLASS C

OCCUPANT LOAD

Code Space Function Key	Area	Code Floor Area per Occ	Occupant Count
Business Areas	2258 SF	100 SF	23
Assembly - Concentrated (Chairs only)	10174 SF	7 SF	1455
	12432 SF		1478

REQUIRED EXIT WIDTH: MINIMUM MET (0.20"/PERSON)

EXIT ACCESS TRAVEL DISTANCE: 250' MAX

EXIT ACCESS COMMON PATH DISTANCE: 75' MAX

MINIMUM PLUMBING FACILITIES

Fixture Type	Required	Provided
Xtech_FrankeSissonsLtd_SoapDispnsrs_SoapDispenser_SD300		2
WATER CLOSETS	1 PER 185 MALE, 1 PER 65 FEMALE	10
URINALS		2
SERVICE SINK	1 SERVICE SINK	1
LAVATORIES WALL HUNG		5
LAVATORIES	1 PER 200	8
DRINKING FOUNTAINS (FREE)	1 PER 500	2

APPLICABLE CODES:

REGULATORY AGENCIES: CITY OF COCOA

FLORIDA BUILDING CODE FIFTH EDITION (2017): BUILDING
FLORIDA BUILDING CODE FIFTH EDITION (2017): ACCESSIBILITY
FLORIDA FIRE PREVENTION CODE SIXTH EDITION (FFPC)
NFPA 101 LIFE SAFETY CODE (2018)
NFPA 1 FIRE CODE (2018)

REVIEW AND APPROVAL BY THE AHJ SHALL NOT RELIEVE THE APPLICANT OF THE RESPONSIBILITY OF COMPLIANCE WITH THESE CODES

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TSARK
ARCHITECTURE
Tsark Architecture, LLC
1990 W. New Haven Ave., Suite 306
Melbourne, Florida 32904
t: 321-241-6378
License Number: AA26003779

Dr. Joe Lee Smith Community Center
Washington St. Cocoa, FL 32922
Project No.: 19145

	Description	Date

FIRST FLOOR REFERENCE PLAN/LIFE SAFETY PLAN

DATE:	02/19/2019
DRAWN BY:	KDB
REVISION:	
SCALE	1/8" = 1'-0"

A101

Gregory L. Tsark, Architect
AR 93689

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003526138
Pymt Method Invoice
Net Amt: $214.38

Run Times: 1

No. of Affidavits: 1

Run Dates: 04/27/19

Text of Ad:

AD#3526138, 4/27/2019

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER
THE FOLLOWING:

A. PZ-18-00200017 – Large Scale Site Plan – Dr. Joe Lee Smith Community Center
The City of Cocoa, Public Works Department, is requesting Approval of a Large Scale Site Plan entitled "Dr. Joe Lee Smith Community Center". The subject property comprises 2 parcels of land totaling ±3.23 acres and is generally located at the southwest corner of Stone Street and Washington Street. The property is more specifically identified by the Brevard County Property Appraiser as Parcel #'s 24-36-33-00-264 and 24-36-33-CC-12.E-2. The City is proposing to develop a new community center building comprising a total of approximately 15,708 sq.ft. along with parking and stormwater retention facilities.

B. PZ-19-010 –Tree Removal Permit – 2656 N. Indian River Drive
Mr. Randy Sheive is requesting removal of an oak tree from the public right-of-way in front of his residence.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
May 1, 2019
AT 6:00 P.M. OR SOON THEREAFTER
IN THE
COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON
May 22, 2019
AT 6:00 P.M. OR SOON THEREAFTER
IN THE
COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

Legislation Details (With Text)

File #:	19-215	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/6/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	City Council's direction for the final design concept of the Promenade and Overlooks Project to replace the boardwalk in Riverfront Park destroyed during Hurricane Irma. Consider additional concept for knee-wall, and other substitute railing options. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Memo to Fuhrer - Concepts 5-16-19				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 6, 2019
Agenda Date: May 22, 2019
Prepared By: Frank Mirabito
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
City Council's direction for the final design concept of the Promenade and Overlooks Project to replace the boardwalk in Riverfront Park destroyed during Hurricane Irma. Consider additional concept for knee-wall, and other substitute railing options.

BACKGROUND:

After Hurricane Irma passed through Brevard County in September 2017, the Indian River Lagoon sustained extensive damage to the shoreline of Cocoa's Lee Wenner Park and surrounding areas. While the county sustained minimal damage, the waterfront parks were severely impacted by the strong winds and heavy rains. The City made temporary repairs to reopen Lee Wenner Park to visitors and boaters that frequent the park as a travel destination along the Indian River Lagoon. Among those repairs were minimal shoreline stabilization to stop further erosion, repairs to sidewalks, repairs to the boat launch area and securing the walkway and rails between Lee Wenner Park and Riverfront Park. These repairs were made for the safety of the visitors as Lee Wenner Park was the only park open in the Central Brevard area for boat access.

The City, recognizing the need to rebuild the Community Amenities that were lost to Hurricane Irma, through public participation developed a concept to restore the Promenade and Overlooks destroyed in the storm. This work included updating the Waterfront Master Plan to include construction of the replacement boardwalk now known as the Promenade with related Overlooks. This construction will make the waterfront more engaging. Because the construction will be landward of the existing

bulkhead, it will be more resistant to damage from future Hurricanes and other storm events. Improved resiliency is a requirement for future FEMA reimbursements.

Infrastructure Solution Services, LLC. (ISS) was instrumental in updating the Waterfront Master Plan, including this project, in addition to the Shoreline Restoration Project and the T-Dock and Day Slips project. ISS has developed this concept based on a public meeting regarding the Waterfront Reconstruction on Thursday November 8, 2018.

At the previous Council Meeting on April 24, 2019, Council requested additional design concepts for the safety railing separating the Promenade and Riverfront Park from the Indian River Lagoon. Concepts should include a knee wall, and substitute railing options.

This project is being funded by multiple sources to include, FEMA, FEMA Mitigation and the FIND Hurricane relief grant. Any costs not covered under these grant programs will be funded by the General Fund. Enhancements to the project could be paid for by the Cocoa CRA as contemplated in the Cocoa CRA Plan. Recent discussions with our FEMA representatives have revealed that a knee wall structure would not be considered a reimbursable expense under the mitigation program. They currently recommend the steel cabled railing due to proven survivability in other storm impacted areas.

Timing

Selection of a final design concept is critical at this point, as indicated above the City has submitted the project for reimbursement funding for both the previous dock and potential mitigation measures to FEMA as well as to FIND for a Hurricane Relief Grant. FEMA's deadline for all projects is December 31, 2019 and in discussions between FEMA and City staff we can ask for an extension (essentially provided substantial progress is occurring). City staff has also discussed an extension with FIND staff as our current grant deadline is March 2020.

The following represents a fairly aggressive timeline going forward for project completion:

Final Design, Engineer and Bid Specification Package	3 months
Permitting (done concurrent with Design and Engineering)	
Request for Proposal	2 months
Bid Solicitation	
Staff Review and Ranking	
City Council Selection of Recommended Contractor	
Post City Council Selection of Contract	2 months
Final Contract Negotiation	
Value Engineering Review/Analysis	
Contractor Mobilization	
Construction	4 months

TOTAL ESTIMATED TIME TO COMPLETE PROJECT: 11 months

Staff, in consultation with the project engineer, believe this is a very aggressive timeline for project completion. Moreover, this schedule presumes that FEMA and FIND approve the City's extension requests.

STRATEGIC PLAN CONNECTION:

This project will improve the image and increase the economic development opportunities for the City. This project is also consistent with the City's Waterfront Master Plan.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

On April 24, 2019 Item VIII.3 for Final Design Concept. Council provided direction to Infrastructure Solution Services, LLC. to research and return to Council with a design concept for a knee wall with regards to the Promenade and Overlooks project. Additional safety railing options will also be presented.

November 14, 2018 Council Meeting, Item # VIII.2 (Approved Infrastructure Solution Services, LLC. (ISS) for Design and Engineering Services related to the Riverfront Park Promenade Improvements Project, under the Civil Engineering Continuing Services Agreement RFQ-16-01-COC-B, for the 100% design, Competitive Bid Package Preparation, and Construction Engineering Services through to Project Completion.

RECOMMENDED MOTION:

City Council's direction for the final design concept of the Promenade and Overlooks Project to replace the boardwalk in Riverfront Park destroyed during Hurricane Irma. Consider additional concept for knee-wall, and other substitute railing options**.**

powered by Legistar™

TECHNICAL MEMORANDUM

To: Matthew Fuhrer, Assistant City Manager

From: Tom Vill, PE

Subj: Additional Concepts for Cocoa Riverfront Park Promenade

Date: May 16, 2019

At the April 24, 2019 meeting, the City Council requested that we prepare additional concepts for the Riverfront Park Promenade showing a knee wall along the water's edge side in place of the stainless-steel cable-railing in the previous concept. We have prepared this memo to provide additional information for consideration when reviewing the concepts.

In addition, you forwarded several emails and shared additional input offered by the public after the April 24, 2019 meeting. To assist the City Council in making decisions about the promenade concepts, I have prepared an additional concept showing cast stone balustrade railing in place of the stainless-steel cable-railing. I have also attempted to summarize and offer thoughts on the main comments received.

Construction of a Knee Wall

The City Council requested a concept for the Promenade with an 18" high knee wall in place of the proposed 42" high stainless-steel cable-railing along the water's edge side. An example of the knee wall at the City of Sanford's River Walk and Memorial Park was discussed. There are two (2) major points of consideration for the knee wall option:

1. The *Florida Building Code* (FBC 2017 6th Ed. Section 1015.2) requires a guard (railing) with a height of 42" along the open-sided walking surfaces when they are within 36" from a vertical drop of more than 30." We reviewed the issue with Val Perez, the City of Cocoa Building Official and he indicated a 42" guard (railing) is required if a walking surface is located within 36" of the edge. Mr. Perez indicated that he also reached out to other industry professionals who all agreed with his interpretation.

   As a result, a knee wall must be separated from a walking surface by 36". Our knee wall option shows a 36" wide landscaped area separating the walking surface from the wall. This left a strip about 3 ft wide between the landscaped area. For our concept, we show this area as grass, although it could be a wider planter or additional concrete surface.

2. The cost of the knee wall will be approximately 20% higher than the proposed stainless-steel cable railing. It is our understanding that you had further discussion with FEMA and they may not reimburse the City for the knee wall option.

Construction of Precast Balustrade Railing in place of Stainless-Steel Cable-Railing

One of the additional comments received asked that the City consider cast stone balustrade railings in place of the stainless-steel cable railing, similar to Jacksonville's Historic Memorial Park. We have prepared concepts showing the use of cast stone balustrades along the park. A few major points of consideration for the cast stone balustrade option:

1. To meet the *Florida Building Code* requirements, the balustrade railing must be 42" high or a landscaped separation of 36" must be provided to a walking surface.

2. To meet further *Florida Building Code* requirements, the balustrades must be located close enough together that a 4" sphere could not pass between. This reduces visibility through the balustrades.

3. Cost of the cast stone balustrade railing is similar to the knee wall and approximately 15-20% more than the proposed stainless-steel cable-railing.

Other Comments & Considerations

To assist the Council in decision making, I wanted to highlight a couple of items and summarize the additional comments and considerations.

Sign Wall

The sign wall was a significant point of discussion at the last meeting and in the comments received since the meeting. The sign wall was added based on suggestions at the previous public meeting. I left the wall in these concept plans as no formal direction was provided. During this review, the City Council should consider the wall and can direct the wall be eliminated or reduced in the length as desired.

Riprap in front of the Sea Wall

Several comments were received requesting riprap be installed in front of the sea wall along Riverfront Park. The comments identified protection of the sea wall and creating a more uniform appearance with the recently completed shoreline stabilization project. A few points to consider about placing riprap in front of the sea wall:

1. Riprap can be placed in front of the sea wall without affecting any of the proposed concepts. The riprap could be placed as part of this project or in the future.

2. The placement of riprap would require additional approval of the US Army Corps of Engineers and the St Johns River Water Management District (SJRWMD) to permit filling of material into the Indian River Lagoon.
3. Riprap would provide additional protection for the sea wall and could be constructed using the same material recently used on the Lee Wenner Park Shoreline Stabilization project.
4. There are five (5) existing stormwater outfalls through the sea wall. To prevent blocking these pipes, riprap could not be placed in these locations.
5. Riprap will increase the distance from the Promenade to the water and in the area of the overlooks will reduce the amount of area actually over water.
6. Floatable debris often collects on riprap and can be difficult to remove.
7. Previously, the City discussed constructing a living shoreline along the sea wall as a separate project.

Consider a Single Arc-shaped Overlook in Place of the Two Square Overlooks

A comment was received recommending the two (2) square overlook platforms be replaced with one (1) circular arc-shaped platform in front of the fountains. It was also recommended that the structure could have a roof similar to the existing structure if desired. A few points to consider:

1. The concept of the two (2) square overlooks was developed in the waterfront master plan process. In that process, the roofs were removed to allow greater visibility into and out of the park.
2. The square overlooks occupy the same footprint (size and location) as the existing gazebos that were damaged by Hurricane Irma.
3. An arc-shaped overlook is possible, it would require further input from the City to develop the concept. Since it does not occupy the same footprint as the previous gazebos, the arc-shaped overlook would require an additional level of permitting.

Reflect the Design Cues in the Park

The intent in design has been to reflect the design cues in the existing Riverfront Park. We have refined the concepts to better communicate that intent. All columns are modeled after the columns at the entrances to the park. The proposed knee wall is modeled after knee walls/planters in the park. Final color schemes will be based upon existing color schemes in the park.

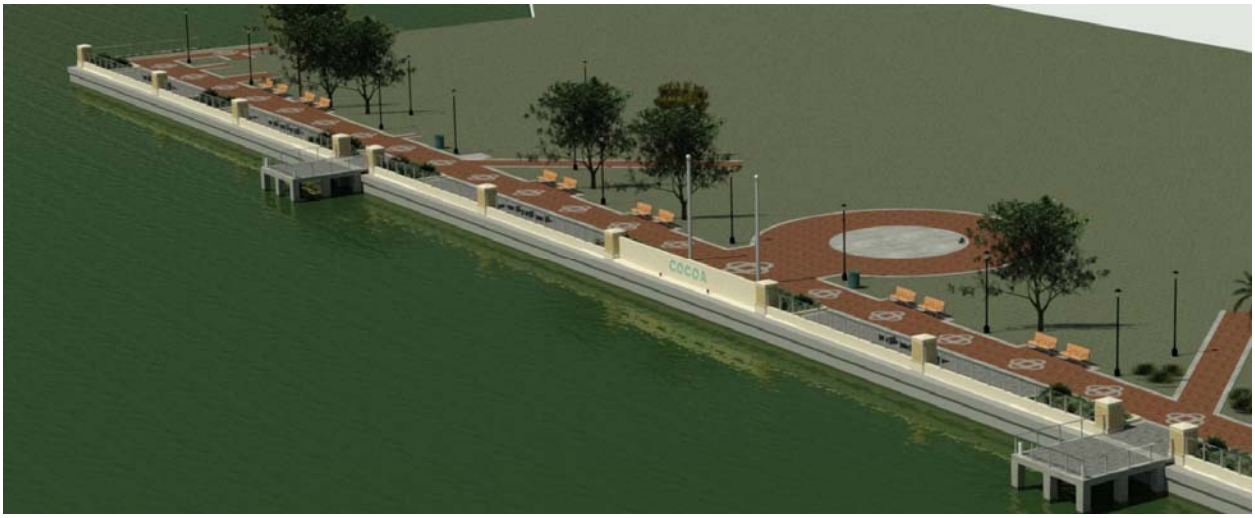
Comments regarding Plantings

Comments were received concerning the types of plantings to be used in the park, with a desire for plantings that look soft, provide green infrastructure benefits (stormwater absorption, shade, wind mitigation, and window views through the park. Our concepts seek to identify the extent, location of low plantings between the existing paver area and the sea wall, balancing

the previously expressed desires for close connection to the water without large unbroken concrete areas.

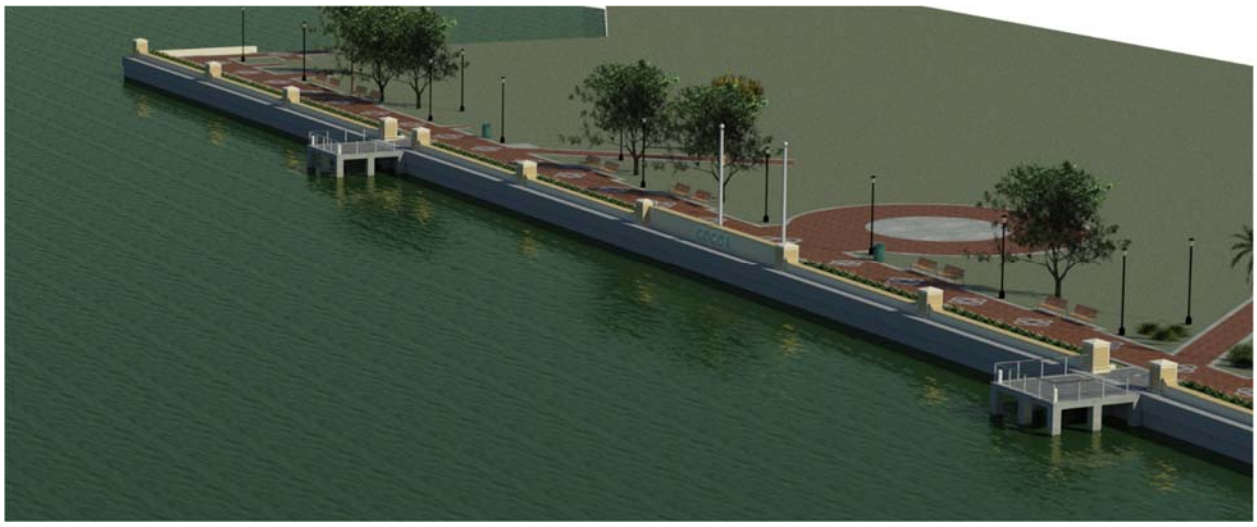
Shade trees that can also provide wind mitigation and create more/different “window views” are best located west of the existing paver area, which was outside the scope of this project. Additional trees can be added in those areas by the City as desired. This general planting layout - low plantings near the water side and larger trees west of the Promenade - is also consistent with a sketch from a retired architect that was emailed to the City following the last meeting.

Concept 1





Concept 2





Concept 3





Legislation Details (With Text)

File #:	19-245	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	5/14/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Appointment of a Council Liaison to the Police Community Relations Advisory Committee for 2019. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 14, 2019
Agenda Date: May 22, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Appointment of a Council Liaison to the Police Community Relations Advisory Committee for 2019

BACKGROUND:

Each year, the City Council appoints City Council Liaisons to City boards. The newly established Police Community Relations Advisory Committ was not fully formed at the time of appointments for 2019.

At this time, we are seeking an appointment for the Committee, as their first meeting will be held on Thursday, May 23rd. The committee will meet Quarterly.

City Council Liaison Appointments for 2019 are as follows:

- **Affordable Housing Committee:** **Councilmember Koss**
- **Board of Adjustment:** **Deputy Mayor Warner**
- **Brownfields Advisory Board:** **Mayor Williams**
- **Code Enforcement Board:** **Councilmember Boisvert**
- **Diamond Square CRA:** **Councilmember Goins**
- **Housing Authority:** **Mayor Williams**
- **Planning & Zoning Board:** **Mayor Williams**

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- **Sustainability Advisor Committee:** **Councilmember Koss**
- **US 1 RDA:** **Councilmember Boisvert**
- **Utilities Advisory Committee:** **Councilmember Koss**
- **Space Coast TPO:** **Mayor Williams/Primary**
  Councilmember Koss/Alternate
- **Space Coast League of Cities:** **Mayor Williams/Primary**
  Deputy Mayor Warner/Alternate
- **Florida League of Cities:** **Mayor Williams/Primary**
  Deputy Mayor Warner/Alternate

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council liaison appointments for 2019 were made at the Regular City Council meeting held on December 12, 2018.

RECOMMENDED MOTION:

Appointment of a Council Liaison to the Police Community Relations Advisory Committee for 2019

Legislation Details (With Text)

File #:	19-203	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	4/29/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Approve the final ranking and selection for Bid #Q-19-12-COC to the University of Central Florida for police department strategic planning services and allow the City Manager to negotiate and execute a contract not to exceed the fiscal year 2019-budgeted amount. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Q-19-12-COC Submittal Tab Sheet.pdf RFP-19-12-COC Strategic Plan -- Weighted Ranking.pdf Score Sheets.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 26, 2019
Agenda Date: May 22, 2019
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr., AICP, ICMA-CM
Requested Action:
Approve the final ranking and selection for Bid #Q-19-12-COC to the University of Central Florida for police department strategic planning services and allow the City Manager to negotiate and execute a contract not to exceed the fiscal year 2019-budgeted amount.

BACKGROUND:

In 2018 the Center for Public Safety Management (CPSM) conducted an operations analysis report. Within the report there were major recommendations offered by CPSM. The first major recommendation was that “the department must develop a more comprehensive method of strategic planning and performance assessment.” The second major recommendation, “The CPD must work with internal and external stakeholders to develop and publish a multiyear strategic plan.” In response to these recommendations, the City issued RFQ 19-12-COC and two submissions were received by March 14th, 2019 by 4:00 PM.

Purchasing sent out seven hundred nineteen (719) invitations and notifications to bid/propose and received two (2) responses from twenty-one (21) plan holders. The two respondents were the University of Central Florida Research Foundation of Orlando, Florida and Management Partners of Cincinnati, Ohio. The publicly noticed Selection Committee meeting to score and decide the firm to recommend to City Council was held on April 25, 2019. The Committee scored the respondents in

accordance with the Evaluation Criteria published in the RFQ. The top-ranked respondent was the UCF Research Foundation.

The Selection Committee was comprised of three (3) voting members: Matt Fuhrer, Police Chief Michael Cantaloupe, and Al Boettjer (PBA Union Representative).

STRATEGIC PLAN CONNECTION:

Public Safety Goal 1: To ensure that public safety resources are strategically allocated to provide the most effective and efficient deliver of public safety services. Development of a multiyear strategic

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A

Account Name: Professional Services
Account Number: 001-2100-521.31-00
Amount: $50,000

PREVIOUS ACTION:

RECOMMENDED MOTION:

To approve the final ranking and selection of the university of Central Florida for police department strategic planning services and allow the City Manager to negotiate and execute a contract not to exceed the fiscal year 2019 budgeted amount.

CITY OF COCOA

PROPOSAL SUBMITTAL SHEET

DUE DATE: 3/14/2019

BID NUMBER: Q-19-12-COC Police Department Strategic Plan

	Proposal Requirments										
VENDOR	**(1) Original, (4) copies**	**Addendum Acknowledgement (2)**	**Table of Contents**	**Cover Letter**	**Exec. Summary,**	**General Informtion**	**Summary of Qualifications**	**Resumes & Attachments**	**Exceptions**	**Additional Required Proposal Submittal Forms**	
UCF-CCIE 4000 Central Florida Blvd. Orlando, FL 32816	Y	Y	Y	Y	Y	Y	Y	Y	Y	1. RFQ Cover Form and Signature Page	Y
										2. Business Reference List	Y
										3. Affidavit Mandatory Criteria	Y
										4. Scrutinized Company Certification	Y
										5. Certification Regard Debarment & Suspension	Y
Management Partners, Inc. 1730 Madison Rd. Cinncinati, OH 45206	Y	Y	Y	Y	Y	Y	Y	Y	None noted	1. RFQ Cover Form and Signature Page	Y
										2. Business Reference List	Y
										3. Affidavit Mandatory Criteria	Y
										4. Scrutinized Company Certification	Y
										5. Certification Regard Debarment & Suspension	Y

RFP-19-12-COC
4/25/2019

Management Partners

	Matt	Chief	Al		Total	Weight	Total Wtd
Price (NA)					0	0	0
Ability	41	39	35		115	0.6	69
Ref	9	8	9		26	0.1	2.6
Exp	27	10	30		67	0.3	20.1
					208		91.7

UCF Research Foundation

	Matt	Chief	Al				
Price (NA)					0	0	0
Ability	53	51	50		154	0.6	92.4
Ref	7	8	10		25	0.1	2.5
Exp	28	28	30		86	0.3	25.8
					265		120.7

RFP# P-19-12-COC (Police Department Strategic Plan) Score Sheet			
RFP Criteria	**Maximum Points**	**Management Partners**	**UCF Research Foundation**
Price proposal/Fee Schedule	0		
Ability, capacity, & skill of the firm to perform the services required	60	41	53
References	10	9	7
~~Experience with local government benefit brokerage services~~ Project Team Experience and Qualifications	30	27	28
	Total Score	77	88

RFP Committee Member Matthew Fuhrer

Signature

4-25-2019

Date

RFP# P-19-12-COC (Police Department Strategic Plan) Score Sheet			
RFP Criteria	**Maximum Points**	**Management Partners**	**UCF Research Foundation**
Price proposal/Fee Schedule	0		
Ability, capacity, & skill of the firm to perform the services required	60	39	51
References	10	8	8
Experience with local government ~~benefit brokerage services~~ Project team Experience	30	10	28
	Total Score	57	87

RFP Committee Member Chief Michael Constangelo

Signature

4/25/19

Date

RFP# P-19-12-COC (Police Department Strategic Plan) Score Sheet			
RFP Criteria	**Maximum Points**	**Management Partners**	**UCF Research Foundation**
Price proposal/Fee Schedule	0		
Ability, capacity, & skill of the firm to perform the services required	60	35	50
References	10	9	10
Experience with local government ~~benefit brokerage services~~ Project team experience	30	30	30
	Total Score	74	90

RFP Committee Member Al W. Boettjer

Al W. Boettjer
Signature

04/25/2019
Date

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
COASTAL FLORIDA PUBLIC EMPLOYEES ASSOCIATION

AL BOETTJER
Staff Representative

810 Fentress Court, Suite 150 • Daytona Beach, Florida 32117
Office: (386) 304-2393 • Fax: (386) 788-2126 • Toll Free: 1-800-625-5451
Cell: (321) 508-3797 • www.cfpba.us • E-mail: aboettjer@cfpba.us

Legislation Details (With Text)

File #:	19-231	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	5/9/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Approve a Resolution waiving the competitive bidding process for the purpose of making an emergency single source purchase of a Trane 30 ton rooftop HVAC unit for the Utilities Water Field Operations Building in the amount of $76,688. Approve a Resolution amending the Fiscal Year 2019 Budget. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Email fr Acting CM for emergency purchase.msg 041219 - Trane - WFO RTU - $76,688.pdf 74544.pdf Proprietary Sole Source List Current as of 8-2-18.pdf Resolution No. 2019-042.pdf BAF 19-091 -UT-AC Replacement (5-22-19) Agenda 19-231.pdf Sole Source Resolution No. 2019-043.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2019
Agenda Date: May 22, 2019
Prepared By: Gary Palmer, Facilities Manager
Frank Mirabito, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Approve a Resolution waiving the competitive bidding process for the purpose of making an emergency single source purchase of a Trane 30 ton rooftop HVAC unit for the Utilities Water Field Operations Building in the amount of $76,688. Approve a Resolution amending the Fiscal Year 2019 Budget.

BACKGROUND:

On Friday April 6, 2019, the rooftop 30 ton air conditioning unit that supports the second floor of the Utilities Water Field Operation Building failed. This caused unsafe heating of the second floor that adversely affected staff and equipment. Portable cooling units are providing limited cooling while the long-term repair or replacement unit can be installed. The cost of repairing the unit is $55,000 versus a new unit of approximately $75,000. The unit is 10 years old with a limited lifespan left, so the decision was made to purchase a new unit with a warranty. Due to the size of this unit, stock was

unavailable requiring a new unit be procured, then manufactured causing a delay. This long lead time necessitated an emergency purchase order to limit the amount of time and impact to the safe and efficient operations of the Utilities Department. Purchase Order # 74544 was issued in the amount of $80,000 to expedite the procurement process. The final replacement cost is $76,688.

Because of the emergency purchase order, this agenda item is an after the fact informational agenda. Staff recommends the approval of this emergency HVAC unit.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Budget Transfer Form #19-091

Amount Requested	($63,226)
Account Number	421-4025-536.46-00
Account Name	Repairs and Maintenance

Amount Requested	$63,226
Account Number	421-4025-536.64-00
Account Name	Capital Equipment

The total cost of the unit is $76,688 however; the capital account only needs $63,226 to cover this emergency expense

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution waiving the competitive bidding process for the purpose of making an emergency single source purchase of a Trane 30 ton rooftop HVAC unit for the Utilities Water Field Operations Building in the amount of $76,688. Approve a Resolution amending the Fiscal Year 2019 Budget

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Trane Turnkey Proposal



Turnkey Proposal For:
Gary Palmer
Facility Manager
City of Cocoa

Local Trane Office:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Local Trane Representative:
Jason Aki
Account Manager – Team Leader
Office: (407) 660-1111
Cell: (321) 228-8865

Job Name:
Water Field Operations 30T Trane RTU Replacement

Proposal ID:
2659303

Date:
April 12, 2019

TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help the City of Cocoa reach its performance goals and objectives. This proposed project for the Water Field Operations (WFO) facility will enhance your operation by helping you to optimize your resources and provide newer, more efficient equipment.

We appreciate the effort from the City of Cocoa team to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing turnkey retrofit services to help achieve a comfortable environment for those who occupy the facility. For the people who own, manage and maintain the site, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits the City should expect from this project are highlighted below.

- Trane Safety Plans in Place
- Trane Installation Team Oversight
- Turnkey Project
- Newer, More Efficient Equipment with Factory Warranties
- Building Automation System Integration

Trane appreciates the opportunity to earn your business. We look forward to partnering with you for your turnkey retrofit service needs.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.



Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

Prepared For:
Gary Palmer
Facility Manager
City of Cocoa

Date:
April 12, 2019

Job Name:
Water Field Operations 30T Trane RTU Replacement

Proposal Number:
2659303

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work based on the site surveys performed in April 2019.

Turnkey Installation of HVAC Equipment

- One (1) 30T Trane Intellipak Rooftop Package Unit
  - DX Cooling only with extended casing
  - R-410A refrigerant
  - 460 Volt-60 Hertz-3 Phase
  - Economizer control w/ comparative enthalpy
  - Forward-curved (FC) supply fan
  - VAV (DTC) with supply VFD & bypass
  - Low ambient damper(s) control
  - Hot gas bypass valve
  - Low leak outside air dampers
  - Corrosion protected condenser coil
  - IntelliPak replacement unit with stainless steel & hinged access doors
  - Stainless steel sloped drain pan
  - New unit includes 5-Year Parts, Labor and Refrigerant Warranties

Mechanical Installation

- Disconnect the existing condensate drain line, electrical service, ductwork and building automation system from existing RTU #1 and install new 30-ton Trane Intellipak RTU.
- Provide crane to remove existing RTU and set new unit.
- Connect new RTU to existing electrical service, condensate drain line and supply and return ductwork.
- Connect new unit to existing Trane building automation system and provide programming as necessary to integrate new unit.
- Perform factory startup and checkout to ensure proper system operation.
- Provide mechanical permit.
- Provide all necessary trash and equipment disposal for the project.

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Confidential and Proprietary Information of Trane U.S. Inc.

Proposal Notes/ Clarifications

- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
- Asbestos or hazardous material abatement removal, if necessary, shall be performed by customer.
- All work to be done during normal Trane business hours, 8am to 5pm, Monday thru Friday.
- Engineered drawings are not included.
- No fire alarm or sprinkler work is included.
- Building automation system work other than noted above is not included.
- Any and all work not specified is not included, and is to be considered extra.

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Confidential and Proprietary Information of Trane U.S. Inc.

Pricing and Acceptance

Investment

Total Investment for this Service $76,688

Thank you for this opportunity to be of service. If you have any questions or need any additional information, we can be reached by calling the Trane office at (407) 660-1111.

Sincerely,



Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

Submitted By: **Jason Aki** _____	Office: (407) 660-1111 Cell: (321) 228-8865 Proposal Date: April 12, 2019
CUSTOMER ACCEPTANCE **City of Cocoa**	**TRANE ACCEPTANCE** **Trane U.S. Inc.**
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

Proposal is valid 30 days from April 12, 2019.

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Confidential and Proprietary Information of Trane U.S. Inc.

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION
"Company" shall mean Trane U.S. Inc.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labor do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or

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fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

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If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0316)
Supersedes 1-26.251-10(0614)

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PROPRIETARY SOLE SOURCE

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 74544

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 6762
VENDOR FAX NO.: 407-660-0303
VENDOR PH NO.: 407-660-1111

DATE 4/16/2019
DATE REQUIRED 9/30/2019

TRANE ORLANDO COMPANY
1151-A NORTH KELLER ROAD
ORLANDO FL 32810

DELIVER TO:

City of Cocoa
CENTRAL WAREHOUSE
351 SHEARER BLVD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
DK 0000038323 F.O.B.
MELINDA KEESEE (4025)

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	80000.00	SUM	30T INTELLIPAK RTU REPLACEMENT REPLACEMENT OF EXISTING 30-TON TRANE INTELLIPAK ROOFTOP UNIT. REPLACMENT COST WILL RANGE FROM $70,000 UP TO A MAXIMUM OF $80,000. THIS RANGE IS DEPENDENT UPON ITEMS SUCH A CRANE ACCESS, STRAIGHT-TIME VERSUS OVERTIME AND CERTAIN CHILLER OPTIONS SUCH AS EPOXY COATED CONDENDER COILS. THIS IS AN EMERGENCY PURCHASE THAT WAS APPROVED BY THE ASSISTANT CITY MANAGER ON APRIL 5, 2019	1.0000	80000.00
				TOTAL	80000.00

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT:** **Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140255366400

CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

Proprietary Sole Source Vendors

Vendors are exempt from competitive bid or quote.

Sub-commodity Code 017

Note: For all Proprietary Sole Source Purchase Orders, this list must be added to Laserfiche as back-up.

Current As Of August 2, 2018

Approved Vendors	Vendor Number	Product/ Service
Advanced Detection Security (ADS)	7942	Monitoring & repair of security systems in City buildings
Aerzen USA Corporation	6522	Parts, Supplies & Service for Single Stage Blowers
Alfa Lava, Inc.	9896	Parts for Belt Filter presses
Aries Industries, Inc	1276	Wastewater TV Truck Camera Equipment, Parts & Warranty Service
AT&T Mobility Wireless	9634	Cellular Service
AWC Inc.	9206	ABB Instrumentation & (Dyal) SCADA system hardware, technical support, and software license renewal for Siemens SIEPRO
Barney's Pumps	544	Warranty & Non-Warranty Parts & Repairs for Aurora and Layne/Verti-Line Pumps
Brighthouse Networks (Spectrum/Charter)	3335	Fiber Optic & Cable Internet
Burnett Lime Company Inc.	8684	CAL-FLO chemical
Business Oriented Software Solutions, Inc.	9803	IT Helpdesk & Asset Management
Canon Solution America, Inc.	9643	Service & support for full-size plotter
Career Source Brevard (CSB)	10018	The Foundations Training paid internship experience
Carter & Ver Planck Inc.	882	Parts & Service of Flowserve Pumps
Citrix Systems Inc.	8655	XenDesktop Platinum Edition Licensing Renewals & XenApp Platinum Edition Licensing Renewals
Coast Pump Water Technologies	6642	Parts for plant and transfer pumps
Container Systems & Equip. Co.	9459	Parts & Service for Tymco street sweeper
Culligan Water Products	1668	Services & supplies for Culligan Deionized Water Systems
Cummins Power South	10276	Standby Generator Repair & Parts for Cummins Generator
Detection Instruments Corporation	9818	OdaLog/OdaTrak line of hydrogen sulfide gas data detectors/loggers and software
Diversified Engineering Intl. (DEI)	8095	Risk management training, maintenance & documentation (Dyal)
DLT Solutions, LLC	6248	AutoCAD software & licensing
Dude Solutions, Inc.	10225	(PW) Work Order System Yearly License
E.H. Wachs Company	5977	Repair & Equipment Guillotine Saw & Automated Valve truck/trailor
Eaton Corporation (EESS)	10135	Parts & Service for Cutler Hammer auto. transfer switch
ERA-A Waters Company	3444	Proficiency test & demonstration of capability annual certification
ESRI-- Environmental System Research	4135	Small Government Term Enterprises License Agreement and Small Enterprise License Agreement Training Package for GIS Software
Express Badging Services, Inc.	9901	Employee HID Cards
Faster Asset Solutions	7814	Service provider for "faster" Fleet Management System
FL Dept. of Environmental Protection	787 1508 6777 3012	Annual permits
FL Dept. of Health, Bureau of Public Health	4560	Environmental Testing Lab Certification Renewal
FL East Coast Railway, LLC FL East Coast Railway Orlando	1987 7268	Annual Maintenance
Florida City Gas	348 9152	(Utilities) Gas
Florida High Speed Internet (FLHSI)	10134	Leased Circuits (PD/EOC), Fiber Optic Infrastructure, wireless communications, SIP Trunks.
Fort Bend Services, Inc	7149	LT-27 Polymer
Gerber Pumps Intl.	1449	DISCFLO pumps
Guardian Equipment, Inc.	4663	TKM Metering Pump
HACH Chemical Company	93	Supplies for Field and Lab analyzers & WIMS software (Dyal)
Idexx Laboratories Inc.	2780	Idexx supplies for water testing
Industrial Chemicals Inc.	8632	Superfloc Polymer
Innovyze	9297	Modeling software for water/sewer

Insource Software Solutions Inc.	9591	Wonderware Human Machine Interface Software (Dyal) & ThinClient software licensing agreements
Iwater Inc.	9504	INFRAMAP Now Software training & updates/upgrades
Kronos Inc.	7769	ETK Configuring & Managing Pay Rules, training, updates/upgrades
Medora Corporation	10195	Sales, Service, Warranty, and Parts for Solar Bee Pond Aerators
Municipal Code Corporation (Municode)	1766	City of Cocoa Code Book Suppliments
Nextran of Orlando	5559	Parts & service for Mack trucks
Orange County Utilities/ Water Quality	8827	Crypto/Guardia testing, LT2 & biannual wastewater testing
Pro-Co Inc.	8446	Rexa Valve Actuators
Pulsafeeder Inc.	9635	Chemical Feed Pump
S & L Materials Inc.	9189	Shell Rock Road Base Material
Samsara Networks Inc.	10256	Vehicle Gateways, Dash Cameras, and EM21 Sensors
SCI Distribution LLC	2437	Parts & service for automated fueling system
Service Express, Inc.	10191	Hardware maintenance on network infrastructure and server equipment
Solid Waste Management	5123	Landfill
Sonitrol of Florida East Coast	8214	Electronic security doors, gates, monitoring, maintenance & equipment
South Florida Emergency Vehicles	9912	Parts & Service for Sutphen Fire Apparatus
Sprint	8004	Cellular Service
St. John's River	3988 6156 7695	Environmental Resources Permits
Stantec Consulting Service Inc.	10139	Rate models & financial data
Sunshine State One-Call of Florida	4971	Locating services
Sunstate Meter & Supply, Inc.	78	Sales, service, parts and warranty of Neptune water meter products and AMR/AMI systems
TEAM Industrial Services, Inc.	9615	InsertValve installation equipment, valves, & related training & installation services
Ten-8 Fire Equipment Inc.	503	Parts & service for Pierce Fire Apparatuses
Tracer Electronics LLC	10023	Sensors & Software GPR locating units and related parts
Trane Maitland	9530	Trane HVAC Equipment & Tracer Summit Building Automation System
Trane Orlando Company	6762	Trane HVAC Equipment & Tracer Summit Building Automation System
Vapex Environmental Technologies	10105	Vapex O-Mega odor control system warranty, quarterly equipment maintenance service and PLC unit remote monitoring
Water Treatment & Controls Co.	1345	Repair & Parts for Paste Lime Slaker by Integrity and Municipal Syst. & Siemens Deplox Chlorine monitor, Deplox Chlorine and Fluoride Analyzers
XC-2 Software LLC.	7032	Service & Maintenance for XC-2 Software
Xylem Water Solutions USA, Inc. PA	1240	Wedeco ozone generator systems hardware, software, programming, repair & maintenance
Xylem Water Solutions USA, Inc. FL	9534	Wedeco ozone generator systems hardware, software, programming, repair & maintenance

Approved by:

Purchasing Manager — Date: 8-6-18

Finance Director — Date: 8/8/18

City Manager — Date: 8/15/18

Current As Of August 1, 2018

RESOLUTION NO. 2019-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22th day of May, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 19-091

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4025 | DATE PREPARED: 05/09/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 63,226)	421-4025-536.46-00		Repairs and Maintenance	$ 3,261,500	$ 3,827,400	$ 3,764,174	$ 145,820
$ 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
($ 63,226)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 63,226	421-4025-536.64-00		Machinery & Equipment	$ 202,736	$ 20,273	$ 83,499	$ 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
$ 63,226	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transferring funds for the emergency replacement of an A/C unit in the Utilities building (351 Shearer Blvd). This item will be sent for City Council approval at the May 22, 2019 meeting. Agenda 19-231

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/22/19 RESOLUTION #: 2019-042

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/9/19	Melinda Keesee (Digitally signed by Melinda Keesee Date: 2019.05.09 09:42:02 -04'00')	5/10/19	Lea Taylor (Digitally signed by Lea Taylor Date: 2019.05.10 16:38:27 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/9/19	John "Jack" Walsh (Digitally signed by John "Jack" Walsh)	5/10/19	Lora Howell (Digitally signed by Lora Howell Date: 2019.05.10 16:49:47 -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 11/19/18 - IT

RESOLUTION NO. 2019-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit A would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

SECTION 1. The purchase described in Exhibit A is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 22nd day of May, 2019.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2019-043

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of Trane 30 Ton Rooftop HVAC Unit for the Utilities Water Field Operations Building from Trane Orlando Company, Orlando, Florida.

The Department Director has provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____
John A. Titkanich, Jr., AICP
City Manager

Legislation Details (With Text)

File #:	19-234	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	5/9/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Approve a Tree Removal Permit for an oak tree in the right-of-way adjacent to 2656 N. Indian River Drive with a replacement tree species and location as recommended by the Tree Board. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Location Map 12-2018 Ordinance re Landscape Requirements PZ-19-010 Tree Permit Application PZ-19-010 tree location Reason for tree removal request tree 1 tree 2 tree 3 tree 4 photo of tree before photo of tree limb cut down photo of tree after Handout from Mr. Sheive 5-1-19 Legal Ad Proof (Site Plan and Tree Permit)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2019
Agenda Date: May 22, 2019
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve a Tree Removal Permit for an oak tree in the right-of-way adjacent to 2656 N. Indian River Drive with a replacement tree species and location as recommended by the Tree Board.

BACKGROUND:

I. Project Information

The applicant is requesting approval to remove an oak tree located in the right-of-way in front of his property at 2656 N. Indian River Drive as depicted on the location map (Exhibit A). Mr. Sheive initially contacted the City's Public Works Department about the oak tree in November 2018. He stated that the tree had a dead limb hanging over the road and feared that it would fall and injure or kill someone. At that time, the Public Works crew removed the dead limb that extended over the roadway but did not have the means to remove the entire tree.

In January 2019, Mr. Sheive submitted an application for the removal of the tree citing further ill health of the tree beyond the limb removed. In February he emailed staff that a wind storm had brought down several more limbs. Public Works staff have stated that the tree appeared healthy but they had no objection to Mr. Sheive removing the tree provided it was at his expense.

Future Land Use: LDR (Low Density Residential)
Zoning District: RU-1-7 (Single Family Residential)
Existing Land Use: Vacant Land
Council District: District 4 - Council Member Lorraine Koss

Overview of Surrounding Area:

	Future Land Us	Zoning District	Land Use
North	LDR (Low Den	RU-1-7 (Single Family Residential)	Single-Family Residence
South	LDR (Low Den	RU-1-7 (Single Family Residential)	Single-Family Residence
East	LDR (Low Den	RU-1-7 (Single Family Residential)	Single-Family Residence
West	LDR (Low Den	RU-1-7 (Single Family Residential)	Single-Family Residence and Vacant Lot

II. Analysis

Consistency with Code of the City of Cocoa

Consistent with Appendix A, Article XIII, Section 22, Landscape Requirements

Tree Removal Permit Required

Because the tree in question is located in the public right-of-way, a tree removal permit is required. *Sec. 22 (E) (1) (c)*

> *The provisions of this subsection (E) shall apply to the following:*
> *(c) All public or private rights-of-way*

Also, because the tree in question is an oak tree and is located in the public right-of-way, the Tree Board shall make a recommendation to the City Council regarding the removal of the tree. *Sec. 22 (H) (1) (c)*

> *TREE BOARD. A tree board is hereby established which shall consist of the members of the City Planning and Zoning Board, and who shall serve by appointment of the City Council of the*

City of Cocoa, Florida.

(c) No oak tree located on city public right-of-way or city owned property shall be removed or significantly pruned prior to review and recommendation by the tree board and approved by the city council, subject to the following exceptions:

(1) The emergency removal of a hazardous or seriously damaged oak tree, to mitigate an imminent threat to the health, safety, and welfare of the property owner or the general public. Prior to emergency removal, the imminent threat should be documented to include but not be limited to (1) photographs of the tree(s) including any areas that may be damaged, diseased, or infested (2) approximate measurements including tree height, spread, d.b.h., and (3) distance to structure(s) or other immovable target(s) if felled.

Staff Finding: The tree in question does not pose an imminent threat to the public at this time. The diseased limb overhanging the roadway was an imminent threat, however that issue has been resolved with the removal of the limb in November of 2018. Therefore the removal of the rest of the tree will require the approval of the City Council with a recommendation by the Tree Board.

The relevant criteria for removal of a tree is found in Sec. 22(E)(3):

A letter requesting removal or destruction of any tree meeting the requirements of this ordinance shall be forwarded to the enforcement official of the City of Cocoa. The enforcement official may grant permission for removal or destruction if it meets any or all of the following guidelines:

1. *Is determined to be hazardous or dangerous condition as to endanger the public health, safety, or welfare.*
2. *Is severely diseased or severely injured.*
3. *The trunk of the tree is located closer than seven and one-half (7 ½) feet to the foundation of an existing or proposed structure, and it is not feasible to relocate the structure.*
4. *The trunk of the tree is located closer than ten (10) feet from the foundation of an existing or proposed structure and the tree is considered having an aggressive root system or the natural mature height is greater than 30 feet and it is not feasible to relocate the structure.*
5. *Trees shall be replaced elsewhere on the property or on another property in accordance with the standards established below in subsection (E)(4).*

Staff Finding: At this time, the applicant has not provided any information regarding proposed replacement trees. A “hazardous tree” means a tree existing on a developed parcel of land or within the right-of-way, that due to its shape, location or growth pattern, which cannot be corrected by pruning or other reasonable preservation and/or preventative procedures, may cause or reasonably be expected to cause damage to persons or property and/or presents a potential threat to the health, safety, and welfare of the general public, as determined by the city arborist or an arborist certified by the International Society of Arboriculture. The applicant, at this time, has not submitted a determination by the city arborist or a certified ISA arborist demonstrating the tree to be hazardous. However, the applicant has stated that limbs frequently fall from the tree and that several tree trimming companies have

powered by Legistar™

informed him that the tree is unhealthy and needs to be removed.

Tree Replacement

A tree granted a removal permit is required to be replaced as follows:

(4) Tree replacement.

(a) As a condition of granting a tree removal permit, the applicant shall be required to relocate or replace trees being removed with the appropriate number of trees, having the d.b.h. of tree(s) to be removed/replaced with an equal diameter of tree(s). This shall not apply to any trees removed within the building envelope. In determining the required relocation or replacement of trees, the enforcement official shall associate needs of the intended use of the property together with realistic and practical evaluation of the following:

1. Existing tree coverage;
2. Number of trees to be removed on entire property;
3. Area to be covered with structures, parking, and driveways;
4. Topography and drainage of site and its environs;
5. Characteristics and amounts of shrub, grass, and trees proposed for planting on the site by the applicant.

(b) Whenever possible and practicable, trees should be replaced with the same species as those removed. Also, to encourage lower maintenance and water conservation, native species shall be used where possible.

In addition, because the tree in question is an oak tree in the public right-of-way, the Tree Board shall make a recommendation to the City Council on the location and species of a replacement tree.

(d) Where an oak tree located on city public right-of-way or city owned property is removed for any reason, the tree board shall either:

(1) Include with its recommendation to the city council regarding removal of the oak tree, a recommendation on both the location and species of a replacement tree; or
(2) Approve the location and species of a replacement tree following removal of the oak tree when an exception as provided in subsection (H)(1)(c)(1) through (5) applies.

In summary, the Council shall review the recommendation of the Tree Board and shall:

1. Approve or deny the tree removal permit request

If the request is approved, the applicant is required to replace the tree with an equal diameter of inches (measured at breast height) as the diameter of the tree to be removed. This means that the roughly 40 inch tree to be removed must be replaced with trees, each having a minimum diameter of 4 inches, and adding up to a total of 40 inches.

2. The Council shall then make the final determination of:

- the type of trees to be replanted, and
- the location of the trees to be replanted

The Tree Board has recommended the replacement trees be the same species as the tree removed

(oak trees) and have recommended a location at the southeast corner of Manor Drive and Beverly Road.

STRATEGIC PLAN CONNECTION:

The proposed amendment is consistent with the Strategic Plan issues, goals, and objectives.

BUDGETARY IMPACT:

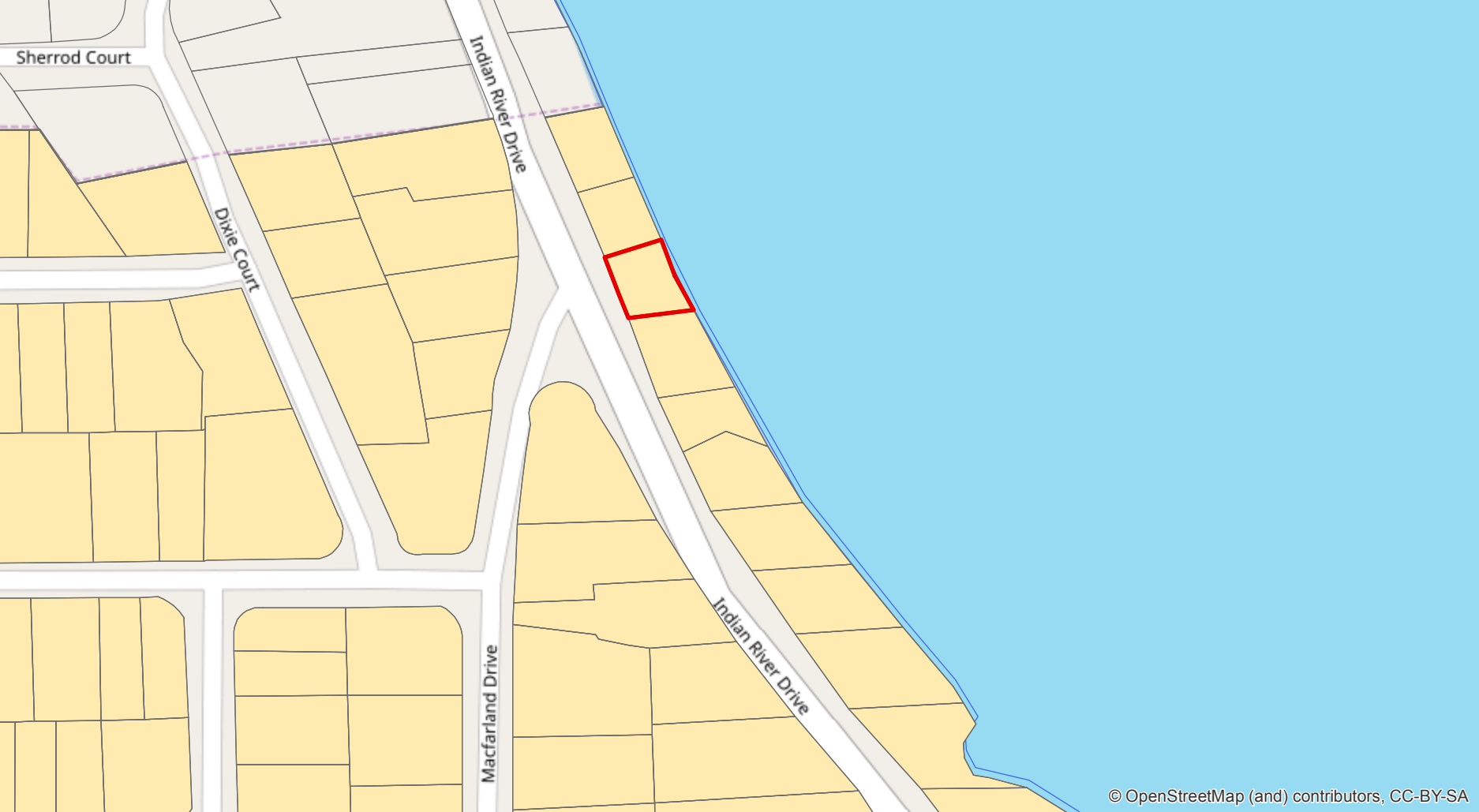
N/A

PREVIOUS ACTION:

The proposed Tree Removal Permit request was heard by the City of Cocoa Tree Board at the May 1, 2019 Planning and Zoning Board meeting. The Tree Board recommended approval of the Tree Removal Permit with conditions.

RECOMMENDED MOTION:

Approve a Tree Removal Permit for an oak tree in the right-of-way adjacent to 2656 N. Indian River Drive with a replacement tree species and location as recommended by the Tree Board.



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ORDINANCE NO. 12-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XIII, SECTION 22 OF THE CODE OF THE CITY OF COCOA TO MODIFY THE LANDSCAPE REQUIREMENTS RELATED TO TREE PROTECTION AND PRESERVATION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, 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, the City Council desires to update Appendix A, Article XIII, Section 22 of the Code of the City of Cocoa relating to tree protection and preservation standards, including the following: the definition of a "tree"; the circumstances in which tree removal permits are required; the criteria to obtain such permits; the exemptions for tree removal permits; the tree replacement standards for specimen trees removed by the city on public property or within the right-of-way; and the authority of the tree board; and

WHEREAS, additional housekeeping amendments shall be made to ensure consistency with the City Code; and

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

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

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

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Appendix A, Article XIII, Section 22, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XIII, Section 22. It is intended that the text in Appendix A, Article XIII, Section 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

* * *

ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 22. – Landscape Requirements.

(A) OBJECTIVES.

(1) To improve, protect and preserve the appearance, character, and value of the surrounding neighborhoods and thereby promote the general welfare and aesthetic qualities of the city.

(2) To create buffer areas between properties of different zoning classifications so as to reduce nuisances of incompatibilities between abutting land uses.

(3) To ensure the regeneration of oxygen.

(4) To provide for unpaved areas in order to retain storm water lost in run-off.

(5) To channelize vehicular and pedestrian movement within off-street paved areas into safer and more logical patterns.

(6) To preserve and protect the existing tree stock while encouraging replacement of deteriorating vegetation.

(B) DEFINITIONS. [For the purpose of this section, certain words or terms used herein shall be interpreted as follows:]

~~(1)~~ *Accessway:* A paved area intended to provide ingress and egress of vehicular traffic from a public right-of-way to an off-street parking or loading area.

~~(2)~~ *Bona fide agricultural purposes:* Bona fide agricultural purposes means good faith commercial or domestic agricultural use of the land. In determining whether the proposed agricultural uses of the land is bona fide, the following factors, though nonexclusive, shall be taken into consideration:

(a) The length of time the land will be utilized.

(b) Size of land, as it relates to specific agricultural use.

(c) Whether such land is under lease and if so, the effective length, terms and conditions of the lease.

(d) The manifested intent of the landowner to sell or convert the land for or to nonagricultural purposes.

(e) The proximity of the property to existing urban or metropolitan development.

(f) The productivity of land in its present use.

(g) Whether the property has qualified as a bond fide agricultural purpose within the meaning of Florida Statutes.

~~(3)~~ *Development:* The word "development" shall mean and refer to any proposed material change in the use of the character of the land, including, but not limited to, the placement of any structure or site improvement on the land. When appropriate to the context, development may refer to the act of issuing any building permit. A property shall be considered "developed" at that point in time when the building and site have received all required final inspection approvals.

~~(4)~~ *Encroachment:* The protrusion of a vehicle outside of a parking space, display area or accessway into landscaped area. (See Figure No. 1)

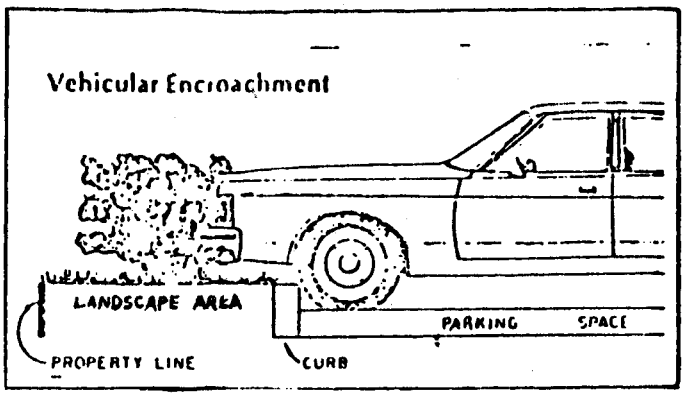


Figure No. 1

~~(5)~~ *Enforcement official:* The community services director, or his or her assigned designee.

Hazardous: Means a tree existing on a developed parcel of land or within the right-of-way, that due to its shape, location or growth pattern, which cannot be corrected by pruning or other reasonable preservation and/or preventative procedures, may cause or reasonably be expected to cause damage to persons or property and/or presents a potential threat to the health, safety, and welfare of the general public, as determined by the city arborist or an arborist certified by the International Society of Arboriculture.

~~(6)~~ *Landscaping:* Landscaping shall consist of, but not limited to, the following or combination thereof: Material such as, but not limited to, grass, ground cover, shrubs, vines, hedges, trees, or palms; and nonliving durable material commonly used in landscaping, such as, but not limited to, rocks, pebbles, sand, walls or fences, but excluding paved surfaces.

~~(7)~~ *Landscape dividing strips:* Landscape areas containing ground cover, shrubs, and trees or other landscaping used to partition parking areas into individual bays. (See Figure No. 2)

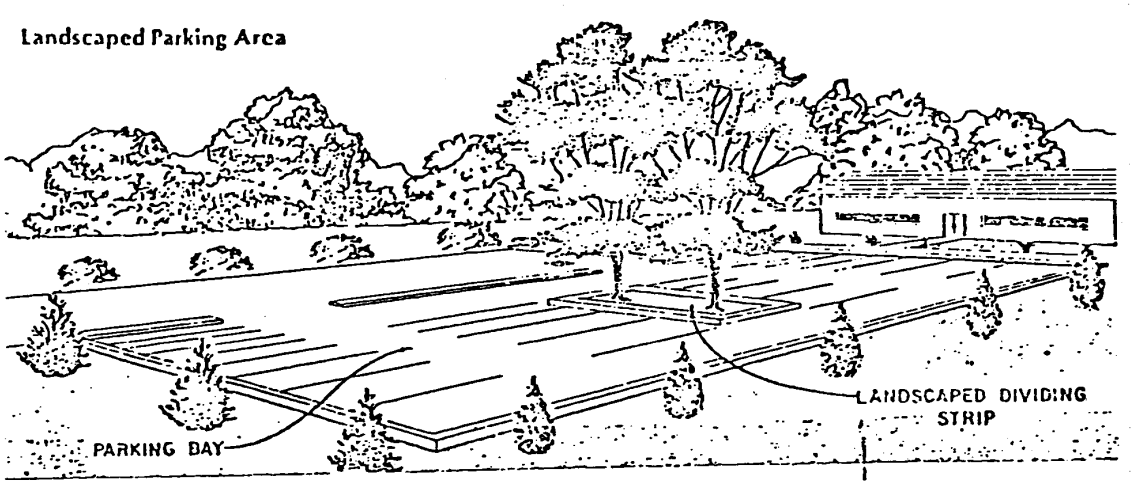


Figure No. 2

~~(8)~~ *Lot:* A parcel of land shown on a recorded plat with Brevard County Clerk of the Circuit Court or any piece of land described by deed in the Official Record Book of Brevard County.

~~(9)~~ *Parking area:* Any vehicular use area in which five (5) or more parking spaces are required.

~~(10)~~ *Person:* This shall include any individual, partnership, corporation, association or other legal entity, and shall include the plural, as well as the singular.

~~(11)~~ *Removal:* The term "removal" shall include remove, removing, actual displacement, effective displacement through damaging, or significant pruning.

~~(12)~~ *Right-of-way:* Land dedicated, deeded, used, or to be used for a street, alley, walkway, boulevard, public utilities, drainage facility, access for ingress/egress, or other purpose by the public, certain designated individuals, or governing bodies.

Specimen Tree: Any hardwood tree not included on the list of exempt trees in subsection (E)(7) herein having a trunk diameter twenty-four (24) inches or greater as measured diameter at breast height (d.b.h) or four and one-half (4 ½) feet above actual grade. Specimen trees shall not include dead, hazardous or diseased trees.

~~(13)~~ *Single-family or duplex lot:* A lot zoned for a single-family or two-family unit structure, or a nonconforming use of such nature.

~~(14)~~ *Site:* That parcel of land, lot, or lots for which a tree removal permit is sought.

~~(15)~~ *Tree:* A woody or fibrous perennial plant with an upright trunk which normally grows, or is capable of growing, to an overall height of a minimum height of fifteen (15) feet in the central coastal area of Florida, and having a trunk diameter of ~~not less than eight (8)~~

~~inches~~ four (4) inches or greater as measured diameter at breast height (d.b.h.) or four and one-half (4½) feet above actual grade.

* * *

(E) TREE PROTECTION AND PRESERVATION.

(1) ~~*Limits of application.*~~ The provisions of this subsection (E) shall apply to the following:

(a) All vacant and undeveloped property.

(b) The open space areas of all developed property, except single-family or duplex lots ~~with existing structures prior to the adoption of this ordinance~~.

(c) All public or private rights-of-way.

~~(d) All property where there is an addition, alteration, or intensification of land use affecting fifty percent (50%) or more of the development area, except developed single-family or duplex lots.~~

~~(e) The provisions and requirements of this ordinance shall not apply retroactively; however, all future development or applications shall be in compliance with this ordinance for the modified portion(s).~~

(2) *General requirements.*

(a) Except as provided in subsection (E)(3)(b) below, no ~~No~~ tree shall be removed ~~or significantly pruned~~ without first obtaining a tree removal permit. ~~that is a woody or fibrous perennial plant with an upright trunk which normally grows or is capable of growing to an overall height of fifteen (15) feet in the central coastal area of Florida, and having a trunk diameter of not less than eight (8) inches as measured diameter at breast height (d.b.h.), or four and one-half (4½) feet above actual grade. However, all oak trees (Quercus Spp.) with a d.b.h. of four (4) inches shall not be removed or pruned significantly.~~

(b) All subdivision plats and site plans shall be accompanied by a tree survey locating all trees outside the building envelope (structure and seven and one-half (7½) feet around perimeter). Trees on the survey shall be depicted as defined in this ordinance. Where applicable, trees can be indicated by general groups or clusters, with predominant species identified.

(3) *Permit requirements.*

(a) A letter requesting removal~~, alteration,~~ or destruction of any tree meeting the requirements of this ordinance shall be forwarded to the enforcement official of the City of Cocoa. The enforcement official may grant permission for removal~~, alteration,~~ or destruction if it meets any or all of the following guidelines:

1. Is determined to be hazardous or dangerous condition as to endanger the public health, safety, or welfare.

~~2. In an emergency situation (hurricane, fire, tornadoes, etc.).~~

~~3. Is in the best interest of the citizens of the City of Cocoa.~~

~~4. Is a bona fide agricultural activity or commercial plant nursery site.~~

2. Is severely diseased or severely injured.

3. The trunk of the tree is located closer than seven and one-half (7 ½) feet to the foundation of an existing or proposed structure, and it is not feasible to relocate the structure.

4. The trunk of the tree is located closer than ten (10) feet from the foundation of an existing or proposed structure and the tree is considered having an aggressive root system or the natural mature height is greater than 30 feet and it is not feasible to relocate the structure.

5. Trees that shall be replaced elsewhere on the property or on another property in accordance with the standards established below in subsection (E)(4).

~~(b) No tree meeting the provisions of this ordinance is to be removed, altered, or destroyed pursuant to this ordinance unless a permit is obtained through the enforcement official of the City of Cocoa. A permit processing fee of ten dollars ($10.00) for the total property in question will be required from the applicant.~~

(b) The following tree removal activities are exempt from the permit requirements of this section:

1. Removal by the city or other governmental agency on public property or within the right-of-way.

2. Removal of dead trees.

3. Removal of species listed below in subsection (E)(7)(a) – (j).

4. Emergency removal of a hazardous or seriously damaged tree, to mitigate an imminent threat to the health, safety, and welfare of the property owner or the general public. Prior to emergency removal, the imminent threat should be documented to include but not be limited to (1) photographs of the tree(s) including any areas that may be damaged, diseased, or infested (2) approximate measurements including tree height, spread, d.b.h., and (3) distance to structure(s) or other immovable target(s) if felled.

5. Tree removal activities authorized and preempted by state or federal law.

6. Bona fide agricultural activity or commercial plant nursery site.

7. Trees planted specifically for silvicultural purposes provided the property owner can provide documentation to the city evidencing that: (i) the property is a silvicultural site recognized or inspected by the Florida Forest Service; and (ii) trees of typical harvestable size and type exist on the property which are capable of being harvested for income and that the property has, or intends to, generate income from the harvested trees.

8. Tree removal authorized by a city-approved site plan, subdivision, building permit, site development permit, or landscape plan or a city council-

approved construction project.

(4) *Tree replacement.*

(a) As a condition of granting a tree removal permit, the applicant shall be required to relocate or replace trees being removed with the appropriate number of trees, having the d.b.h. of tree(s) to be removed/replaced with an equal diameter of tree(s). This shall not apply to any trees removed within the building envelope. In determining the required relocation or replacement of trees, the enforcement official shall associate needs of the intended use of the property together with realistic and practical evaluation of the following:

1. Existing tree coverage;
2. Number of trees to be removed on entire property;
3. Area to be covered with structures, parking, and driveways;
4. Topography and drainage of site and its environs;
5. Characteristics and amounts of shrub, grass, and trees proposed for planting on the site by the applicant.

(b) Whenever possible and practicable, trees should be replaced with the same species as those removed. Also, to encourage lower maintenance and water conservation, native species shall be used where possible.

(c) Except where tree board recommendation or approval is required in subsection (H)(1)(d) below, specimen trees removed by the city on public property or within the right-of-way and that are not within the building envelope shall be replaced with either a tree of the same species or a tree of a different species that is more suitable for the location as determined by the city arborist or an arborist certified by the International Society of Arboriculture. The replacement trees shall be planted in a location deemed most appropriate by the director of public works or his or her designee.

(5) *Land clearing.* The clearing of land includes the removal of trees and natural vegetation. The clearing of land is contrary to this ordinance except under the following conditions:

(a) Clearing of trails and transect lines.

(b) Clearing within a dedicated public or private easement or right-of-way for the purpose of construction, maintenance, or improvement of roadways, utilities, or drainage systems.

(c) Clearing on an individual lot for which a valid building permit has been issued or on which a permanent structure exists.

(d) Clearing of land for bona fide agricultural purposes.

(e) Clearing of land for which there exists an approved site plan or building permit and accompanying landscape plan.

(f) Other land clearing as approved by the city council providing the following conditions are met:

1. All conditions of the permitting section are complied with.

2. All land to remain bare for a period greater than ninety (90) days shall be seeded and/or mulched so as to prevent erosion and sedimentation.

(6) *Tree protection during construction.* During construction, protective barriers shall be placed so as to prevent the destruction or damaging of trees. Trees destroyed or receiving major damage shall be removed and replaced before occupancy or use unless approval has been granted under permit.

(7) *Tree exemptions.* The following tree species are exempted from these regulations:

(a) *Schinus terebinthifolius* (Brazilian Pepper).

(b) *Melaleuca quinquenervia* (Melaleuca, Cajeput).

(c) *Metopium toxiferum* (Poison Wood).

(d) *Casvarina equisetfolia*

Casvarina lepidophilia

Casvarina cumminghamiana (Australian Pine).

(e) *Casvarina glauca* (Brazilian Oak).

(f) *Melaleuca leucadendra* (Punk Tree).

(g) *Enterlobium cyclocarpum* (Ear Pod Tree).

(h) *Morus Rubra* (American Mulberry).

(i) *Melia azedarach* (Chinaberry).

(j) *Citrus trees.*

(8) *Nuisances declared.* Any tree or trees that may be declared a nuisance or a threat to the health, safety, or welfare of the citizenry of the City of Cocoa and may be so deemed by the enforcement official. If declared a nuisance, ~~the owner shall have thirty (30) days from the date of notification to remove said trees or the enforcement official may take such action to the city council pursuant to section 9-5 of the City of Cocoa Code.~~ the enforcement official shall, as provided in Section 6-903 of the Code, cause notice to be served upon the owner to remove said trees. If necessary, the enforcement official may proceed to remove or abate the nuisance in the manner provided in Section 6-903 of the Code.

(F) VARIANCES. Any person, firm, or corporation affected by this ordinance shall apply to the board of adjustment of the City of Cocoa for a variance from the requirements of this ordinance. Said application and variance procedure shall be in accordance with Appendix A, Zoning, of the Code of the City of Cocoa, Florida.

~~(G) APPEALS. Any person or persons, jointly or severally, aggrieved by any decision of the board of adjustment, may, within thirty (30) days after the public hearing at which the decision was rendered, but not thereafter, apply to a court of competent jurisdiction for appropriate relief.~~

(G~~H~~) PENALTIES. Any person who violates this ordinance or causes such to be violated, shall be subject to action before the code enforcement board of the City of Cocoa, Florida.

(H~~I~~) TREE BOARD. A tree board is hereby established which shall consist of the members of the city Planning and Zoning Board, and who shall serve by appointment of the City Council of the City of Cocoa, Florida.

(1) *Duties and responsibilities.*

(a) ~~It shall be the responsibility of t~~ The tree board ~~to~~ may investigate, develop, and advise the city council regarding policies and standards relating to ~~study, investigate, counsel, develop, update annually, and administer a plan for~~ the care, preservation, ~~pruning,~~ planting, replanting, removal, or disposition of trees and shrubs in parks, along streets, and in all other public areas. ~~Such plan will be presented annually to the city council and, upon their acceptance and approval, shall constitute the official comprehensive tree plan for the City of Cocoa, Florida~~.

(b) The tree board, when requested by the City Council of the City of Cocoa, shall consider, investigate, make findings of fact, report, and make recommendations upon any special matter of questions coming within the scope of its duties.

(c) No oak tree located on city public right-of-way or city owned property shall be removed or significantly pruned prior to review and recommendation by the tree board and approved by the city council, subject to the following exceptions:

(1) ~~Trees that are an immediate and serious threat to the public health, safety and welfare~~. The emergency removal of a hazardous or seriously damaged oak tree, to mitigate an imminent threat to the health, safety, and welfare of the property owner or the general public. Prior to emergency removal, the imminent threat should be documented to include but not be limited to (1) photographs of the tree(s) including any areas that may be damaged, diseased, or infested (2) approximate measurements including tree height, spread, d.b.h., and (3) distance to structure(s) or other immovable target(s) if felled.

(2) Oak ~~T~~trees that are dead.

~~(3) Any undesirable/nuisance tree species, as listed in Ordinance No. 32-84, page 17, section 4-g, 1—10 [codified herein as app. A, art. XIII, § 22(E)(76)(a)—(j)].~~

(3~~4~~) Volunteer oak trees less than four (4) inches in diameter at four and one-half (4½) feet in height.

(4~~5~~) Oak ~~T~~trees that are part of a previously approved site plan or city council-approved construction, roadway, utility or drainage project.

(5~~6~~) Pruning of less than thirty percent (30%) of the canopy.

(d) Where an oak tree located on city public right-of-way or city owned property is removed for any reason, the tree board shall either:

(1) Include with its recommendation to the city council regarding removal of the oak tree, a recommendation on both the location and species of a replacement tree; or

(2) Approve the location and species of a replacement tree following removal of the oak tree when an exception as provided in subsection (H)(1)(c)(1) through (5) applies.

*** * ***

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the City Code 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 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2018.

_____

JAKE WILLIAMS, JR., Mayor

ATTEST:

_____

CARIE SHEALY, MMC
City Clerk

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

Application # PZ - _____ - _____

CITY OF COCOA
Serving the Community

TREE REMOVAL AND LAND CLEARING APPLICATION

Community Development Department.
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8530
Fax: (321) 433-8536
Web: http://www.cocoafl.org

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

This form is divided into steps. which will help you prepare your application and provide supplemental items. A pre-application meeting with Staff is **required**.

Please TYPE or PRINT this application neatly.

1. **Type of Application:**

☒ Tree removal. ☐ Land clearing.

2. **Applicant Information:** ** NOTE: Applicant is the main contact!*

Company (if applicable): SLS INVESTMENT, LLC

Name: RANDY S HEIVE

Mailing Address: 2636 N INDIAN RIVER DR.

City: COCOA State: FL Zip Code: 32922

Phone #(407) 383-8322 Fax #: _____

Mobile #: _____ E-mail: PILOTRACE1@YAHOO.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): SLS INVESTMENTS

Name: RANDY S HEIVE

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

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BY:

4. **Property Information:**

Street Address and Location: 2656 N INDIAN RIVER DR., COCOA, FL 32922

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

24-36-17-54-0000A.0-0006.00

□□-□□-□□-□□-□□□□□.□-□□□□.□□

Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

2413989 □□□□□□□

Existing Use(s) on Property: RESIDENTIAL

Proposed Use(s) on Property: RESIDENTIAL

If single-family or duplex structure, list the date of construction : VACANT LOT

5. **Please submit the following items in order complete the application:**

a. ☒ **Notarized application.**

b. ☒ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Development Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

c. ☒ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

d. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

e. ☒ **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).

f. ☒ **Certified boundary survey(s).** Submit four (4) copies of a current certified survey showing the dimensions of all existing structures, proposed flag lots, the area of each lot excluding the narrow access strips, width of narrow access strips, etc.

g. ☒ **Tree removal request letter**. If this is a tree removal request, submit a letter requesting removal, alteration, or destruction of tree(s) meeting the requirements of the Tree Protection and Preservation ordinance. Also list reasons why the request meets any or all of the following guidelines:

1. Is determined to be hazardous or dangerous condition as to endanger the public health, safety, or welfare.
2. In an emergency situation (hurricane, fire, tornadoes, etc.).
3. Is in the best interest of the citizens of the City of Cocoa.
4. Is a bona fide agricultural activity or commercial plant nursery site.

h. ☐ **Tree replacement.** If this is a tree removal request, submit a tree replacement plan.

i. ☐ **Land clearing.** If this is a land clearing request, submit a certified survey or accurately scaled drawing showing the limits of clearing, the purpose of clearing, protective barriers, and the square footage of land being cleared.

j. ☐ **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.

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6. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

7. **Signatures and Notarization.**

STATE OF FLORIDA COUNTY OF Brevard. I, _____ being first duly sworn, depose and say that:

☑ I am the owner of the subject property, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the owner of the subject property of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written consent by all property owners of the subject property, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Tree Removal and Land Clearing application and all applicable Tree Protection and Preservation criteria and requirements as listed in the City of Cocoa Code. I further understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be processed. I further understand that this application must be complete and accurate.

_____ Randy Shaive
(APPLICANT SIGNATURE) (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced FL DL

KADI M. CARVER
MY COMMISSION # GG51297
EXPIRES: November 30, 2020

_____ Kadi M. Carver
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 30 day of January, 20 19

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

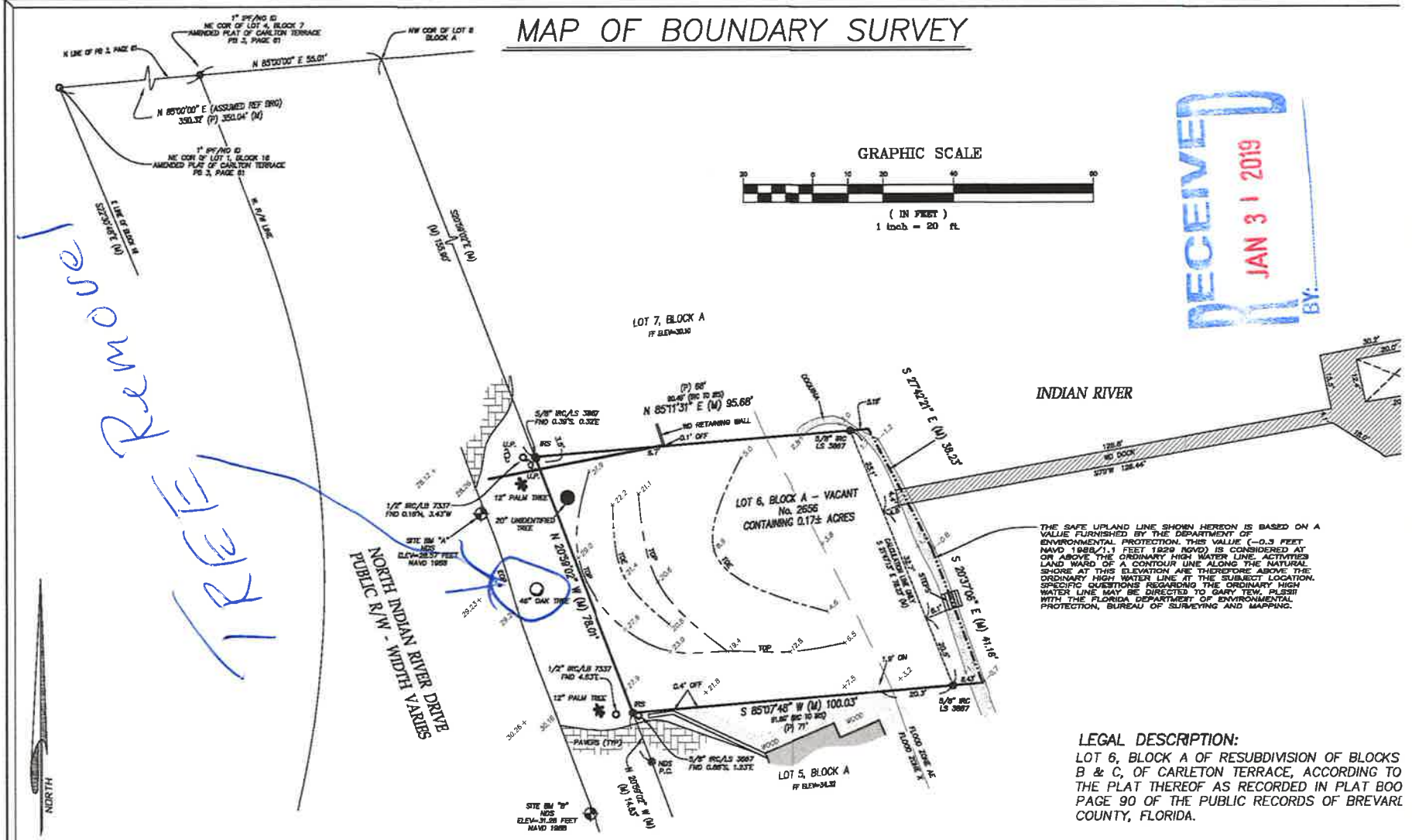
Date: _____

Signature from Planning & Zoning Division:

_____

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MAP OF BOUNDARY SURVEY



THE SAFE UPLAND LINE SHOWN HEREON IS BASED ON A VALUE FURNISHED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION. THIS VALUE (-0.3 FEET NAVD 1988/1.1 FEET 1929 NGVD) IS CONSIDERED AT OR ABOVE THE ORDINARY HIGH WATER LINE. ACTIVITIES LAND WARD OF A CONTOUR LINE ALONG THE NATURAL SHORE AT THIS ELEVATION ARE THEREFORE ABOVE THE ORDINARY HIGH WATER LINE AT THE SUBJECT LOCATION. SPECIFIC QUESTIONS REGARDING THE ORDINARY HIGH WATER LINE MAY BE DIRECTED TO GARY TEW, PLSIII WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING.

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Remove
TREE

LEGAL DESCRIPTION:

LOT 6, BLOCK A OF RESUBDIVISION OF BLOCKS B & C, OF CARLETON TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOO PAGE 90 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CERTIFIED TO:
Randy & Rebecca Shelve

CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED SURVEY WAS DONE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

DATE: 10/3/18

JOEL A. SEYMOUR PROFESSIONAL LAND SURVEYOR AND MAPPER
STATE OF FLORIDA No. 6133

DRAWN BY: JED	SCALE 1 INCH = 20 FEET

NOTES:
1. BEARINGS BASED ON THE NORTH LINE OF PB 3, PAGE 61 BEING N 85°00'00" E AS PER ASSUMED DATUM (SEE SKETCH)
2. ELEVATIONS BASED ON NATIONAL GEODETIC SURVEY BENCHMARK AK2191 BEING AN ELEV OF 45.009 NAVD 1988.
3. FLOOD ZONE "X" & "AE", MAP No. 12009C0134OC COMMUNITY No. 120220, MARCH 17, 2014. FLOOD ZONE INFORMATION DEPICTED HEREON IS APPROXIMATE. FEMA RETAINS SOLE AUTHORITY REGARDING BOUNDARY AND EXTENT OF SFHA.
4. HORIZONTAL CLOSURE MEETS OR EXCEEDS THE ACCURACY REQUIREMENTS FOR SUBURBAN LAND AS PER FLORIDA STATUTE 5J-17-.051(3)
5. BEARINGS, DISTANCES OR ANGLES SHOWN ARE THE SAME AS PLAT, DEED OR RECORD UNLESS SHOWN OTHERWISE.
6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
7. THE SURVEYOR HAS NOT LOCATED NOR ATTEMPTED TO LOCATE ANY UNDERGROUND UTILITIES, FOUNDATIONS, OR STRUCTURES OTHER THAN THOSE THAT MAY BE SHOWN HEREON.
8. ONLY BOUNDARY CORNER MONUMENTS AS SHOWN HEREON ARE TO BE USED FOR THE LOCATION AND CONSTRUCTION OF IMPROVEMENTS.
9. UNLESS OTHERWISE INDICATED THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH OR ATTORNEY'S TITLE OPINION.

LEGEND

A = ARC
A/C = AIR CONDITIONER
BFE = BASE FLOOD ELEVATION
BLDG = BUILDING
BLK = BLOCK
BM = BENCHMARK
BRG = BEARING
(C) = CALCULATED
CATV = CABLE TELEVISION
CBS = CONCRETE BLOCK STRUCTURE
CHD = CHORD
C/L = CENTERLINE
CLF = CHAIN LINK FENCE
CMF = CONCRETE MONUMENT FOUND
CMP = CORRUGATED METAL PIPE
CONC = CONCRETE
COR = CORNER
(D) = DEED
DB = DEED BOOK
DA = DELTA ANGLE
ELEC = ELECTRIC
ELEV = ELEVATION
ENC = ENCROACHMENT
EOP = EDGE OF PAVEMENT
ESMT = EASEMENT
FB = FIELD BOOK
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
FF = FINISHED FLOOR
FNC = FENCE
FND = FOUND
FP&L = FLORIDA POWER & LIGHT COMPANY
ID = IDENTIFICATION
IPF = IRON PIPE FOUND
IRC = IRON ROD & CAP FOUND
IRF = IRON ROD FOUND
IRS = 5/8" IRON ROD SET "LB 7838"
LB = LICENSED BUSINESS NUMBER
LS = (PLS) or (PLS) REGISTERED OR PROFESSIONAL LAND SURVEYOR
(M) = MEASURED
NAVD = NORTH AMERICAN VERTICAL DATUM
NDF = NAIL & DISK FOUND
NDS = 1 1/4" NAIL & DISK SET "LB 7838"
NGVD = NATIONAL GEODETIC VERTICAL DATUM
No. = NUMBER
O/H = OVERHEAD
ORB = OFFICIAL RECORDS BOOK
O/S = OFFSET
(P) = PLAT
PB = PLAT BOOK
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PCP = PERMANENT CONTROL POINT
PI = POINT OF INTERSECTION
PLS = PROFESSIONAL LAND SURVEYOR
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PSM = PROFESSIONAL SURVEYOR AND MAPPER
PT = POINT OF TANGENCY
PUDE = PUBLIC UTILITY & DRAINAGE EASEMENT
PUE = PUBLIC UTILITY EASEMENT
R = RADIUS
REF = REFERENCE
RNG = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
SFHA = SPECIAL FLOOD HAZARD AREAS
TEL= TELEPHONE RISER
TWP = TOWNSHIP
TYP = TYPICAL
UP = UTILITY POLE
WD = WOOD
WIT-COR = 5/8" IRON ROD SET WITH CAP "WITNESS LB 7838"
WM = WATER METER
XCF = CROSS CUT FOUND

BOUNDARY	DATE: 9/24/18	JOB #
		FB 16
		CARLT

Kane Surveying, Inc.
FLORIDA LICENSED BUSINESS No. LB 783
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
(321) 676-0427
FAX (321) 984-1448

APPLICATION ATTACHMENTS

✓ Current photograph showing the tree to be removed and other landscaping on property

✓ 1 Copy of Boundary Survey (Reduced)

✓ Letter describing the reason for the removal of the tree

THE TREE IS EXTREMELY UNHEALTHY AND HAS A LOT OF DEAD LIMBS AND WOOD ROT FROM INSIDE THE LIMBS. LIMBS CONSTANTLY FALL, CAUSING DAMAGE TO VEHICLES.
WE ARE CURRENTLY GETTING READY TO BUILD A NEW HOME ON THIS LOT AND DO NOT WANT THIS TREE TO FALL AND CAUSE DAMAGE TO OUR NEW HOME.
WE'VE HAD SEVERAL TREE TRIMMING COMPANY'S LOOK AT THE TREE & SAID THE TREE IS UNHEALTHY & NEEDS TO BE REMOVED.
IN ADDITION, THE CITY HAS COME OUT & DEAD LIMBS OFF THIS TREE. (SEE PHOTOS)

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JAN 31 2019
BY:


KUBOTA



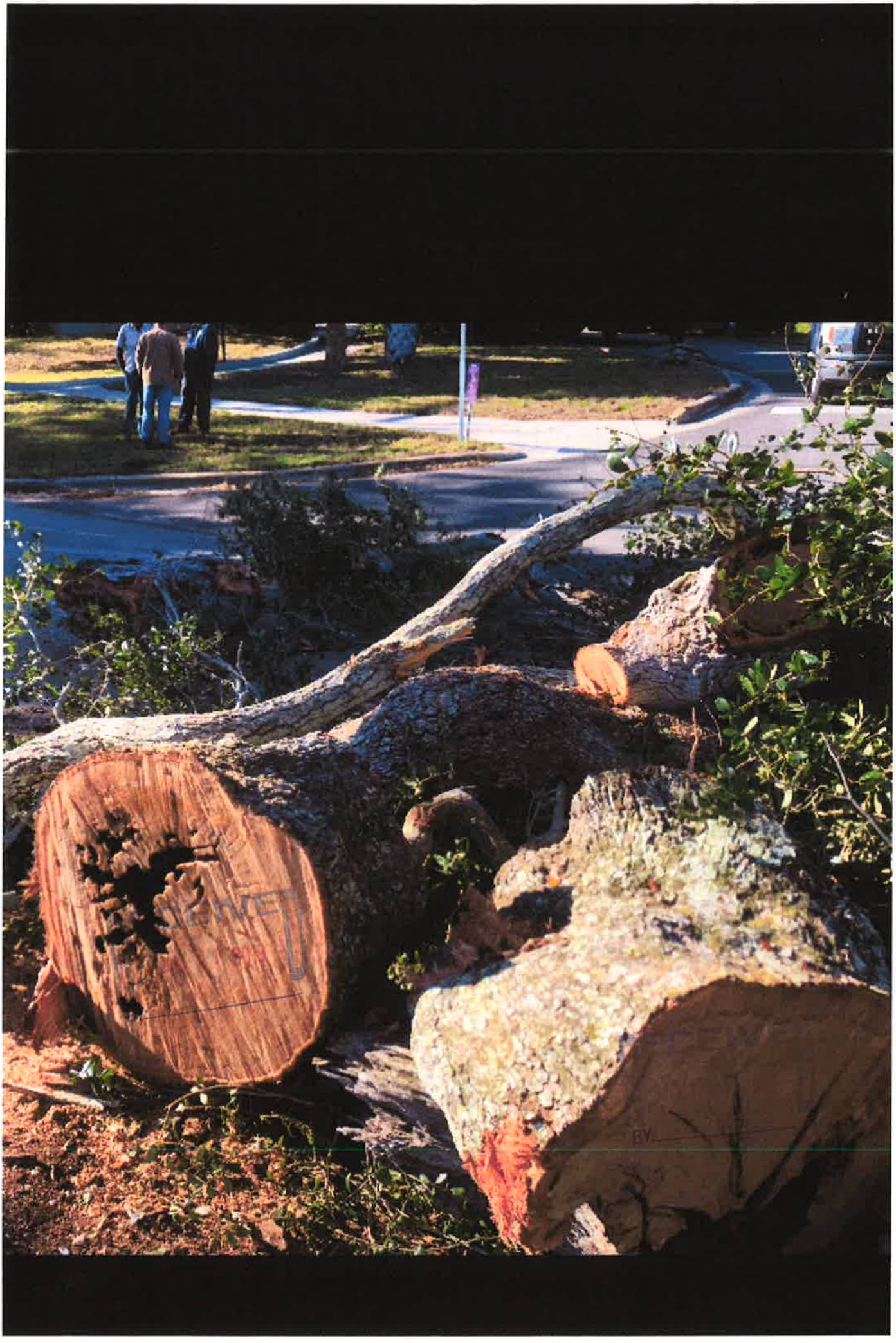


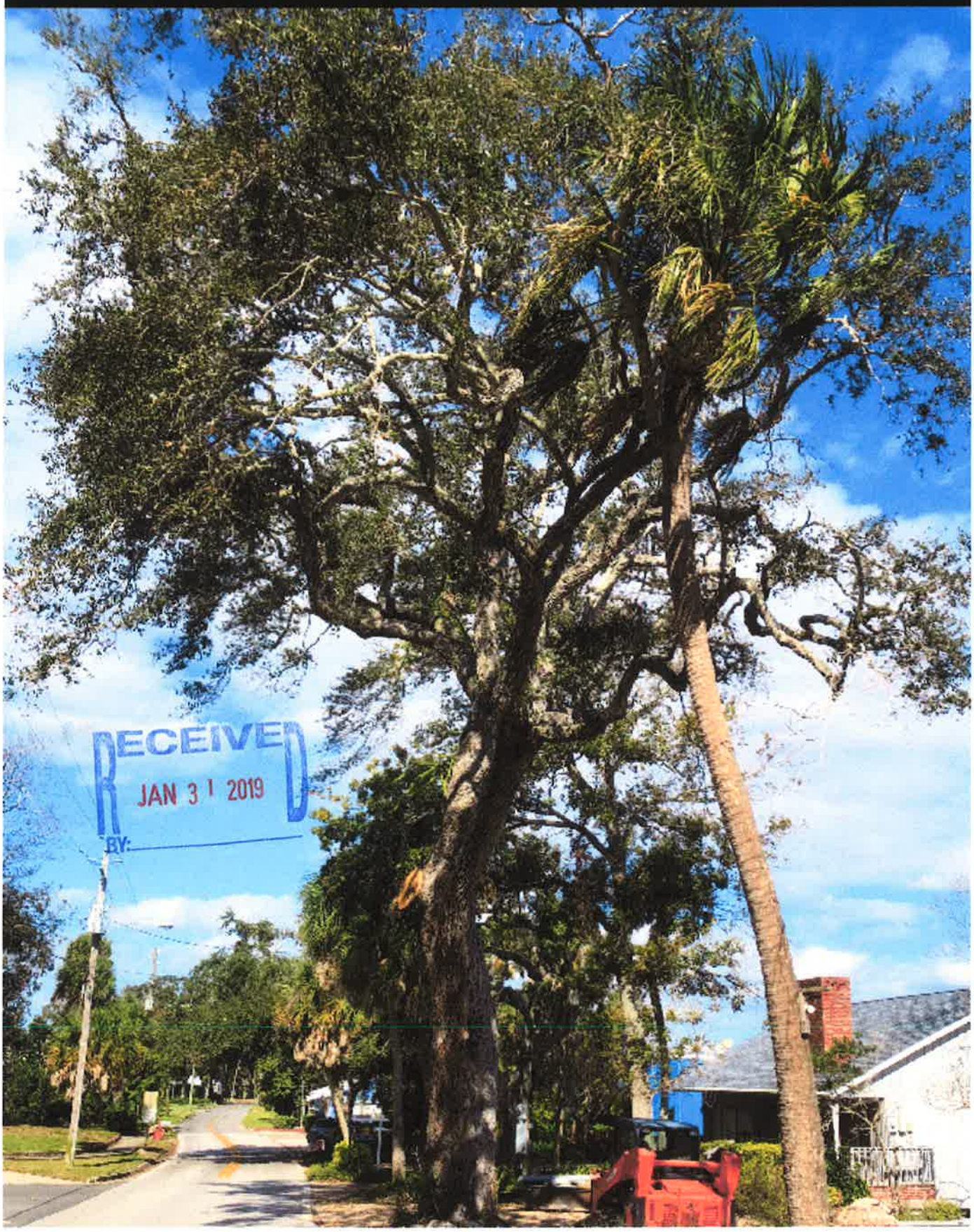

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Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003526138
Pymt Method Invoice
Net Amt: $214.38

Run Times: 1

No. of Affidavits: 1

Run Dates: 04/27/19

Text of Ad:

AD#3526138, 4/27/2019

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER
THE FOLLOWING:

A. PZ-18-00200017 – Large Scale Site Plan – Dr. Joe Lee Smith Community Center
The City of Cocoa, Public Works Department, is requesting Approval of a Large Scale Site Plan entitled "Dr. Joe Lee Smith Community Center". The subject property comprises 2 parcels of land totaling ±3.23 acres and is generally located at the southwest corner of Stone Street and Washington Street. The property is more specifically identified by the Brevard County Property Appraiser as Parcel #'s 24-36-33-00-264 and 24-36-33-CC-12.E-2. The City is proposing to develop a new community center building comprising a total of approximately 15,708 sq.ft. along with parking and stormwater retention facilities.

B. PZ-19-010 –Tree Removal Permit – 2656 N. Indian River Drive
Mr. Randy Sheive is requesting removal of an oak tree from the public right-of-way in front of his residence.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
May 1, 2019
AT 6:00 P.M. OR SOON THEREAFTER
IN THE
COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON
May 22, 2019
AT 6:00 P.M. OR SOON THEREAFTER
IN THE
COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

Legislation Details (With Text)

File #:	19-207	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	4/30/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Approval of the second contract modification with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group to extend the term of the agreement until February 28, 2020. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	benefits, insurance				
Code sections:					
Attachments:	Gehring Group, Inc Contract.pdf First Modification of Agreement Second Modification of Agreement				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 30, 2019
Agenda Date: May 22, 2019
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM
Requested Action:
Approval of the second contract modification with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group to extend the term of the agreement until February 28, 2020.

BACKGROUND:

In 2012, the City of Cocoa initiated the Request for Proposal (RFP) process for the selection of an Insurance Broker of Record for the City's health insurance benefits. At that time, the Gehring Group was recommended to City Council based on factors of qualifications, cost containment, and past/present experience and a multi-year contract was approved effective June, 12, 2012. Additionally, the City exercised two renewal term options for two additional one year periods, making the expiration date June 11, 2017.

In April 2017, an agenda item was brought to Council to authorize the first modification of agreement which allowed to continue the brokerage agreement through June 11, 2018 with an additional one-year term through June 11, 2019. This allowed more time with the current broker who was instrumental in the development of the Interlocal Agreement for the sharing of the City's health center.

The City published a new Insurance Broker Services RFP (RFP-19-11-COC) in February 2019 with an anticipated selection for a new brokerage agreement in April 2019. However, the RFP selection committee determined price proposals could not be fairly evaluated and the bids were rejected by the City Manager in accordance with the City of Cocoa Financial Operations Manual, Section 15.2A (10b).

The June timeframe is very busy with benefits, as that is typically the timeframe the benefit renewal takes place where we then work on open enrollment for the new fiscal year. It is recommended section five of the original agreement with Gehring Group to be modified to extend the term of the agreement until February 28, 2020. This extension would allow Staff ample time to prepare this year's renewal for the group benefits and the Medicare plan. The City intends to re-advertise a new RFP for insurance broker services prior to this new contract end date in accordance with purchasing procedures.

STRATEGIC PLAN CONNECTION:

Having an insurance broker of record assists the City in providing competitive employee benefit plans which in turn assists in the recruitment and retention of employees.

BUDGETARY IMPACT:

Budgeted N/A

There is no budgetary impact, as the commission rates are paid by the vendors and not the City.

PREVIOUS ACTION:

At a Regular City Council Meeting on April 25, 2017, City Council approved to extend multi-year contract with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group through June 11, 2018 with an additional one-year extension term through June 11, 2019 and authorized the City Manager to sign associated contract addendums.

At Regular City Council Meeting on June 12, 2012, City Council approved the contract for Insurance Broker of Record for Gehring Group, Inc.

RECOMMENDED MOTION:

Approval of the second contract modification with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group to extend the term of the agreement until February 28, 2020.

AGREEMENT TO PROVIDE AGENT OF RECORD SERVICES

RELATING TO EMPLOYEE BENEFITS

THIS AGREEMENT ("Agreement") is made this 12 day of June, 2012, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and The Gehring Group, Inc., with its principal place of business located at 11505 Fairchild Gardens Avenue, Suite 202, Palm Beach Gardens, FL 33410, hereinafter referred to as "GEHRING GROUP".

RECITALS:

a. CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain certain consulting services relating to its benefits program.
b. GEHRING GROUP is an active corporation, existing under the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement.

In consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and GEHRING GROUP as follows:

SECTION ONE
NATURE OF WORK

GEHRING GROUP will perform consulting and advisory services on behalf of the CITY with respect to its benefits program, as more particularly described in the "SCOPE OF SERVICES" as set forth in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference, and the BenTek Online Benefits and Enrollment System as outlined and attached hereto and incorporated herein as **EXHIBIT "B."** Unless otherwise provided herein, GEHRING GROUP shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The GEHRING GROUP warrants that it holds all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement. The GEHRING GROUP shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the services set forth in this Agreement.

SECTION TWO
PLACE OF WORK

GEHRING GROUP agrees, on request, to come to the CITY's offices in Cocoa, Florida, or such other places as reasonably designated by the CITY, to meet with representatives of the CITY, as necessary.

SECTION THREE
TIME DEVOTED TO WORK

In the performance of services, the services and hours GEHRING GROUP is to work on any given day, will be entirely within GEHRING GROUP'S control and professional judgment, and CITY will rely upon GEHRING GROUP to exercise sound professional judgment, and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement, which is to source and provide on a cost effective basis, the benefit programs required by the CITY in accordance with the Scope of Services per **EXHIBIT "A"**. All work furnished by the GEHRING GROUP hereunder shall conform to the highest quality professional standards of care and practice in effect at the time the work was performed.

SECTION FOUR
PAYMENT

GEHRING GROUP will be compensated through payment of commissions received from the various carriers who have contracted with the CITY to provide coverage to the CITY as outlined in **EXHIBIT "C"** entitled "Commissions". The annual services to be provided by the GEHRING GROUP to the CITY are described in **EXHIBIT "A"** entitled "SCOPE OF SERVICES TO BE PROVIDED BY GEHRING GROUP." In addition, GEHRING GROUP shall provide the Additional Services listed in **EXHIBIT "A,"** and the use of the BenTek software, including the monthly maintenance of the system, open enrollment, annual benefit plan updates, and data warehousing for such Additional Services as overviewed in **EXHIBIT "B."** The undertaking by GEHRING GROUP to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon the request of the CITY, GEHRING GROUP agrees to perform additional services hereunder, the CITY shall pay GEHRING GROUP for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement outlining such additional fee and services, executed by the parties to this Agreement addressing the additional services. The City shall not be responsible for the payment of any additional services provided by GEHRING GROUP unless the description of said services has been set forth in the aforementioned addendum and approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE
TERM

The term shall commence upon the parties' execution of the Agreement. ("Commencement Date"). The term of this Agreement shall be three (3) years, and may be renewed for two (2) additional one year periods at the sole option of the CITY. The CITY's City Manager may exercise this renewal option by providing the GEHRING GROUP with at least 120 days written notice in advance of the anniversary of the Commencement Date.

SECTION SIX
STATUS OF GEHRING GROUP

This Agreement calls for the performance of the services of GEHRING GROUP as an independent contractor, and GEHRING GROUP, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN
INDEMNIFICATION

GEHRING GROUP shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts or omissions or willful misconduct of GEHRING GROUP, its employees, or agents arising out of or connected with this Agreement, or any inaccurate representation made by the GEHRING GROUP, its employees, or agents, or any errors and omissions of the GEHRING GROUP, its employees, or agents, or any breach of this Agreement by GEHRING GROUP, its employees, or agents. GEHRING GROUP shall not be required to indemnify CITY or its agents, employees, or representatives when an occurrence results solely from the wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

GEHRING GROUP shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, that the work furnished by the GEHRING GROUP hereunder, or any part thereof, constitutes an infringement of any patent or copyright of the United States. GEHRING GROUP shall pay all damages and costs awarded against the CITY.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by GEHRING GROUP pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving GEHRING GROUP 120 days advance written notice of the CITY's intent to terminate the Agreement.

SECTION NINE
MISCELLANEOUS

1. As an independent contractor, GEHRING GROUP shall pay all expenses in connection with its consulting business and GEHRING GROUP will not incur any indebtedness on behalf of CITY with this AGREEMENT.

2. In the event either party hereto shall file a lawsuit to enforce any of the terms hereof, the prevailing party shall be entitled to recover all costs, charges, and expenses of enforcement, including reasonable attorney's fees incurred in a trial of appellate proceeding.

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and GEHRING GROUP.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The GEHRING GROUP recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative.

This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and GEHRING GROUP each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

9. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the CITY'S potential liability under state or federal law. As such, the CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CITY shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

10. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the GEHRING GROUP and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the CITY or the GEHRING GROUP. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the GEHRING GROUP is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Manager. Upon request by the CITY, the GEHRING GROUP shall promptly supply copies of said public records to the CITY. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the GEHRING GROUP be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding, the parties agree to maintain the confidentiality of any records or documents, from third party disclosure, that is deemed confidential and/or exempt from public records disclosure pursuant to federal or state law including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

11. The GEHRING GROUP shall maintain in effect, during the life of this Agreement, a minimum of $1,000,000.00 professional, general, and auto liability insurance policies (combined single limit for each occurrence), as well as, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement. Current, valid insurance policies meeting the requirements herein identified shall be maintained with the CITY during the term of this Agreement. Renewal certificates shall be sent to the CITY prior to any expiration date. There shall also be a thirty (30) day advance written notification to the CITY in the event of cancellation or modification of any stipulated insurance coverage.

12. The GEHRING GROUP warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the GEHRING GROUP, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the GEHRING GROUP, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY OF COCOA, FLORIDA

BY: _____
MICHAEL C. BLAKE
MAYOR

ATTEST:

BY: _____
JOAN CLARK
CITY CLERK

(CITY SEAL)

GEHRING GROUP

BY: _____
KURT GEHRING, PRESIDENT

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED BY GEHRING GROUP

The below list of services, as outlined in RFP # 12-09-COC, are to be provided by Gehring Group as part of inclusive services for the following lines of coverage: Medical Insurance with Prescription Coverage, Dental Insurance, Vision Insurance, Flexible Spending Account, Life Insurance, Disability Insurance, Employee Assistance Program:

(a) Provide the City with unbiased professional guidance regarding the most advantageous information concerning insurance markets from the standpoint of cost, service and coverage.

(b) Act as a resource to advise the City in the areas of COBRA, HIPPA, Cafeteria Plan Section 125, ERISA, EEO, FMLA, Health Care Reform laws and any other areas in the insurance field where expertise and guidance may be requested.

(c) Assist the City in identifying its employee insurance benefits and recommend methods to reduce, offset or update its coverage requirements.

(d) Aid the City in understanding and negotiating all of the insurance matters concerning rates, claims, and resolution of issues on behalf of the City.

(e) Recommend any additional coverage to the City that the Broker feels should be carried but currently is not in place.

(f) Assist the City in the areas of evaluating insurance available in the market, claims handling and administration, as requested.

(g) Review collective bargaining agreements to identify the City's health benefits obligations.

(h) Review the claims history reports and collaborate with the HR Benefits Coordinator to generally assist the City with developing policies.

(i) Assistance with maintaining up-to-date policies and procedures to insure compliance with federal and state standards and regulations.

(j) Attend events concerning the City's Insurance matters including the Wellness and Benefits Fair, City Council meetings discussing insurance and employee benefits, and any other meeting deemed appropriate by the City.

(k) Provide various claims review reports as requested.

(l) Conduct analysis of insurance programs within other local governments to compare best practices.

(m) Issue Certificates of Insurance (COI) as may be required by the City.

(n) Any additional services agreed upon by the City and Broker.

(o) Provide the City with any additional recommendations that will foster innovative practices and options regarding insurance.

(p) Provide recommendation for RFP for health insurance and other listed benefits. All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Proposer to insure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

ADDITIONAL SERVICES:

Additionally, inclusive to this agreement are the standard Gehring Group Services, provided for each plan year of October 1 – September 30th, pursuant to this agreement, as outlined below:

A. Conduct detailed review, analysis and projection sessions with decision makers at key points throughout the plan year: mid-plan year, fourth quarter, and pre-renewal.

B. Negotiate renewal rates, benefits, and services with group insurance carriers to maximize value for the CITY.

C. Attend and/or conduct group insurance committee meetings with employees and management. Conduct review sessions and renewal negotiations based on experience periods.

D. Provide review/analysis/projections to include:
   a. Projected renewal costs
   b. Enrollment analysis and comparisons
   c. Claims analysis and comparisons
   d. High cost claim summary
   e. Network utilization and cost avoidance reports
   f. Any additional reports determined to be needed and available and that the GEHRING GROUP believes will be beneficial to the CITY

E. Support the CITY administrative staff by resolving important enrollment and billing problems.

F. Serve the CITY's employees by resolving individual benefit delivery issues including special problems with providers and claims.

G. Assist with annual employee open enrollment meeting for the purpose of supporting and improving service to employees and assist the CITY in getting BenTek up and running on the CITY's system.

H. Provide detailed quarterly reports analyzing plan revenues, claims, and administrative expenses and their fees including Gehring Group commissions, in a format that is easy to understand and helpful in decision-making.

I. Be available for questions, explanations, discussions, and respond to requests from Human Resources or City Management within the time frame requested.

J. Provide guidance and assistance with COBRA compliance and administration.

K. Provide administration (or pay for administration services) for COBRA voluntary benefits, leave of Absence voluntary benefits, and Retiree voluntary benefits.

L. Meet with employee insurance advisory committee about strategic planning on an as needed basis.

M. Provide Additional Services
- Program Implementation
- Ongoing Service
- On-site Service
- Employee Surveys
- Employee Benefits Handbook
- In-House Graphics Department – Professional Employee Communications
- Produce Formal Proposals / Make Presentations

EXHIBIT "B"

BenTek®
Benefits Technology by Benefits People

Comprehensive Online Benefits Enrollment & Administration System

BenTek® is an innovative tool that Gehring Group has provided to a large number of our public sector clients to much acclaim. BenTek®, Benefits Technology by Benefits People, is a comprehensive on-line benefits administration system aimed at increasing efficiencies and reducing the burden of the administration of your employee benefits program. BenTek® segregates processes and embodies three online modules:

1. Internet based open enrollment site that allows employees to enroll in their selected benefits online in a paperless format,
2. A 24/7 employee benefits center from which employees can access provider links, policy information, report qualifying events and view their benefit elections, and
3. The benefits administration system which can perform the functions of an employee benefits data management system all year round, allowing for electronic transmission of eligibility data to carriers. BenTek also boasts unique audit capabilities that allow the administrator to easily identify when payroll deductions have not been taken – resulting in not only the savings of reconciliation time, but also ensuring the employee portion of any premiums is also collected.

Imagine your next open enrollment being a virtually paperless process. It is a system that is so simple to use that instructions are not necessary. We have had great success with implementing BenTek for clients with a varied degree of technology sophistication - from the proficient to the inexperienced web user. And with features such as online life insurance beneficiary designation, automatic transmission of eligibility updates to multiple insurance carriers, the ability for the employee to report qualifying events subject to the administrators acceptance, the ability to print a report of changes to employee benefits for bill reconciliation, and an employee benefits center with links and forms that mitigate informational request calls to HR; BenTek® becomes another member of your benefits administration team. BenTek is a customizable solution that has proven itself an invaluable, easy to use resource for a number of public sector entities throughout the state of Florida including cities, school boards, counties, and special taxing districts, who have applauded the responsiveness and professional knowledge exhibited by BenTek's staff.

BenTek® Services

BenTek®, the internet based employee benefits administration solution is comprised of three modules: Client Administration System, Open Enrollment, and Employee Benefits Center.

The **Client Administration System** allows for one point of entry for employee benefits data management and allows the Client to:

- Update personnel benefit plans and election related data
- Generate and process carrier self billing files
- Make prior and partial period (as permitted by carrier) adjustments
- Produce payroll related benefit deduction analyses
- Allow for electronic multiple carrier updates of eligibility from single entry point on bi-weekly or other designated period
- Approve/deny/suspend pended changes requested by plan participants
- Maintain historical record of employee election and plan changes
- Transmit electronic or paper report to payroll department listing current benefit plan payroll deduction changes
- Warehouse final billing files segregated by carrier
- Provide standard reports for historical periods for various administration functions (e.g. Census)
- Provide customized reporting capability

The **Open Enrollment Module** allows internet access for employees to confirm or make changes to their benefits and/or plan selections for the upcoming plan year. Data the participants' access is their own frozen participant enrollment data at a specified snapshot date. This module allows the Client and/or employees to:

- Track plan changes made on a daily basis
- Generate confirmation statements with elections chosen & deduction post changes as entered for new plan year
- Link to applicable benefits booklet plan section
- Link to carrier websites
- Link contact information for employee questions
- Capability to print carrier forms
- Prohibit employees from making changes to comply with carrier mandated signature authorization requirements
- Offer separate passwords/access capabilities for employees, administrators, and authorized third parties

The **Employee Benefits Center** allows internet access to employees giving them the capability to view and modify (as allowed) and request modification of their benefit elections and deductions, and link to benefit plan information. Successful implementation will provide employee access to:

- View current benefit elections, deduction, benefit information, and pending change requests
- Electronically request qualified event elections changes with automatic benefit administrator notification
- Link to/print signature required submission forms for qualified events
- Auto fill claim forms
- Link to carrier sites
- Link to applicable summary plan descriptions or summary of benefits and coverage
- provide link to contact info and e-mail for plan administrator

EXHIBIT "C"

Commissions

GEHRING GROUP will be paid a monthly commission equal to the following percentage for insurance programs secured by GEHRING GROUP. Such commissions may be paid through the insurance providers.

Line of Coverage	Commission Rate
Health Insurance (Fully Insured)	2%
Dental Insurance	5%
Vision Insurance	10%
Flexible Spending Account	n/a
Life and AD&D	10%
Disability Insurance	10%
Employee Assistance Program	n/a

Please note that the above fees include all services outlined in Exhibit A: Scope of Services to be provided by Gehring Group:

- All travel costs
- BenTek® – Online Enrollment and Administration System
- Development, production and printing of annual employee benefit booklet (all copies)
- Access to Gehring Group Client Portal
- Access to *HR Answers Now* online H.R. research tool

FIRST MODIFICATION OF AGREEMENT

THIS FIRST MODIFICATION OF AGREEMENT ("First Modification") is made this 25th day of April, 2017, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and The Gehring Group, Inc., with its principal place of business located at 11505 Fairchild Gardens Avenue, Suite 202, Palm Beach Gardens, FL 33410, hereinafter referred to as "GEHRING GROUP".

RECITALS:

Whereas, the City and Gehring Group entered into that certain Agreement to Provide Agent of Record Services Relating to Employee Benefits, dated June 12, 2012 ("Original Agreement"); and

Whereas, the parties desire to extend the term of the Original Agreement in accordance with this First Modification of Agreement.

1.0 Section Five of the Original Agreement is hereby modified to extend the term of the agreement until June 11, 2018, and said term may be renewed thereafter for one (1) additional one year term at the option of the CITY. The CITY's City Manager may exercise this renewal option by providing the GEHRING GROUP with at least 120 days written notice in advance of the anniversary of the Commencement Date

2.0 All other terms and conditions of the Original Agreement not modified by this First Modification shall remain in full force and effect.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY OF COCOA, FLORIDA

ATTEST:

BY: _____
HENRY U. PARRISH III
MAYOR

BY: _____
CARIE SHEALY, CMC
CITY CLERK

(CITY SEAL)

GEHRING GROUP

BY: _____
KURT GEHRING, PRESIDENT

SECOND MODIFICATION OF AGREEMENT

THIS SECOND MODIFICATION OF AGREEMENT ("First Modification") is made this _____ day of _____, 2019, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and The Gehring Group, Inc., with its principal place of business located at 4200 Northcorp Parkway, Suite 185, Palm Beach Gardens, Florida 33410, hereinafter referred to as "GEHRING GROUP".

RECITALS:

Whereas, the City and Gehring Group entered into that certain Agreement to Provide Agent of Record Services Relating to Employee Benefits, dated June 12, 2012, as amended by the First Modification, dated April 25, 2017 ("Original Agreement"); and

Whereas, the parties desire to extend the term of the Original Agreement in accordance with this Second Modification of Agreement.

1.0 Section Five of the Original Agreement is hereby modified to extend the term of the agreement until February 28, 2020.

2.0 All other terms and conditions of the Original Agreement not modified by this First Modification shall remain in full force and effect.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY OF COCOA, FLORIDA

ATTEST:

BY:_____
JAKE WILLIAMS, Jr.
MAYOR

BY: _____
CARIE SHEALY, CMC
CITY CLERK

(CITY SEAL)

GEHRING GROUP

BY: _____
KURT GEHRING, President

Legislation Details (With Text)

File #:	19-210	**Version:**	1	**Name:**	April, 2019 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/1/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 04/30/2019. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.18 thru 04.30.19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	May 1, 2019
Agenda Date:	May 22, 2019
Prepared By:	Sonja Hamilton, Purchasing/Contracts Manager
Through:	Rebecca Bowman, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 04/30/2019**.**

BACKGROUND:

The following reports for the period October 01, 2018 through April 30, 2019 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

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None. Information only.

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Purchase Order Approvals 10-01-18 thru 04-30-19

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 37

City Manager = 20

City of Cocoa CRA Board = 0

City Council = 17

Purchase Order Approvals 10-01-18 thru 04-30-19
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
73571	10/23/2018	Verizon Wireless	$ 48,360.00	10/22/2018	Matthew J. Fuhrer (Acting)
73649	10/26/2018	Garganese, Weiss, D'Agresta	$ 35,000.00	10/26/2018	John A. Titkanich, Jr. AICP
73653	10/26/2018	G4S Secure Solutions	$ 49,567.00	10/26/2018	John A. Titkanich, Jr. AICP
73655	10/26/2018	Trane Orlando	$ 45,650.00	10/26/2018	John A. Titkanich, Jr. AICP
73731	11/5/2018	Ring Power	$ 42,589.00	10/30/2018	John A. Titkanich, Jr. AICP
73786	11/14/2018	Insource Software	$ 38,939.70	11/9/2018	John A. Titkanich, Jr. AICP
73826	11/20/2018	Champion Solutions	$ 44,674.22	11/19/2018	John A. Titkanich, Jr. AICP
73848	11/27/2018	Carollo Engineers Inc.	$ 45,370.99	11/21/2018	John A. Titkanich, Jr. AICP
73906	12/4/2018	Pro Co Inc.	$ 35,280.00	12/4/2018	John A. Titkanich, Jr. AICP
73926	12/7/2018	S&L Materials	$ 35,000.00	12/6/2018	John A. Titkanich, Jr. AICP
73977	12/12/2018	Robinson Equipment	$ 37,423.13	12/11/2018	John A. Titkanich, Jr. AICP
74015	12/26/2018	Ferguson Enterprises Inc.	$ 42,800.00	12/21/2018	John A. Titkanich, Jr. AICP
74097	1/14/2019	Bussen Mayer Engineering Group	$ 37,515.00	1/14/2019	John A. Titkanich, Jr. AICP
74152	1/25/2019	CH2M Hill Engineers Inc.	$ 39,606.00	1/24/2019	John A. Titkanich, Jr. AICP
74153	1/25/2019	CDM Smith Inc.	$ 42,680.00	1/24/2019	John A. Titkanich, Jr. AICP
74186	2/1/2019	CDM Smith Inc.	$ 40,960.00	1/31/2019	John A. Titkanich, Jr. AICP
74249	2/13/2019	Carollo Engineers Inc.	$ 38,540.00	2/13/2019	John A. Titkanich, Jr. AICP
74412	3/19/2019	Tyler Technologies	$ 43,256.00	3/19/2019	John A. Titkanich, Jr. AICP
74413	3/19/2019	CH2M Hill Engineers Inc.	$ 40,611.00	3/19/2019	John A. Titkanich, Jr. AICP
74421	3/21/2019	DMD Consultants	$ 49,984.00	3/21/2019	John A. Titkanich, Jr. AICP

20 Purchase Order Approved by City Manager

Purchase Order Approvals 10-01-18 thru 04-30-19
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 5/1/2019

Purchase Order Approvals 10-01-18 thru 04-30-19
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
73370	10/8/2018	Flowers Chemical Laboratories	$ 41,754.00	9/25/2018	City Council
73401	10/9/2018	Moore Stephens Lovelace	$ 40,000.00	7/10/2018	City Council
73413	10/10/2018	Moore Stephens Lovelace	$ 40,000.00	7/10/2018	City Council
73448	10/15/2018	Industrial Chemicals	$ 35,200.00	9/25/2018	City Council
73501	10/18/2018	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
73524	10/18/2018	Lisa Cullen Tax Collector	$ 39,600.00	4/28/2018	City Council
73590	10/23/2018	Water Resource Assoc.	$ 49,520.00	11/14/2017	City Council
73648	10/26/2018	Axon Enterprises	$ 49,902.00	10/24/2017	City Council
73711	11/5/2018	Empire Computing	$ 47,876.80	10/10/2018	City Council
73714	11/5/2018	Florida Power & Light	$ 35,270.00	10/10/2018	City Council
73723	11/5/2018	Sunstate Meter and Supply	$ 35,836.00	10/28/2014	City Council
73728	11/5/2018	FL Dept of Corrections	$ 43,122.75	12/2/2017	City Council
73759	11/7/2018	Sunstate Meter and Supply	$ 43,350.00	10/28/2014	City Council
73903	12/4/2018	Integrity Public Finance	$ 37,500.00	11/28/2019	City Council
73969	12/12/2018	Alan Jay Chevrolet	$ 39,291.25	11/28/2018	City Council
74017	12/26/2018	Space Coast Auto Supply	$ 37,200.00	7/24/2018	City Council
74037	12/26/2018	JSR Enterprises	$ 47,334.00	7/24/2018	City Council

17 **Purchase Order Approved by City Council**

Prepared by Purchasing 5/1/2019

Legislation Details (With Text)

File #:	19-219	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/7/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	April 2019 Project Contingency Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 7, 2019
Agenda Date: May 22, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of April 30, 2019. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency | as of: 4/30/2019

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY19 Cum.	FY2019 Expenditures	FY2018 Expenditures
WS11VR	12" Tapping Valve									
Op. Rev.		221,106.50	2/27/2019	2019-012						
Project Manager:		20,100.00	contingency authorized							
account #	421-4025-536.46-00	201,006.50	exp authorized before contingency				Cumulative	FY19 cum		
	Atlantic Development		*FY 19 PO ISSUE*	FY2019	38149	201,006.50	201,006.50			
	Contractor PO# 74414									
		20,100	**^contingency balance-->**							
CP1504	Dr. Joe Lee Smith Center									
Op. Rev.		3,445,839.00	1/9/2019	2019-004						
Project Manager:		150,000.00	contingency authorized							
account #	301-3580-519.62-00	3,295,839.00	exp authorized before contingency				Cumulative	FY19 cum		
	W & J Construction		*FY 19 PO ISSUE*	FY2019	37879	170,144.00	170,144.00		$ 113,374.98	
	Contractor PO# 74150									
		150,000	**^contingency balance-->**							
WS18DP	Reactor Clarifier									
Op. Rev.		286,874.50	12/12/2018	2018-116						
Project Manager:		26,079.50	contingency authorized							
account #	426-4055-536.63-00	260,795.00	exp authorized before contingency				Cumulative	FY19 cum		
	E & D Contracting Services Inc.		*FY 19 PO ISSUE*	FY2019	37754	260,795.00	260,795.00			
	Contractor PO# 74040									
*Bond										
		111,913	**^contingency balance-->**							
WS1431	North Tropical Trail Looping Improvements									
Op. Rev.		1,231,048.17	12/12/2018	2018-114						
Project Manager:		111,913.47	contingency authorized							
account #	426-4055-536.63-00	1,119,134.70	exp authorized before contingency				Cumulative	FY19 cum		
	Atlantic Development of Cocoa		*FY 19 PO ISSUE*	FY2019	37710	1,119,134.70	1,119,134.70		$ 354,555.09	
	Contractor PO# 074042		CO#1		37978	16,542.60				
*Bond										
		95,371	**^contingency balance-->**							
	Lift Station 29 Gravity Main									
Op. Rev.		178,739.00	9/25/2018	2018-084						
Project Manager:		16,249.00	contingency authorized							
account #	421-4025-536.46-00	162,490.00	exp authorized before contingency				Cumulative	FY19 cum		
	Danus Utilities		*FY 19 PO ISSUE*	FY2019			-		$ -	
	Contractor PO#									
		20,100	**^contingency balance-->**							
WS11VR	Valve Improvements									
Op. Rev.		574,914.93	10/24/2017	2018-014						
Project Manager:		52,265.00	contingency authorized							
account #	421-4025-536.46-00	522,649.93	exp authorized before contingency				Cumulative	FY19 cum		
	JoBear		*FY 18 PO ISSUE*	FY2018	35607	522,649.93	448,510.00	(74,139.93)	$ 426,084.59	
	Contractor PO#72425		CO#1		38043	(74,139.93)				
		52,265	**^contingency balance-->**							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY19 Cum.	FY2019 Expenditures	FY2018 Expenditures
WS1001	Industrial Park Pump Station									
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138						
Project Manager:		444,500.00	10% contingency authorized			63-00				
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY19 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00			
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41			
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91			
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53			
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91	v		
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98	v		
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09	v		
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09			
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47			
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12			
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12			
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32			
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98			
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83			
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17			$ 14,779.95
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97			$ 386,032.50
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58			
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97			$ 1,300.00
							4,667,012.97			
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67			
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28			
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58			$ -
			PO#71880 Mead & Hunt (reisue PO#70943)		34893	9,984.39	4,667,012.97			$ 5,125.77
										$ 1,000.00
			PO#73686	FY2019		1,000.00				
		209,868	^contingency balance-->							
WS1222	BNR Process Improvements									
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083						
account #421 4120 536 63-00 + 64-00		603,099.13	contingency authorized							
		2,753,375.93	constr' exp authorized before contingency							
				2018-083						
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037						
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order							
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00 64-00	Cumulative	FY19 cum	FY19	FY18
	Brandes Design-Build, Inc. FY2013 PO# 62086									
	Bid No. B-13-11-COC									
	Brandes Design-Build, Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00 1,528,450.00	2,779,000.00	$ 98,983.65		
			FY13 Year-End PO Liquidation			(1,200,550.00) (1,528,450.00)		$ 98,983.65		
	Brandes Design-Build, Inc. FY2015 PO# 64940		FY14 PO Reissue	FY2014	23304	1,200,550.00 1,528,450.00	2,779,000.00			
			CO #1 Modification to drain lines in BNR tanks		24840	22,776.29	2,801,776.29			
	Brandes Design-Build, Inc. FY2016 PO# 67346		FY14 Year-End PO Liquidation			(728,344.56)	2,073,431.73			
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY15 PO Reissue	FY2015	26276	728,344.56	2,801,776.29			
	JoBear Contracting FY2016 PO# 68561		CO #2 Exploratory excavation		26423	11,040.00	2,812,816.29			
					26917	10,200.00	2,823,016.29			
	Brandes FY2017 PO# 69615 / FY2018 PO#71959		CO #3 Cable Tray		27079	5,978.14	2,828,994.43			
			CO #4 to Remove Sludge		27209	10,000.00	2,838,994.43			
	CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534		*FY15 Year End PO Liquidation*			(79,836.05)	2,759,158.38			
			FY16 PO Issue	FY2016	29212	79,836.05	2,838,994.43			
					29249	32,800.00	2,871,794.43			
			CO#1		29329	(5,000.00)	2,866,794.43			
			CO#2		29212	4,151.50	2,870,945.93			
			CO#3		29905	5,327.32	2,876,273.25			
			CO#4		30046	(5,327.32)	2,870,945.93			
			Jobear P.O. 68561		30751	100,378.50	2,971,324.43			
			FY16 Liquidated		30751	(83,785.50)	2,887,538.93			
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16	2,892,624.09			$ 5,085.16
			FY16 Year End PO Liquidation			(34,482.06)	2,858,142.03			
			FY17PO#69615 Brandes	FY2017	31932	33,812.06	2,891,954.09	-		$ -
			PO# 69522 CDM Smith		31954	670.00	2,892,624.09	84,072.06		$ 13,906.75
			PO# 69522 CDM Smith		32776	13,250.00	2,905,874.09	84,072.06		$ 58,955.00
						(33,812.06)	2,872,062.03	84,072.06		$ 169,885.00
						(13.25)	2,872,048.78			$ 1,458,803.25
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25	2,872,062.03			
			CO#1 PO#69522 CDM Smith		34650	36,340.00	2,908,402.03	1		$ 76,622.86
			CO#2 CDM SMITH			86,975.40				
			PO#71959: Reissue PO#69615 Brandes Design-Build		33988	33,812.06	2,942,214.09			
			CO#1		36547	11,430.00	2,953,644.09	11,430.00		
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00	76,000.00			$ -
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete				
		341,480	^contingency balance--> for Brandes Design-Build							
		10,000	^contingency balance--> for Maxwell Contracting							

Legislation Details (With Text)

File #:	19-220	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/7/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	FY 2019 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	April FY 2019 EXPENSE Budget Tracking Worksheet.pdf April FY 2019 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 7, 2019
Agenda Date: May 22, 2019
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2019 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2019 thru April 30, 2019.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 4/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
01/10/19	001-1000-511.52-00	(100)	BA #44 - BUSINESS CARDS FOR NEW COUNCIL MEMBERS		1285
	001-1000-511.47-00	100			
04/30/19	001-1000-511.48-00	(203)	BA #72 - MARCH CLEANUP FLOWER PURCHASE		2823
	001-1000-511.49-00	203			
2	Budget Amendments/Transfers		Division 1000 Total	$0	
1100 - CITY MANAGER'S OFFICE					
11/28/18	001-1100-512.49-00	3,231	BA #21 - WEBSITE ADA COMPLIANCE		655
1	Budget Amendments/Transfers		Division 1100 Total	$3,231	
1103 - INFORMATION TECHNOLOGY					
01/09/19	001-1103-516.68-10	(8,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-1103-516.68-10	(7,059)			
	001-1103-516.64-15	(6,000)			
	001-1103-516.52-00	21,059			
04/01/19	001-1103-516.52-00	(135)	BA #68 - PROPERTY TAX ON LEASED RICOH COPIERS		2361
	001-1103-516.49-00	135			
2	Budget Amendments/Transfers		Division 1103 Total	$0	
1190 - LEISURE SERVICES					
04/10/19	001-1190-574.23-00	6,940	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
1	Budget Amendments/Transfers		Division 1190 Total	$6,940	
1500 - FINANCE GENERAL ACCOUNTNG					
01/09/19	001-1500-513.64-00	(3,500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-1500-513.52-00	3,500			
04/10/19	001-1500-513.12-00	(4,495)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-1500-513.12-12	187			
	001-1500-513.27-00	593			
	001-1500-513.22-00	3,715			
04/30/19	001-1500-513.52-00	(465)	BA #72 - MARCH CLEANUP BUDGET DOCUMENT COVERS / TABS		2823
	001-1500-513.47-00	465			
3	Budget Amendments/Transfers		Division 1500 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
01/09/19	001-1510-536.34-00	32,256	BA #34 - UNANTICIPATED INCREASE IN PHONE COSTS		1324
04/10/19	001-1510-536.27-00	1,328	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-1510-536.21-00	1,799			
	001-1510-536.22-00	3,037			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
	001-1510-536.13-00	22,969			
2	Budget Amendments/Transfers		Division 1510 Total	$61,389	
1600 - GENERAL OPERATIONS					
11/14/18	001-1600-513.39-00	(6,000)	BA #14 - MILESTONE PROFFESIONAL SERVICES - DEBT COMP, FIN REP		647
	001-1600-513.31-00	6,000			
11/28/18	001-1600-513.39-00	(10,000)	BA #21 - INTEGRITY FINANCE LLC - TAX EXEMPT CALCULATIONS		942
	001-1600-513.31-00	10,000			
01/09/19	001-1600-513.39-00	(32,256)	BA #34 - UNANTICIPATED INCREASE IN PHONE COSTS		1324
03/13/19	001-1600-513.39-00	(8,213)	BA# 62 - PART-TIME RECORD SECRETARY FOR FY2019		2191
	001-1600-513.49-00	130,000	BA# 63 - FMIT DEDUCTIBLE PAYMENT FOR FY19		2189
	001-1600-513.39-00	(70,000)	BA# 65 - 3RD PARTY PROFFESIONAL PLANNING SERVICES		2192
	001-1600-513.83-01	50,000	BA# 70 - LEASE OF CITY PROPERTY / FLORIDA HISTORY MUSEUM		2193
04/10/19	001-1600-513.39-00	(88,112)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-1600-513.39-00	(29,133)			
	001-1600-513.39-00	(20,144)			
	001-1600-513.39-00	(6,940)			
04/24/19	001-1600-513.39-00	(109,000)	BA #79 - NON RETAINER FEE PAID TO CITY ATTORNEY		2879
	001-1600-513.31-01	109,000			
04/30/19	001-1600-513.52-00	(2)	BA #72 - MARCH CLEANUP INCREMENTAL CRA TAXES		2823
	001-1600-513.81-00	2			
	001-1600-513.31-00	(400)	BA #72 - MARCH CLEANUP LEADERSHIP RETREAT RENTAL		2823
	001-1600-513.44-00	400			
11	Budget Amendments/Transfers		Division 1600 Total	($74,798)	
1601 - EMERGENCY/DISASTER SVS					
11/28/18	001-1601-525.63-00	35,074	BA #21 - HURRICANE IRMA DAMAGES		655
01/09/19	001-1601-525.41-00	2,400	BA #34 - FIRE STATION REPEATER		1322
2	Budget Amendments/Transfers		Division 1601 Total	$37,474	
1801 - HUMAN RESOURCES					
01/29/19	001-1801-513.23-00	(1,250)	BA #47 - CONTRACT WORK SAFETY RISK MANAGER		1518
	001-1801-513.34-00	1,250			
04/01/19	001-1801-513.23-00	(432)	BA #68 - COVER VERIZON BILLS FOR HR REMAINDER FY		2361
	001-1801-513.41-00	432			
04/10/19	001-1801-513.12-00	(1,558)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-1801-513.12-12	1,558			
3	Budget Amendments/Transfers		Division 1801 Total	$0	
1805 - CITY CLERK					
03/13/19	001-1805-513.24-00	13	BA# 62 - PART-TIME RECORD SECRETARY FOR FY2019		2191
	001-1805-513.21-00	542			
	001-1805-513.22-00	585			
	001-1805-513.12-00	7,073			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/10/19	001-1805-513.22-00	825	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-1805-513.21-00	852			
	001-1805-513.23-00	7,778			
	001-1805-513.12-00	10,689			
2	Budget Amendments/Transfers		Division 1805 Total	$28,357	
2100 - POLICE ADMIN/OPERATIONS					
10/25/18	001-2100-521.52-00	(742)	BA #9 - PD SYMPHONY CONSOLE, NOTARY RENEWAL, & INTOXILYZER REPLENISH		267
	001-2100-521.46-00	742			
11/14/18	001-2100-521.64-15	(50,400)	BA #11 - PD LAPTOP REPLACEMENT PROGRAM (NO LONGER CAPITAL)		645
	001-2100-521.52-00	50,400			
01/09/19	001-2100-521.64-01	(24,879)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-2100-521.64-00	(8,075)			
	001-2100-521.64-00	(3,846)			
	001-2100-521.52-00	3,846			
	001-2100-521.52-00	8,075			
	001-2100-521.52-11	24,879			
04/01/19	001-2100-521.44-00	(6,144)	BA #68 - CORRECT ACCOUNT FOR TASER CARTRIDGE LEASE		2361
	001-2100-521.52-00	6,144			
04/10/19	001-2100-521.12-00	(25,163)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-2100-521.12-06	1,660			
	001-2100-521.15-00	2,060			
	001-2100-521.12-12	21,443			
5	Budget Amendments/Transfers		Division 2100 Total	$0	
2101 - POLICE COMMUNICATIONS					
10/25/18	001-2101-521.34-00	(2,772)	BA #9 - PD SYMPHONY CONSOLE, NOTARY RENEWAL, & INTOXILYZER REPLENISH		267
	001-2101-521.46-00	2,772			
04/10/19	001-2101-521.12-00	(7,607)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-2101-521.12-12	7,607			
2	Budget Amendments/Transfers		Division 2101 Total	$0	
2132 - CODE ENFORCEMENT					
10/25/18	001-2132-524.52-00	(85)	BA #9 - PD SYMPHONY CONSOLE, NOTARY RENEWAL, & INTOXILYZER REPLENISH		267
	001-2132-524.54-00	85			
04/10/19	001-2132-524.12-00	(1,307)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-2132-524.27-00	1,307			
04/30/19	001-2132-524.52-00	(50)	BA #72 - MARCH CLEANUP CODE ENFORCEMENT MEMBERSHIP		2823
	001-2132-524.54-00	50			
3	Budget Amendments/Transfers		Division 2132 Total	$0	
2200 - FIRE ADMINISTRATION					
04/01/19	001-2200-522.42-00	500	BA #68 - ADD POSTAGE FOR FIRE INSPECTOR		2361
04/10/19	001-2200-522.12-00	(1,167)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-2200-522.13-00	1,167			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
04/24/19	001-2200-522.56-16	36,650	BA #80 - FIRE DEPARTMENT STATE EMS GRANT AWARD	2878
3	Budget Amendments/Transfers		Division 2200 Total $37,150	
2201 - FIRE OPERATIONS				
11/28/18	001-2201-522.64-00	90,520	BA #21 - FIRE TRUCK REFURBISHMENT	655
01/17/19	001-2201-522.64-00	(8,717)	BA #45 - PURCHASE SCBA GEAR - NO LONGER CAPITAL	1384
	001-2201-522.52-00	8,717		
04/01/19	001-2201-522.42-00	(500)	BA #68 - ADD POSTAGE FOR FIRE INSPECTOR	2361
04/10/19	001-2201-522.12-00	(53,720)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	001-2201-522.21-00	11,507		
	001-2201-522.13-00	42,213		
	001-2201-522.12-12	88,112		
04/30/19	001-2201-522.52-05	(1,700)	BA #72 - MARCH CLEANUP COVER UTILITY BILLS / FPL	2823
	001-2201-522.43-00	1,700		
	001-2201-522.52-05	(3,963)	BA #72 - MARCH CLEANUP PAY FPL AND FL CITY GAS	2823
	001-2201-522.47-00	(172)		
	001-2201-522.52-10	365		
	001-2201-522.43-00	3,770		
6	Budget Amendments/Transfers		Division 2201 Total $178,132	
3200 - ADMINISTRATION				
11/28/18	001-3200-515.34-02	77,200	BA #19 - FDEP GRANT WAS AWARDED - ACCEPT GRANT	940
	001-3200-515.31-00	4,888	BA #21 - PARKING STUDY OF COCOA VILLAGE	655
01/09/19	001-3200-515.64-15	(2,500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	001-3200-515.64-15	(1,800)		
	001-3200-515.52-00	4,300		
01/14/19	001-3200-515.12-00	(25,000)	BA #40 - PAY FOR INSPECTION SERVICES DUE TO LACK OF STAFF	1321
	001-3200-515.34-00	25,000		
03/13/19	001-3200-515.52-00	(30,250)	BA #64 - SOFTWARE LICENSE FOR EAR BASED AMENDMENTS	2134
	001-3200-515.31-00	30,250		
	001-3200-515.31-00	25,000	BA# 65 - 3RD PARTY PROFFESIONAL PLANNING SERVICES	2192
	001-3200-515.34-00	45,000		
04/01/19	001-3200-515.49-00	3,000	BA #68 - PAY FOR LEGAL ADS AND RECORDING	2361
04/10/19	001-3200-515.12-00	(11,687)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	001-3200-515.13-00	1,548		
	001-3200-515.12-12	10,139		
8	Budget Amendments/Transfers		Division 3200 Total $155,088	
3205 - ECONOMIC DEVELOPMENT				
11/28/18	001-3205-559.31-00	7,112	BA #21 - CONSULTING FOR HUD LOAN	655
01/23/19	001-3205-559.34-03	20,000	BA #50 - FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY GRANT	1520
03/13/19	001-3205-559.47-00	(40)	BA #46 - STAGE RENTAL FOR ANNUAL ECONOMIC DEVELOPMENT BREAKFAST	2134
	001-3205-559.44-00	40		
	001-3205-559.48-00	(2,500)	BA #52 - SPONSOR HABITAT FOR HUMANITY WOMEN'S VETERAN HOUSING	2134

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
	001-3205-559.46-00	(2,000)			
	001-3205-559.47-00	(1,500)			
	001-3205-559.82-01	6,000			
	001-3205-559.12-00	(4,350)	BA #53 - COVER TAX BILL FOR GROVE AVENUE - CITY OWNS		2134
	001-3205-559.49-00	4,350			
04/01/19	001-3205-559.12-00	(3,000)	BA #68 - PAY FOR LEGAL ADS AND RECORDING		2361
04/10/19	001-3205-559.12-00	(6,656)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3205-559.12-12	6,656			
7	Budget Amendments/Transfers		Division 3205 Total	$24,112	
3500 - ADMINISTRATION					
04/10/19	001-3500-519.14-00	4	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3500-519.21-00	42			
	001-3500-519.27-00	1,880			
1	Budget Amendments/Transfers		Division 3500 Total	$1,926	
3510 - STREET MANAGEMENT					
10/10/18	001-3510-541.63-00	(339,797)	BAF#3 - GOODSON PAVING AGREEMENTS FOR FY19		135
	001-3510-541.46-00	339,797			
	001-3510-541.63-00	(60,203)	BAF#4 - GOODSON PAVING COCOA VILLAGE SIDEWALKS		136
	001-3510-541.63-00	(25,117)			
	001-3510-541.46-00	25,117			
	001-3510-541.46-00	60,203			
11/28/18	001-3510-541.63-00	15,153	BA #21 - FISKE BLVD COMPLETE STREET		655
	001-3510-541.46-00	44,988	BA #21 - US1 CORRIDOR LIGHTING		655
03/13/19	001-3510-541.46-00	(5,000)	BA #51 - ADDITIONAL FUNDS DESIGN SERVICES SR520		2134
	001-3510-541.31-00	5,000			
04/10/19	001-3510-541.23-00	(14,029)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3510-541.12-00	(135)			
	001-3510-541.20-00	135			
04/30/19	001-3510-541.52-00	(300)	BA #72 - MARCH CLEANUP COST OF LINE LOCATES		2823
	001-3510-541.34-00	300			
7	Budget Amendments/Transfers		Division 3510 Total	$46,112	
3520 - PARKS & BEAUTIFICATION					
12/14/18	001-3520-572.34-00	(14,000)	BA #29 - OVERTIME FOR MOWER & PRESSURE WASHER RENTAL		944
	001-3520-572.44-00	6,000			
	001-3520-572.14-00	8,000			
	001-3520-572.34-00	(33,456)	BA #30 - MOWING AND MAINTENANCE OF US1 & SR520		944
	001-3520-572.34-09	33,456			
04/10/19	001-3520-572.12-00	(4,614)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3520-572.12-00	(585)			
	001-3520-572.20-00	90			
	001-3520-572.12-12	495			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3	Budget Amendments/Transfers		Division 3520 Total	($4,614)	
3540 - PUBLIC WORKS- FLEET MAINT					
11/28/18	001-3540-519.34-00	8,000	BA #21 - NAPA PARTS CONTRACT		655
04/10/19	001-3540-519.12-00	(1,926)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3540-519.12-00	(50)			
	001-3540-519.20-00	50			
04/30/19	001-3540-519.55-00	(280)	BA #72 - MARCH CLEANUP COVER REPAIR COSTS FY19		2823
	001-3540-519.46-03	280			
3	Budget Amendments/Transfers		Division 3540 Total	$6,074	
3560 - FACILITY MANAGEMENT					
11/28/18	001-3560-519.46-02	6,529	BA #21 - HEART OF COCOA MEETING ROOM		655
01/09/19	001-3560-519.46-02	2,800	BA #34 - COMPLETION OF MEETING ROOM		1322
	001-3560-519.64-00	(4,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-3560-519.64-00	(3,000)			
	001-3560-519.64-00	(2,500)			
	001-3560-519.64-00	(1,500)			
	001-3560-519.52-00	11,000			
	001-3560-519.34-00	(12,000)	BA #34 - UNBUDGETED A/C REPAIR COSTS FOR FY19		1324
	001-3560-519.46-02	12,000			
01/23/19	001-3560-519.52-00	21,470	BA #43 - PURCHASE OF TWO CITY WELCOME SIGNS		1519
03/13/19	001-3560-519.46-02	(5,000)	BA #57 - G4S RISK SERVICES SECURITY SCAN OF COUNCIL		2134
	001-3560-519.31-00	5,000			
04/10/19	001-3560-519.12-00	(440)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3560-519.20-00	440			
7	Budget Amendments/Transfers		Division 3560 Total	$30,799	
3580 - CAPITAL PROJECTS MNGMT					
11/28/18	001-3580-519.63-00	59,390	BA #21 - HURRICANE IRMA DAMAGES		655
	001-3580-519.63-00	303,900			
01/09/19	001-3580-519.64-00	(28,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-3580-519.52-00	28,000			
04/10/19	001-3580-519.22-00	352	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3580-519.12-00	4,262			
	001-3580-519.23-00	14,029			
3	Budget Amendments/Transfers		Division 3580 Total	$381,933	
87	Total Budget Amendments/Transfers		**GENERAL FUND**	**$919,305**	
3240 - HOUSING GRANTS					
11/28/18	103-3240-554.83-00	350	BA #21 - INSPECTION SERVICES		655
	103-3240-554.83-00	225	BA #21 - REHAB INSPECTION SERVICES		655
01/10/19	103-3240-554.83-00	(17,833)	BA #39 - PURCHASE 2019 FORD FUSION FOR COMMUNITY SERVICES DIRECTOR		1285
	103-3240-554.64-00	17,833			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/10/19	103-3240-554.12-00	(1,363)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	103-3240-554.12-12	124			
	103-3240-554.13-00	1,239			
4	Budget Amendments/Transfers		Division 3240 Total	$575	
	4 Total Budget Amendments/Transfers		**CDBG**	**$575**	
3240 - HOUSING GRANTS					
12/12/18	104-3240-554.83-00	(95,355)	BA #31 - REDUCE HOME AMOUNT TO MATCH DISBURSEMENT AGREEMNT		1031
04/10/19	104-3240-554.12-00	(341)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	104-3240-554.12-12	31			
	104-3240-554.13-00	310			
2	Budget Amendments/Transfers		Division 3240 Total	($95,355)	
	2 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**($95,355)**	
3240 - HOUSING GRANTS					
11/28/18	105-3240-554.83-00	450	BA #21 - 425 BERNARD APPRAISAL		655
	105-3240-554.34-00	1,780	BA #21 - HOUSING COUNSELING		655
2	Budget Amendments/Transfers		Division 3240 Total	$2,230	
	2 Total Budget Amendments/Transfers		**SHIP / COCOA HOUSING TRUST**	**$2,230**	
3230 - CRA ADMIN/OPERATIONS					
11/28/18	110-3230-559.31-00	6,075	BA #21 - CONSULTANT SERVICES		655
	110-3230-559.63-00	2,000	BA #21 - LEE WENNER PARK		655
	110-3230-559.83-00	7,000	BA #21 - OLEANDER STREET FACADE GRANT		655
12/20/18	110-3230-559.52-00	(200)	BA #15 - FUNDS NOT BUDGETED FOR CHARLENE NEUTERMAN CELL PHONE		1033
	110-3230-559.41-00	200			
	110-3230-559.63-00	(95,000)	BA #33 - MOVE FUNDS TO NEW PROJECT NUMBER FOR TDOCK		1032
	110-3230-559.63-00	95,000			
01/09/19	110-3230-559.39-00	(2,000)	BA #34 - LABOR FOR CAMERA NOT IN ORIGINAL QUOTE		1324
	110-3230-559.64-15	2,000			
02/21/19	110-3230-559.34-00	(10,000)	BA #58 - SECURITY LIGHTS AT LEE WENNER PARK & LEGAL FEES		1844
	110-3230-559.40-00	(2,478)			
	110-3230-559.55-00	(1,051)			
	110-3230-559.31-01	3,529			
	110-3230-559.63-00	10,000			
	110-3230-559.39-00	(140,000)	BA #59 - MOVE CONTINGENCY FOR CRA ASSESSMENTS		1844
	110-3230-559.31-00	140,000			
8	Budget Amendments/Transfers		Division 3230 Total	$15,075	
	8 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$15,075**	
3230 - CRA ADMIN/OPERATIONS					
11/19/18	111-3230-559.63-00	(60,000)	BA #6 - WOMEN'S VETERAN HOUSING - MOVE FUNDS		567
	111-3230-559.34-00	60,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/03/18	111-3230-559.52-00	(300)	BA #16 - CELL PHONE FOR CHARLENE NEUTERMAN		724
	111-3230-559.41-00	300			
12/31/18	111-3230-559.64-00	(3,051)	BA #24 - MOVE FUNDS DUE TO CAPITAL THRESHOLD INCREASE		1129
	111-3230-559.42-00	295			
	111-3230-559.52-00	2,756			
02/21/19	111-3230-559.55-00	(800)	BA #56 - HABITAT FOR HUMANITY APPRAISAL & CLOSING COST		1844
	111-3230-559.40-00	(280)			
	111-3230-559.31-00	1,080			
4	Budget Amendments/Transfers		Division 3230 Total	$0	
	4 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$0**	
2100 - POLICE ADMIN/OPERATIONS					
10/10/18	141-2100-521.52-00	5,000	BAF#2 - GIFT CARDS FOR PD GUNS BUY BACK PROGRAM		133
11/14/18	141-2100-521.52-00	7,488	BA #12 - REPLACE EQUIPMENT IN INTERVIEW ROOMS		646
2	Budget Amendments/Transfers		Division 2100 Total	$12,488	
	2 Total Budget Amendments/Transfers		**POLICE CONFISCATED FUND**	**$12,488**	
3580 - CAPITAL PROJECTS MNGMT					
01/09/19	301-3580-519.62-00	(2,800)	BA #34 - REPLENISH DEPARTMENT BUDGET		1324
	301-3580-581.91-01	2,800			
01/30/19	301-3580-519.62-00	(17,360)	BA #42 - MOVE FUNDS TO COVER ARCHITECT SVCS		1543
	301-3580-519.31-00	17,360			
04/30/19	301-3580-519.62-00	(7,000)	BA #72 - MARCH CLEANUP CIVIL ENGINEERING SERVICE		2823
	301-3580-519.31-00	7,000			
3	Budget Amendments/Transfers		Division 3580 Total	$0	
	3 Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$0**	
3580 - CAPITAL PROJECTS MNGMT					
04/29/19	302-3580-519.63-00	(1,719,250)	BA #72 - MARCH CLEANUP BUDGET IN WRONG ACCOUNT		2807
	302-3580-572.63-04	1,719,250			
1	Budget Amendments/Transfers		Division 3580 Total	$0	
	1 Total Budget Amendments/Transfers		**RIVERFRONT / LEE WENNER PARK**	**$0**	
3580 - CAPITAL PROJECTS MNGMT					
04/29/19	303-3580-519.63-00	(1,500,000)	BA #72 - MARCH CLEANUP BUDGET IN WRONG ACCOUNT		2807
	303-3580-541.63-00	1,500,000			
1	Budget Amendments/Transfers		Division 3580 Total	$0	
	1 Total Budget Amendments/Transfers		**FISKE BLVD COMPLETE STREETSCAPE**	**$0**	
1515 - UTILITY SUPPORT SERVICES					
01/09/19	421-1515-536.46-00	700	BA #34 - TIMECLOCK AND WINDOW TINTS		1322
	421-1515-536.46-00	2,900			
	421-1515-536.64-15	(4,483)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	421-1515-536.64-15	(2,799)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
	421-1515-536.64-15	(1,684)		
	421-1515-536.46-00	2,038		
	421-1515-536.52-00	2,445		
	421-1515-536.52-00	4,483		
	421-1515-536.34-00	2,900	BA #34 - UNANTICIPATED PHONE LINE COST INCREASE	1324
04/01/19	421-1515-536.52-00	(4,483)	BA #68 - REVERSING BAF #34 - ENTERED TWICE	2361
	421-1515-536.64-15	4,483		
04/10/19	421-1515-536.34-00	(4,000)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	421-1515-536.46-00	(3,161)		
	421-1515-536.34-00	(2,900)		
	421-1515-536.12-00	(373)		
	421-1515-536.20-00	373		
	421-1515-536.46-03	3,161		
	421-1515-536.52-00	4,000		
5	Budget Amendments/Transfers		Division 1515 Total $3,600	
4010 - WATER ADMINISTRATION				
10/10/18	421-4010-536.39-00	(119,034)	BAF#1 - CONE ROAD DRAIN IMPROVEMENTS - WS17CD	132
11/14/18	421-4010-536.39-00	(6,000)	BA #14 - MILESTONE PROFFESIONAL SERVICES - DEBT COMP, FIN REP	647
	421-4010-536.31-00	6,000		
11/28/18	421-4010-536.31-00	1,800	BA #21 - BOND CERTIFICATION	655
	421-4010-536.31-00	88	BA #21 - FDEP VIOLATION INSERTS	655
	421-4010-536.31-00	28,740	BA #21 - REQUIRED EPA TESTING	655
12/31/18	421-4010-536.31-00	(1,110)	BA #35 - COVER INCREASE IN VEHICLE PURCHASE COST	1129
	421-4010-536.64-00	1,110		
01/09/19	421-4010-536.39-00	(78,476)	BA #34 - COSTS NOT BUDGETED IN FY19	1324
	421-4010-536.39-00	(112,490)	BA #34 - PROVIDE ADDITIONAL BUDGET FOR PROJECT	1324
	421-4010-536.39-00	22,799	BA #34 - REDUCE AMOUNT TO TASK ORDER AMOUNT	1324
	421-4010-536.64-15	(500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	421-4010-536.52-00	500		
	421-4010-536.39-00	(2,900)	BA #34 - UNANTICIPATED PHONE LINE COST INCREASE	1324
04/10/19	421-4010-536.39-00	(399,499)	BA #69 - CURED IN PLACE PIPE LINING NOT BUDGETED	2673
	421-4010-581.91-25	(16,814)	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET	2621
	421-4010-536.39-00	(194,541)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	421-4010-536.12-00	(3,046)		
	421-4010-536.20-00	600		
	421-4010-536.27-00	769		
	421-4010-536.12-12	1,677		
	421-4010-536.39-00	2,900		
14	Budget Amendments/Transfers		Division 4010 Total ($867,427)	
4020 - DYAL PLANT				
10/29/18	421-4020-536.63-00	(42,362)	TRANSFER FOR OFF SCOPE SERVICES	299

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/28/18	421-4020-536.63-00	(506,413)	BA #20 - AUTOMATIC TRANSFER SWITCH	654
	421-4020-536.63-00	(600,000)	BA #20 - DYAL SURFACE WATER WELL	654
	421-4020-536.63-00	(500,000)	BA #20 - FILTER REHAB 1-5	654
	421-4020-536.46-00	3,380	BA #21 - BUBBLER BOX GROUNDWATER	655
	421-4020-536.55-00	8,035	BA #21 - ELECTRICAL SAFETY EDUCATION PROGRAM	655
	421-4020-536.63-00	507,254	BA #21 - FILTERS #5 & #6	655
	421-4020-536.63-00	37,850	BA #21 - SCADA SERVER REPLACEMENT	655
	421-4020-536.46-00	6,395	BA #21 - SEWAGE GRINDER	655
	421-4020-536.42-00	500	BA #21 - SHIPPING	655
	421-4020-536.63-00	22,131	BA #21 - TCR ATS / PUMP CONTROL	655
12/12/18	421-4020-536.63-00	(229,496)	BA #26 - REPLACE TWO HVAC CHILLERS FOR DYAL WTP	1030
	421-4020-536.63-00	229,496		
12/14/18	421-4020-536.64-00	(47,334)	BA #28 - DYAL WTP REPLACE DIESEL FUEL TANK BANANA RIVER	943
	421-4020-536.64-00	47,334		
01/09/19	421-4020-536.63-00	78,476	BA #34 - COSTS NOT BUDGETED IN FY19	1324
	421-4020-536.64-00	(6,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	421-4020-536.64-00	(4,200)		
	421-4020-536.64-00	(4,000)		
	421-4020-536.52-00	14,200		
	421-4020-536.63-00	506,413	BA #34 - TRUE UP FY19 BUDGET FOR FY18 PO'S	1322
04/01/19	421-4020-536.64-00	(40,611)	BA #68 - ADD FUNDS FOR CAL FLO INJECTION POINT	2361
	421-4020-536.63-00	40,611		
04/10/19	421-4020-536.63-00	506,413	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET	2621
	421-4020-536.12-00	(2,325)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	421-4020-536.20-00	215		
	421-4020-536.12-12	2,110		
	421-4020-536.63-00	42,362		
19	Budget Amendments/Transfers		Division 4020 Total $70,434	
4025 - WATER FIELD OPERATIONS				
10/10/18	421-4025-536.46-00	119,034	BAF#1 - CONE ROAD DRAINAGE IMPROVEMENTS - WS17CD	132
11/28/18	421-4025-536.46-00	2,855	BA #21 - CONE ROAD PROJECT	655
	421-4025-536.46-00	2,208	BA #21 - EAST COAST CC FIRELINE	655
	421-4025-536.46-00	4,268	BA #21 - METER STATION	655
	421-4025-536.46-00	357,878	BA #21 - ROAD RESTORATION	655
	421-4025-536.46-00	52,265	BA #21 - VALVE IMPROVEMNT	655
	421-4025-536.46-00	116,131		
	421-4025-536.46-00	1,650	BA #21 -PIPING FOR WILSON STREET FORCE MAIN	655
01/09/19	421-4025-536.46-00	(90,389)	BA #34 - ADJUST PROFFESIONAL FEE DUE TO BUDGETARY OVERAGE	1324
	421-4025-536.31-03	90,389		
	421-4025-536.64-15	(13,500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	421-4025-536.52-00	13,500		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
04/10/19	421-4025-536.12-00	(3,638)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	421-4025-536.20-00	310		
	421-4025-536.12-12	3,328		
	421-4025-536.22-00	194,541		
04/30/19	421-4025-536.52-00	(780)	BA #72 - MARCH CLEANUP COVER ADDITIONAL TRAINING	2823
	421-4025-536.55-00	780		
11	Budget Amendments/Transfers		Division 4025 Total $850,830	
4055 - ENGINEERING				
10/29/18	421-4055-536.63-00	42,362	TRANSFER FOR OFF SCOPE SERVICES	299
11/14/18	421-4055-536.63-00	(325,116)	BA #17 - CIP PROJECTS COVERED UNDER BOND	648
	421-4055-536.63-00	325,116		
11/28/18	421-4055-536.63-00	(400,000)	BA #20 - CAPE CANAVERAL WATER MAIN REPLACEMENT	654
	421-4055-536.63-00	(5,200,000)	BA #20 - DYAL CHEMICAL CONVERSION	654
	421-4055-536.63-00	(330,000)	BA #20 - DYAL GROUNDWATER WTP REACTOR	654
	421-4055-536.63-00	(974,656)	BA #20 - FISKE BLVD PIPELINE REPLACEMENT	654
	421-4055-536.63-00	(698,664)	BA #20 - MICHIGAN AVENUE FORCE MAIN	654
	421-4055-536.63-00	(10,062,500)	BA #20 - PINEDA CROSSING	654
	421-4055-536.63-00	(2,461,274)	BA #20 - PIPE INFRASTRUCTURE	654
	421-4055-536.63-00	(1,997,743)	BA #20 - RAW WATER PIPELINE UPGRADE	654
	421-4055-536.68-10	35,118	BA #21 - CAPITAL PLAN - WATER	655
	421-4055-536.63-00	77,906	BA #21 - GW/SW CLEARWELL	655
	421-4055-536.63-00	5,497	BA #21 - INDUSTRIAL PARK PUMP STATION	655
	421-4055-536.63-00	209,868		
	421-4055-536.63-00	420,316		
	421-4055-536.31-00	34,307	BA #21 - INSPECTION OF FIBER OPTIC CABLE	655
	421-4055-536.63-00	33,785	BA #21 - MICHIGAN AVENUE FORCE MAIN EXTENSION	655
	421-4055-536.63-00	6,429	BA #21 - SR 520	655
	421-4055-536.63-00	488	BA #21-CHASE/ NORTH TROPICAL TRAIL LOOPING IMPROVEMENTS	655
01/09/19	421-4055-536.64-15	(3,500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	421-4055-536.64-15	(1,800)		
	421-4055-536.52-00	5,300		
	421-4055-536.63-00	2,741	BA #34 - TRUE UP FY19 BUDGET FOR FY18 PO'S	1322
	421-4055-536.63-00	35,720		
	421-4055-536.63-00	2,326,022		
04/10/19	421-4055-536.63-00	3,906	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET	2621
	421-4055-536.63-00	507,254		
	421-4055-536.63-00	(42,362)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	421-4055-536.12-00	(4,033)		
	421-4055-536.12-12	4,033		
04/30/19	421-4055-536.68-10	(1,420)	BA #72 - MARCH CLEANUP PORTABLE METER KITS	2823
	421-4055-536.52-00	1,420		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
22	Budget Amendments/Transfers		Division 4055 Total ($18,425,480)	
4120 - WATER RECLAMATION				
11/01/18	421-4120-536.46-00	(150)	BA #10 - COVER PRINTING FOR SELLERS WORK ORDERS	346
	421-4120-536.47-00	150		
11/28/18	421-4120-536.63-00	(2,836,250)	BA #20 - JERRY SELLERS FLOW	654
	421-4120-536.63-00	(130,000)	BA #20 - REPLACE RUSTED CONNECTIONS	654
	421-4120-536.63-00	(130,000)	BA #20 - SPALLING REPAIR OF FILTER	654
	421-4120-536.63-00	219,098	BA #21 - BNR IMPROVEMENTS	655
	421-4120-536.63-00	72,799	BA #21 - CAROLLO TASK ORDER 2018-03	655
	421-4120-536.63-00	76,528	BA #21 - MCC 1-6 IMPROVEMENTS	655
	421-4120-536.46-00	8,445	BA #21 - REPLACE WASTE WATER PUMP	655
01/09/19	421-4120-536.63-00	(22,799)	BA #34 - REDUCE AMOUNT TO TASK ORDER AMOUNT	1324
	421-4120-536.64-00	(6,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	421-4120-536.64-00	(5,000)		
	421-4120-536.52-00	5,000		
	421-4120-536.52-00	6,000		
	421-4120-536.63-00	45,243	BA #34 - TRUE UP FY19 BUDGET FOR FY18 PO'S	1322
	421-4120-536.63-00	49,576		
	421-4120-536.63-00	128,132		
	421-4120-536.63-00	155,000		
03/13/19	421-4120-536.46-00	(5,133)	BA #54 - NEW A/C UNITS FOR SELLERS & SHOE ALLOWANCE	2134
	421-4120-536.52-00	(1,247)		
	421-4120-536.42-00	200		
	421-4120-536.20-00	225		
	421-4120-536.64-00	5,955		
04/10/19	421-4120-536.23-00	(1,536)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	421-4120-536.12-12	34		
	421-4120-536.20-00	127		
	421-4120-536.12-00	1,413		
	421-4120-536.23-00	1,536		
	421-4120-536.27-00	2,693		
	421-4120-536.13-00	3,251		
13	Budget Amendments/Transfers		Division 4120 Total ($2,356,710)	
4125 - SEWER FIELD OPERATIONS				
11/28/18	421-4125-536.63-00	(400,000)	BA #20 - CIPP REHABILITATION	654
	421-4125-536.46-00	49,929	BA #21 - MANHOLE ASSESSMENT	655
	421-4125-536.46-00	22,870	BA #21 - REPLACE LIFT STATION PUMPS	655
	421-4125-536.46-00	75,000	BA #21 - RESTORATION SERVICES	655
01/09/19	421-4125-536.46-00	112,490	BA #34 - PROVIDE ADDITIONAL BUDGET FOR PROJECT	1324
04/10/19	421-4125-536.46-00	399,499	BA #69 - CURED IN PLACE PIPE LINING NOT BUDGETED	2673
	421-4125-536.12-00	(7,518)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/30/19	421-4125-536.52-00	(2,374)	BA #72 - MARCH CLEANUP CONFINED SPACE TRAINING		2823
	421-4125-536.55-00	2,374			
8	Budget Amendments/Transfers		Division 4125 Total	$252,270	
92	Total Budget Amendments/Transfers		**WATER / SEWER ENTERPRISE**	**($20,472,483)**	
3570 - STORMWATER UTILITY					
11/28/18	423-3570-538.31-00	660	BA #21 - CARRY FORWARD FROM FY17		655
	423-3570-538.63-00	3,703	BA #21 - CURB / GUTTER / SIDEWALK REPLACEMENT		655
	423-3570-538.63-00	3,258	BA #21 - FISKE BLVD COMPLETE STREETS		655
	423-3570-538.46-03	4,708	BA #21 - REPAIR OF CASE BACKHOE		655
01/23/19	423-3570-538.31-00	65,120	BA #48 - STORMWATER 10 YR PLAN - MEAD AND HUNT		1521
	423-3570-538.31-00	34,327	BA #49 - BILLING SYSTEM AND RATES ANALYSIS		1522
04/10/19	423-3570-538.63-00	(200,000)	BA #74 - CURED IN PLACE PIPE LINING NOT BUDGETED		2620
	423-3570-538.63-00	200,000			
	423-3570-538.39-00	(2,251)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	423-3570-538.21-00	447			
	423-3570-538.27-00	1,804			
04/30/19	423-3570-538.46-00	(456)	BA #72 - MARCH CLEANUP TEMPORARY METER INSTALL		2823
	423-3570-538.43-00	456			
9	Budget Amendments/Transfers		Division 3570 Total	$111,776	
9	Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$111,776**	
4010 - WATER ADMINISTRATION					
01/09/19	426-4010-581.91-21	2,870,896	BA #34 - MOVE FUNDS BACK TO 421 FOR FY18 POS		1324
1	Budget Amendments/Transfers		Division 4010 Total	$2,870,896	
4020 - DYAL PLANT					
11/28/18	426-4020-536.63-00	506,413	BA #20 - AUTOMATIC TRANSFER SWITCH		654
	426-4020-536.63-00	600,000	BA #20 - DYAL SURFACE WATER WELL		654
	426-4020-536.63-00	500,000	BA #20 - FILTER REHAB 1-5		654
01/09/19	426-4020-536.63-00	(506,413)	BA #34 - MOVE FUNDS BACK TO 421 FOR FY18 POS		1324
04/10/19	426-4020-536.63-00	(506,413)	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET		2621
	426-4020-536.63-00	(3,906)			
5	Budget Amendments/Transfers		Division 4020 Total	$589,681	
4055 - ENGINEERING					
11/28/18	426-4055-536.63-00	400,000	BA #20 - CAPE CANAVERAL WATER MAIN REPLACEMENT		654
	426-4055-536.63-00	5,200,000	BA #20 - DYAL CHEMICAL CONVERSION		654
	426-4055-536.63-00	330,000	BA #20 - DYAL GROUNDWATER WTP REACTOR		654
	426-4055-536.63-00	974,656	BA #20 - FISKE BLVD PIPELINE REPLACEMENT		654
	426-4055-536.63-00	698,664	BA #20 - MICHIGAN AVE FORCE MAIN		654
	426-4055-536.63-00	10,062,500	BA #20 - PINEDA CROSSING		654
	426-4055-536.63-00	2,461,274	BA #20 - PIPE INFRASTRCTURE		654

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
	426-4055-536.63-00	1,997,743	BA #20 - RAW WATER PIPELINE UPGRADE		654
12/12/18	426-4055-536.63-00	(1,231,049)	BA #27 - MOVE FUNDS TO NORTH TROPICAL TRAIL PROJECT		1029
	426-4055-536.63-00	1,231,049			
01/09/19	426-4055-536.63-00	(2,326,022)	BA #34 - MOVE FUNDS BACK TO 421 FOR FY18 POS		1324
	426-4055-536.63-00	(35,720)			
	426-4055-536.63-00	(2,741)			
10	Budget Amendments/Transfers		Division 4055 Total	$19,760,354	
4120 - WATER RECLAMATION					
11/28/18	426-4120-536.63-00	2,836,250	BA #20 - JERRY SELLERS FLOW		654
	426-4120-536.63-00	130,000	BA #20 - REPLACE RUSTED CONNECTIONS		654
	426-4120-536.63-00	130,000	BA #20 - SPALLING REPAIR OF FILTER		654
3	Budget Amendments/Transfers		Division 4120 Total	$3,096,250	
4125 - SEWER FIELD OPERATIONS					
11/28/18	426-4125-536.63-00	400,000	BA #20 - CIPP REHABILITATION		654
1	Budget Amendments/Transfers		Division 4125 Total	$400,000	
20	Total Budget Amendments/Transfers		**W/S CAPITAL PROJECTS 2018B**	**$26,717,181**	

235 Transfers & Amendments between 10/1/2018 and 4/30/2019

$7,210,792

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

FY 2019 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 4/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/28/18	001-0000-331.50-03	77,200	BA #19 - FDEP GRANT WAS AWARDED - ACCEPT GRANT		940
	001-0000-389.99-50	578,785	BA #21 - FUND BALANCE RESERVES		655
01/09/19	001-0000-381.91-30	2,800	BA #34 - COMPLETION OF MEETING ROOM		1322
	001-0000-389.99-50	2,400	BA #34 - FIRE STATION REPEATER		1322
01/23/19	001-0000-389.99-50	21,470	BA #43 - PURCHASE OF TWO CITY WELCOME SIGNS		1519
	001-0000-334.50-04	20,000	BA #50 - FLORIDA DEPT. OF ECONOMIC OPPORTUNITY GRANT		1520
03/13/19	001-0000-389.99-50	130,000	BA# 63 - FMIT DEDUCTIBLE PAYMENT FOR FY19		2189
	001-0000-389.99-50	50,000	BA# 70 - LEASE OF CITY PROPERTY / FL HISTORY MUSEUM		2193
04/24/19	001-0000-331.20-18	36,650	BA #80 - FIRE DEPARTMENT STATE EMS GRANT AWARD		2878
9	Budget Amendments/Transfers			Division 0000 Total $919,305	
	9 Total Budget Amendments/Transfers			$919,305	
11/28/18	103-0000-389.99-10	575	BA #21 - FUND BALANCE		655
03/13/19	103-0000-389.99-10	(179,195)	BA# 66 - MOVE FUNDS FROM DEMOLITION TO SIGNAGE		2190
	103-0000-331.54-00	179,195			
2	Budget Amendments/Transfers			Division 0000 Total $575	
	2 Total Budget Amendments/Transfers			$575	
12/12/18	104-0000-389.99-10	(95,355)	BA #31 - REDUCE HOME AMOUNT TO MATCH DISBURSEMENT AGREEMENT		1031
03/13/19	104-0000-389.99-10	(64,367)	BA #67 - CORRECT ACCOUNT FOR HOME PROGRAM FUNDS		2188
	104-0000-331.54-00	64,367			
2	Budget Amendments/Transfers			Division 0000 Total ($95,355)	
	2 Total Budget Amendments/Transfers			($95,355)	
11/28/18	105-0000-389.99-10	2,230	BA #21 - FUND BALANCE		655
1	Budget Amendments/Transfers			Division 0000 Total $2,230	
	1 Total Budget Amendments/Transfers			$2,230	
11/28/18	110-0000-389.99-10	15,075	BA #21 - FUND BALANCE		655
1	Budget Amendments/Transfers			Division 0000 Total $15,075	
	1 Total Budget Amendments/Transfers			$15,075	
10/10/18	141-0000-389.99-11	5,000	BAF#2 - GIFT CARDS FOR PD GUNS BUY BACK PROGRAM		133
11/14/18	141-0000-389.99-11	7,488	BA #12 - REPLACE EQUIPMENT IN INTERVIEW ROOMS		646
2	Budget Amendments/Transfers			Division 0000 Total $12,488	
	2 Total Budget Amendments/Transfers			$12,488	
11/28/18	421-0000-389.99-50	(1,606,413)	BA #20 - FUND BALANCE RESERVES		654
	421-0000-389.99-50	(22,124,837)	BA #20 - WS FUND BALANCE RESERVES		654

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
	421-0000-389.99-50	(3,096,250)			
	421-0000-389.99-50	(400,000)			
	421-0000-389.99-50	2,501,811	BA #21 - FUND BALANCE RESERVES		655
01/09/19	421-0000-389.99-50	3,600	BA #34 - TIMECLOCK AND WINDOW TINTS		1322
	421-0000-389.99-50	377,951	BA #34 - TRUE UP FY19 BUDGET FOR FY18 PO'S		1322
	421-0000-381.91-26	2,870,896			
04/10/19	421-0000-389.99-50	(16,814)	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET		2621
	421-0000-389.99-50	3,906			
	421-0000-389.99-50	506,413			
	421-0000-389.99-50	507,254			
6	Budget Amendments/Transfers		Division 0000 Total	($20,472,483)	
6	Total Budget Amendments/Transfers			($20,472,483)	
10/10/18	423-0000-389.99-50	(20,856)	BAF#5 - INDIAN RIVER LAGOON GRANT FUNDING / BAFFLE BOX		134
	423-0000-338.10-02	20,856			
11/28/18	423-0000-389.99-50	12,329	BA #21 - FUND BALANCE RESERVES		655
01/23/19	423-0000-389.99-50	65,120	BA #48 - STORMWATER 10 YR PLAN - MEAD AND HUNT		1521
	423-0000-389.99-50	34,327	BA #49 - BILLING SYSTEM AND RATES ANALYSIS		1522
4	Budget Amendments/Transfers		Division 0000 Total	$111,776	
4	Total Budget Amendments/Transfers			$111,776	
04/10/19	425-0000-381.91-21	(16,814)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2780
	425-0000-389.99-50	16,814			
1	Budget Amendments/Transfers		Division 0000 Total	$0	
1	Total Budget Amendments/Transfers			$0	
11/28/18	426-0000-389.99-50	400,000	BA #20 - WS CAPITAL PROJECT FUND BALANCE RESERVES		654
	426-0000-389.99-50	3,096,250			
	426-0000-389.99-50	22,124,837			
	426-0000-389.99-50	1,606,413	BA #20 - WS CAPITAL PROJECT FUND BALANCE RESERVES		654
04/10/19	426-0000-389.99-50	(506,413)	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET		2621
	426-0000-389.99-50	(3,906)			
3	Budget Amendments/Transfers		Division 0000 Total	$26,717,181	
3	Total Budget Amendments/Transfers			$26,717,181	
31	**Transfers & Amendments between 10/1/2018 and 4/30/2019**			**$7,210,792**	

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2019 - Budget Tracking Worksheets\FY 2019 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date 5/7/2019

Legislation Details (With Text)

File #:	19-222	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/7/2019			**In control:**	City Council
On agenda:	5/22/2019			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for January 2019-March 2019. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Jan 2019 Council Report by District Feb 2019 Council Report by District Mar 2019 Council Report by District				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 7, 2019
Agenda Date: May 22, 2019
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event Statistics for Council Information

BACKGROUND:

Council requested a monthly breakdown of event statistics by District. This report illustrates total incidents, reports written and Patrol checks. It also shows incidents and case reports by shift, hour of the day and the total crime that are Uniform Crime reportable. Attached is the January 2019, February 2019 and March 2019 reports.

STRATEGIC PLAN CONNECTION:

Crime Statistics

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information

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Cocoa Police Department
Council Report

January 2019

Prepared by Dailaity Henson

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Incidents and Case Reports by Hour 11
Total UCR Offenses by Month – 2019 ,2018, & 2017 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

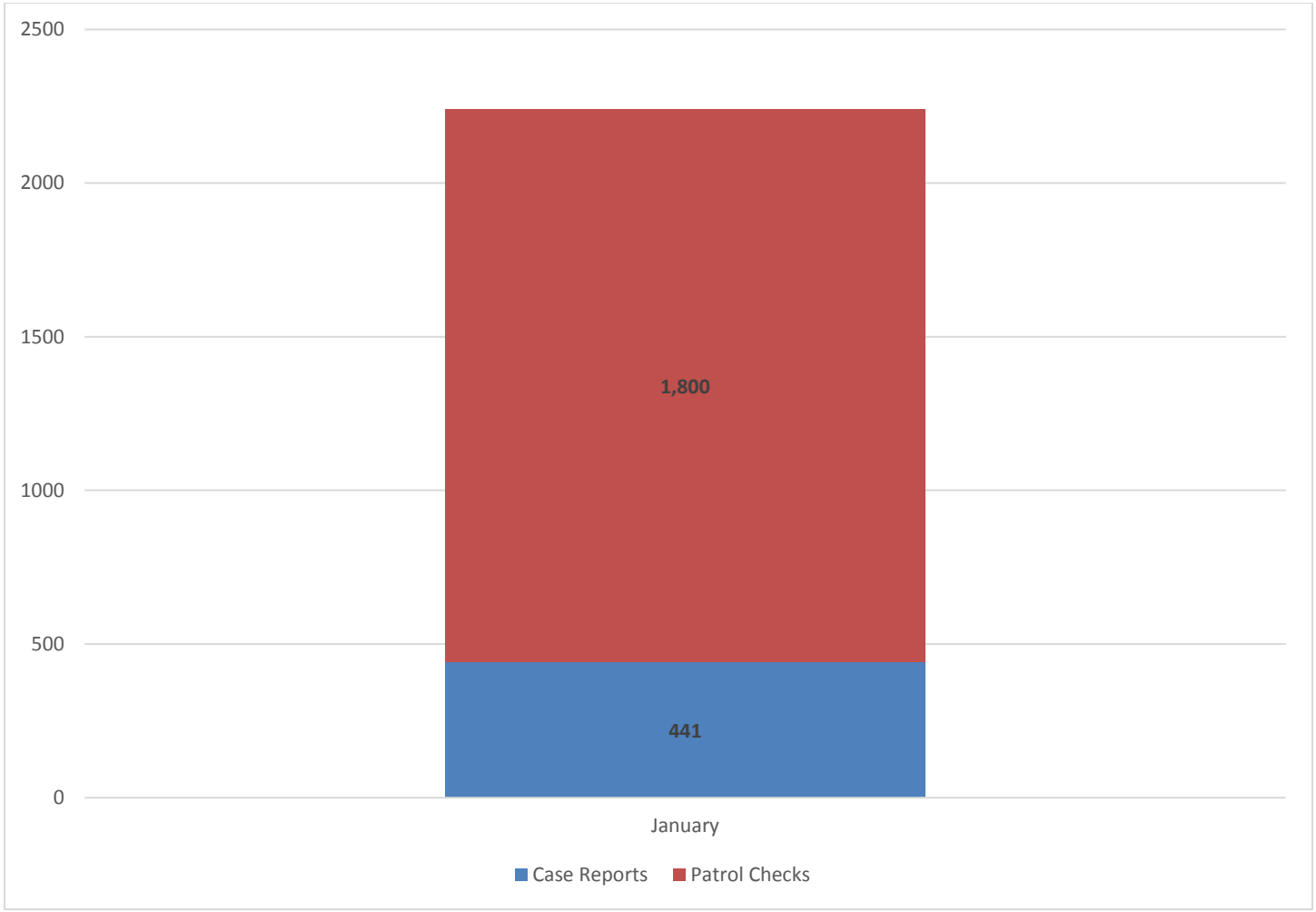
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for January 2019. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2017, 2018 and 2019.

- 4,312 incidents
- 441 Case Reports (10% of incidents)
  - 298 Criminal Case Reports (68% of all case reports)
  - 143 Non-Criminal Case Reports (32% of case reports)
  - 126 Criminal Case Reports were closed by Arrests/Capias Requests (42% of criminal case reports)
  - 11 Non-Criminal Case Reports were closed by Arrests/Capias Request (8% of non-criminal cases reports)
- 2,221 incidents were initiated by police officers (52%)
- District 1 experienced the most cases with a total of 148
- District 3 experienced the fewest cases with a total of 48
- Larceny Offenses have ***increased*** by a 19% from the previous month
- Burglary Offenses have ***decreaded*** by a 25% from the previous month
- Vehicle Theft Offences have ***increased*** by 100% from the previous month
- Overall, UCR offenses have ***increased*** from the previous month by an 22%

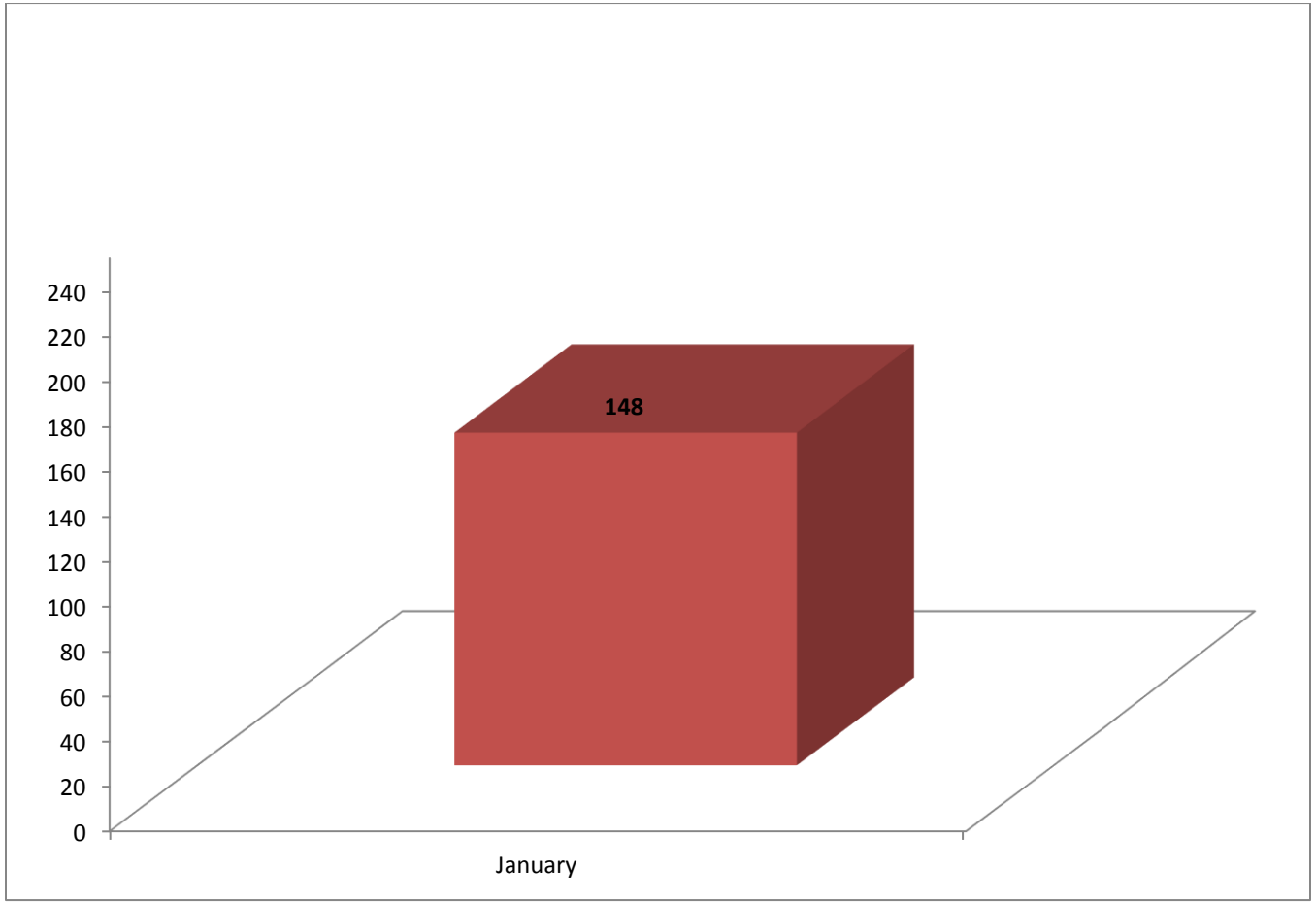
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



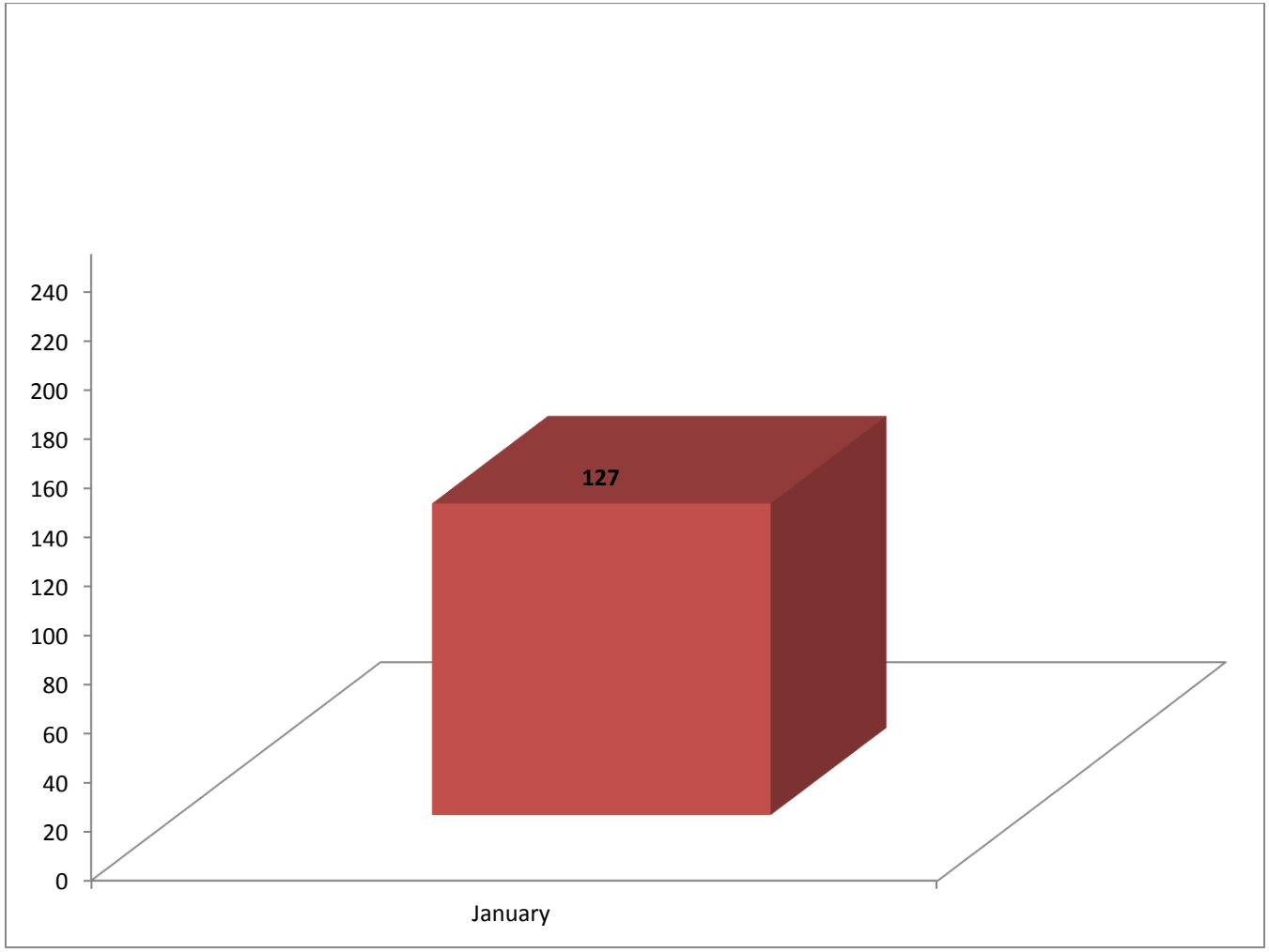
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



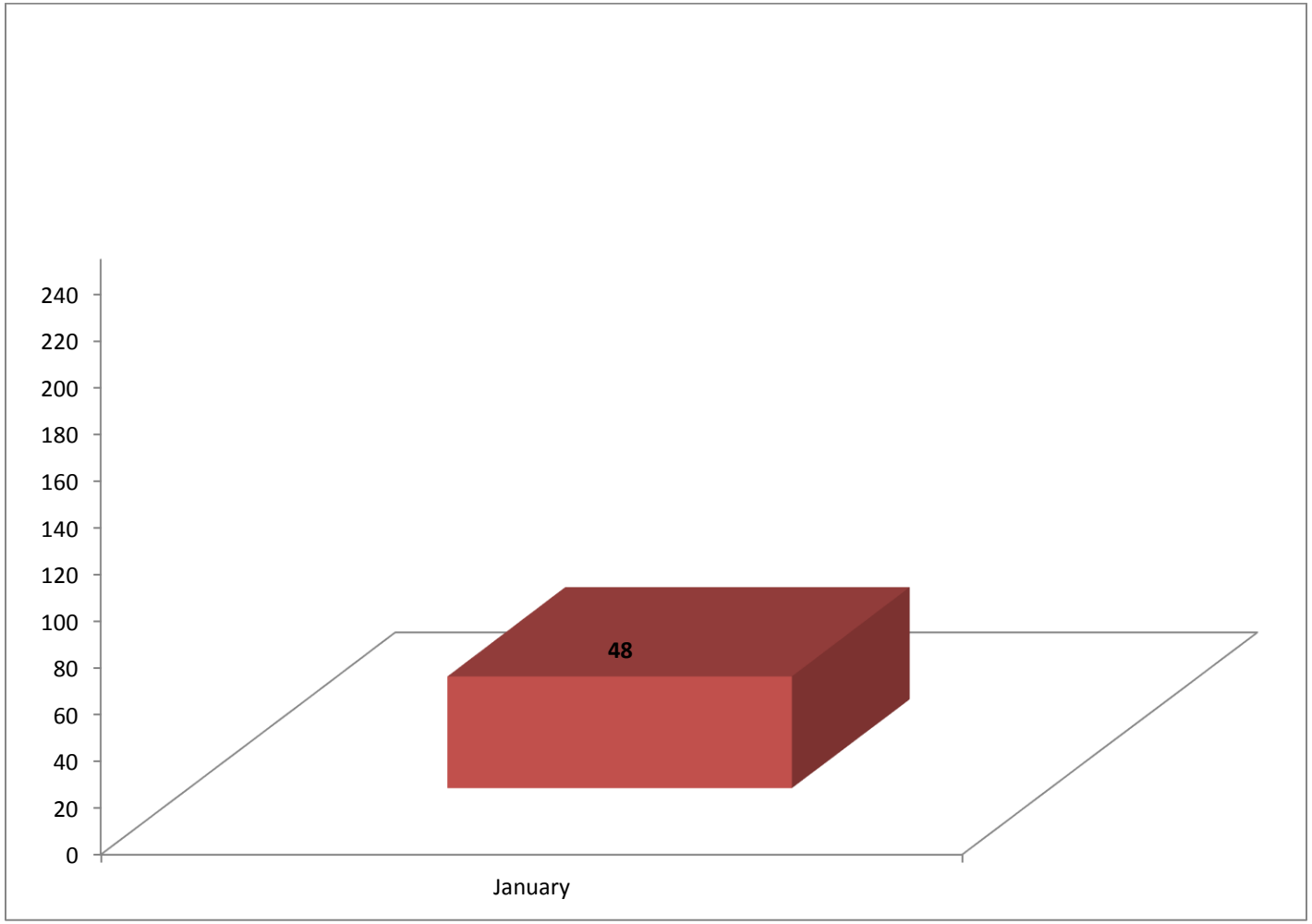
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



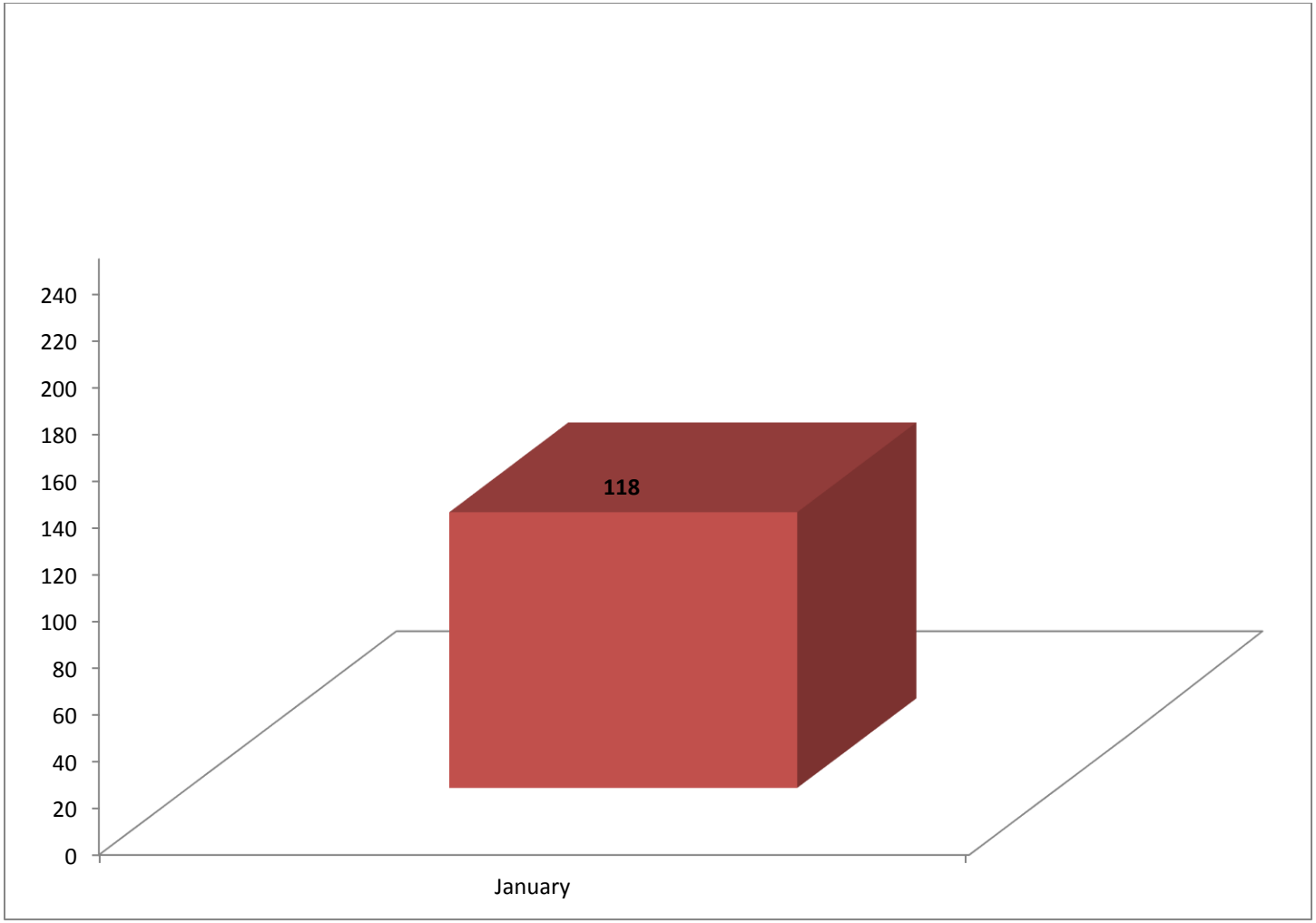
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

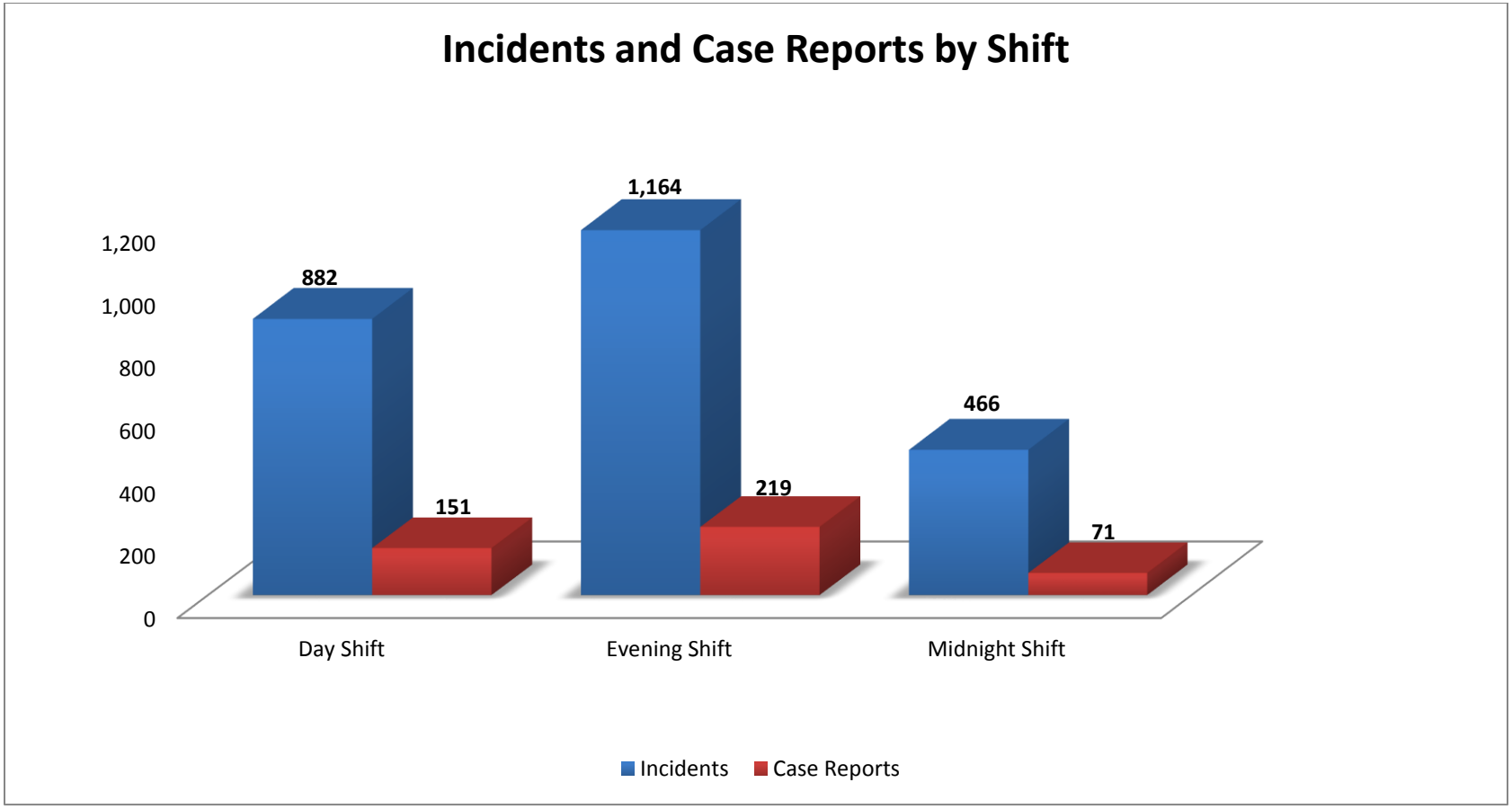
The table below illustrates the total of Incidents and Cases from January 1, 2019 thought January 31, 2019 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	108	43
1407 Dixon Blvd	59	20
1514 Clearlake Rd	23	8
1080 N. Fiske	20	6
900 Friday Rd	15	2
800 N. Fiske	14	4
1010 N. Fiske Blvd	6	1
1524 Clearlake Rd	3	1
TOTAL	**248**	**85**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.

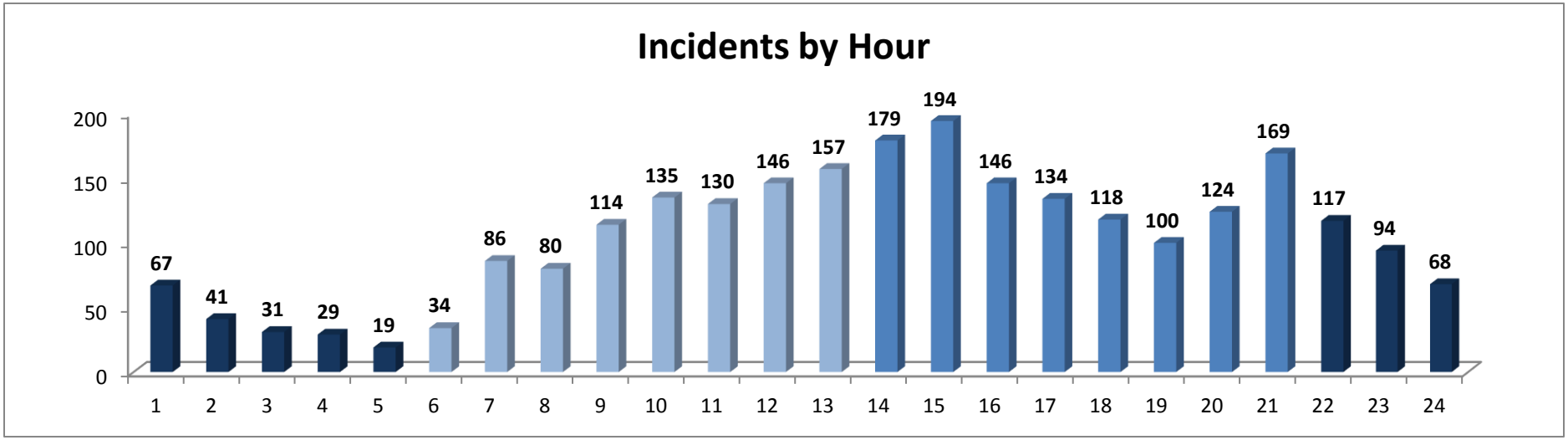


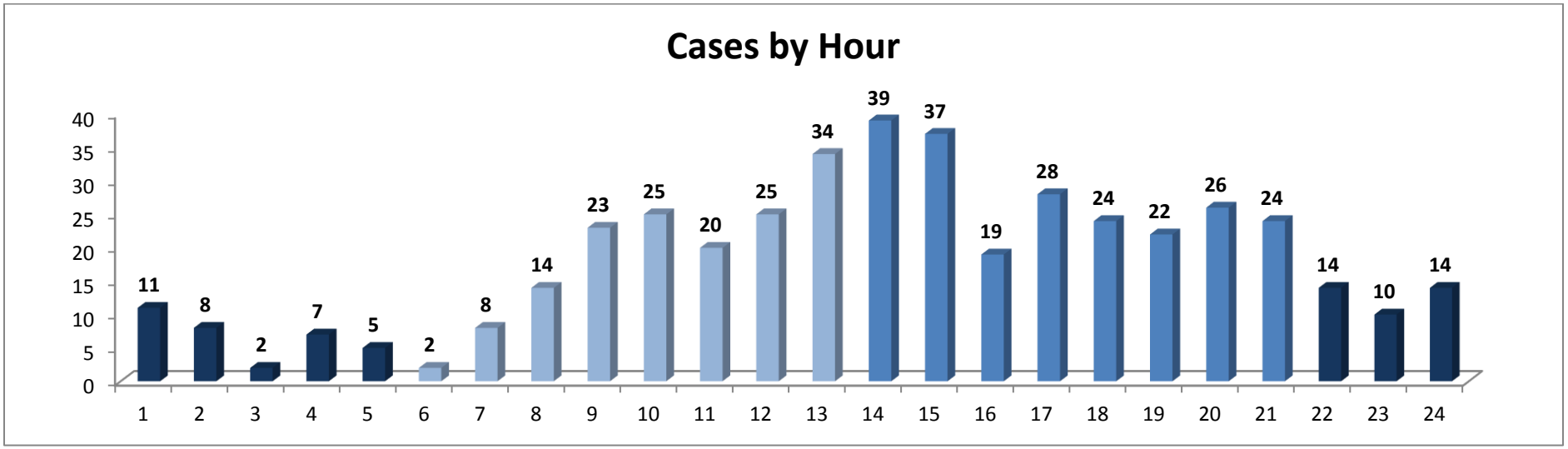
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Hour

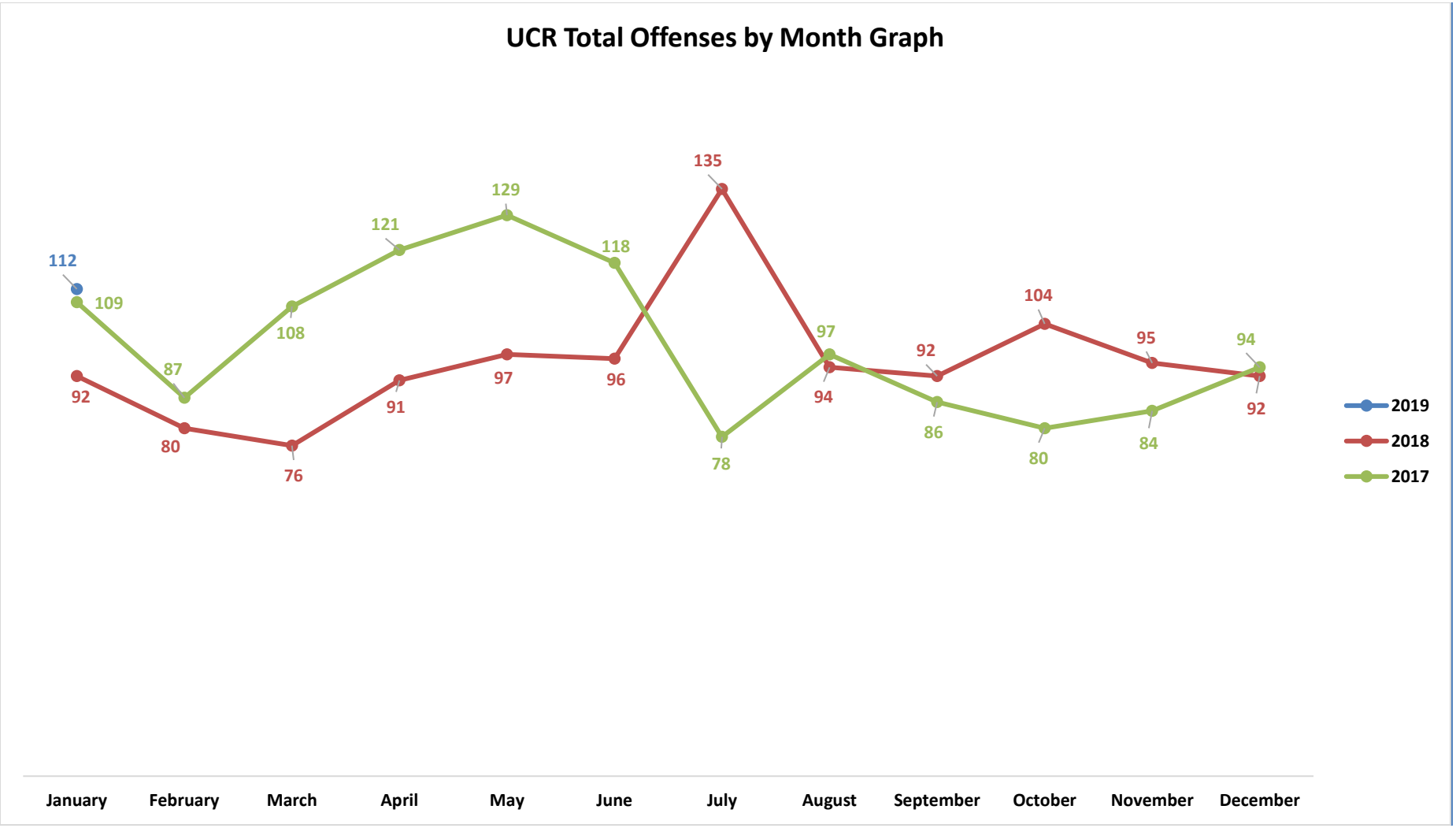
Note: The charts below illustrates incidents broken down by time of day. These totals do not reflect Patrol Checks.





Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month – 2019, 2018 & 2017



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department

Council Report

February 2019

Prepared by Dailaity Henson

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Total UCR Offenses by Month – 2019 ,2018, & 2017 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

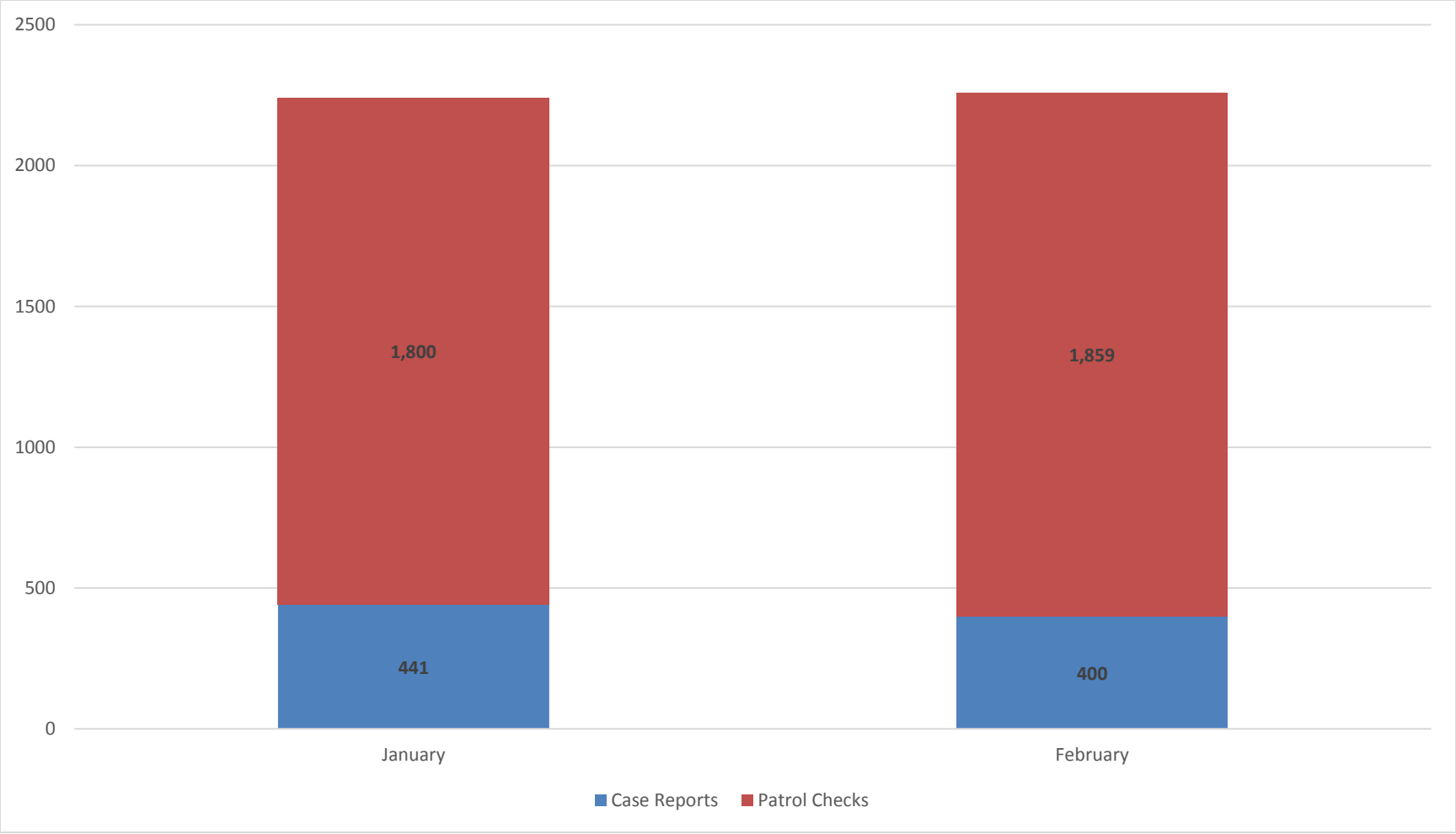
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for February 2019. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2017, 2018 and 2019.

- 4,299 incidents
- 400 Case Reports (9% of incidents)
  - 249 Criminal Case Reports (62% of all case reports)
  - 151 Non-Criminal Case Reports (38% of case reports)
  - 167 Criminal Case Reports were closed by Arrests/Capias Requests (67% of criminal case reports)
  - 9 Non-Criminal Case Reports were closed by Arrests/Capias Request (6% of non-criminal cases reports)
- 2,242 incidents were initiated by police officers (52%)
- District 1 experienced the most cases with a total of 131
- District 3 experienced the fewest cases with a total of 46
- Robbery Offenses have ***decreased*** by a 29% from the previous month
- Burglary Offenses have ***increaded*** by a 17% from the previous month
- Vehicle Theft Offences have ***decreased*** by 50% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by an 21%

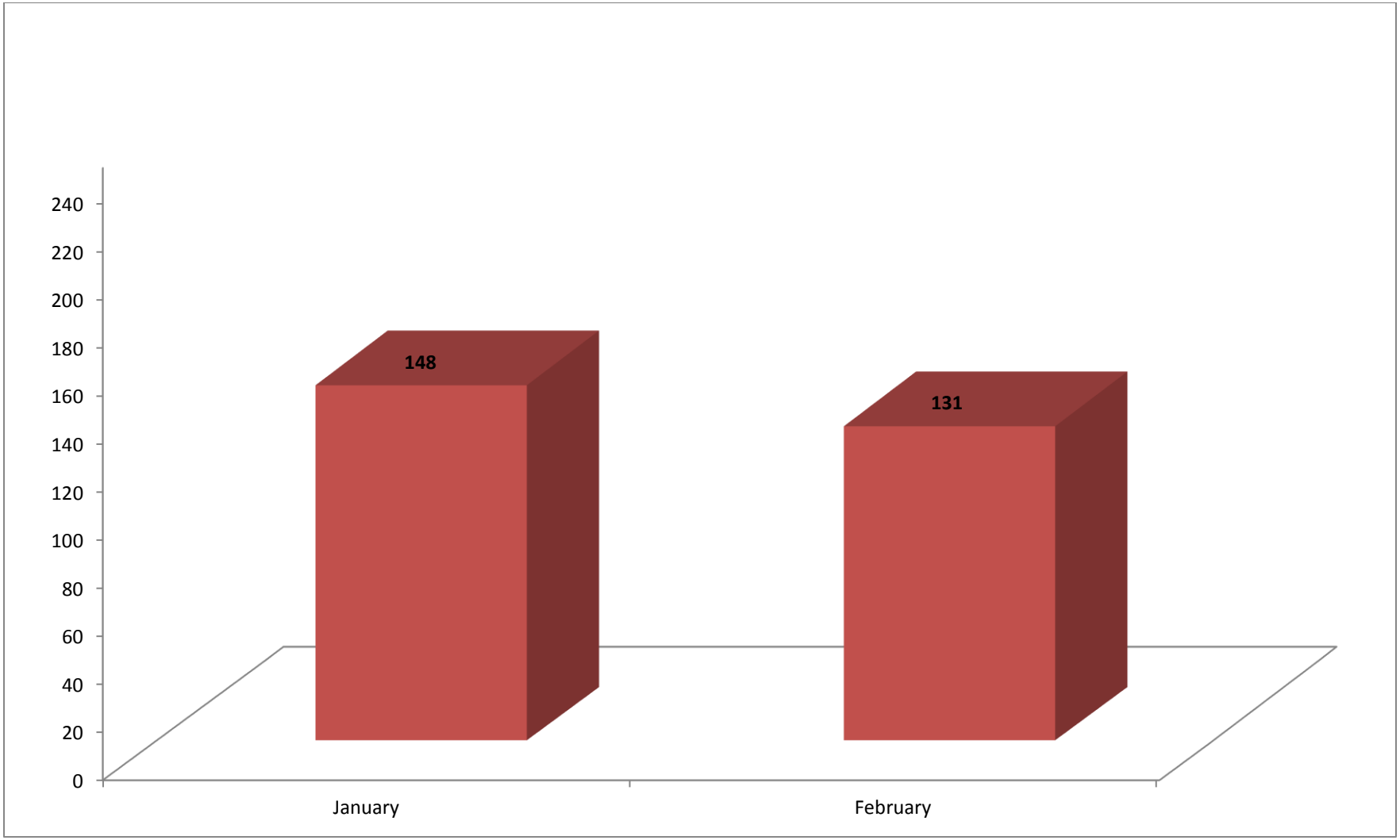
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



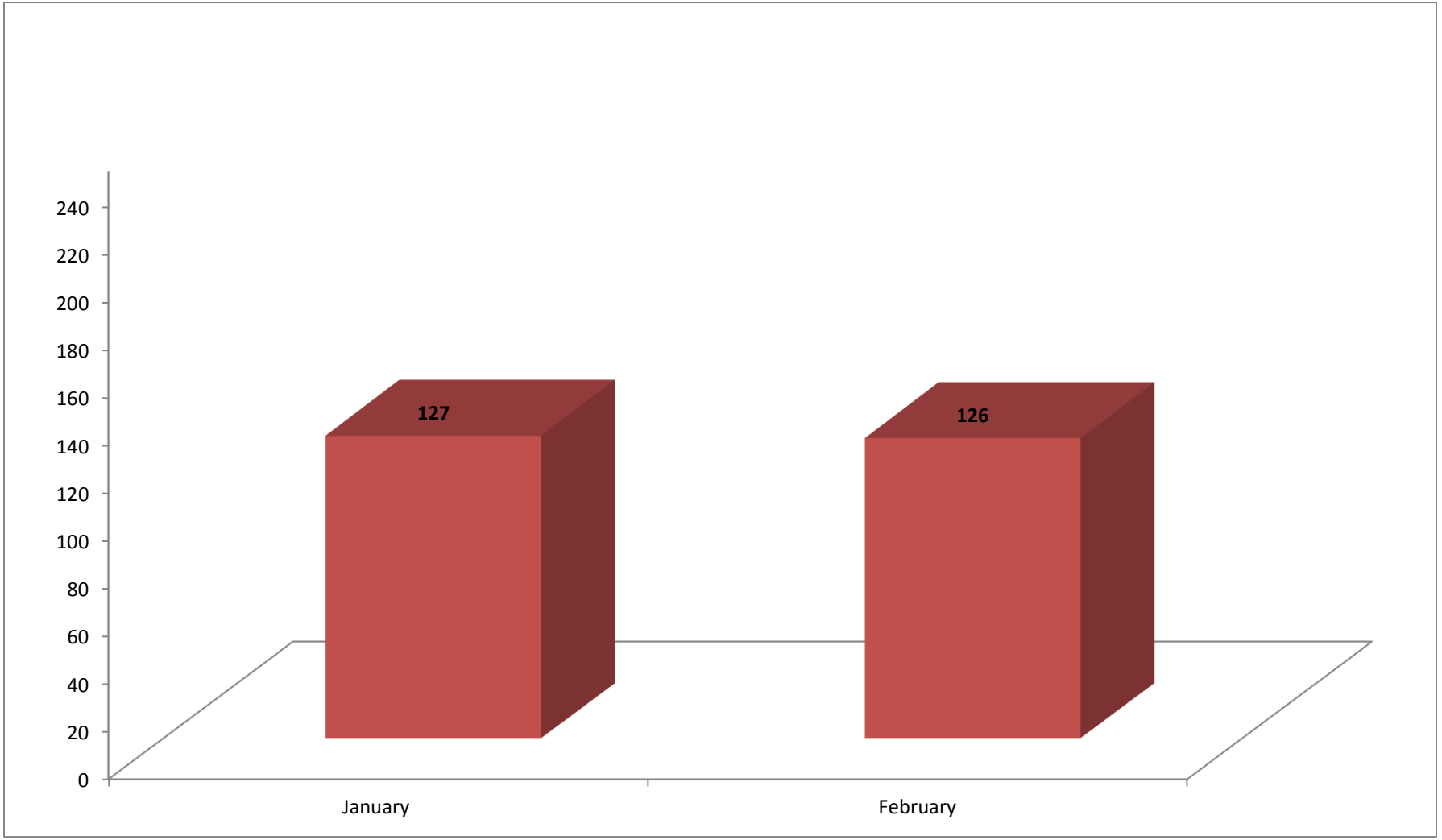
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



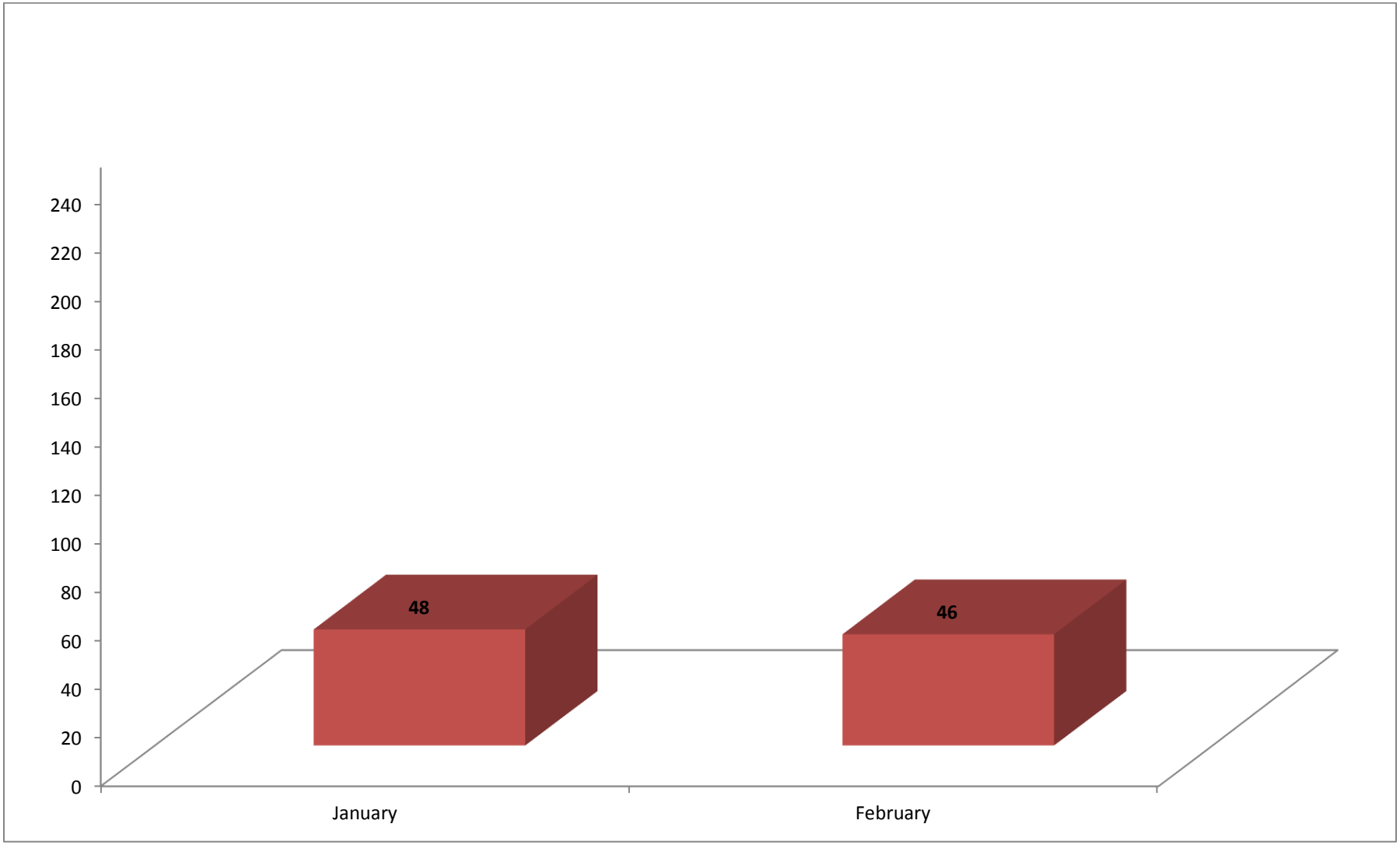
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



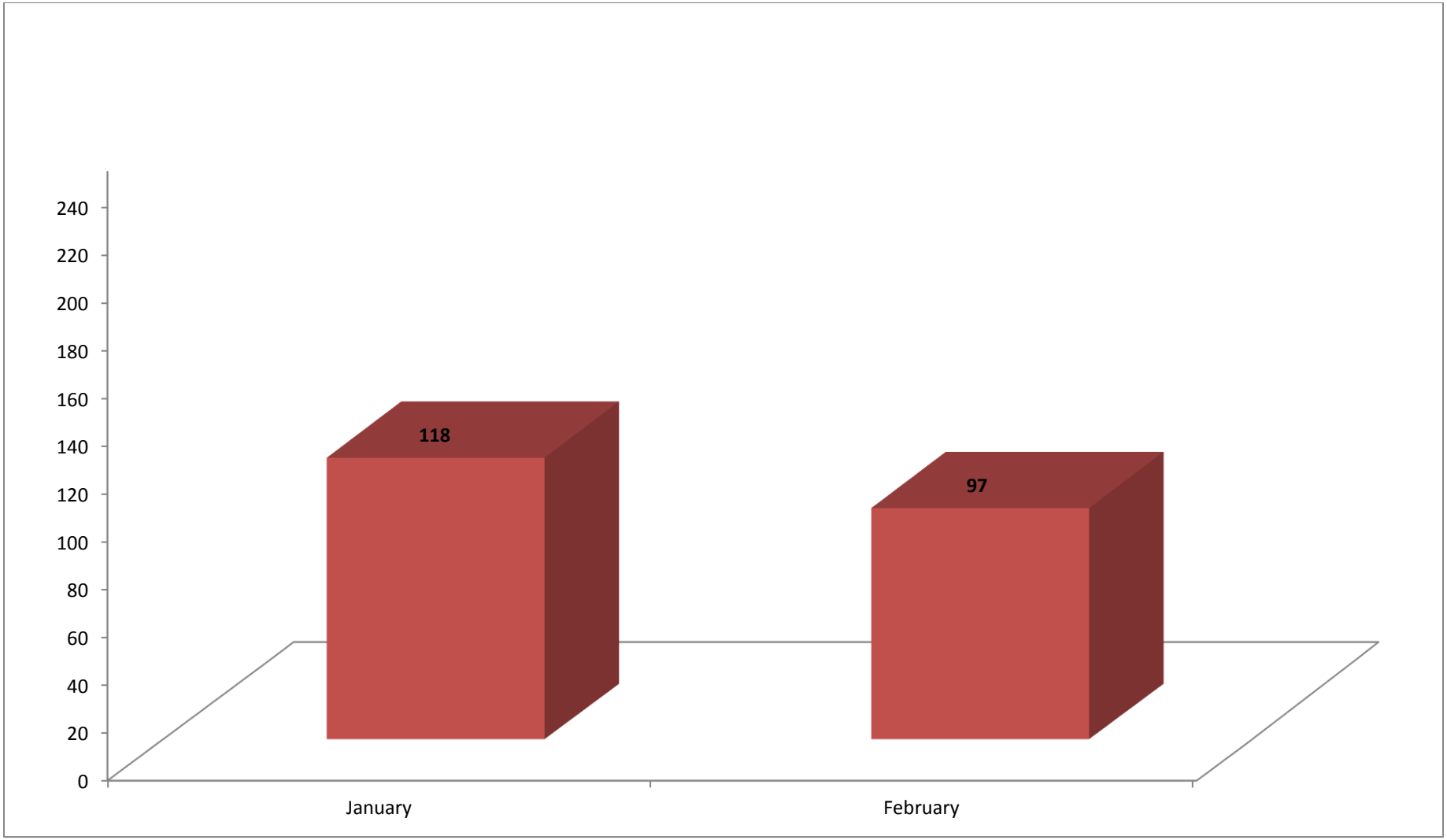
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

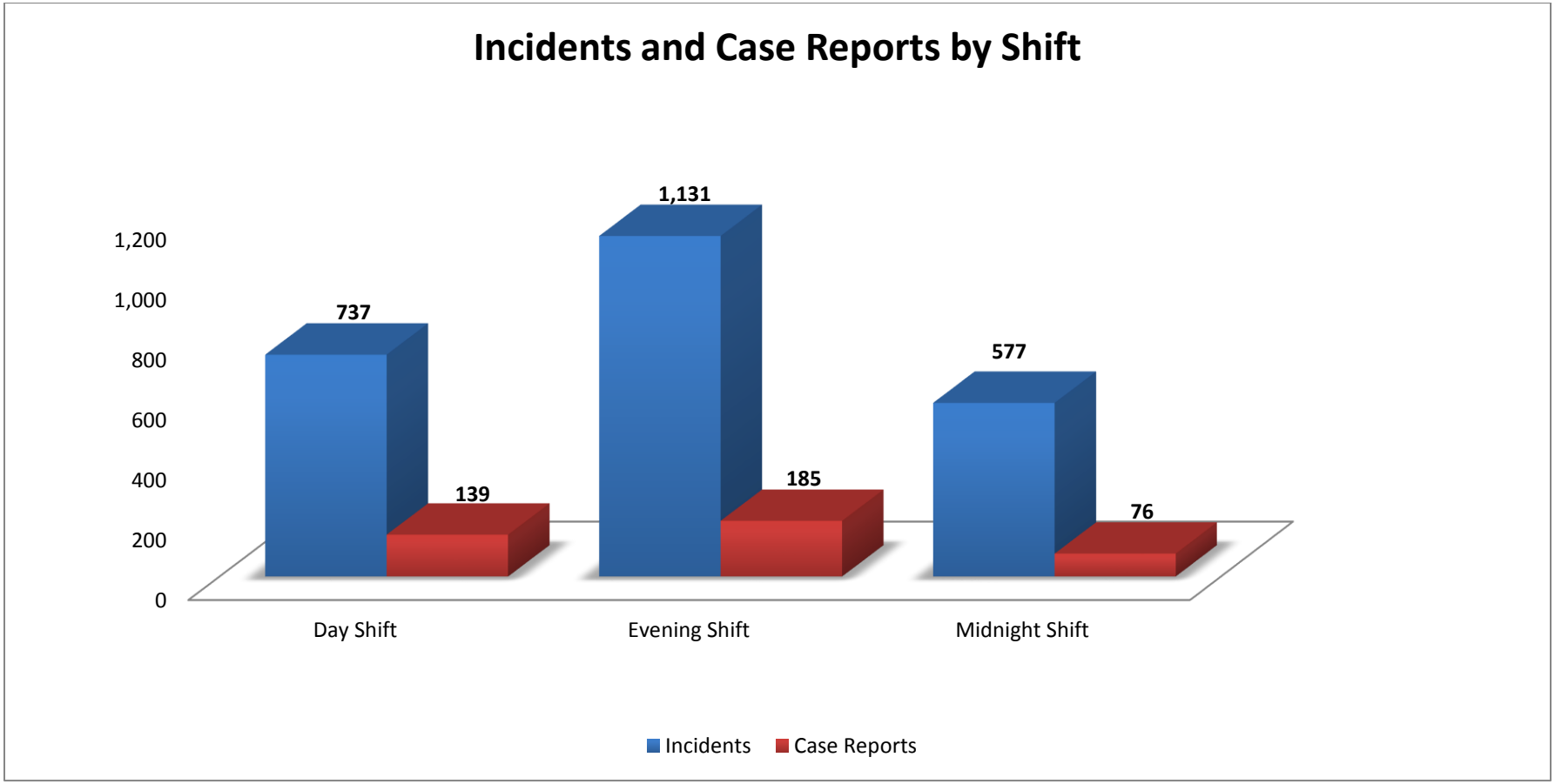
The table below illustrates the total of Incidents and Cases from February 1, 2019 thought February 28, 2019 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	76	23
1407 Dixon Blvd	64	31
1080 N. Fiske	40	11
1514 Clearlake Rd	20	5
800 N. Fiske	17	5
900 Friday Rd	9	2
1010 N. Fiske Blvd	6	2
1524 Clearlake Rd	6	0
TOTAL	**238**	**79**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.

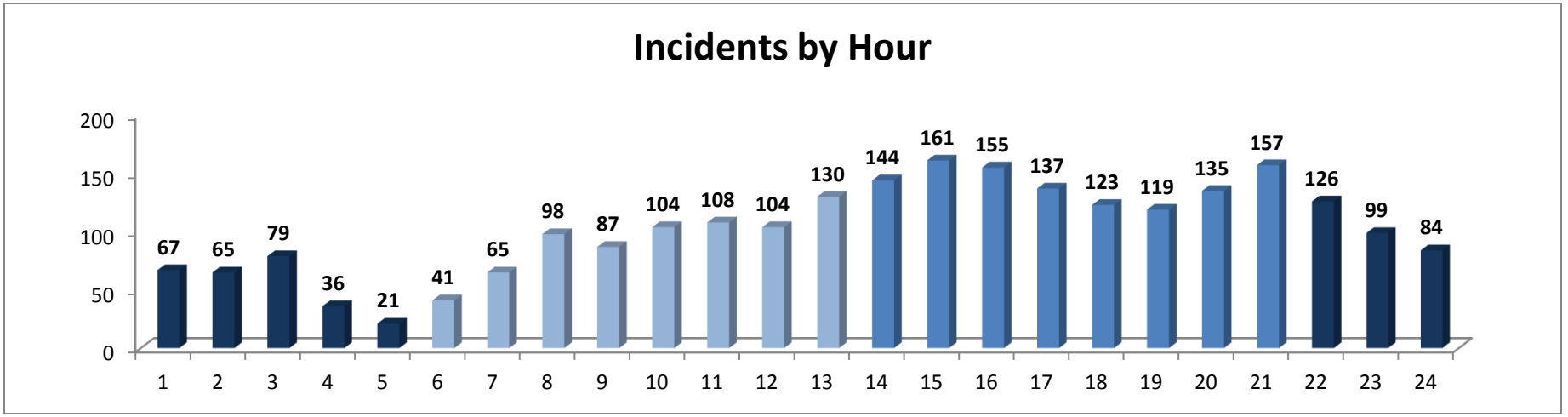


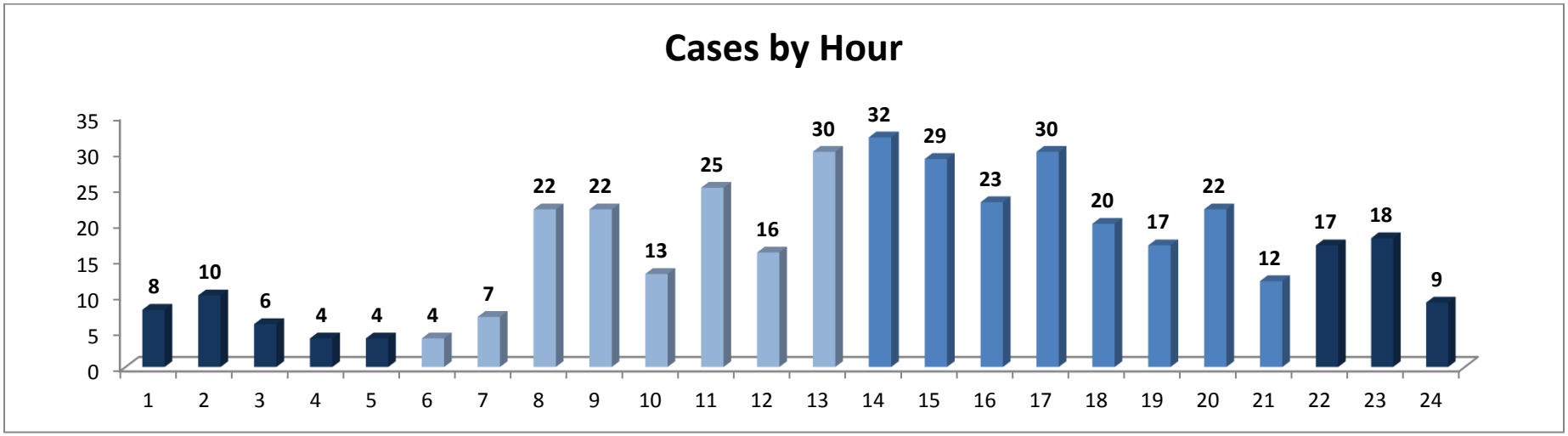
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Hour

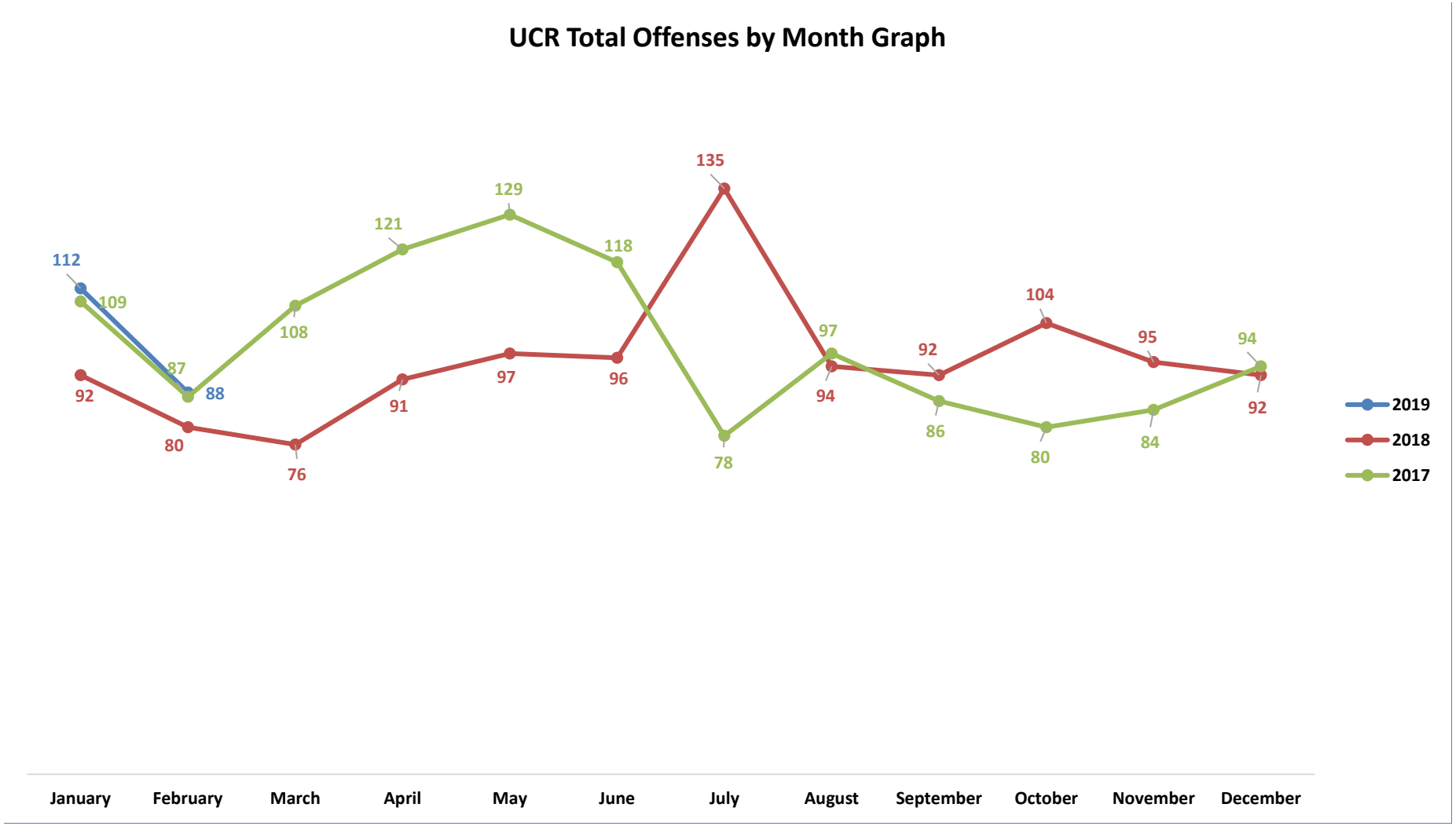
Note: The charts below illustrates incidents broken down by time of day. These totals do not reflect Patrol Checks.





Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month – 2019, 2018 & 2017



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department
Council Report

March 2019

Prepared by Dailaity Henson

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Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

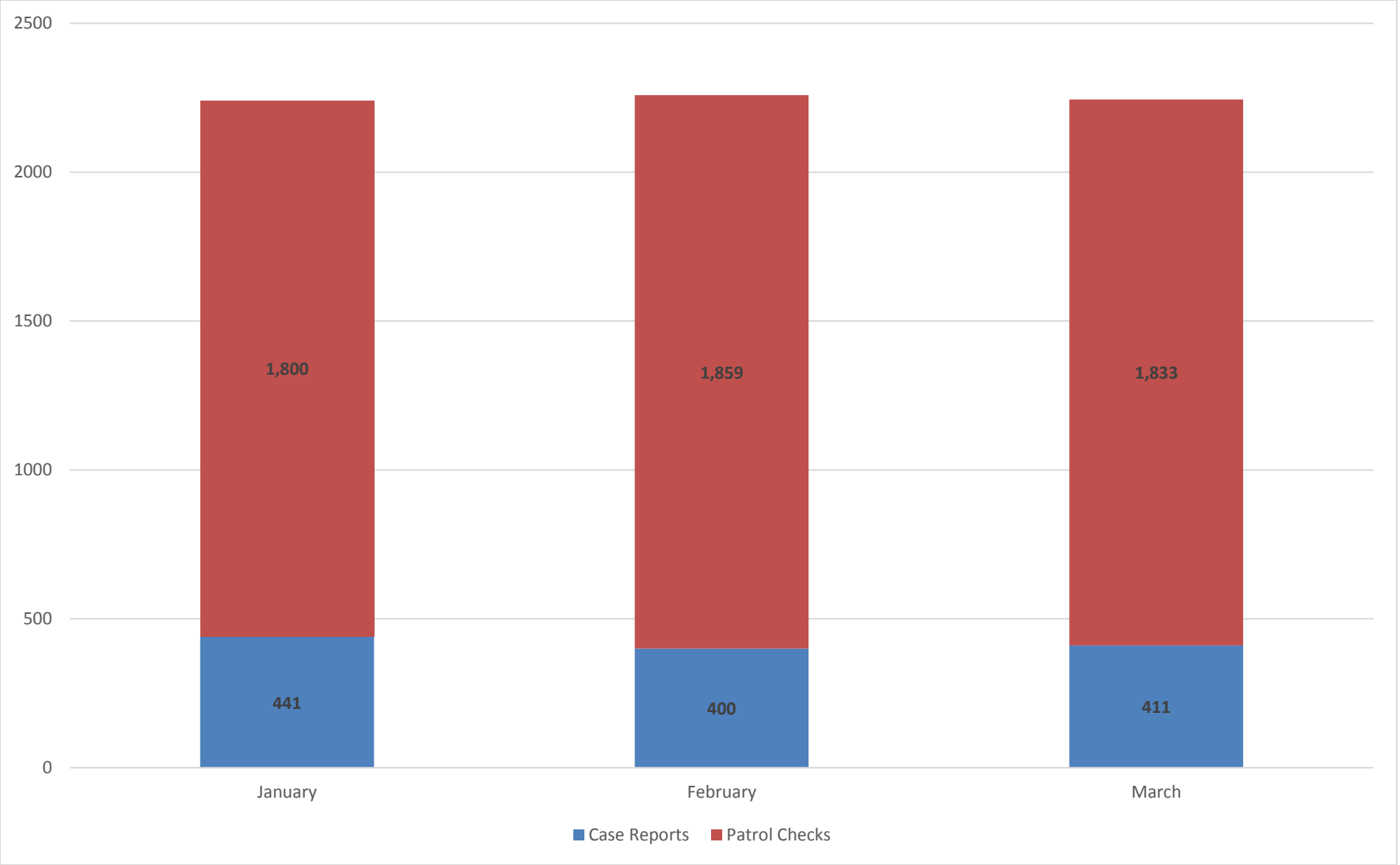
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for March 2019. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2017, 2018 and 2019.

- 4,661 incidents
- 411 Case Reports (9% of incidents)
  - 246 Criminal Case Reports (60% of all case reports)
  - 165 Non-Criminal Case Reports (40% of case reports)
  - 86 Criminal Case Reports were closed by Arrests/Capias Requests (35% of criminal case reports)
  - 14 Non-Criminal Case Reports were closed by Arrests/Capias Request (8% of non-criminal cases reports)
- 2,292 incidents were initiated by police officers (49%)
- District 2 experienced the most cases with a total of 137
- District 3 experienced the fewest cases with a total of 51
- Robbery Offenses have ***decreased*** by a 80% from the previous month
- Burglary Offenses have ***increaded*** by a 14% from the previous month
- Vehicle Theft Offences have ***decreased*** by 25% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by an 19%

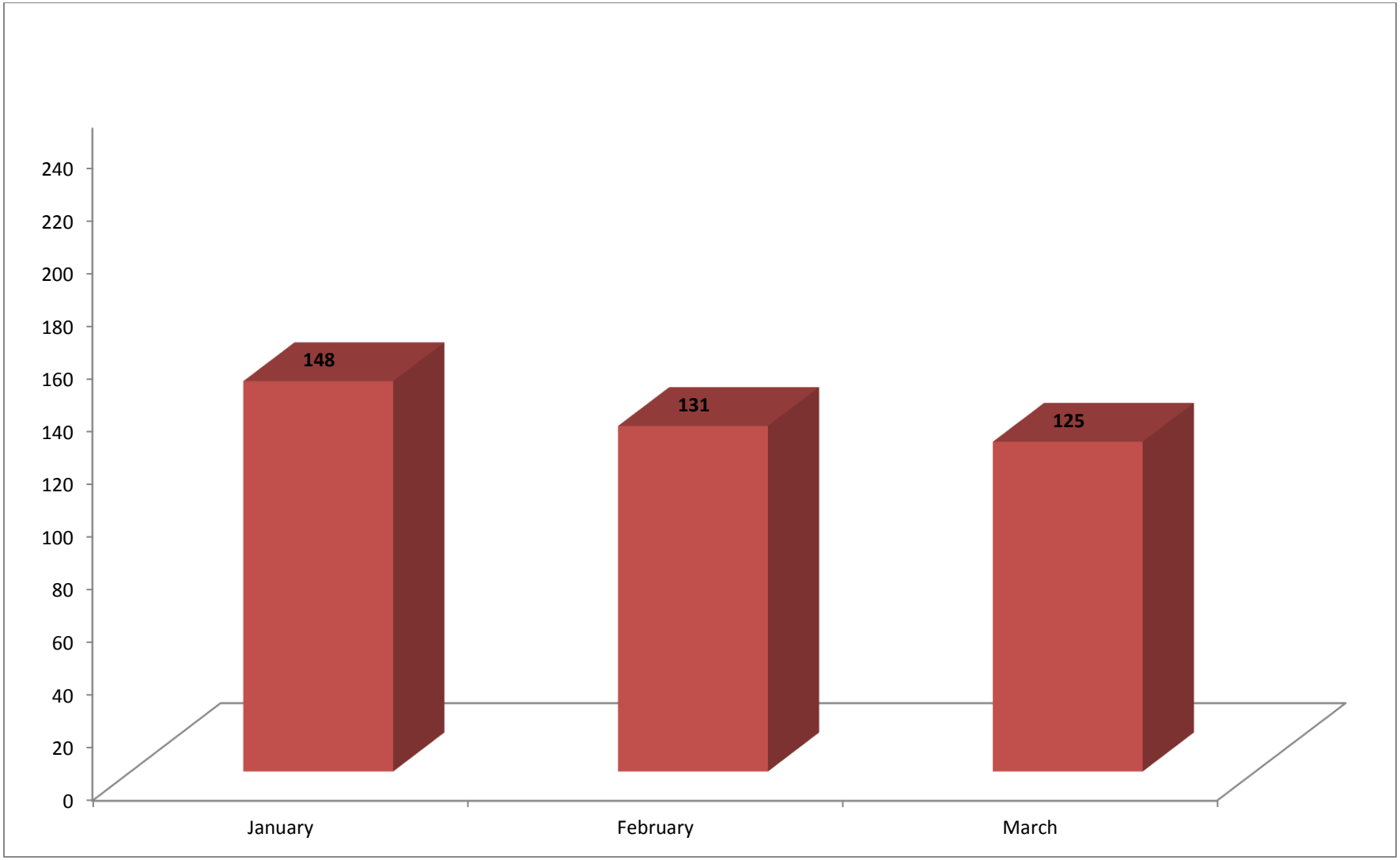
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



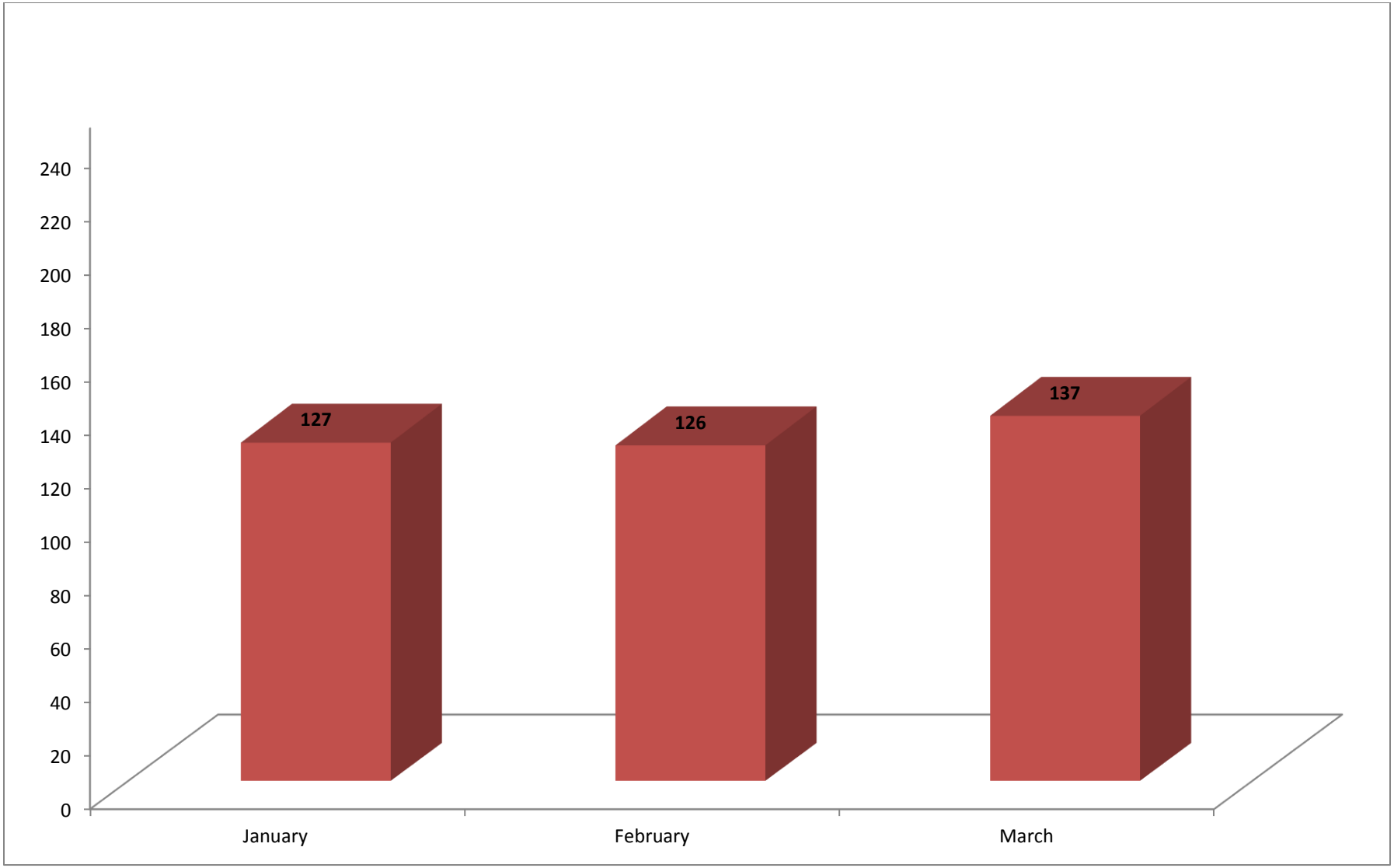
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



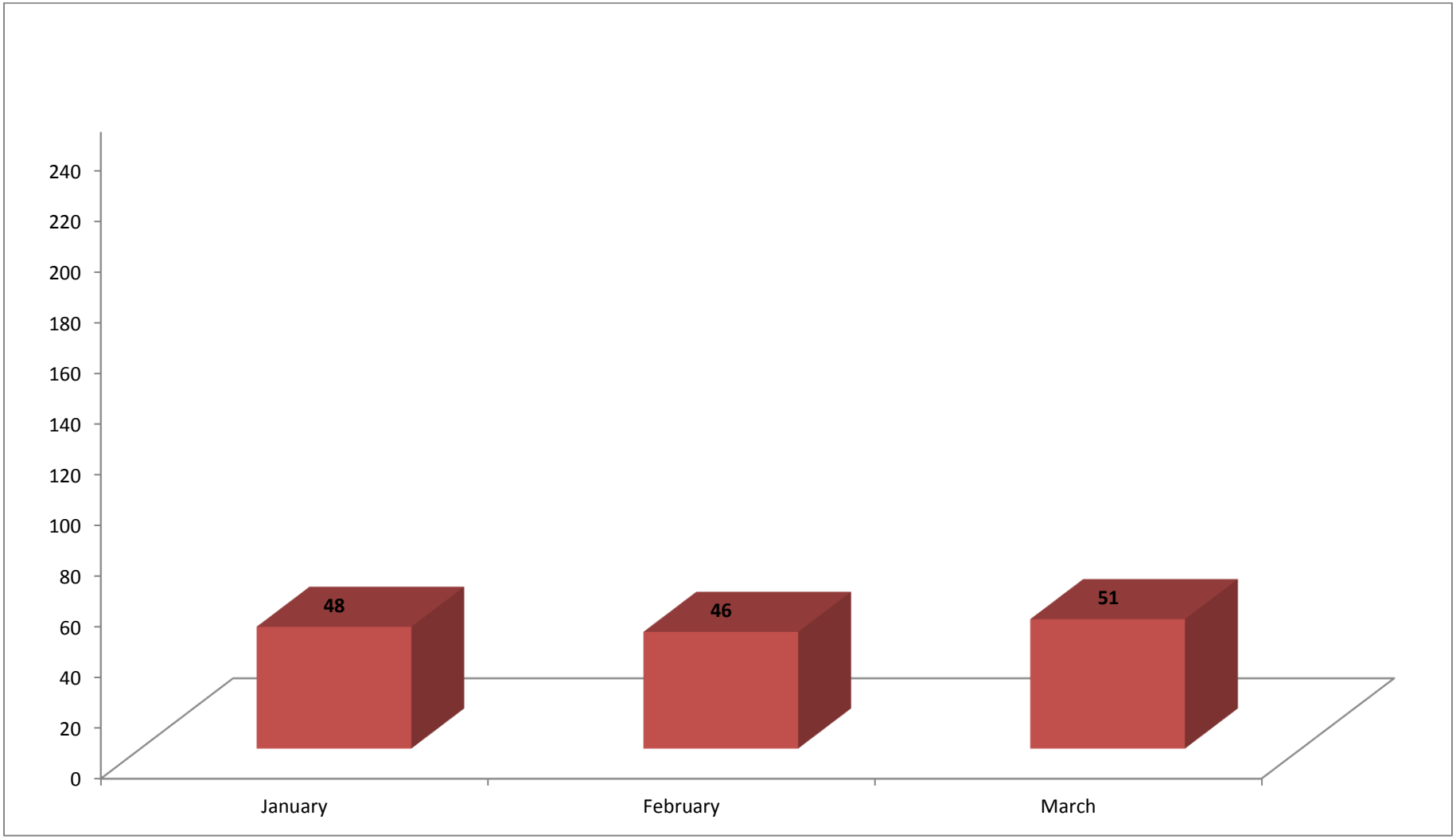
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



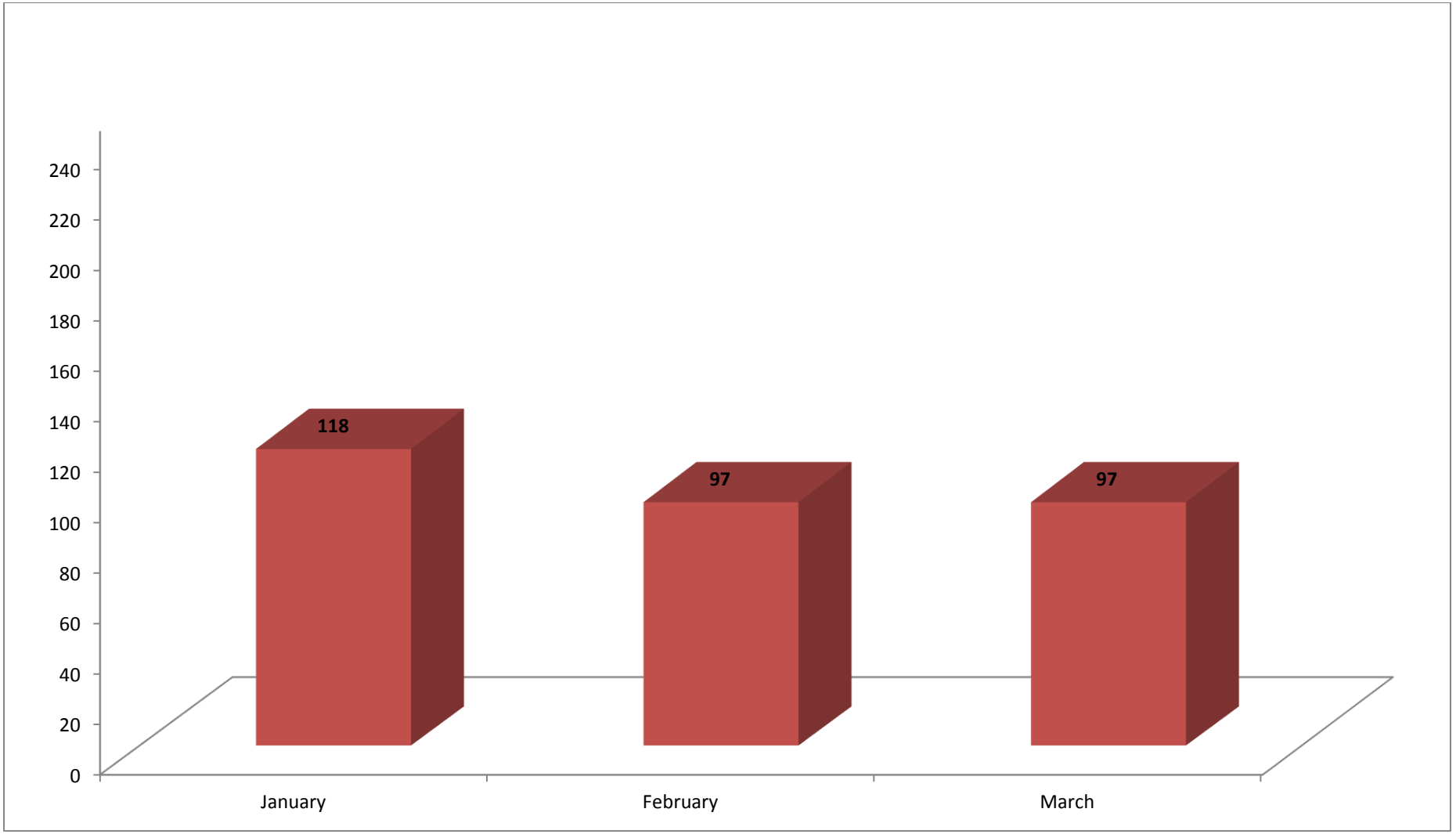
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

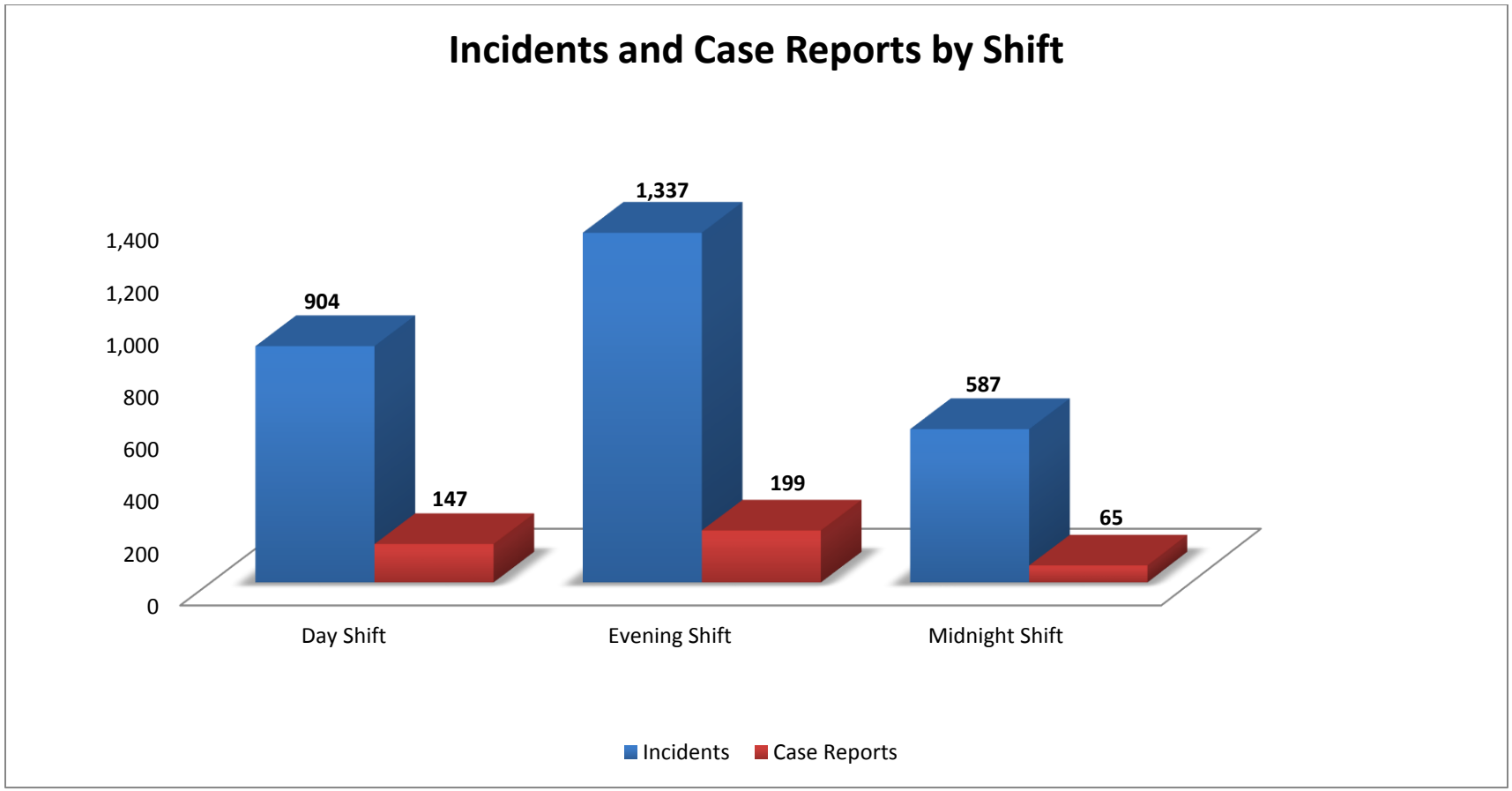
The table below illustrates the total of Incidents and Cases from March 1, 2019 thought March 31, 2019 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	85	25
1407 Dixon Blvd	52	28
1080 N. Fiske	42	6
1514 Clearlake Rd	25	6
900 Friday Rd	25	5
800 N. Fiske	18	3
1010 N. Fiske Blvd	13	2
1524 Clearlake Rd	9	2
TOTAL	**269**	**77**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.

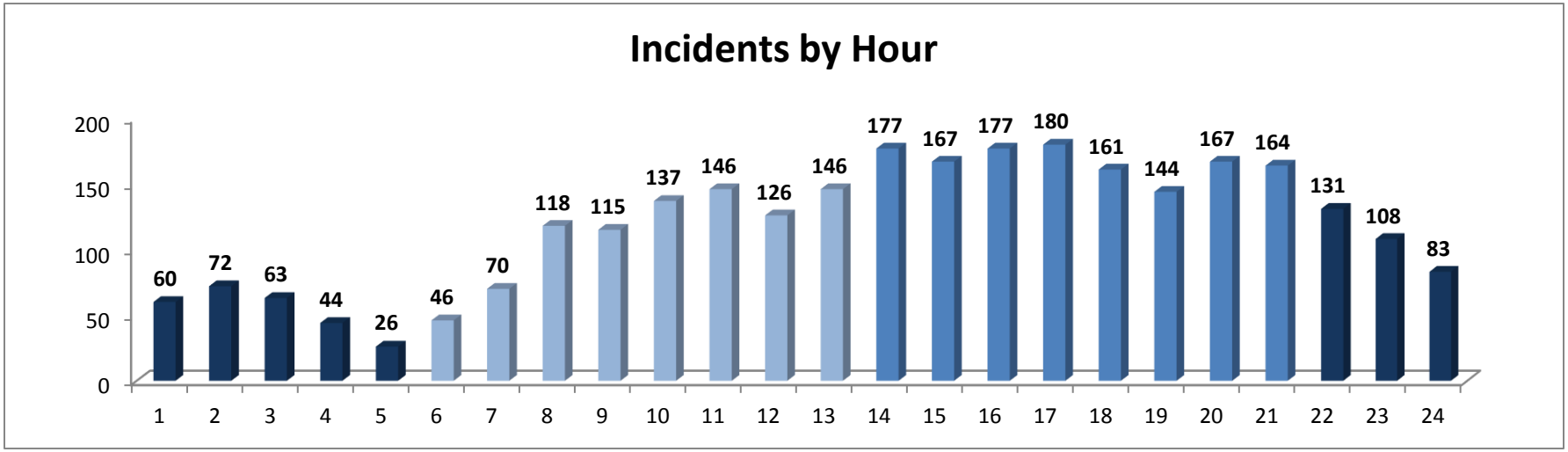


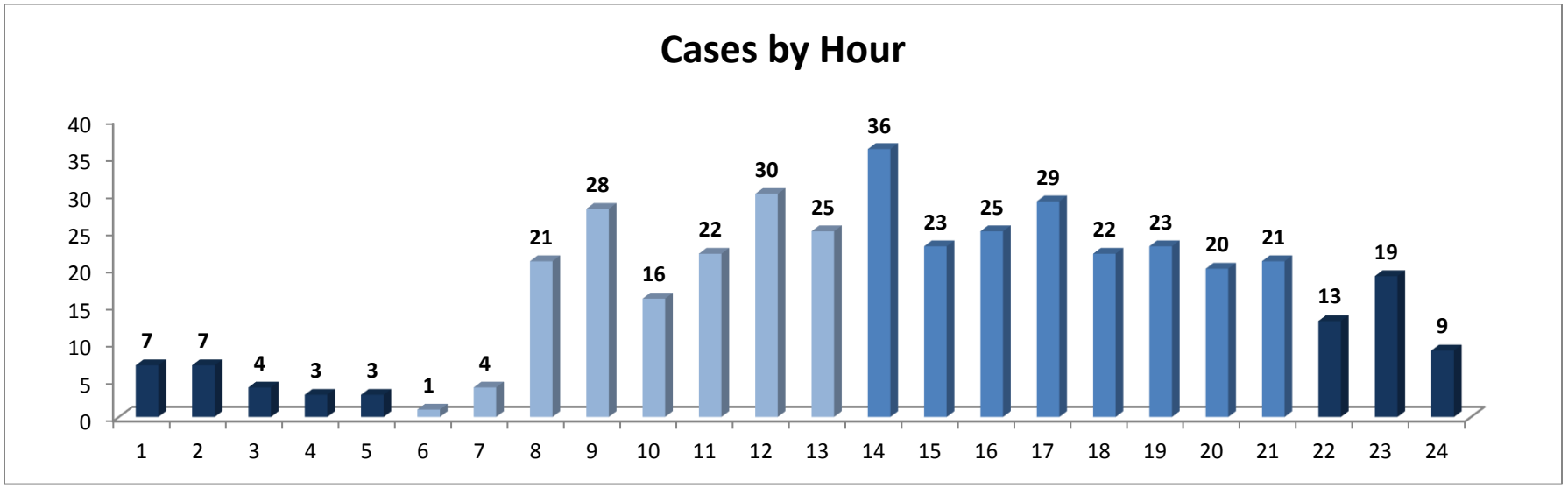
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Hour

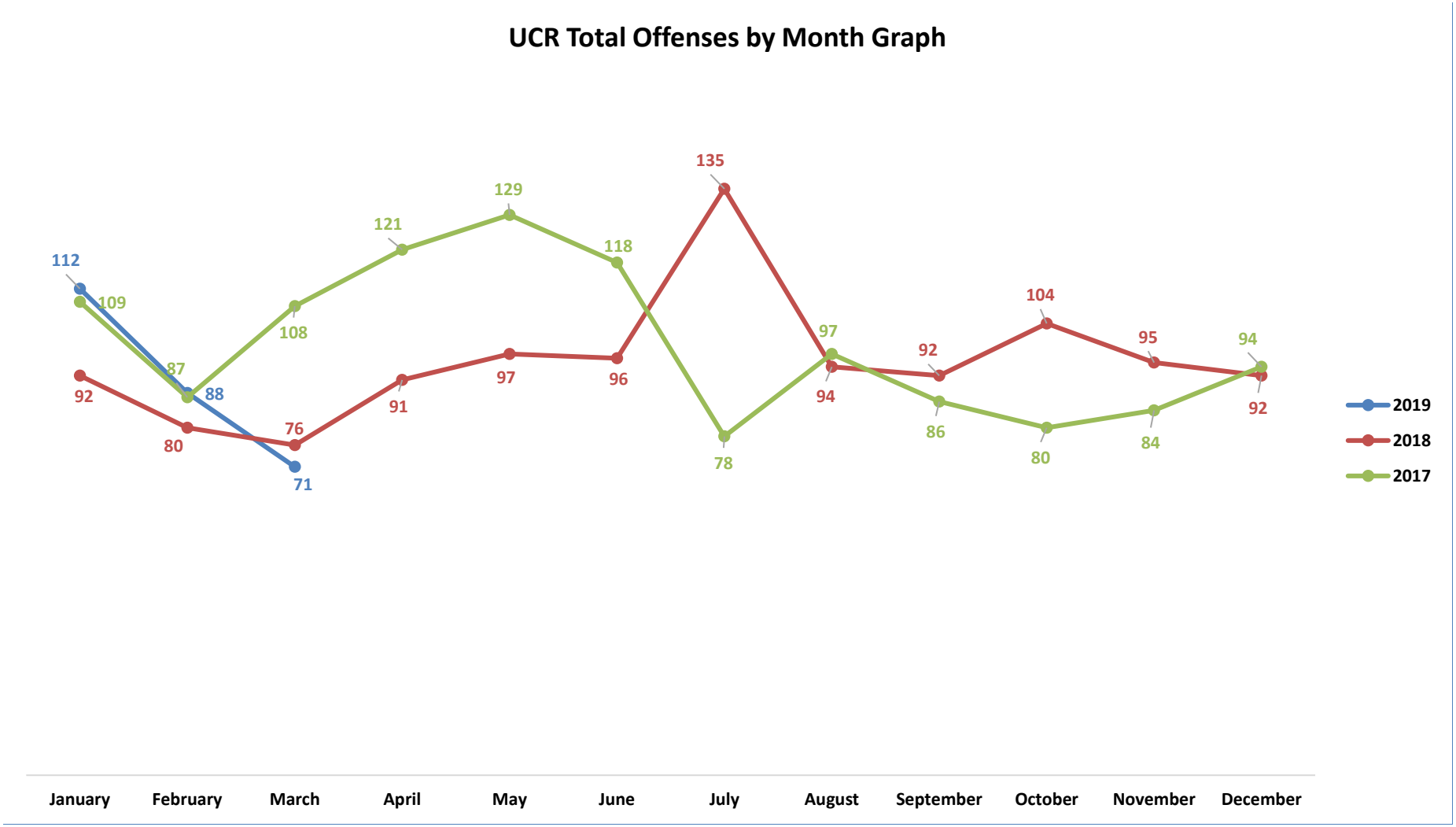
Note: The charts below illustrates incidents broken down by time of day. These totals do not reflect Patrol Checks.





Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month – 2019, 2018 & 2017



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst