City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final-revised

Tuesday, May 10, 2022

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 22-273 Approve the Agenda for the Regular meeting of May 10, 2022, as presented or with amendments.

Attachments: 05-10-2022 Short Agenda ADA.pdf

MINUTES:

II.2(a) 22-225 Approve the Minutes for the Budget Priorities & Goal Setting Workshop held on March 15, 2022, as written or with amendments.

Attachments: 03-15-2022 Minutes.pdf
EXHIBIT A: Endeavor Elementary School handout.pdf
EXHIBIT B: Budget Priorities & Goal Setting Workshop Presentation.pdf
EXHIBIT C: City of Cocoa Fire Rescue Demographic Data 2018-2022.pdf
EXHIBIT D: Petition submitted by Councilmember Dyal.pdf

II.2(b) 22-226 Approve the Minutes for the Regular City Council Meeting held on March 22, 2022, as written or with amendments.

Attachments: 03-22-2022 Minutes ADA.pdf
EXHIBIT A: Audit Report Presentation.pdf
E-Comment from K. Lortie Delegations Comment.pdf
E-Comment rec'd from K. Lortie re Public Hearing VI.1.pdf

III. AWARDS AND PRESENTATIONS:

III.1 22-254 Trash Bash Results & Awards Presentation.

III.2 22-253 Proclamation - May is Building Safety Month

Attachments: Building Safety Month.pdf

III.3 22-278 Proclamation: Proclaiming the last Friday of April as "Arbor Day 2022".

Attachments: Arbor Day 2022.pdf

III.4 22-45 Proclamation: Proclaiming the Week of May 15 - 21, 2022 as “National Police Week.”

Attachments: National Police Week.pdf

III.5 22-282 Proclamation: Proclaiming the Week of May 15-21, 2022 as "National Public Works Week."

Attachments: National Public Works Week.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 22-287 Authorize the City Manager to approve a change order with Cortez Heating and Air, LLC in the amount of $20,795 to expedite the delivery and installation of the Civic Center’s replacement cooling units under Bid # B-22-08-COC. Request Council to approve a Resolution Amending the FY 2022 Budget, BAF #22-085.

Attachments: Bid Tabulation Sheet.pdf
Cortez Heating and Air LLC B-22-08-COC.pdf
Budget Resolution FY 2022- ADA Compliant.docx
BAF 22-085-A-PW-HVAC Units Civic Center (5-10-22) Agenda 22-287.pdf

MULTI-YEAR CONTRACTS:

V.1(b) 22-213

Attachments: 190-0445-B(JA)PINWCOUNTY Service Agreement fully executed 8.10.21.pdf
PARTICALLY EXECUTED Standard Form for Piggyback Contract No. 190-044
E-Verify MOU.pdf
SIGNED E-Verify Affidavit.pdf

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 22-241 Consider the appointment of (1) one of the following applicants as a Regular member to the Diamond Square CRA for a three (3) year term: Astrid Heard, Alley Gallagher, Sean Johnson, Crystal McQueen or Michael Simpson.

Attachments: Astrid Heard.pdf
Alley Gallagher.pdf
Sean Johnson.pdf
Crystal McQueen.pdf
Michael Simpson.pdf
DS Consideration Letters.pdf
Diamond Square Redevelopment Roster.pdf

VII.2 22-247 Approve the current Code Enforcement Lien for the property located at 1146 Lake Dr., be reduced to $1,009.84.

Attachments: Lien Reduction Application.pdf
NOV - 1146 Lake Drive.docx
Order Imposing Lien.pdf
Cost Affidavit Form -1146 Lake Dr.xlsx
1146 Lake LR Sum.docx

VII.3 22-248 Requesting Council approval for a revised street closure date for the upcoming Historic Cocoa Village Main Street Car Show originally scheduled for April 2, 2022 as rescheduled to June 19, 2022.

VII.4 22-258 Approval of Shannon Lathem as Councilman Dyal's appointment to the Sustainability Advisory Board.

Attachments: Resolution No. 2021-128 (Amending the Composition of the SAB).pdf
Lathem Application.pdf
Consideration Letter.pdf
Sustainability Advisory Board.pdf

VII.5 22-263 Consider the reappointment of Ms. Pam Shaia and Mr. Dan Quattrocchi as members of the Board of Adjustment through May, 2025.

Attachments: Dan Quattrocchi Intent to Reapply.pdf
Pam Shaia Intent to Reapply.pdf
Board of Adjustment Roster.pdf

VII.6 22-283 At the request of Deputy Mayor Hearn, Staff is requesting that the City Council consider the residential rental notice ordinance recently proposed by the City of Tampa, Florida increasing the notification period related to the termination of certain month-to-month residential tenancies to 30-days, and requiring residential landlords to provide 60-days written notice to tenants when rents will be increased by more than 5%, and provide direction on whether the City Council desires to consider adopting a similar ordinance.

Attachments: Exhibit A - Tampa Ordinance - Rent Stabilization.PDF

VIII. CITY BUSINESS:

VIII.1 22-257 Approve a Resolution certifying that the Habitat for Humanity of Brevard program is consistent with the City of Cocoa's plans and regulations in order to comply with the provisions of the Community Contribution Tax Credit Program.

Attachments: Habitat Resolution - May 10.docx

CCTCP brief info 2022.pdf

City of Cocoa - Habitat CCTCP letter.docx

VIII.2 22-284 City Council approval to support a community-based program, providing grant funds to subgrantees, utilizing the State and Local Fiscal Recovery Funds (SLFRF). This program will provide funds to qualifying summer camp programs and services, for economically-disadvantaged school-age citizens residing within the City of Cocoa. Approve a Resolution, Amending the FY22 Budget, BAF# 22-082-T.

Attachments: NOFA Ad Cocoa's Summer for the Kids.doc

Budget Resolution FY 2022- ADA Compliant.docx

BAF 22-082-T-FN-Summer Camps ARPA (5-10-22) Agenda 22-284.pdf

IX. INFORMATIONAL AGENDA:

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	22-273	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/2/2022			**In control:**	City Council
On agenda:	5/10/2022			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of May 10, 2022, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-10-2022 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 2, 2022
Agenda Date: May 10, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of May 10, 2022, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of May 10, 2022, as presented or with amendments.

Agenda (Amended)
City of Cocoa
Regular Meeting of The City Council

Date: May 10, 2022
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of May 10, 2022. (22-273)

2. Minutes: (a) Budget Priorities & Goal Setting Workshop, March 15, 2022 (22-225)
(b) Regular Meeting of March 22, 2022 (22-226)

III. Awards and Presentations:

1. Trash Bash Results & Awards Presentation. (22-254). (Asst. to the CM/PIO)
2. Proclamation: Proclaiming May 2022 as "Building Safety Month". (22-253). (Community Services Director)
3. Proclamation: Proclaiming the last Friday of April as "Arbor Day 2022". (22-278). (Councilmember Koss)
4. Proclamation: Proclaiming the Week of May 15 - 21, 2022 as “National Police Week.” (22-45). (Chief of Police)
5. Proclamation: Proclaiming the Week of May 15-21, 2022 as "National Public Works Week." (22-282). (Public Works Director)

This Agenda may be Amended up until or at the Meeting

IV. Delegations:

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

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

V. Consent Agenda:

(A) General Consent Items:

1. Authorize the City Manager to approve a change order with Cortez Heating and Air, LLC in the amount of $20,795 to expedite the delivery and installation of the Civic Center's replacement cooling units under Bid # B- 22-08-COC. Request Council to approve a Resolution Amending the FY 2022 Budget, BAF #22-085. (22-287). (Public Works Director)

(B) Multi-Year Contracts:

2. Approve Participation in a Multi-Year Cooperative Purchase Agreement with Gossamer Bay, Inc. dba Universal Controls Instrument Service, Inc. for Flow Meters Parts, Repairs, and Recalibration Services Utilizing the Pinellas County, Florida, Contract #190-0445-B(JA) (ITB) effective August, 10, 2021 through August 10, 2026. (22-213). (Utilities Director)

VI. Public Hearings:

None.

VII. Council Business:

1. Consider the appointment of (1) one of the following applicants as a Regular member to the Diamond Square CRA for a three (3) year term: Astrid Heard, Alley

Gallagher, Sean Johnson, Crystal McQueen or Michael Simpson. (22-241). (Administrative Services Director)

2. Approve the current Code Enforcement Lien for the property located at 1146 Lake Dr., be reduced to $1,009.84. (22-247). (Chief of Police)

3. Requesting Council approval for a revised street closure date for the upcoming Historic Cocoa Villa ge Main Street Car Show originally scheduled for April 2, 2022 as rescheduled to June 19, 2022. (22-248). (Asst. to the CM/PIO)

4. Approval of Councilman Dyal's appointment, Ms. Shannon Lathem, to the Sustainability Advisory Board. (22-258). (Administrative Services Director)

5. Consider the reappointment of Ms. Pam Shaia and Mr. Dan Quattrocchi as members of the Board of Adjustment through May, 2025. (22-263). (Administrative Services Director)

6. At the request of Deputy Mayor Hearn, Staff is requesting that the City Council consider the residential rental notice ordinance recently proposed by the City of Tampa, Florida increasing the notification period related to the termination of certain month-to-month residential tenancies to 30-days, and requiring residential landlords to provide 60-days written notice to tenants when rents will be increased by more than 5%, and provide direction on whether the City Council desires to consider adopting a similar ordinance. (22-283). (Deputy Mayor Hearn)

III. City Business:

1. Approve a Resolution certifying that the Habitat for Humanity of Brevard program is consistent with the City of Cocoa’s plans and regulations in order to comply with the provisions of the Community Contribution Tax Credit Program. (22-257). (Community Services Director)

2. City Council approval to support a community-based program, providing grant funds to subgrantees, utilizing the State and Local Fiscal Recovery Funds (SLFRF). This program will provide funds to qualifying summer camp programs and services, for economically-disadvantaged school-age citizens residing within the City of Cocoa. Approve a Resolution, Amending the FY22 Budget, BAF# 22-082-T. (22-284). (Finance Director)

Multi-Year Contracts:

None**.**

IX. Informational Agenda:

None.

X. Reports:

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

XI. Adjournment:

XII. Notice To The Public:

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Legislation Details (With Text)

File #:	22-225	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	4/14/2022			**In control:**	City Council
On agenda:	5/10/2022			**Final action:**	
Title:	Approve the Minutes for the Budget Priorities & Goal Setting Workshop held on March 15, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-15-2022 Minutes.pdf EXHIBIT A: Endeavor Elementary School handout.pdf EXHIBIT B: Budget Priorities & Goal Setting Workshop Presentation.pdf EXHIBIT C: City of Cocoa Fire Rescue Demographic Data 2018-2022.pdf EXHIBIT D: Petition submitted by Councilmember Dyal.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2022
Agenda Date: May 10, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Budget Priorities & Goal Setting Workshop held on March 15, 2022, 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 Budget Priorities & Goal Setting Workshop held on March 15, 2022, as written or with amendments.

MINUTES
CITY OF COCOA

BUDGET PRIORITIES & GOAL SETTING WORKSHOP

March 15, 2022

A Budget Priorities and Goal Setting Workshop was held on Tuesday, March 15, 2022, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 10:04 a.m.

Any actions taken today may vary from one meeting to the next.

Ms. Debbie Lyons provided the invocation and Mr. Ed Green led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor (attended via phone)
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Lorne Stinnett, HR Manager/ Acting Administrative Services Director; Jack Walsh, Utilities Director; Charlene Neuterman, Interim Community Services Director; Rob Bobay, Police Major; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Rob Beach, Chief Technology Officer; Samantha Senger, Assistant to the City Manager/PIO; and Erik Montgomery, Helpdesk Support Tech, and Samuel Byrd, Deputy Fire Chief.

I. Meeting Topics:

1. Budget Review

City Manager Whitten advised that this is the first of many workshops in the budget setting process and to review the expiring Strategic Plan. He pointed out that there was a conflict with the April 7th session so they need to reschedule that meeting.

Councilmember Koss added that SCTPO was holding their Strategic Planning Session on that date and explained that she is the SCTPO representative for Cocoa and it is an important meeting to attend.

City Manager Whitten further announced that previously the City has only video recorded the workshops and they were asked to stream today's session, and asked Council's preference. They split it up into two sessions online to avoid any technological issues.

Additionally, there is a section for public input so it is their decision on where they want to do that. There are representatives from Endeavor Elementary here who would like to provide a brief presentation.

Mayor Blake asked those who wished to speak to come forward. He would like for Endeavor to go first.

Councilmember Dyal agreed to hear comments beforehand and Councilmember Koss would like to give everyone a time certain in the event that they cannot sit through the whole six hours. She would also like to see citizen input and discussion at the beginning as it may help in their discussion.

Deputy Mayor Hearn was in agreement for Endeavor to go first as well.

Ms. Debbie Lyons, introduced herself as the new Community Partnership Director at Endeavor Elementary School. She provided a handout[1] to Council.

She spoke about various help that the Community Partnership has been able to offer and noted that they would like to continue the tradition of being able to provide glasses to children. She spoke about other budget requests as well and pointed out that one of their major struggles was the service part of providing families with what they need.

[1] EXHIBIT A: Endeavor Elementary School handout

Ms. Vanderpool, who works with the program as well, extended an additional thank you for the establishment of the Endeavor partnership. She mentioned that by knowing the demographics of the area it was important to know the needs of the students. There are a lot of needs and having a partnership makes it easier to come together and collaborate. She spoke about some of the services such as dental care, the summer camp, and medical expenses that they were able to help families with last year.

Ms. Lyons and Ms. Vanderpool proposed the following budget requests in order to help them continue helping the students and families:

- Expanded Learning Coordinator: $10,000
- Wellness Support Coordinator: $10,000
- Medical/Dental/Vision Copays: $25,000
- Academic Summer Camp: $75,000

Brief discussion was held on the programs at Endeavor.

It was decided that a three-minute time limit would be set for those of the public wishing to speak.

Kristin Lortie, Cocoa resident, felt that today's agenda was a little confusing as she has a presentation as well. She advised that several Cocoa citizens got together on two different dates to discuss strategic planning. She provided a brief overview of the priorities that the group discussed and provided Council with a handout that included their priorities.

Marilyn Ross-Smith, Cocoa resident, spoke about National Gun Violence Day where everyone wears orange in order to show their support. She further spoke about small businesses and asked for a small facility where those businesses could rent office space.

Councilmember Koss thanked her for that suggestion and advised it was a growing movement and Councilmember Goins mentioned that the incubator was a great idea and that the old Joe Lee Smith Center would be a great building for that type of use.

Linda Dolphin, Cocoa resident, suggested that Council ask the City for a budget that would not require a millage increase and that before the millage was voted on, they require that staff gets together to ensure monies were not being wasted.

Discussion was held on millage rate and the budget process. Councilmember Goins advised that the departments work very hard to give an itemized list of what their needs are.

City Manager Whitten further stated that there are a series of workshops and meetings held each year for Council. Staff explains how the budget is built and he pointed out that they rely heavily on the water utility. The narrative that has been put out there is that there will be a millage increase. There is a conscientious approach to doing the budget and not all requests are approved.

Budget Presentation:

Ms. Bowman provided a presentation[2] and explained in detail how the budget process is completed each year.

Ms. Bowman explained General Fund Revenues by source. Additionally, she spoke about the tax year 2021, which was Fiscal Year 2022, and the millage rate increase, as well as how it impacted single-family property owners.

City Manager Whitten pointed out the two charts and that the majority of taxable properties are $50,000 or less. He wanted to correct the misinformation that was put out last year and to show that the residential side is tilted heavily to the taxable valued properties that are $50,000 or less. Further discussion ensued on the millage rate.

The salary and wage increase that was done was discussed as well as General Fund Deferred Capital.

Additionally, it was noted that some of the street paving was done with the $8 million and that program had been increased significantly.

FY 2022 General Fund CIP requests were discussed in detail and it was further explained how CIP requests are handled. Charging stations were brought up and it was mentioned that was something they needed to think about as many car manufacturers were going to strictly electric.

Ms. Bowman advised that during this time of the year staff provides a FY 2022 General Fund Budget update. It is also provided to Council on a monthly basis to

[2] EXHIBIT B: Budget Priorities & Goal Setting Workshop Presentation

keep them informed as to where they are at. The FY 2022 Water/Sewer Fund and FY 2022 Stormwater budgets were also reviewed.

Mr. Smith shared information regarding fuel costs and how they budget for those. Labor costs will be going up as well, so those items are going to fluctuate with the way prices are constantly changing.

Ms. Bowman pointed out that the labor agreements already have salary increases built in from last year.

She discussed the budget development process and stated that the fiscal year is from 10/1 to 9/30.

Next, Ms. Bowman spoke about new money in the General Fund (estimated), increased expenses in the General Fund (estimated), and how they balance the General Fund Budget.

In closing, Ms. Bowman provided the FY 2023 Budget Calendar and explained what the upcoming meetings would entail. She added that at the May 26th workshop staff would ask for a proposal on a millage rate.

At the City Manager's request, Chief Lamm provided information on the City of Cocoa Fire Rescue Demographic Data 2018-2022[3].

Chief Lamm spoke about the demographics and that it appears that they have a low volume of African American's that have applied. He provided further information about their applicant pool and wanted Council to be aware that they have been active in job fairs and high schools to recruit the fire department and to make it more appealing. They also try to show them the importance of public safety. They are trying to increase participation in local schools and with the school board to possibly teach the profession.

In doing this, it will also come with the need for funding. They will need a training ground and the ISO states that you have to have two acres and a training facility. This will also help increase the ISO rating as well as to help them meet the requirements of the National Fire Protection Association which would allow training in the City. Chief Lamm was a part of the training program in Clay County and it has proven to be a good partnership with their local school board. He feels that this is one way they can move forward with the community.

[3] EXHIBIT C: City of Cocoa Fire Rescue Demographic Data 2018-2022

*** MOTION by Councilmember Dyal; Seconded by Mayor Blake, to take a 30-minute break for lunch[4].**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. 2016-2021 Strategic Plan Review

City Manager Whitten advised that in this section of the Workshop they would be discussing the Strategic Plan. He stressed that this is the first draft and there will be dialogue in order to improve it and share their thoughts.

Ms. Senger reviewed the 2016-2021 SWOT Analysis (Strengths, Weaknesses, Opportunities, and Threats), as well as the Strategic Issues.

City Manager Whitten pointed out that the former plan was over one hundred pages and out of 8 strategic issues, there were 23 goals, 59 objectives, and 225 initiatives.

Ms. Essing reviewed the City's demographics and explained staff wanted to show this in order for them to see where they go from here. The City has grown but is still considered a young city.

Cocoa is also the most diverse city in Brevard County. She spoke about home ownership and noted that 54% are owner occupied.

Home ownership, the Hispanic population, and property values were discussed.

City Manager Whitten explained the next slide which was comparing the old strategic plan to the new strategic plan.

Discussion was held on the difference of "strategic" and "priority". Councilmember Koss believed it was important for government to have a strategic long-range vision and provided the example of annexations.

City Manager Whitten reiterated that this was not a perfect document but would be built upon.

[4] The Workshop stopped at 12:03 p.m. in order to take a lunch break.
The Workshop reconvened at 12:40 p.m.

Ms. Senger provided the 2022 SWOT Analysis and pointed out a few changes; however, most are still relevant.

Ms. Senger explained why the non-competitive pay scale was removed as well as Port Canaveral, and spoke about the addition of Brightline.

City Manager Whitten asked Council if they had any items they wished to add.

Councilmember Koss advised that she has had community meetings in regards to this and suggested that Viera and other Brevard Municipalities be removed, as she does not feel those are a threat.

She listed the following strengths and provided her reasonings behind her suggestions: Demographics, Relative Affordability, Churches, District 4 as an Educational Hub, Tree City USA, Center for Distribution Centers, and Joe Lee Smith Center.

Mayor Blake asked on her suggestion for “Relative Affordability” if it could read “Relative Attainability”. She agreed that would be good.

Mayor Blake added that he takes great pride in staff and listens to his constituents. There is a lot of development taking place due to the two large distributors and the Brightline construction. He believes that they need to collaborate with the business industry, staff, and constituents.

Councilmember Goins agrees and mentioned annexations. He feels that there are some who do not know how to go about being annexed.

City Manager Whitten explained why they are doing this workshop and that they needed to stay with one category at a time. Both Councilmember Goins and Councilmember Dyal agreed with the additions to Strengths.

Next, they reviewed Weaknesses:

Councilmember Koss suggested the following additions: Limited control over parks, Affordable business space for entrepreneurs, Incentive for employees to live in Cocoa, to be representative of the population, Aging wastewater treatment plant and limited real estate where it is located, and a Sustainability lens.

At the request of City Manager Whitten, Mr. Walsh provided an overview of the waste water plant and infrastructure, and plans for the future of the facility.

City Manager Whitten believed that should not be listed as a weakness but as an opportunity.

Deputy Mayor Hearn asked about properties around the plant and if any were for sale and asked if the lack of sidewalks in neighborhoods would be listed as a weakness or opportunity.

It was noted that would be under Image.

Councilmember Dyal mentioned the building department and that there is an issue as many do not want to work with the City because of the permitting process. He believes that process needs to be sped up.

City Manager Whitten pointed out that some projects are more complicated than others. He does not want to appear defensive but that issue could be organizational effectiveness.

Councilmember Goins felt that Weaknesses and Image/Reputation are being worked on.

Councilmember Koss added that the irregular city boundaries could affect the city's image. Mayor Blake agreed.

City Manager Whitten reiterated the suggested Weaknesses: Limited control over parks, Affordable business space for entrepreneurs, Incentive program for City employees to live in the City, To be representative of the population, Aging wastewater treatment plant and limited real estate where it is located, and Sustainability lens.

The issue of crime was discussed in detail and Councilmember Goins announced that there were several people in attendance to discuss this issue.

Councilmember Dyal wanted to address Cocoa Village as he believes what happened on Friday night was uncalled for.

Deputy Mayor Hearn voiced his thoughts about the Village and that there is an opportunity to speak about crime but also an opportunity to be proactive about crime. He does not want to put the image out there that there is a problem.

Mayor Blake advised that there was one card submitted in regards to crime and stated that he was born and raised in Cocoa. He believes in accountability and in this room are parents, grandparents or soon to be. If you show favoritism, you have to think about all. Thank goodness no one was injured.

Pam Shaia, spoke in representation of HCVMS, which represents over 100 people in the Village. She mentioned the recent crime that happened and stated that under Strengths they have Cocoa Village and under Weaknesses there is image and crime. Several letters were sent asking to give the City Manager authorization for public safety in the Village. She and the merchants thanked the Cocoa Police Department for their quick response, as there were thirty-two bullets shot. She urged for immediate budget for extra patrols as well as it to be in next years' budget.

Councilmember Goins has been voicing his concerns about this all year and unfortunately, sometimes it takes something bad to happen for something to be done. They are there to protect the community and the Village needs coverage during busier times.

* **MOTION by Councilmember Goins, to fund off-duty officers to protect Cocoa Village during the times of Thursday to Saturday, from 11 p.m. until 3:30 a.m. until this fiscal year is over. Councilmember Koss Seconded the Motion.**

Deputy Mayor Hearn was in agreement but asked if there was already manpower to cover this.

City Manager Whitten advised that he wrote it to enhance protection in the Village.

* **Councilmember Goins Amended his Motion to include any necessary budget transactions. Councilmember Koss Seconded the Amendment.**

Further discussion was held on issues in the Village and everyone felt it was their job to make sure that the Village was safe and protected.

Mayor Blake pointed out that this is not the first time something has happened at the business and has spread to the streets. If it keeps occurring, there is a

problem. Cocoa does have an image and he does want to protect the Village but there is an issue.

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)[5]

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to Reconvene the meeting.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Opportunities were discussed and Councilmember Dyal thought that a trade school needed to be opened in Cocoa and felt it would be beneficial. Mayor Blake agreed and that it would take collaboration with Brevard Public Schools and Eastern Florida State College.

Councilmember Koss added the following under City Opportunities: Bracco Pond, Jewel and Leon Collins Museum, Porcher House, Brevard Museum, Eco-Tourism, Grant Eligibility, opportunity to build more bike pathways, low impact development, and embrace Spanish as a second language.

Ed Green, 104 Riverside Drive, Cocoa, mentioned a few opportunities and advised that there is a lot of interest in building in Cocoa, both rentals and ownership. This will bring new residents to Cocoa which will lead to a broader tax base and could be a solution to budget issues. The opportunity is that there is interest in new residential construction and there are areas of the city that will benefit. Another opportunity is that there is a lot of commercial property along the US 1 Corridor that are good properties that have recently been updated. He felt the city should

[5] The Workshop stopped at 1:52 p.m.
The Workshop reconvened at 1:57 p.m.

be working with the landlords and agencies who are looking for opportunities. A Threat is the condition of the Lagoon.

Purvette Bryant, 373 Stone Street, Cocoa, feels that this workshop is informative and would recommend that Diamond Square be listed as an asset as the area is growing. She is both a business and property owner in Diamond Square and believes that it should be presented as an asset, especially with the new Joe Lee Smith Center. She liked the idea of the old Joe Lee Smith Center possibly being used as an incubator for small businesses or as half medical/business. Ms. Bryant thanked Council for the support for the business start-up program and would like more affordable housing in Diamond Square. There is open land on Rosa L. Jones and noted property values were strong. It could hold multi-family housing or a mixture of housing. Lastly, she asked Council to reconsider the reopening of Stone Street.

Kristin Lortie, Cocoa resident, spoke about opportunities and citizens of Cocoa. She wished that the chairs in this workshop were full as she wants citizens to be involved and for it to be like the vision statement says. She feels that citizens are sometimes viewed as a threat. She believed that there could have been more participation today but that the effort was not extended. Ms. Lortie spoke in furtherance about citizen participation and what it could be like. She commended Councilmember Koss and Deputy Mayor Hearn for the meetings they held with citizens. She has not felt included in this meeting and believed there were many who would have come if they knew more about it. She has submitted priorities to be reviewed and would like citizens to be considered as opportunities.

Mayor Blake stated that this is a representative democracy where people vote for you and trust you. There are always people calling him and they are well aware of the meetings. Several attended and had to depart due to other commitments. He stressed that the City Manager and staff are doing an outstanding job.

Councilmember Koss would like to add the bullet of citizens engagement as well as that they have had more participation than when she was first elected. Each councilmember has their own way of filling seats and she sees Mayor Blake at events gathering his information. They all do things their own way.

Mayor Blake was in favor of Diamond Square being added as well.

Councilmember Dyal added that he walks in his district and talks to a lot of people. He meets people and learns a lot that way. Additionally, it is the same people at every meeting.

Councilmember Goins is good with Diamond Square being added as a strength and opportunity. As far as citizen engagement, people care about what they care about, just like the group who came forward regarding public safety.

Mayor Blake noted it was hard to be humble when the truth is not disseminated correctly.

Threats were mentioned and one that was pointed out was not having enough housing.

Ms. Essing spoke about the lack of services due to economics. She explained that if you are doing anything outside of manufacturing there are limited resources. She further added that there are not a lot of health services and service businesses (such as restaurants).

City Manager Whitten stated that the business we are in is a service organization and we are providing services to our citizens. The biggest threat he believed is the competition for municipal employees. He was good to remove Viera/Other Brevard Municipalities from the list.

The following list of Threats was reiterated: Lack of Attainable Housing, Homelessness, Lack of healthcare services, and lack of industry.

Councilmember Koss added the following to Threats: Climate change, Sea Rise Level, Intense storms, Extreme heat, Lagoon, Unmanaged growth, Civic engagement and feeling welcomed, and the Disinvestment in EFSC.

Mayor Blake questioned unmanaged growth. In response, Councilmember Koss explained that it was where you let anyone come in and do anything they want. Mayor Blake stated that all can be assured they will never have unmanaged growth in the City. There is staff, City Manager, City Attorney, and boards that ensure things are done and that they are done correctly.

Linda Dolphin, Cocoa resident, lived in Fort Lauderdale, Florida and it was the worst overgrown area. She believes in staff but felt Council could be involved in growth decisions.

Tara Gabor, Cocoa resident, also trusts staff but with an influx of people moving in to Cocoa, there should be goals set and then they should figure out ways to do it.

Mayor Blake advised that there are zoning classifications for building and they designate these areas based on Council's recommendations.

Kristie Lortie, Cocoa resident, spoke about Threats and the idea of managed growth. She lives in Emerald Lakes near the Flying J. She explained that there are a lot of trees in the area that will eventually become something, as well as there will be a parking lot for the car dealership. Her concern is the trees, as she would love to keep those. Right down the road is Junny Rios Park and soon a Dollar General, with the Cocoa Conservation Area right behind there. It would be great to have a trail in that area, as right next to the easement access is where Dollar General is being built. She feels an opportunity was missed there from Junny Rios Park and the Cocoa Conservation Area.

City Manager Whitten advised that 136 acres were donated to the City as part of a development agreement by the Cocoa Conservation Area. There are two access points, one off of Cox Road and one off of SR 524.

The City's current Mission Statement was stated and they were not suggesting any changes to that. It is as follows:

"To enrich the quality of life for our unique and diverse community by delivering Professional, Responsive, Innovative, Dedicated and Exceptional public services!"

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Ms. Senger provided the new Vision Statement that was being recommended. It is as follows:

"We envision Cocoa as a safe, vibrant, environmentally conscious city that is diverse, rich in history, and promotes a creative and inclusive community with ample employment, housing, recreational, and social opportunities for all."

Ms. Essing read the Core Values and noted that they were unchanged with the exception of changing Leadership to Community Engagement. All were in favor of that change.

Kristin Lortie, Cocoa resident, does not feel that the new vision statement is the same. She felt that the old statement was sacred. She also felt that safe schools should be included as it is in the demographics. She encouraged Council to solicit citizen input on the proposed statement and let them participate in the new Vision statement.

City Manager Whitten noted it is an inclusive statement and was all encompassing. He did not know how much clearer you could get in the vision for the City. He further added that it was stated that the City of Titusville had a meeting that was wonderful, yet seventeen people showed up and two were from Cocoa. It is a good vision statement and Community Engagement is in the Core Values.

Councilmember Koss asked for clarification on the word "creative" in the statement. In response, Ms. Senger explained that it was the opportunity to be creative with things around the city, such as murals. It was thinking outside of the box.

Councilmember Koss requested that since the Vision statement was being changed for some period for public input. In response, City Manager Whitten advised that the old statement was done by staff and there has to be some type of starting point.

* **MOTION by Councilmember Koss, to establish a 30-day period for public comment for changes being proposed on the Strategic Plan which would include the Vision Statement, Core Values, and Priorities.**

Deputy Mayor Hearn asked how this would be regulated as to who would be participating.

Ms. Senger advised this would be open-ended and there is not a way to do this without sifting through all of the answers, etc.

City Manager Whitten questioned as to if it was really reflective of all of Cocoa if one person walks up and stated that there should be citizen input.

Ed Green, 104 Riverside Drive, spoke about the Vision statement and Core Values and was fine with the changes. He stated that there is a thought that there was not enough citizen engagement or opportunities, etc. and pointed out that this Workshop was widely publicized. People have been invited and the turnout is the same people as always. People can watch online and on the YouTube page you

can see how many engage. No one here is stopping people from participating and as the Mayor stated this is a representative democracy and there can be meeting upon meeting and never get anything done. He provided a quote from General Patton, *"A good plan, violently executed now, is better than a perfect plan next week."*

THE VOTE ON THE MOTION WAS:

AYES: Koss
NAYES: Blake, Hearn, Dyal, Goins

THE MOTION FAILED (1-4)

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the recommendation for Core Values to change Leadership to Community Engagement and to accept the verbiage for the Vision statement.**

AYES: Blake, Hearn, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)[6]

City Manager Whitten discussed Priority Areas.

The following changes were recommended under the following initiatives:

Public Safety/Community Regulations Issue: Code Enforcement.

Investment in Public Infrastructure: Take back parks, Parking (this will be added under Weaknesses as well).

Councilmember Dyal also mentioned the Cocoa Conservation Area and the fact that citizens do not to the be entry way to the park. He provided a petition to Council and staff for the record[7] and advised people in that area are upset with what is going on.

Further discussion was held on the petition.

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[6] The Workshop stopped at 3:13 p.m.
The Workshop reconvened at 3:15 p.m.

[7] EXHIBIT D: Petition submitted by Councilmember Dyal

Councilmember Koss asked about Environmental Stewardship. In response, City Manager Whitten explained that this would include Cocoa Conservation Area initiatives, low impact development, tree management plan, electric vehicles, any Lagoon related items, and the Stormwater program.

Economic/Community Development: Everything was good under this initiative.

Community Outreach & Engagement Issue: add Diverse audience as well, under the last statement to "Encourage a diverse array of special events at city facilities".

Organizational Effectiveness Issue:

The demographics of the city departments was discussed and the City Manager assured Council that they were working on being more reflective of the community. Additionally, discussion was held on the training program that the Fire Chief discussed earlier in the workshop.

At the request of the City Manager, Ms. Senger explained the online dashboard and how that worked. Once information is uploaded it can be updated throughout the year in order to keep citizens apprised of the progress throughout the year. She further pointed out that it included more broad-based initiatives, accomplished tasks, and objectives.

Councilmember Goins asked about a timeline for Council to submit their priorities. It was requested that they be submitted by May 26th as that is the workshop when the initial millage will be provided.

Mayor Blake reminded all that once the millage rate is determined you can go down but not up.

Councilmember Goins asked that the upcoming workshops be scheduled around lunch or after lunch as he works.

III. Adjournment.

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to adjourn the Workshop.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The Workshop adjourned at 3:52 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

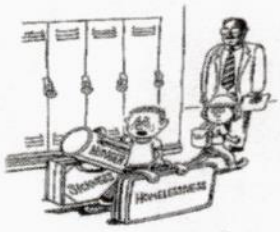
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Carie Shealy, MMC, City Clerk

Endeavour Elementary,
A Community Partnership School

1

The Challenge



2

The Solution: Community Schools



Conventional school



Community School

3

What is a Community Partnership School and why is it so unique?

- Requires a long-term partnership with the school district, a college or university, a health care provider, and a reputable nonprofit organization.
- CHS' unique role convenes partners and key players, and also leads community collaboration to bring resources and opportunities to students and families.



4

The Four Pillars of Community Schools

How does a Community Partnership School bridge the achievement gap?



Expanded Learning
Tutoring, Enrichment, Teacher Development & Supports



Wellness Supports
Medical, Dental, Vision, Behavioral, Nutrition, Hygiene



Family & Community Engagement
Needs Assessment, Leadership & Volunteerism, Workshops & Networking, Education & Workforce Development



Collaborative Leadership
Committed partnership, Collective vision, Shared decision making, Leveraged Resources, Community collaboration

5

Endeavour Elementary School, A Community Partnership School

Core Partners/Providers:

6

Thank you for the commitment of the past, present & future

7

How can you support your partnership school?

- Expanded Learning Coordinator-$10,000
- Wellness Support Coordinator- $ 20,000
- Medical/Dental/Vision Copays- $25,000
- Academic Summer Camp-$75,000

8

EXHIBIT B: Budget Priorities & Goal Setting Workshop Presentation

COCOA
FLORIDA

BUDGET PRIORITIES AND GOAL SETTING WORKSHOP



AGENDA

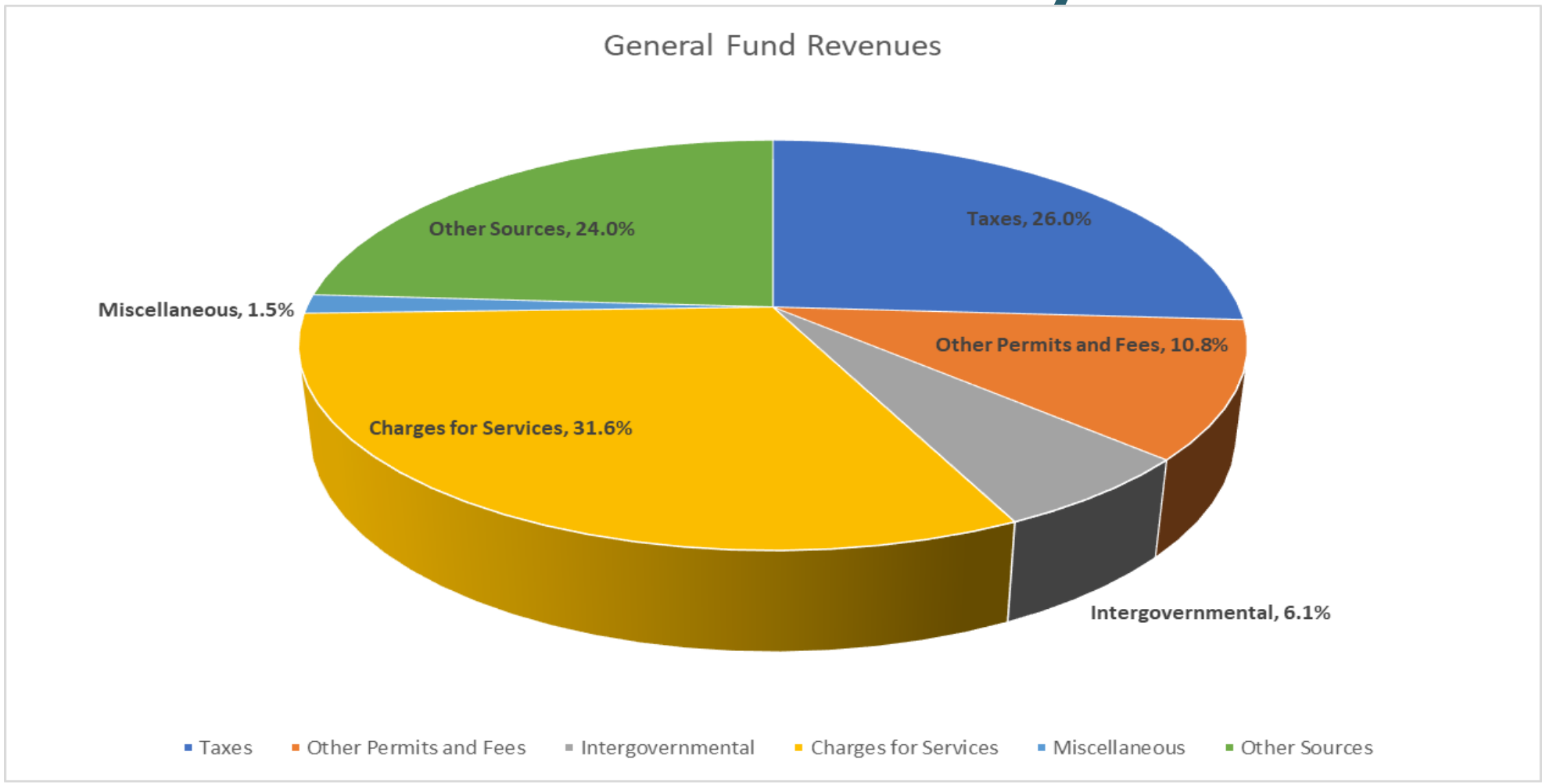
- Budget Review/Preview
- 2016-2021 Strategic Plan Review
- Priority Areas for Discussion
- Council Discussion/Direction
- Public Input/Citizen Participation
- Next Session, 4/7/22

General Fund Revenues By Source

Funding Sources		% of 22 Budget
Taxes	Property Tax, Local Option Gas Tax, Utility Service Tax (Electricity, Cocoa Water, Propane) Communication Tax, Local Business Tax	26%
Other Permits and Fees and Special Assessments	Planning and Zoning, Fire Inspections, Fire Assessment, and Franchise Fees	10.8%
Intergovernmental	State, Local and Federal Grants, State Shared Revenues, Cost of General Fund Services to the Water/Sewer and Stormwater Utility	6.1%
Charges for Services	Utility Billing for Other Municipalities, Garbage Collection Services and Culture/Recreation Fees, Administrative Fees, and FDOT Agreements	31.6%
Miscellaneous	Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police and Fire State Pension Revenues, Insurance Proceeds, etc.	1.5%
Other Non-Operating Sources	Water/Sewer Return on Investment (ROI), 6% PILOFF, Debt Proceeds, Transfers and Unassigned Fund Balance	24%

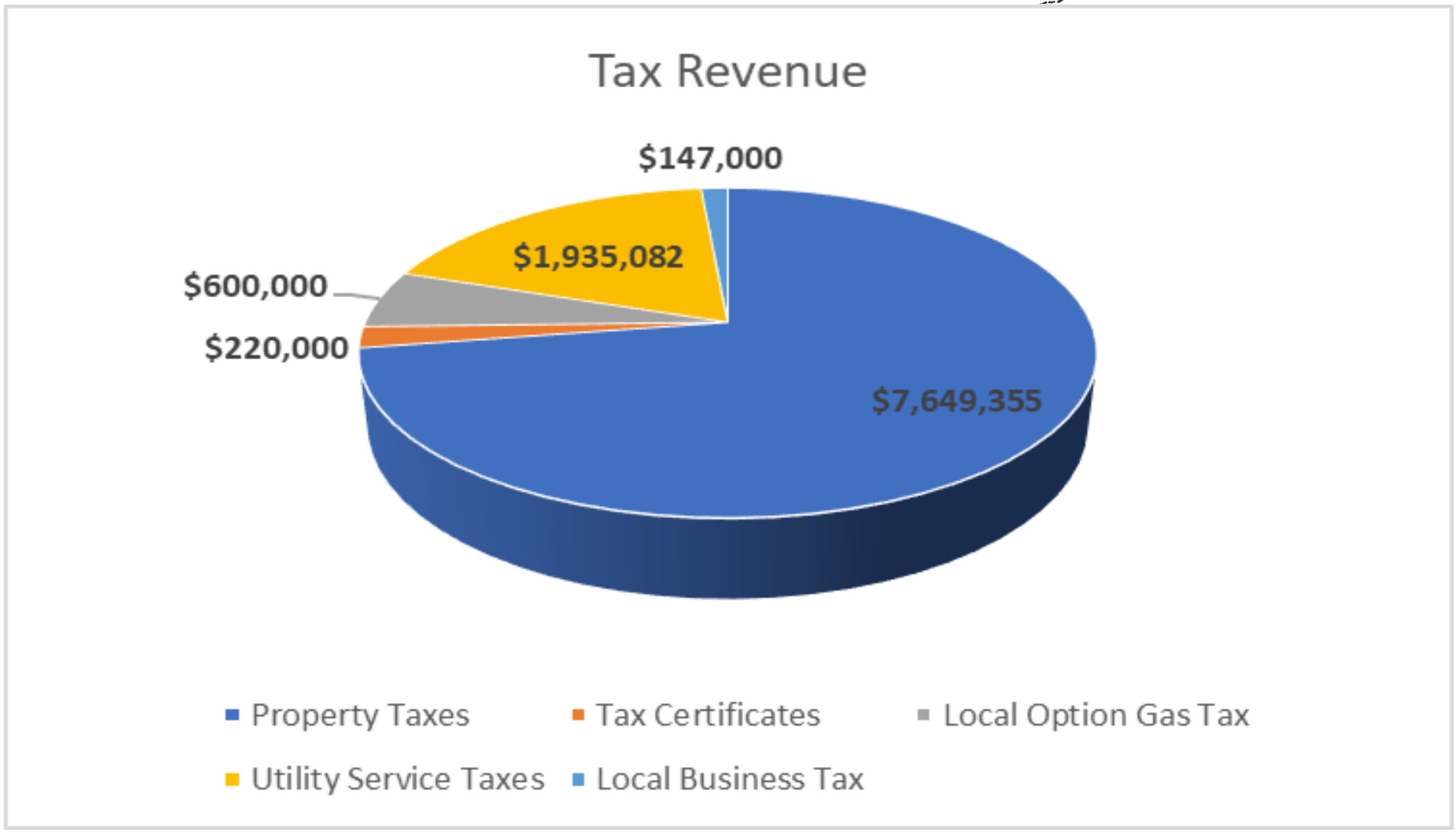
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General Fund Revenues By Source



General Fund Tax Revenues

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Tax Year 2021 (Fiscal Year 2022) Millage Rate Increase To the Single-Family Property Owner

Taxable Property Values (Range)	Number of Residential Parcels	Tax Year 2021 Increase (Average)	% of Parcels
< $50,000	3,231	$19	43%
$50,000 to $100,000	1,898	$23 - $47	25%
$100,000 to $150,000	918	$47 - $71	12%
$150,000 to $200,000	553	$71 - $95	7%
$200,000 to $250,000	308	$95 - $119	4%
$250,000 to $300,000	130	$119-$142	2%
$300,000 to $400,000	183	$142 - $190	2%
> $400,000	343	>$190	5%
Total:	7,564		

Tax Year 2021 (Fiscal Year 2022) Millage Rate Impact To the Single-Family Property Owner

Taxable Property Values (Range)	Current Millage Rate 6.4532 X Taxable Property Value / 1,000 = Annual Property Taxes	% of Parcels
< $50,000	$322.66 or less	43%
< $100,000	$645.32 or less	25%
< $150,000	$967.98 or less	12%
< $250,000	$1,613.30 or less	11%
< $400,000	$2,581.28 or less	4%
> $400,000	$2,581.28 or greater	5%
Total:		

Tax Year 2021 (Fiscal Year 2022) 6.4532 Millage Rate

- Estimated Additional Property Tax Revenue with Millage Rate Increase from 5.9790 to 6.4532:

  $579,391

- Additional Salary and Wage Increases within the General Fund:

  $1,079,850

(Millage Rate increase paid half of the General Fund Salary Increases)

General Fund Deferred Capital

FY 2022

- Fleet Faster Upgrade = $99,400
- Police Vehicles (6) at $56,376 = $338,256

FY 2021

- Police Vehicles (5 Unmarked) @ $24,879 = $124,395
- Indian River Drive Embankment Stabilization = $550,000

(Police Building Rehab and Generator, Fuel Tank Replacement and Pumper Truck, were initially deferred but later funded with Assign Fund Balance)

Most General Fund Capital is funded by savings from prior years.

General Fund can only afford to buy approximately 1.2 million in Capital a year.

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FY 2022 General Fund CIP Requests

$1,412,446 (Funded):

- 9 Police Vehicles - $426,276
- 26 Police P25 Radio Replacements -$106,757
- Traffic Response Trailer - $16,772
- Fire Inspector Vehicle - $38,725
- Fire P25 Radio Replacements - $88,000
- Nissan Frontier (Split w/ Stormwater) - $12,500
- Bobcat Excavator - $32,500
- Crew Truck - $53,568
- Landscape Maintenance Truck - $51,408
- Ford Ranger - $38,880
- Heavy Truck Column Lift - $68,000
- Heavy Truck Bay Bridge - $35,000
- Elevator Control Boards - $20,000
- Electric Transit Van - $33,480
- Replacement Van - $28,080
- Annual Street Paving - $300,000
- ADA Kayak Launch - $20,000
- Porcher House - $25,000

FY 2023 - 2026 General Fund CIP Requests Submitted in FY22

- 2023 - $2,247,921 (Police Vehicles, Police and Fire P25 Radio Replacement, SWAT Vehicle, Street Paving, Fleet Service Vehicle, City Hall Carpet, Dump Truck, Fleet Faster, and Porcher House Rehab)
- 2024 - $1,837,737 (Police Vehicles, Police and Fire Radio P25 Replacement, Traffic Surveillance Pole, and Annual Street Paving)
- 2025 - $1,768,260 (Police Vehicles, Police and Fire Radio P25 Replacement, Fire Utility Truck, Annual Street Paving, and Indian River Drive (IRD) Stabilization)
- 2026 - $2,245,557 (Police Vehicles, Police and Fire P25 Radio Replacement, Annual Street Paving, Dixon and IRD Roadway Resiliency Project)

FY 2022 General Fund Budget Update



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

FY 2022 Budget by Classification Report - Summary Listing

2/28/2022

Target for February 2022 is 42%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 11,201,437		$ 7,897,749	$ 3,303,688	71%
OTHER PERMITS AND FEES	$ 4,659,809		$ 3,098,833	$ 1,560,976	67%
INTERGOVERNMENTAL	$ 3,206,206		$ 848,142	$ 2,358,064	26%
CHARGES FOR SERVICES	$ 13,614,745		$ 5,642,582	$ 7,972,163	41%
FINES AND FORFEITURES	$ 14,000		$ 13,422	$ 578	96%
MISCELLANEOUS	$ 666,258		$ 302,105	$ 364,153	45%
OTHER SOURCES (NON-REVENUE)	$ 18,936,615		$ 2,983,424	$ 15,953,191	16%
REVENUE TOTALS	**$ 52,299,070**		**$ 20,786,257**	**$ 31,512,813**	**40%**
EXPENSE					
SALARIES AND BENEFITS	$ 26,423,580	$ 3,062	$ 9,104,409	$ 17,316,109	34%
OPERATING EXPENDITURES	$ 15,891,288	$ 3,604,658	$ 3,550,318	$ 8,736,312	45%
CAPITAL OUTLAY	$ 7,057,618	$ 2,978,041	$ 963,291	$ 3,116,286	56%
GRANTS, AIDS AND OTHER	$ 2,926,584	$ -	$ 1,688,772	$ 1,237,812	58%
EXPENSE TOTALS	**$ 52,299,070**	**$ 6,585,761**	**$ 15,306,790**	**$ 30,406,519**	**42%**
REVENUE TOTALS	**$ 52,299,070**	**$ -**	**$ 20,786,257**	**$ 31,512,813**	**40%**
EXPENSE TOTALS	**$ 52,299,070**	**$ 6,585,761**	**$ 15,306,790**	**$ 30,406,519**	**42%**
	$ -	**$ (6,585,761)**	**$ 5,479,467**	**$ 1,106,294**	

*Unaudited

FY 2022 Water/Sewer Budget Update

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

FY 2022 Budget by Classification Report - Summary Listing

2/28/2022

Target for February 2022 is 42%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 69,083,674		$ 27,981,594	$ 41,102,080	41%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 214,444		$ (312,195)	$ 526,639	-146%
OTHER SOURCES (*NON-REVENUE)	$ 15,568,847		$ -	$ 15,568,847	0%
REVENUE TOTALS	**$ 84,866,965**	-	**$ 27,669,399**	**$ 57,197,566**	**33%**
EXPENSE					
SALARIES AND BENEFITS	$ 19,738,153	$ -	$ 6,311,882	$ 13,426,271	32%
OPERATING EXPENDITURES	$ 32,294,092	$ 8,337,219	$ 7,757,969	$ 16,198,904	50%
CAPITAL OUTLAY	$ 9,176,877	$ 1,406,933	$ 579,686	$ 7,190,258	22%
GRANTS, AIDS AND OTHER	$ 23,657,843	$ -	$ 11,645,687	$ 12,012,156	49%
EXPENSE TOTALS	**$ 84,866,965**	**$ 9,744,152**	**$ 26,295,224**	**$ 48,827,589**	42%
REVENUE TOTALS	**$ 84,866,965**	**$ -**	**$ 27,669,399**	**$ 57,197,566**	**33%**
EXPENSE TOTALS	**$ 84,866,965**	**$ 9,744,152**	**$ 26,295,224**	**$ 48,827,589**	**42%**
**	**$ -**	**$ (9,744,152)**	**$ 1,374,175**	**$ 8,369,977**	

*Unaudited

FY 2022 Stormwater Budget Update

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

FY 2022 Budget by Classification Report - Summary Listing

2/28/2022

Target for February 2022 is 42%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,830,148		$ 1,642,478	$ 187,670	90%
CHARGES FOR SERVICES	$ -		$ (631)	$ 631	100%
INTERGOVERNMENTAL/GRANT	$ 13,054		$ 13,900	$ (846)	0%
MISCELLANEOUS	$ 400		$ 11,104	$ (10,704)	100%
OTHER SOURCES (NON-REVENUE)	$ 289,989		$ -	$ 289,989	0%
REVENUE TOTALS	**$ 2,133,591**	**$ -**	**$ 1,666,851**	**$ 466,740**	**78%**
EXPENSE					
SALARIES AND BENEFITS	$ 647,688	$ -	$ 201,914	$ 445,774	31%
OPERATING EXPENDITURES	$ 699,578	$ 55,902	$ 187,806	$ 455,870	35%
CAPITAL OUTLAY	$ 786,325	$ 237,186	$ 136,987	$ 412,152	48%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 2,133,591**	**$ 293,088**	**$ 526,707**	**$ 1,313,796**	**38%**
REVENUE TOTALS	**$ 2,133,591**	**$ -**	**$ 1,666,851**	**$ 466,740**	**78%**
EXPENSE TOTALS	**$ 2,133,591**	**$ 293,088**	**$ 526,707**	**$ 1,313,796**	**38%**
	$ -	**$ (293,088)**	**$ 1,140,144**	**$ (847,056)**	

*Stormwater Assessment Revenues come in November-March

Budget Development

- Fiscal year is 10/1 to 9/30
- Budget must be balanced per Florida Statutes
- Must be adopted by Oct. 1 of each year
- Must adopt during the budget process:
  - Proposed Millage Rate
  - Proposed Budget
  - Tentative Millage Rate and Budget
  - Final Millage Rate and Budget
  - Must be completed by dates established in TRIM

New Money (Estimates) General Fund

FY23 Budget	
Property Value Increase 3% (Current Millage Rate)	$229,480
Fire Assessment 3% Increase	$87,000
Utility/Stormwater Indirect Cost Allocations 3% Increase	$214,681
Utility Return on Investment (ROI) 3% Increase Contribution	$264,008
County (Lee Wenner Park)	($65,000)
Total Estimated Increase in Revenue:	**$730,169**

Increased In Expense (Estimates) General Fund

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FY23 Budget	
General Fund (GF) Salary Increase 3%	$652,766
General Fund Health Insurance Est. 10% Increase	$439,147
(GF) Fuel (40% increase in Fuel since 10/21)	$134,000
(GF) Utilities (Electric and Water/Sewer) 4%	$25,000
Software	$25,000
Total Estimated Expense Increases:	**$1,275,913**
Estimated Shortfall	**($545,744)**

Balancing the General Fund Budget

Total General Fund Revenue FY 2022	$43,133,827
Utiliy Related Fees:	
Water/Sewer Fund & Stormwater Fund Administrative Costs	$7,156,067
Return On Investments (ROI)	$7,237,355
Payment in Lieu of Franchise Fees	$1,562,914
Utility Billing and Service Charges	$2,758,050
Total Utility Fund's Support	**$18,714,386**
General Fund Revenue Without Utility Support:	$24,419,441
Less:	
Police Department	($11,074,445)
Fire Department	($6,857,101)
Public Works Department	($9,080,504)
General Fund Payment to the CRAs	($1,139,796)
General Fund Debt Payments	($1,749,088)
Amount Available to Fund All Other General Fund Services	**($5,481,693)**

Balancing the General Fund Budget

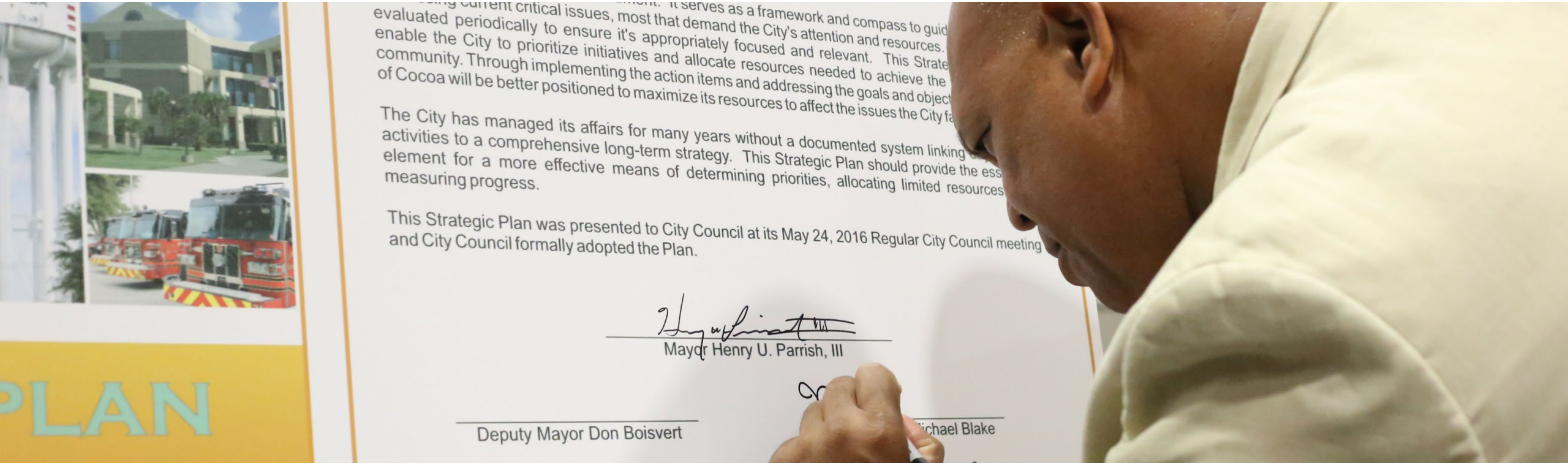
Property Tax Revenue FY 2022	$7,649,355
Police Budget	$11,074,445
Fire Budget	$6,857,101
Public Works Budget	$9,080,504
Net	($19,362,695)
Fire Assessment Collections	$2,901,407
Difference (Shortage)	**($16,461,288)**

FY 2023 Budget Calendar

- March 15, 2022 - Budget Priorities and Goal Setting
- April 7, 2022 - Budget Priorities and Goal Setting
- May 26, 2022 - Budget Workshop (Proposed Millage)
- July 8, 2022 - Budget Workshop (Financial Consultants)
- July 26, 2022 - Tentative Millage Rate Adoption
- August 9, 2022 - Preliminary Fire and Stormwater Assessment (Public Hearing)
- August 23, 2022 - Final Fire and Stormwater Assessment (Public Hearing)
- September 2022 (TBD) - First Millage/Budget Public Hearing and Final Millage/Budget Public Hearing

WHERE WE WERE 2016-2021

STRATEGIC PLAN UPDATE



COCOA FLORIDA

2016-2021 SWOT ANALYSIS



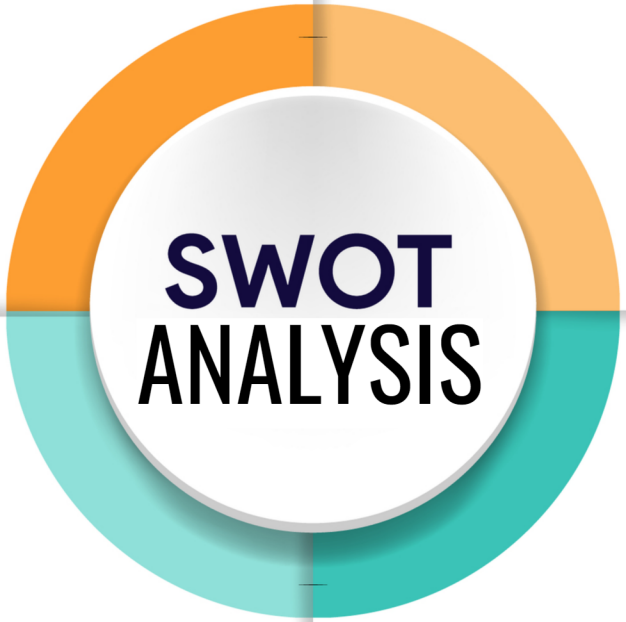
STRENGTHS

- Regional Water Utility
- Cocoa Village
- Employee Knowledge
- Location
- Financial Status



WEAKNESSES

- Cocoa's Image/Reputation
- Irregular City Boundaries
- Crime
- Non-competitive pay scale
- Limited funding for improvements





OPPORTUNITIES

- Cocoa Village
- Use of City Resources (Riverfront Park, Cocoa Conservation, Etc)
- Annexations
- Expansion of Water Utility
- Industrial Areas

THREATS



- Competition for Municipal Employees
- Image/Reputation
- Lack of service businesses due to economics
- Port Canaveral
- Viera/Other Brevard municipalities



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STRATEGIC ISSUES

I. Crime Awareness and Prevention
II. Image
III. Economic Development
IV. Employees
V. Fiscal Sustainability
VI. Community Development
VII. Public Safety
VIII. Civic Engagement

- 8 Strategic Issues
- 23 Goals
- 59 Objectives
- 225 Initiatives

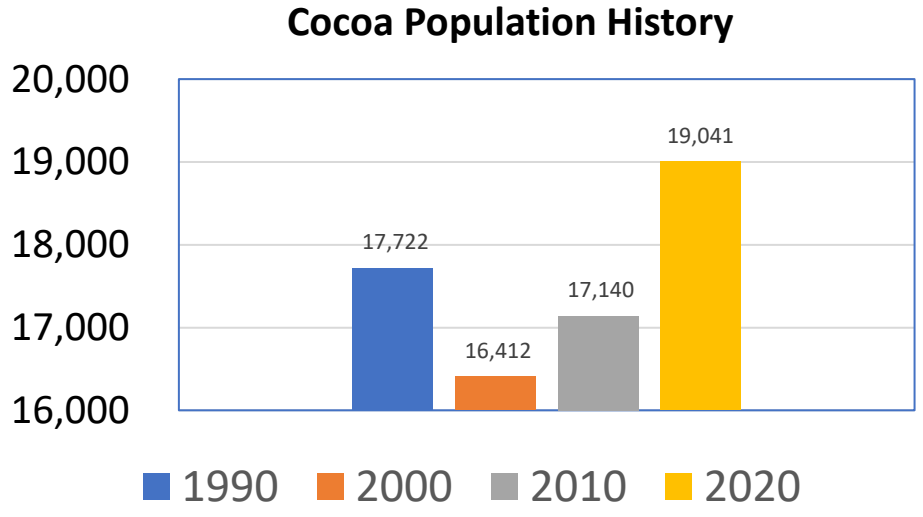


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DEMOGRAPHICS

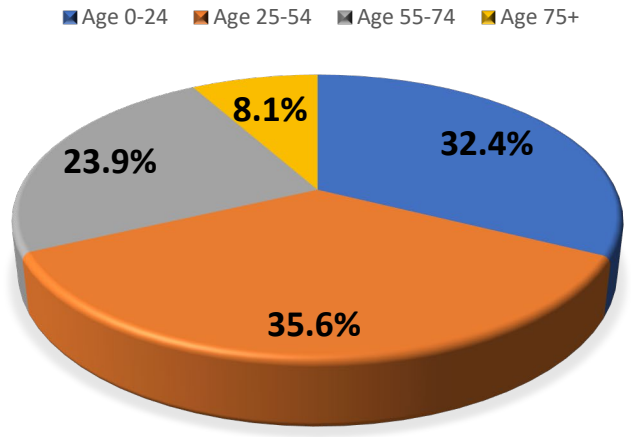
COCOA
FLORIDA

Cocoa Population History



Source: 2020 Census

Cocoa Age Category



Area	White	Black	Hispanic Origin	Other
Cocoa	53.3%	26.8%	16.9%	3.0%
Brevard	73.9%	9.7%	11.2%	5.2%
Florida	57.7%	15.1%	26.5%	0.7%

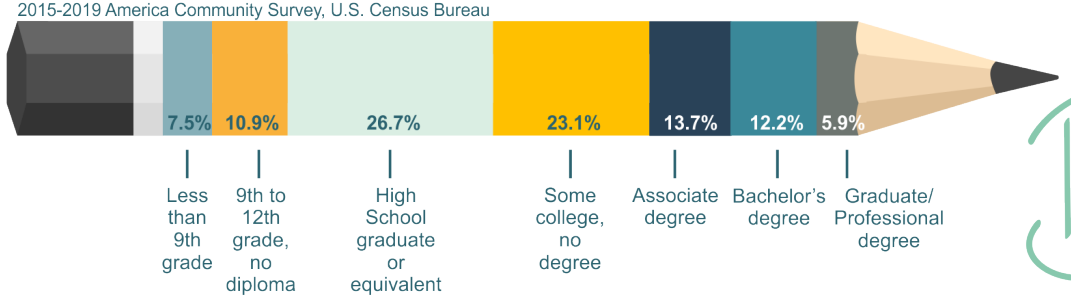
Jurisdiction	Median Age
Cocoa	40.4
Brevard	45.9
Florida	41.0

DEMOGRAPHICS

COCOA
FLORIDA

Educational Attainment

2015-2019 America Community Survey, U.S. Census Bureau



Median Household Income

2015-2019 America Community Survey, U.S. Census Bureau

Florida $59,227

Brevard County $56,775

Cocoa $38,892

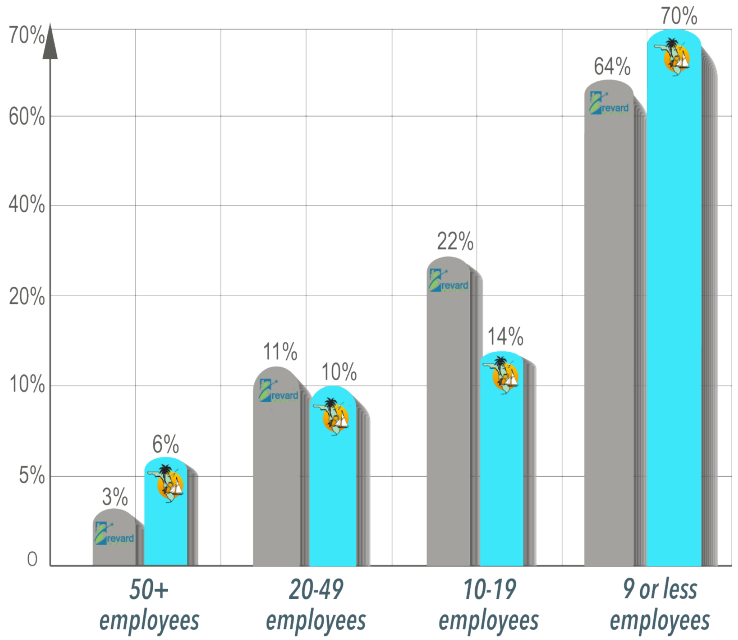
Business

Size by Number of Employees

Cocoa has a large number of small businesses with 84% of Cocoa businesses having fewer than 20 employees.

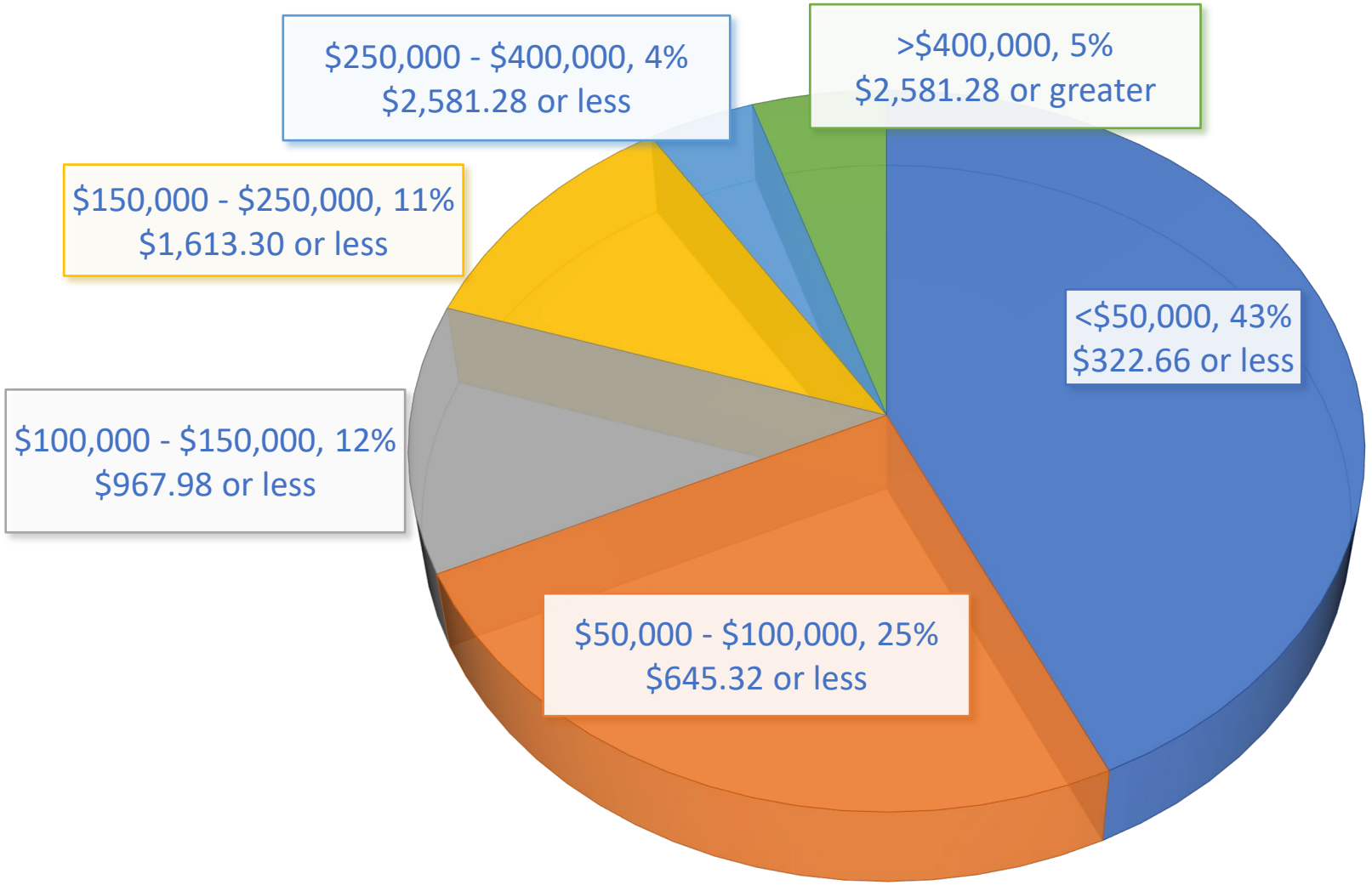
= Brevard County = Cocoa

Source: Florida Department of Economic Opportunity, Bureau of Workforce Statistics and Economic Research, Quarterly Census of Employment and Wages Program.



TAXABLE PROPERTY VALUES

COCOA
FLORIDA



OLD VS. NEW

COCOA
FLORIDA

OLD

Mission
Vision
Values
Strategic Issues
Goals
Objectives
Action Item

NEW

Mission
Vision
Values
Priority Areas
Goal Statements
Initiatives

WHERE WE ARE GOING

PRIORITY AREAS



COCOA
FLORIDA

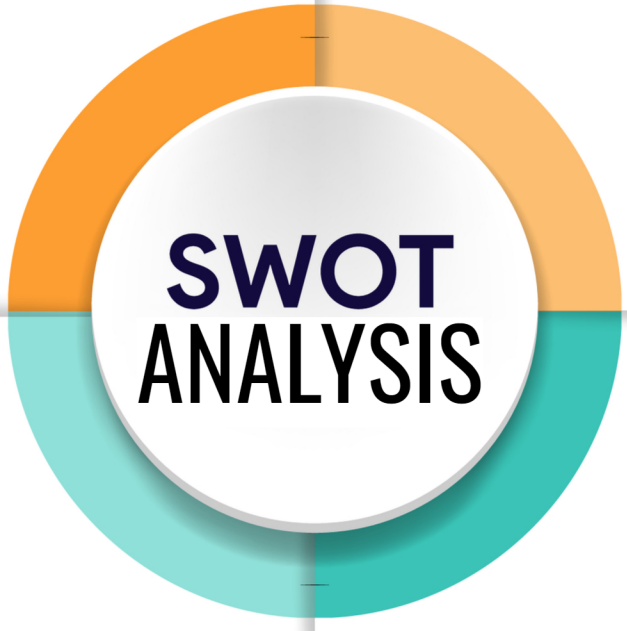
2022 SWOT ANALYSIS

STRENGTHS

- Regional Water Utility
- Cocoa Village
- Employee Knowledge
- Location
- Financial Status

WEAKNESSES

- Cocoa's Image/Reputation
- Irregular City Boundaries
- Crime
- ~~Non-competitive pay scale~~
- Limited funding for improvements



OPPORTUNITIES

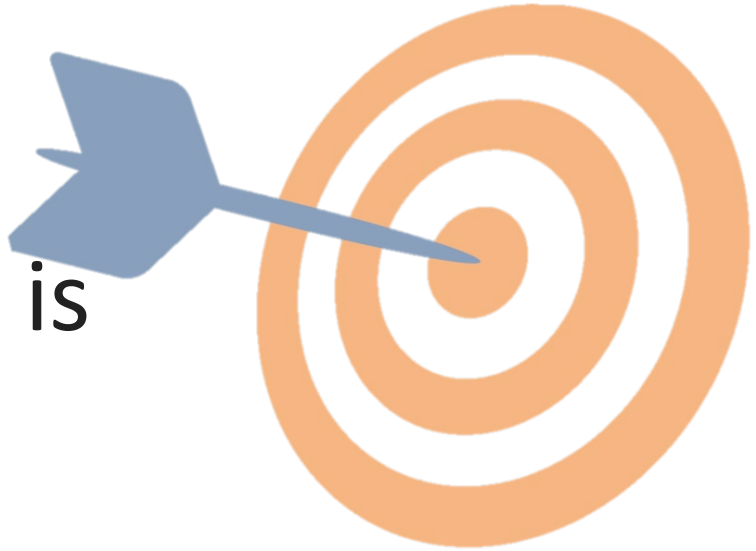
- Cocoa Village
- Use of City Resources (Riverfront Park, Cocoa Conservation, Etc)
- Annexations
- Expansion of Water Utility
- Industrial Areas
- Brightline Station

THREATS

- Competition for Municipal Employees
- Image/Reputation
- Lack of service businesses due to economics
- ~~Port Canaveral~~
- Viera/Other Brevard municipalities

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MISSION



The mission of Cocoa's government is

"To enrich the quality of life for our unique and diverse community by delivering Professional, Responsive, Innovative, Dedicated and Exceptional public services!"

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

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

VISION

We envision Cocoa as a safe, vibrant, environmentally conscious city that is diverse, rich in history, and promotes a creative and inclusive community with ample employment, housing, recreational, and social opportunities for all.

CORE VALUES

Integrity

Conducting ourselves in a moral, ethical, and honest manner.

Accountability

Citizens, Staff and City Council taking ownership and responsibility to promote public trust.

Leadership

Encouraging community participation, inclusivity and awareness and exhibiting actions that serve as persuasive examples for others to follow.

Professionalism

Serving the community competently and efficiently with character and a positive attitude.

Excellence

Providing responsive and exceptional customer service.

Respect

Treating the public and one another with dignity, consideration and compassion.

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

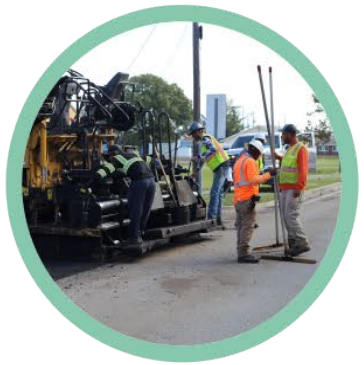
PRIORITY AREAS

COCOA
FLORIDA





PUBLIC SAFETY &
COMMUNITY STANDARDS



PUBLIC
INFRASTRUCTURE



ECONOMIC & COMMUNITY
DEVELOPMENT



COMMUNITY OUTREACH
& ENGAGEMENT



ORGANIZATIONAL
EFFECTIVENESS

PUBLIC INPUT ON PRIORITY AREAS



- In order to produce an enhanced quality of life for our residents, business owners and visitors by focusing on the priority areas of **Public Safety, Public Infrastructure, Economic/Community Development, Community Outreach and Engagement, and Organizational Effectiveness**, what actions should the City take and what should the budget priorities be next fiscal year?

COCOA
FLORIDA



PUBLIC SAFETY/COMMUNITY REGULATIONS

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

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

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INVESTMENT IN PUBLIC INFRASTRUCTURE

Ensure safe and efficient public infrastructure that drives growth and development in the Space Coast region.

- Ensure the delivery of safe, clean drinking water to all utility customers.
- Enhance the City's transportation networks. (Train, Bicycle, Walk, Drive, Public Transit)
- Invest in environmental stewardship.
- Support a safe, accessible, well-maintained network of parks, facilities and greenspace.

ECONOMIC/COMMUNITY DEVELOPMENT

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

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

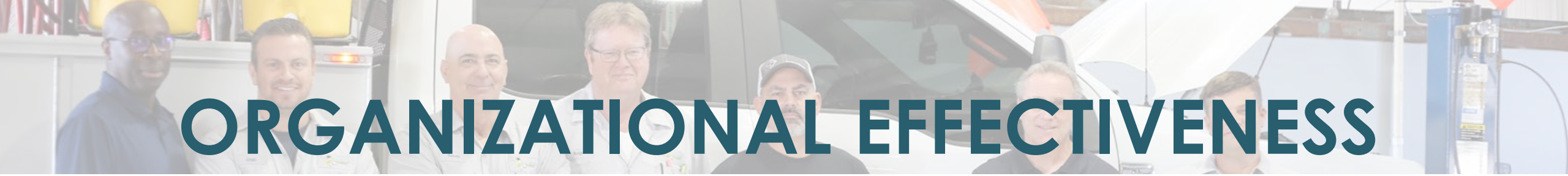


COMMUNITY OUTREACH & ENGAGEMENT

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

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

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ORGANIZATIONAL EFFECTIVENESS

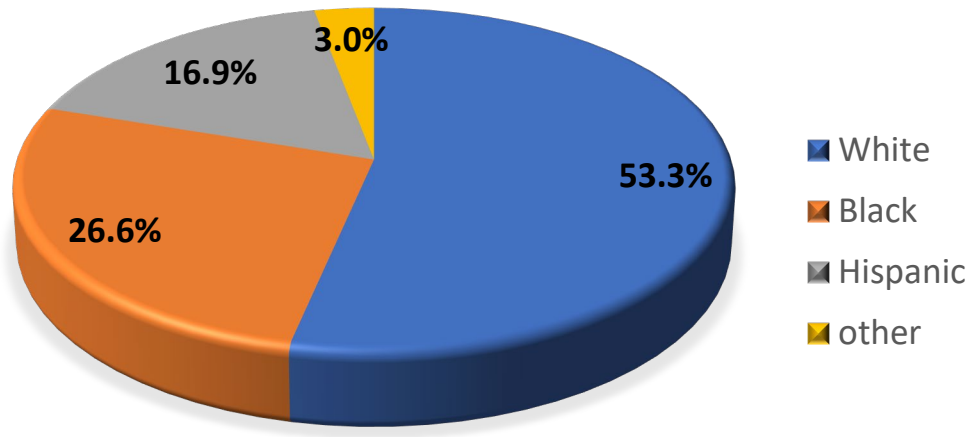
Drive efficiency with impact focused workflow and attraction and development of a qualified workforce.

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

DEMOGRAPHICS

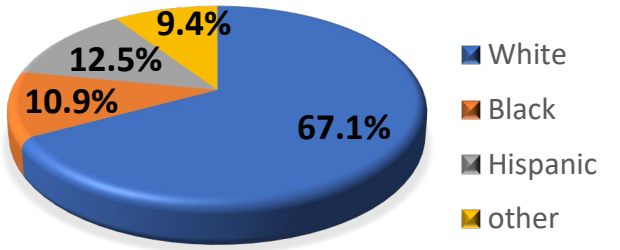
COCOA
FLORIDA

Cocoa Population Demographics

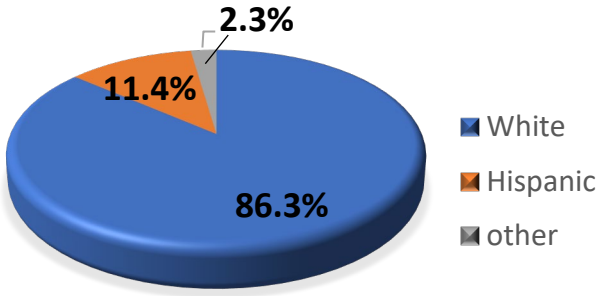


Source: 2020 Census

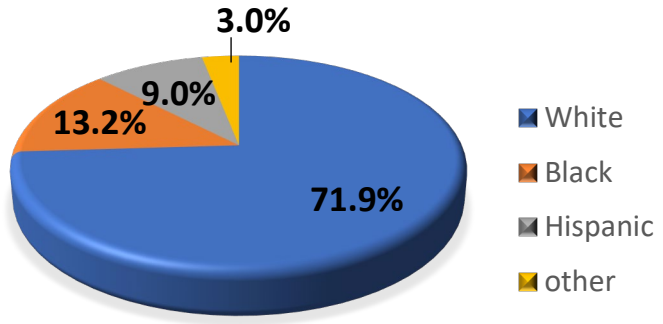
Cocoa Sworn Police Officer Demographics



Cocoa Fire Department Demographics



Cocoa City Employees Demographics



COCOA CITY COUNCIL

PRIORITIES/FOCUS AREAS



COCOA
FLORIDA

PUBLIC INPUT ON PRIORITY AREAS



- In order to produce an enhanced quality of life for our residents, business owners and visitors by focusing on the priority areas of **Public Safety, Public Infrastructure, Economic/Community Development, Community Outreach and Engagement, and Organizational Effectiveness**, what actions should the City take and what should the budget priorities be next fiscal year?

COCOA
FLORIDA

ONLINE DASHBOARD

- Check the progress of the priority areas with project updates online.

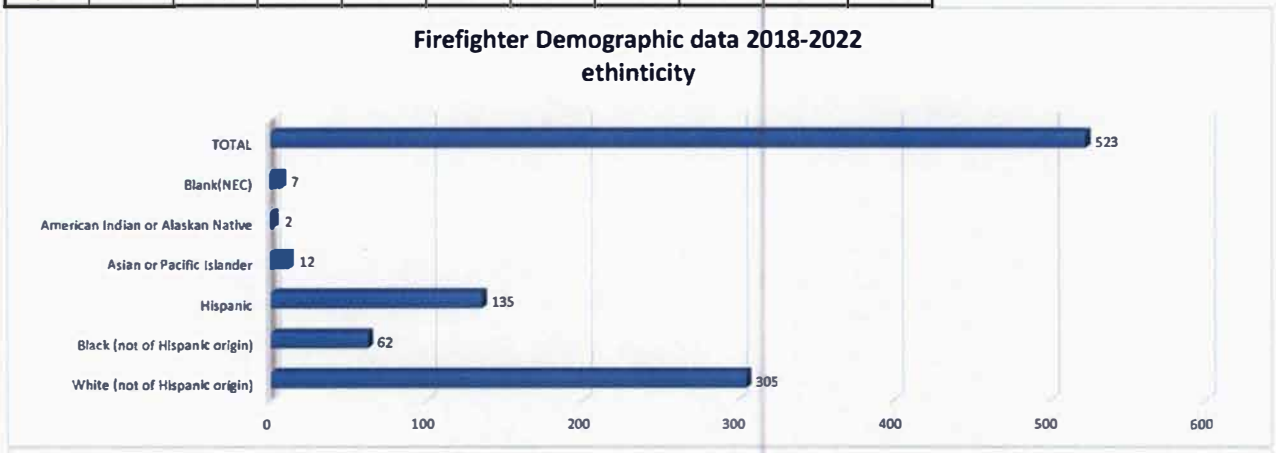


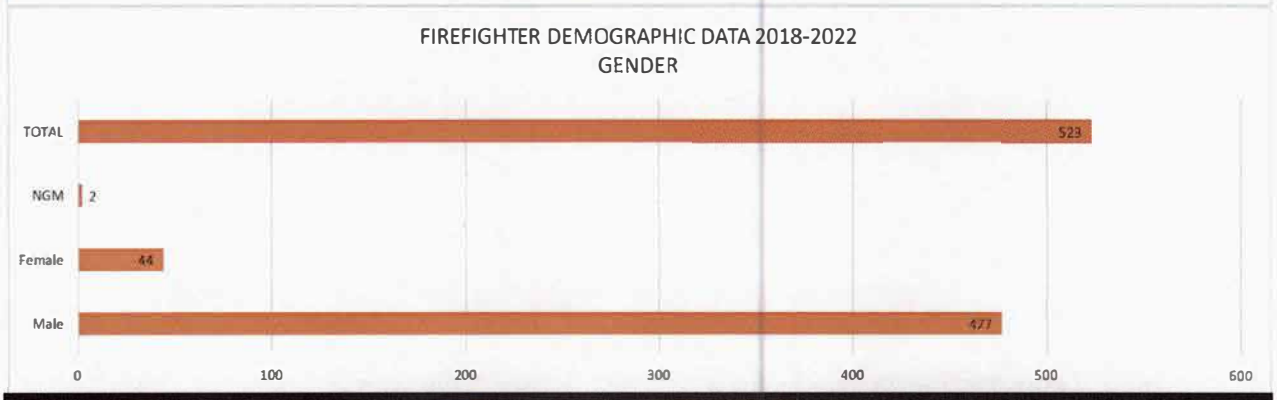
QUESTIONS

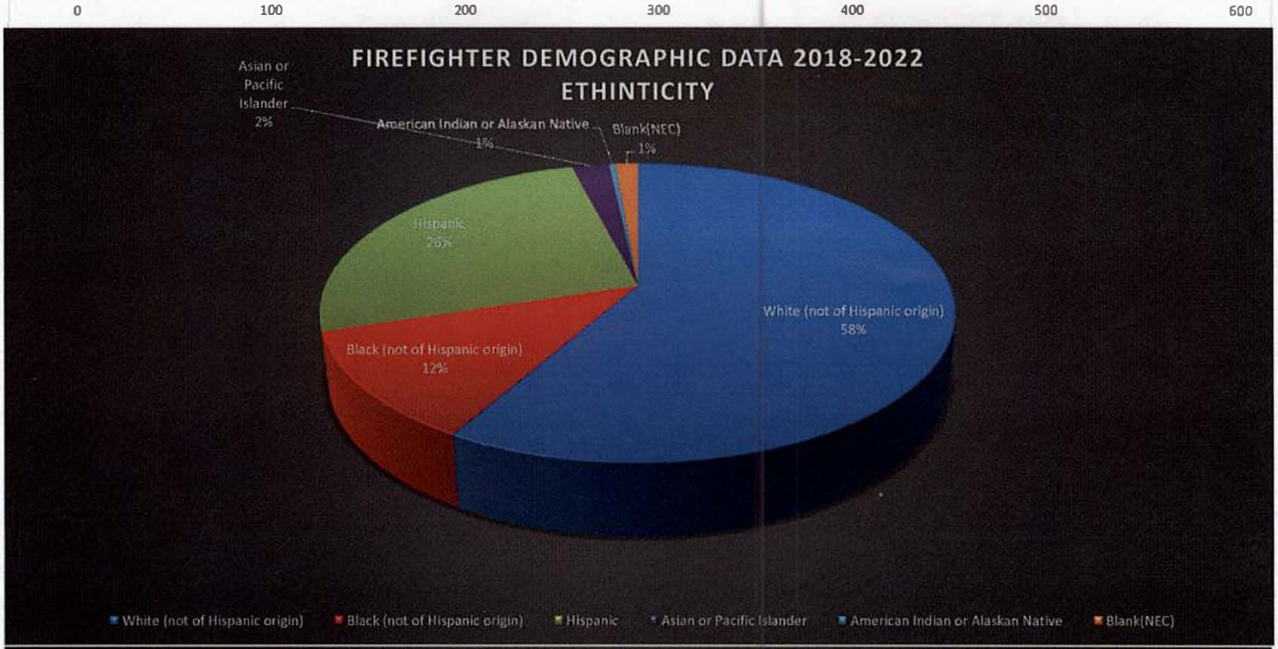
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CITY OF COCOA FIRE RESCUE DEMOGRAPHIC DATA 2018-2022

White (not of Hispanic origin)	Black (not of Hispanic origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Blank(NEC)	TOTAL	Male	Female	NGM	TOTAL
305	62	135	12	2	7	523	477	44	2	523







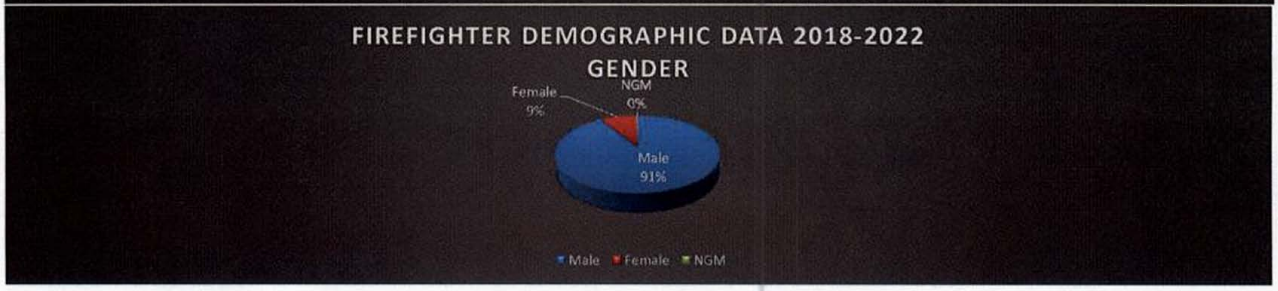


EXHIBIT D: Petition submitted by Councilmember Dyal

We, the Residents of the Cocoa Bay Neighborhood, do not want the entrance of the Cocoa Conservation Area in our neighborhood due to illegal use and sale of narcotics and other criminal activities taking place. There is substantial increase of speeding cars and dirt bikes which are terrorizing our once peaceful neighborhood. We are also finding used needles and syringes in our front yards.

Name	Address	Sign	Date
GARY FORSHEE	1610 RIDGE DR		2/26/22
Marlene Harrison	1611 Ridge Dr.	Marlene Harrison	2/26/22
Chuck Marshall	1631 Ridge Dr	Chuck Marshall	2/26/22
Edward C Schultz	1629 ridge dr	Ed Schultz	2/26/22
Bonnie Kelley	1634 Cocoa Bay	Bonnie Kelley	2/26/22
Michelle Johnson	1612 RIDGE DR	Michelle Johnson	2/26/22
David Buckman	1620 Ridge Dr.	David Buckman	2/26/22
MICHAEL MCAFEE	1613 RIDGE DR	Michael McAfee	2/26/22
Edward C. Johnson SR	1612 Ridge Dr.	Edward C. Johnson SR	3/1/2022
MARY E FORSHEE	1610 RIDGE DR	Mary E Forshee	3/1/2022
HARRISON MICHAEL	1611 RIDGE DR		3-1-2022
Woods Scott	1611 RIDGE DR	S Woods	3-1-2022
Stephanie Herlinger	1610 Cocoa Bay	Stephanie Herlinger	3/1/22
BEN HERLINGER	1610 COCOA BAY		3/1/22
MICHAEL G. MOAN	1622 COCOA BAY BLVD	M. G. Moan	3/3/22
Tammi J. Anderson	1601 Ridge Dr		3/4/22
John J. Hoodock	1614 Ridge Dr.	John Hoodock	3/4/22
Cheryl Boyer	1608 Ridge Dr.	Cheryl Boyer	3/5/22
Daniel Rust	1612 Cocoa Bay Blvd		3/5/22
Stephen Franks	1614 Cocoa Bay Blvd		3/5/22

We, the Residents of the Cocoa Bay Neighborhood, do not want the entrance of the Cocoa Conservation Area in our neighborhood due to illegal use and sale of narcotics and other criminal activities taking place. There is substantial increase of speeding cars and dirt bikes which are terrorizing our once peaceful neighborhood. We are also finding used needles and syringes in our front yards.

Name	Address	Sign	Date
Charles Redden	1618 Ridge dr		3/13/22
Lee Marshall	1600 Cocoa Bay Blvd		03/13/22
Carley Gray	1602 Cocoa Bay Blvd	Carley Gray	3/13/22
Frank A Sea Hs	1608 Cocoa Bay Blvd		3/13/22
Robin L Stern	1601 Cocoa Bay Blvd		3/13/22
	1611 Cocoa Bay Blvd		3/13/22
	1604 Cocoa Bay Blvd		3/13/22
	1609 Ridge dr		3-13-

We, the Residents of the Cocoa Bay Neighborhood, do not want the entrance of the Cocoa Conservation Area in our neighborhood due to illegal use and sale of narcotics and other criminal activities taking place. There is substantial increase of speeding cars and dirt bikes which are terrorizing our once peaceful neighborhood. We are also finding used needles and syringes in our front yards.

Name	Address	Sign	Date
Jennifer Jamrozy	1600 Cocoa Bay		3-3-22
Douglas	1624	COCOA BAY	3-5-22
	1626	cocoa bay	3/5/22
	1613 Ridge Dr		3-5-22
	1630 Ridge Dr.		03-05-2022
	1641 RIDGE DR		3-5-2022
	1616 Ridge Dr.		3-5-2022
	1616 RIDGE DR		3/5/2022

Legislation Details (With Text)

File #:	22-226	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	4/14/2022			**In control:**	City Council
On agenda:	5/10/2022			**Final action:**	
Title:	Approve the Minutes for the Regular City Council Meeting held on March 22, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-22-2022 Minutes ADA.pdf EXHIBIT A: Audit Report Presentation.pdf E-Comment from K. Lortie Delegations Comment.pdf E-Comment rec'd from K. Lortie re Public Hearing VI.1.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2022
Agenda Date: May 10, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular City Council Meeting held on March 22, 2022, 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 Regular City Council Meeting held on March 22, 2022, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

March 22, 2022

A Regular City Council Meeting was held on Tuesday, March 22, 2022, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

A moment of silence was held for the people in the Ukraine.

Students from McNair Middle School and teachers were in attendance and Mayor Blake thanked them all for their attendance and for the work they put into the children.

Students from McNair Magnet School provided the invocation and led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Commander; Rebecca Bowman, Finance Director; Rob Beach, Chief Technology Officer; Angela Essing, Growth and Economic

Development Director; Bryant Smith, Public Works Director; Samantha Senger, Assistant to the City Manager/PIO; and Erik Montgomery, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of March 22, 2022. (22-165)

2. Minutes: N/A

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to approve the Agenda for the Regular meeting of March 22, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Proclamation: Proclaiming the Month of April, 2022 as "Water Conservation Month". (22-131). (Utilities Director)

Mr. Walsh read the proclamation into the record.

Councilmember Koss also pointed out that today is “World Water Day.”

2. Proclamation: Proclaiming April 10 - 16, 2022 as “National Public Safety Telecommunicators Week.” (22-44). (Chief of Police)

Sergeant Amy Moon and Kathy Doran came forward to be recognized from the Police Department. Chief Collier read the proclamation into the record.

Mayor Blake thanked them for all that they do and for being available at all times.

IV. Delegations:

Mitzi Tighe, Titusville, spoke about the Joe Lee Smith Center as she recently found out that they were lacking life guards. She offered to do free swim lessons there in order to support the Center. She felt lessons were imperative and there were others who could help with the lessons as well.

Councilmember Goins advised that at the last council meeting they approved to pay for two citizens to get life guard certifications. There is another gentleman sponsoring two as well. He requested that the City Manager set up a meeting with

the County. He assured Ms. Tighe that they were committed to getting lifeguards and thanked her for stepping up.

Councilmember Koss also thanked her for coming forward and advised that there are only eight total lifeguards so Cocoa may not be the priority. She further pointed out that at a recent Aging Matters luncheon there were several elderly people interested in the pool so she believes that it is important to get the pool ready for a variety of uses.

Aisha Davis, Cape Canaveral, shared her willingness to work with Ms. Tighe on bringing programs to the Center. There are also other programs that can be offered such as Zumba classes.

Short Bo Spirit, Cocoa, mentioned that she met the new Police Chief on a community walk that he did. She was not aware of him and thanked him for what he has done so far, as things seem to be calmed down. She would like something done about the speeding on her road and further mentioned the City's water service and that she had a lot of bad feelings about it. She voiced her concerns about the services and advised she was not in favor of the tax exemption for Walmart.

Hely Martinez, Brevard Early Head Start Education's Center Director, 1403 Dixon Blvd., Cocoa, introduced herself and shared that there are free services for children under three years old. They are now accepting applications for new enrollments in the fall and they have enjoyed being in the community. She invited all to stop by and visit the center.

Linda Dolphin, Cocoa resident, read a statement into the record regarding a citizens' comment at the workshop held on March 15, 2022. She also felt falsely accused for asking to see a zero-millage budget and she stands behind the suggestion. The treatment sets a poor tone for civility and she asked that the Council and City Manager refrain from ridiculing citizen comments.

Mayor Blake thanked her and noted that he has never seen or heard the City Manager ridicule anyone.

Marisol Lanza, 436 Satsuma Street, Cocoa, asked the Police Chief if he had received the ten emails that she has sent as she has never received a response. She provided pictures to Council of the issues she is dealing with and complained

of the music at 434 Satsuma St. as it is getting worse. She would like the issues looked into.

V. Consent Agenda:

(A) General Consent Items:

1. Approve the Purchase of Two (2) New 2022 F-250 Regular Cab, 2 Wheel Drive, XL 8 Foot Bed, 142 Wheel Base Trucks Utilizing the Sourcewell Cooperative Purchasing Contract # 060920-NAF, Expiring August 1, 2024; To Approve a Resolution Amending the FY22 Budget (BAF#22-058-T). (22-132). (Public Works Director)

2. Approve an additional field acceptance testing cost of $10,635.00 toward RFP P-22-03-COC ($252,212.00) to the contract being negotiated with Tierra, Inc. for Construction, Engineering and Inspection (CEI) Services for the oversight of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project; Approve a Resolution authorizing the City Manager to approve Change Orders in an Amount Not to Exceed $26,284.70 (10%) for a CEI Services Total of $289,131.70. (22-148). (Public Works Director)

3. Approve a HOME Investment Partnership (HOME) Program Agreement with Community Housing Initiative, Inc. (CHI) in the amount of $301,679.54 to award funds for the administration of the City's Purchase Assistance Program. Approve a Resolution amending the FY 2022 Budget (BAF# 22-060-T) transferring grant funding into the appropriate account. (22-149). (Community Services Director)

4. Approve a Resolution to Establish the Stabilization and Health Insurance Reserves for Fiscal Year 2022. (22-150). (Finance Director)

5. Approval of the requested Pay Plan change for Fiscal Year 2022. (22-151). (City Manager)

(B) Multi-Year Contracts:

None.

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on the FY 2022-2023 CDBG and HOME program funding; and provide notice to solicit public comment for both the FY 2022-2027 (5) year Consolidated Plan and notice of final public hearing scheduled for April 26, 2022. (22-141). (Community Services Director)

Ms. Neuterman stated that for FY 2022-2023, and based on last year's allocation, the City anticipates receiving $175,249 in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD) as a direct entitlement. The City also anticipates receiving $81,562.93, based on last year's allocation, in HOME Investment Partnership Program (HOME) funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

She explained the criteria in detail that the CDBG funds must meet and what the funds can be used for. Additionally, all activities that are carried out with the CDBG and HOME funds must be consistent with the priorities and needs of the five (5) year Consolidated Plan.

Ms. Neuterman provided staff's recommendations for funding as well as the amounts. She further added that Endeavor was not funded this year and explained the reasonings behind their decision. She pointed out that they provided feedback to them so that they could reapply next year.

Based on thorough review of each agency's proposal and financial statements, the committee's recommendations are as follows:

CDBG Public Services - Maximum 15% allowed $26,287			
Name of Agency	**Description of services to be provided**	**Amount Requested**	**Amount Recommended**
Community Services Council of Brevard -	Provide 13,953 well-balanced nutritional meals to 99 frail and nutritionally at-risk seniors.	$12,000	$12,000*

Senior Nutrition Program.			
Central Brevard Sharing Center	Provide daily nutritional meals to 357 low/mod income persons.	$15,000	$7,144*
The Salvation Army North Central Brevard Corps	Provide daily nutritional meals and provide basic necessities to 122 residents of their domestic violence shelter.	$5,000	$7,143*
Endeavour STEAM Summer Camp	Provide 2.87 days for 150	$5,000	$0
CDBG SECTION 108 Payments - $114,912			
Section 108 Loan Guarantee Program	Repayment of Section 108 Loan	$0	$114,912
CDBG Administration - 20% - $34,050			
City Staff			$33,050*
Fair Housing			$ 1,000
Total CDBG Admin			$34,050
Total CDBG Allocation			***$175,249***
****Any increase or decrease in funding will be deducted from the award.***			

HOME Administration- 7.43%* ***Brevard County Staff Admin 2.57%* - Total Admin 10%***			
Brevard County Staff Admin			$2,096*
City Staff Admin			$6,060*
HOME CHDO & Housing Set Aside - $79,466*			
CHDO Housing Activity	15% Mandatory CHDO set aside		$12,234*

Housing	Housing Activities		$61,172*
Total HOME Allocation			***$81,562***
****Any increase or decrease in funding will be deducted from the award.***			

Lastly, Ms. Neuterman stated that the next public hearing was listed for April 26, 2022 but according to the County it will not be ready for that time so it will be brought back at a later date.

Councilmember Koss asked about the $114,912 which was going towards the Joe Lee Smith Community Center and inquired about how long they would be paying for that debt. In response, Ms. Neuterman advised that it was the second year of the loan and they make payments as funds are available. Ms. Bowman further explained that the principal on the loan was about $45,000-60,000 per year, however, anything extra is being used to pay down the debt as there is no guarantee that the City will always receive CDBG funds. The interest rate is fairly low at this point until HUD decides that they want to sell it.

Councilmember Koss further asked why the Salvation Army was granted a little more. In response, Ms. Neuterman noted that it was based on the scoring and that they have a proven need as they have served above and beyond what has been given from the City.

Susan Blakesly, Central Brevard Sharing Center, thanked Council and provided their mission statement. She spoke in detail about the services that are provided and that they feed every day and clients range from infants to the elderly. Seventy percent of all services they provide are given to Cocoa residents. She invited them to their BBQ on April 2nd at Burton Smith Park.

Miriam Acosta, Chief Financial Officer for Aging Matters in Brevard, spoke on their behalf and stated they have been in this community for many years. They strive to help aging citizens have an independent and quality life. They have moved into a larger facility so that they can house more seniors for their activities. She invited Council to come visit between 11 am and 1 pm daily. There are also twelve other sites around the county. Lastly, she mentioned the Stable Home Program and stated that the City of Cocoa was the first city to help with this.

Cindy Mitchell, Director of the Salvation Army Domestic Violence Program, stated that they have been operating for thirty-eight years in Brevard County. They offer

residential and non-residential services to survivors. She thanked the City for their help and explained what they utilize the funding for which is food and shelter. Services provided are voluntary, confidential, and completely free, as everything provided for survivors during their stay.

Mayor Blake closed the hearing to the public and returned it to Council.

Councilmember Goins advised that there was an overage of funding for the Salvation Army and expressed his appreciation for what they do but recommended to spread some of the funding around. He mentioned the programs at Endeavor and that he would like to take the overages and give it to them as they are providing great services.

He clarified that he was recommending to take $2,143 from Salvation Army which would bring them to $5,000; and to take $2,857 from Aging Matters which would bring them to $5,000.

Ms. Bowman pointed out that these are grant funds and she pointed out that there are laws and regulations that staff has to abide by when spending the money. If they make a change they could be at risk for losing funding in the future.

Councilman Goins provided information from the agenda item and pointed out why he thought Endeavor qualified for funding.

Ms. Neuterman explained that the committee met and she explained in further detail why Endeavor did not meet the requirements. She agreed that this could present a challenge and could disqualify the City for future funding.

City Manager Whitten asked Ms. Bowman if there were funds available under ARPA. Ms. Bowman agreed to check.

Mayor Blake asked everyone to give the process a chance.

Deputy Mayor Hearn commended Councilmember Goins for trying to expand funding around the city. He also thanked all of the organizations for everything that they do.

* **MOTION by Councilmember Koss; Seconded by Councilmember Dyal, to approve the item.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Whitten advised that staff has worked with Endeavor.

* **MOTION by Mayor Blake; Seconded by Councilmember Koss, to fund the Endeavor Program through ARPA if they are able, and to allow Finance to make all necessary budget amendments and transfers needed.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Accept the Comprehensive Annual Financial Report (ACFR) and the Audit Report for Fiscal Year 2021. (22-120). (Finance Director)

Joel Knopp, a Shareholder with MSL, provided a presentation[1] and advised that they received full cooperation from City staff while conducting the audit. Ms. Bowman oversaw the audit and he stated that it is quite a process. He explained the audit reports and opinions provided.

Mr. Knopp explained an overview of the audit, including required communications, and the reports included in the CAFR. He announced that a clean opinion was provided and that there were no management letter comments.

The last report was the Auditor's Report on Compliance for each major Federal program and on Internal Control over Compliance and Report on schedule of expenditures of Federal awards. There were no compliance findings related to major grants and no internal control over compliance findings related to major grants.

Mr. Knopp reiterated that there is a lot of work that goes into the audit and they are here about six months out of the year. He congratulated City staff on a job well done.

Lastly, Mr. Knopp provided the financial highlights including a City-wide analysis, General Fund, General Fund Budget, and the Proprietary Fund (Water & Sewer).

[1] EXHIBIT A: Audit Report Presentation

Mayor Blake clarified that they have been good with the City's dollars and he provided kudos to the Finance team. Ms. Bowman thanked other departments as well.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Koss, to Accept the Comprehensive Annual Financial Report (ACFR) and the Audit Report for Fiscal Year 2021.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Requesting Council approval for a revised street closure for the upcoming Historic Cocoa Village Main Street Car Show on April 2, 2022. (22-139). (Asst. to the CM/PIO)

Ms. Senger explained this street closure and that they are requesting to include two streets for the upcoming car show.

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider the reappointment of Ms. Candace Rogers as a member of the Cocoa CRA through April, 2026. (22-166). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to Approve the Reappointment of Ms. Candace Rogers as a member of the Cocoa CRA through April, 2026.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Rogers thanked Council and staff for their support.

Deputy Mayor Hearn thanked her and felt she was an asset to the board.

VIII. City Business:

1. Approval of the 2021 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement by maintaining 239 jobs at an average annual wage above $42,421. (22-142). (Economic Development Manager)

   Ms. Essing provided the background to this item. She noted that they have maintained the jobs and the annual average wage has gone up to $58,000. They have increased their employment to 322 for a mixture of full and part-time jobs and they now distribute to all Sams Clubs in Florida.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the 2021 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement by maintaining 239 jobs at an average annual wage above $42,421.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Calls for service provided by the Cocoa Fire Rescue Department for the month of February 2022. (22-137). (Fire Chief)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 2/28/2022. (22-145). (Finance Director)

3. FY 2022 Budget Adjustment Report. (22-152). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (22-153). (Finance Director)

5. 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. (22-154). (Finance Director)

X. Reports:

City Manager Whitten spoke to the comments made during Delegations and he re-watched the video and did not ridicule anyone on that date. He takes exception to the comments that he ridiculed anyone on that day.

Ms. Neuterman pointed out that March is Women's History Month and the Cocoa PAL Youth Leadership Council would be honoring Ms. Jewel Collins at an upcoming event.

Ms. Senger asked for a consensus from Council if they would like to remove the requirement to have event organizers require a Covid protocol for their events.

* **CONSENSUS AMONG COUNCIL TO NO LONGER REQUIRE EVENT ORGANIZERS TO SUBMIT A COVID PROTOCOL FOR THEIR EVENTS.**

Chief Lamm spoke about Covid and that they have continued to see a decline in the cases of Covid. He asked Council if they would like to continue to receive a report at every meeting or only if they noticed a spike or any other issues relating to Covid.

Council agreed to only be updated if issues arose or a spike in cases happens.

Chief Lamm asked everyone to keep John Taylor's family in their prayers as they were notified that he had passed away.

Mr. Smith advised that the Brightline closure on Dixon Blvd. had been extended and stated the next closure would be Highland.

Mayor Blake thanked Public Works for the cleanup on SR 520 but that this was an ongoing issue.

Deputy Mayor Hearn provided kudos to dispatchers as a couple of days ago a tree had fallen on Dixon Blvd. He called the non-emergency number and it was gone quickly.

Councilmember Koss mentioned that the Brevard Heritage Council gave walking tours through Cocoa Village and it was a great turnout.

She noted that while on Council you see rewarding things happen. She felt two things that have been rewarding recently were the opening of Family Promise at the old fire station and Aging Matters moving to the new Joe Lee Smith Center.

Councilmember Goins talked about McNair Magnet School's Civics class and thanked them for attending this meeting. He was with them yesterday from 9 a.m. until 4 p.m. He commended the students, teachers, and their Principal Mrs. DeLaughter and mentioned that during Covid, they went door to door to students' homes to check on them.

He attended the IEMO III Leadership Class and thought it was a great class and he learned a lot.

Councilmember Goins provided an update on Juneteenth and advised that they have been meeting since November in order to make this a great event. He advised that they may need to increase the budget.

Lastly, he invited Council and the community to come to Cocoa High School on April 10th to help paint the stadium bleachers from 1-5 p.m. Cocoa High will be providing the paint.

Councilmember Dyal enjoyed having McNair Magnet School in attendance tonight and reminded everyone of the upcoming car show in the Village on April 2nd. It is the first time that the 1947 Fire Truck will be in it.

In closing, Mayor Blake stated that you will never be criticized by someone doing more than you, you will always be criticized by someone doing less than you.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to adjourn the Regular meeting of March 22, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:46 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

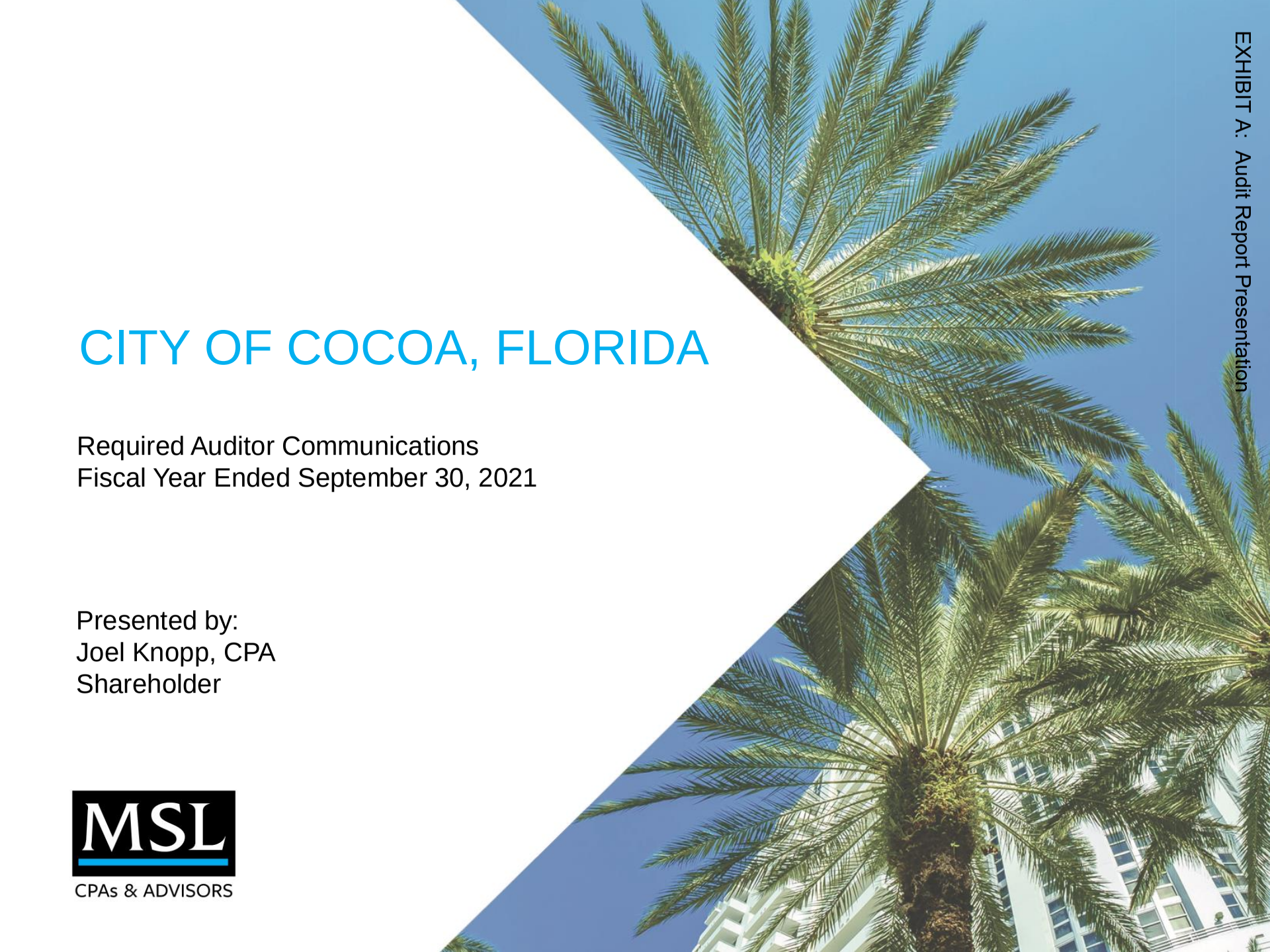


EXHIBIT A: Audit Report Presentation

CITY OF COCOA, FLORIDA

Required Auditor Communications
Fiscal Year Ended September 30, 2021

Presented by:
Joel Knopp, CPA
Shareholder

MSL
CPAs & ADVISORS



AUDIT OVERVIEW

MSL

FLORIDA ROOTS. GLOBAL REACH.

Required Communications



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

MSL

Services and Deliverables



Auditor's Report on Financial Statements (Pages 1-3)

- Unmodified Opinion

Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters (Pages 179-180)

- No current year findings

Services and Deliverables *(Cont.)*



Auditor's Management Letter (Pages 181-183)

- No management letter comments

Independent Accountant's Report (Page 184)

- No investment compliance findings

Services and Deliverables *(Cont.)*



Auditor's Report on Compliance for Each Major Federal Program and on Internal Control over Compliance and Report on Schedule of Expenditures of Federal Awards (Pages 186-188)

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



FINANCIAL HIGHLIGHTS

MSL

FLORIDA ROOTS. GLOBAL REACH.

City-Wide Analysis (Pages 18-20)



	Governmental Activities		Business-type Activities	
	2021	2020	2021	2020
Total Assets & Def Outflows	$115.4M	$107.4M	$341.3M	$332.6M
Total Liabilities & Def Inflows	$75.1M	$76.9M	$143.7M	$151.6M
Net Position:				
Net Investment in Capital Assets	$35.7M	$34.9M	$144.1M	$144.8M
Restricted	1.5M	0.9M	33.1M	27.8M
Unrestricted	3.0M	(5.2M)	20.3M	8.3M
Total Net Position	$40.2M	$30.6M	$197.5M	$180.9M
Unrestricted NP as a % of Total Expenses	8.1%	(13.3%)	39%	15%
Change in Net Position	$9.6M	$2.7M	$16.6M	$14.7M

MSL

General Fund (Pages 21 and 23)



	2021	2020
Total Assets	$36.3M	$31.5M
Total Liabilities & Def Inflows	$4.0M	$4.0M
Fund Balance:		
Nonspendable	$1.6M	$1.4M
Restricted	0.1M	0.1M
Committed (includes stabilization fund)	11.8M	12.3M
Assigned	8.6M	8.8M
Unassigned	10.1M	4.9M
Total Fund Balance	$32.2M	$27.5M
Unassigned FB as a % of Total Expenditures and Transfers Out	30.8%	13.7%
Net Change in Fund Balance	$4.7M	$1.8M

MSL

General Fund Budget (Pages 109-111)



	Budget	Actual	Positive (Negative)
Resources:			
Beginning Fund Balance	$27.5M	$27.5M	
Total Revenues & Transfers In	40.3M	42.7M	$2.4M
Total Resources	67.8M	70.2M	
Total Expenditures & Transfers Out	46.8M	38.0M	8.8M
Ending Fund Balance	$21.0M	$32.2M	
Net Change in Fund Balance	$(6.5M)	$4.7M	$11.2M

MSL

Proprietary Fund – Water and Sewer (Pages 25-27)



	2021	2020
Total Assets & Def Outflows	$334.4M	$326.1M
Total Liabilities & Def Inflows	143.0M	150.9M
Net Position:		
Net Investment in Capital Assets	139.3M	140.0M
Restricted	32.6M	27.3M
Unrestricted	19.4M	8.0M
Total Net Position	$191.3M	$175.3M
Total Operating Revenues	$70.6M	$71.5M
Total Operating Expenses	46.9M	49.7M
Operating Income	$23.7M	$21.8M

MSL

Questions or Comments



From: Kristin Lortie
To: Samantha Senger; Carie Shealy
Subject: Delegations Comment - Cocoa City Council Meeting - March 22, 2022
Date: Tuesday, March 22, 2022 3:36:38 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Ms. Shealy,

I am submitting the statement below, with a request that my statement be included in the March 22, 2022 meeting minutes as a public delegation comment to city council. Confirmation that my statement is being submitted to council and included in the meeting record is requested.

Mayor Blake, City Council Members and Mr. Whitten,

My comment is a follow up to the March 15th Goal Setting & Priorities workshop from 10:00 a.m. - 4:00 p.m., and that began with a budget presentation.

As an attendee that attended all 6-hours of the March 15th workshop, I am one of a few citizens who was present from the beginning through to the end, and who prepared for the workshop in advance by facilitating 2 citizen gatherings, and collecting citizen input regarding the updating of the strategic plan. These citizen priorities were submitted to city council at the March 8th, 2022 city council meeting, and again at the March 15th workshop.

Preparing for the March 15th workshop was unsettling, due largely to the lack of information on what would be included as public participation, the lack of response to an email to the city manager on whether the meeting would be recorded/live-streamed, and even something as simple as revealing the time and duration of lunch beforehand, and to which some attendees scrambled to locate a lunch option during the 30-minute lunch window.

Regarding the budget presentation, staff is suggesting that a millage increase will be needed this year similar to last year. I support the public commenter that suggested at the workshop that if the city does not believe it can achieve the city business without a millage increase, that city staff provide a zero-millage increase budget, so that taxpayers can review the impacts to the city of not having a millage increase.

On the planning presentation that occurred in the afternoon, I object to the City of Cocoa strategic plan being updated without the following items:
1) a community engagement workshop to inquire on citizen priorities and to obtain citizen feedback on all planning measures;
2) a 30-day public input window for citizens to provide feedback to the city;
3) an opportunity for citizens to weigh in on the draft plan revisions, and that currently includes **significant changes to the city's vision, priorities, core values, SWOT (Strengths, Weaknesses, Opportunities and Threats analysis).**

While the city has indicated that there will be citizen inclusion later in the process to obtain some feedback, citizens are being denied the outreach of the city to solicit input, and that

affects the blueprint and core of the plan updates.

Based on comments made at the workshop, it appears the city manager is advocating for the single afternoon session of the March 15th workshop to be the total of the updated planning for the strategic planning items noted above, whereas the original planning took over 2 years to complete, beginning in 2014 and ending in 2016. It appears the city staff will no longer set out goals and objectives in advance, as they did in the original strategic plan, but will instead simply post project updates to the city website on priorities that they themselves selected. No timeline duration for the revised plan "updating" was given.

The process I witnessed during the workshop excludes citizens from "having the opportunity to participate in community decisions", as stated in the current city vision. Only the citizens who attended the workshop had an opportunity to be heard in person as a part of the updating of the strategic plan. The revised vision statement was one of the key items changing from a strong statement, to a pleasant-sounding yet diluted statement from the current statement.

In closing, I am strongly opposed to the current process of updating the strategic plan, and without including citizens in all parts of the revised planning. The city manager made a point when he stated that one citizen goes to the right when he goes to the left, and appeared to be referring to me after my comment stating my objections to the changing of the city's vision without requesting citizen input. I am advocating on behalf of the opportunities of all Cocoa residents to fulfill the city's vision for us to participate in community decisions.

For the record, since there seems to be some confusion on what citizen participation means, I would like to clarify that citizens participating in community decisions is much more than enduring the citizens of Cocoa during their public comments at city meetings. I support #teamcocoa in creating participatory spaces where we can address our community needs together.

Regards,

Kristin Lortie, 5524 Brilliance Circle, Cocoa, FL 32926

E-Comment rec'd from K. Lortie
re: Item VI.1

From: Kristin Lortie
To: Samantha Senger; Carie Shealy
Cc: Ibis Berardi; Cassandra Black
Subject: 3/22/22 Meeting Comment Agenda Item 22-141 - Public Hearing to Obtain Citizen Input on Housing and Community Needs
Date: Tuesday, March 22, 2022 12:34:42 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Ms Shealy,

I am emailing the meetings@cocoafl.org address to request that the comment below be included with the 3/22/22 meeting in regard to Agenda item 22-141. I am also requesting that my comments be included with the public comments that are being compiled by Housing Program Manager Ibis Berardi as a part of the updating of the 5-year Consolidated Plan and the FY2022-23 program funding.

March 22, 2022 Public Hearing Comment:

I am a Cocoa resident that attended the November 4th and 5th, 2021 Consolidated Plan Update community presentations, completed the community services public survey in 2021, shared the survey with others to help encourage resident participation, and provided follow-up input.

It was a surprise to me to learn on March 18, 2022 when reviewing the city council meeting agenda (posted on March 18th), that there was a public hearing just 4 days later on March 22, 2022 to solicit public comment regarding housing and community needs. I review the city's Facebook page regularly, and did not see the hearing posted on the city's Facebook page where events are typically posted. In reviewing the agenda detail information, I learned that there was a notice placed in the Florida Today newspaper on February 17, 2022 for the March 22nd public hearing, and that there was a publicly noticed meeting on February 4th, 2022, to review the proposals submitted for funding requests. I was not aware of the February 17th newspaper notice or the February 4, 2022 proposal review meeting.

My suggestions to the housing program are the following:

1) When there is a public hearing to request public input, provide notice to the public through multiple avenues other than newspaper notices that residents are not accustomed to looking for information. The topic of housing and community needs is an important one in our community. It would show good faith on the city's part to ensure that residents have ample opportunity to know that the city is requesting their input. The program appears to receive little public input, as evidenced in a review of the 2021 and 2019-20 program reports that show no public input was provided. I hope to see more public comments in the FY2022-23 update, and have already submitted multiple comments regarding the updating of the 2022-27 5-year Consolidated Plan.

2) Include an email address for the public to email comments in all notices. This is a time when many people depend on electronic access for participation, and cannot always access in-person meetings and deliver or mail letters. The posted requirements from the February 17th announcement are overly cumbersome by not including a location for emailed comments.

3) Update the participation plan to include a goal to receive citizen feedback as a part of all reports and public hearings, with specific objectives for achieving the goals. There are too many report updates that contain little to no public comments or input.

I hope to see additional community outreach prior to the final hearing on April 26, 2022, including making draft materials of the FY2022-23 and the 2022-27 plan easily available to the public well ahead of the April 26th, 2022 Final Hearing.

Additional comments are in my email below, including requests for clarification and information to be informed on this agenda item, and that I look forward to receiving. If any other steps are needed to have my feedback included in the meeting minutes and the above-noted presentations, please let me know. I am requesting confirmation that my feedback will be included.

Regards,

Kristin Lortie, Cocoa Resident

---------- Forwarded message ---------
From: **Kristin Lortie** <kristin.lortie@gmail.com>
Date: Sun, Mar 20, 2022 at 6:35 PM
Subject: 3/22/22 Public Hearing Inquiry - Cocoa Housing & Community Development
To: Ibis Berardi <iberardi@cocoafl.org>
Cc: Cassandra Black <cblack@cocoafl.org>

Ms. Berardi,

I am writing with questions prior to the 3/22/22 Public Hearing requesting input regarding housing and community development to **"Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs"**, and have a few questions prior to the hearing.

1. I found out about the public hearing on Friday, 3/18/22 when the City of Cocoa 3/22/2022 council meeting agenda was posted online. The agenda details reflect that the meeting was posted in a Florida Today announcement on 2/17/22.

- Was the 2/17/22 Florida Today notice the only place that the public notice was posted? I did not see it announced on the city's Facebook page or on the city website in the Housing & Neighborhood Services section;
- Since the city is expressly soliciting citizen input and comments, would it have been helpful to ensure that notice of the 3/22/22 meeting was shared widely with the public through the city's standard information distribution channels?
- The 2/17/22 notice states that public comments will only be accepted in person, by mail, and at the 3/22/22 public hearing.
    - How will emailed comments from the public be treated?
    - Will emailed comments be included as public comments with the hearing information?

2. The 3/22 city agenda item states that ***"All proposals were reviewed at a publicly noticed meeting by a staff review committee."***

- What type of meeting were the submitted proposals reviewed at?
- Was this public notice placed only in the Florida Today newspaper, or was the meeting noticed elsewhere?
- What date was the proposal review meeting notice placed in the Florida Today newspaper?
- I am requesting the following information:
    - 1) copies of the proposals submitted, and
    - 2) a copy of the notice for the meeting that the proposals were reviewed at.

3. Is the draft 2022-27 (5) year consolidated plan available for review?

- I checked the Housing & Neighborhood Services on the City of Cocoa website, and do not see information on the updated consolidated plan.
- Can you please email a copy of the draft plan?

4. As you know from my prior participation, I am a citizen interested in this topic, and that attended both of the 2021 public workshops. Based on the poor visibility of advance information regarding the public meeting to review proposals, and the 3/22/22 public hearing, it gives the public the appearance that the city may only be conducting a formality of public engagement and notification, and as required by the funding agencies. Can you please help to dispel me of this perception, by advising on where I have missed access to information regarding these two meetings?

Providing the information at your earliest convenience would be a help to me to prepare for the 3/22/22 public hearing.

Thank you,

Kristin Lortie

Legislation Details (With Text)

File #:	22-254	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/27/2022			**In control:**	City Council
On agenda:	5/10/2022			**Final action:**	
Title:	Trash Bash Results & Awards Presentation. (Asst. to the CM/PIO)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 27, 2022
Agenda Date: May 10, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Trash Bash Results & Awards Presentation.

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Trash Bash Results & Awards Presentation.

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Legislation Details (With Text)

File #:	22-253	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/26/2022			**In control:**	City Council
On agenda:	5/10/2022			**Final action:**	
Title:	Proclamation: Proclaiming May 2022 as "Building Safety Month". (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Building Safety Month.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 26, 2022
Agenda Date: May 10, 2022
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Proclamation - May is Building Safety Month

BACKGROUND:

Proclamation

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

N/A

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RECOMMENDED MOTION:

Proclamation - May is Building Safety Month

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PROCLAMATION

Whereas, *Cocoa, Brevard County, Florida, is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike; and*

Whereas, *our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings; and*

Whereas, *these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play; and*

Whereas, *these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes; and*

Whereas, *Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials––who assure us of safe, sustainable and affordable buildings that are essential to our prosperity; and*

Whereas, *"Safety for All: Building Codes in Action," the theme for Building Safety Month 2022, encourages us all to raise awareness about planning for safe and sustainable construction; career opportunities in building safety; understanding disaster mitigation, energy conservation; and creating a safe and abundant water supply to all of our benefit; and*

Whereas, *each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the month of May 2022 as Building Safety Month and encourage our citizens to join us as we participate in Building Safety Month activities.*

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 10th day of May, 2022.*

CITY OF COCOA CORPORATE SEAL FLORIDA

Michael C. Blake

Mayor

ATTEST:

Carie Shealy

City Clerk

Legislation Details (With Text)

File #:	22-278	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/3/2022			**In control:**	City Council
On agenda:	5/10/2022			**Final action:**	
Title:	Proclamation: Proclaiming the last Friday of April as "Arbor Day 2022". (Councilmember Koss)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Arbor Day 2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 3, 2022
Agenda Date: May 10, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Proclamation: Proclaiming the last Friday of April as "Arbor Day 2022".

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Proclamation: Proclaiming the last Friday of April as "Arbor Day 2022".

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PROCLAMATION

WHEREAS, *in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and*

WHEREAS, *this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and*

WHEREAS, *Arbor Day is now observed throughout the nation and the world; and*

WHEREAS, *trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and*

WHEREAS*, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and*

WHEREAS, *trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and*

WHEREAS, *trees, wherever they are planted, are a source of joy and spiritual renewal.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the last Friday of April, 2022 as:*

"Arbor Day"

In the City of Cocoa and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and to plant trees to gladden the heart and promote the well-being of this and future generations.

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 10th day of May, 2022.*

Michael C. Blake

Mayor

ATTEST:

Carie Shealy

City Clerk

Legislation Details (With Text)

File #:	22-45	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	1/13/2022			**In control:**	City Council
On agenda:	5/10/2022			**Final action:**	
Title:	Proclamation: Proclaiming the Week of May 15 - 21, 2022 as “National Police Week.” (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Police Week.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 13, 2022
Agenda Date: May 10, 2022
Prepared By: Susan L. Lambert, CAP, OM
Through: Evander Collier IV, Chief of Police
Requested Action:
Proclamation: Proclaiming the Week of May 15 - 21, 2022 as “National Police Week.”

BACKGROUND:

Enter text here

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

Budgeted Choose an item.
If not budgeted, is amendment/transfer attached? Choose an item.

Amount Requested $
Account Number _
Account Name _

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_

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____ Grant Source:_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

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

Change Order Amount $_

Original Purchase Order _
Original P.O. Amount _$
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _
Total amount in change orders to date _$

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:
Proclamation: Proclaiming the Week of May 15 - 21, 2022 as “National Police Week.”

PROCLAMATION

Whereas, *in 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as National Police Memorial Week. Currently, tens of thousands of law enforcement officers from around the world converge on Washington, DC to participate in many planned events which honor those that have paid the ultimate sacrifice; and*

Whereas*, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Cocoa Police Department; and*

Whereas*, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that the members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, by protecting the innocent against deception and the weak against oppression; and*

Whereas*, the City of Cocoa honors the valor, service, and dedication of all Police Officers, and publicly recognizes the service of every one of the members of the City of Cocoa Police Department.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the week of May 15 – 21, 2022, as National Police Week in the City of Cocoa and urge all Citizens to publicly recognize the service of law enforcement officers in our community and communities across the nation.*

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 10th day of May, 2022*

Michael C. Blake

Mayor

ATTEST:

Lani Sharp

City Clerk

Legislation Details (With Text)

File #:	22-282	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/5/2022			**In control:**	City Council
On agenda:	5/10/2022			**Final action:**	
Title:	Proclamation: Proclaiming the Week of May 15-21, 2022 as "National Public Works Week." (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Public Works Week.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 5, 2022
Agenda Date: May 10, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Proclamation: Proclaiming the Week of May 15-21, 2022 as "National Public Works Week."

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Proclamation: Proclaiming the Week of May 15-21, 2022 as "National Public Works Week."

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Legislation Details (With Text)

File #:	22-287	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	5/9/2022			**In control:**	City Council
On agenda:	5/10/2022			**Final action:**	
Title:	Authorize the City Manager to approve a change order with Cortez Heating and Air, LLC in the amount of $20,795 to expedite the delivery and installation of the Civic Center's replacement cooling units under Bid # B- 22-08-COC. Request Council to approve a Resolution Amending the FY 2022 Budget, BAF #22-085. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bid Tabulation Sheet.pdf Cortez Heating and Air LLC B-22-08-COC.pdf Budget Resolution FY 2022- ADA Compliant.pdf BAF 22-085-A-PW-HVAC Units Civic Center (5-10-22) Agenda 22-287.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2022
Agenda Date: May 10, 2022
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Authorize the City Manager to approve a change order with Cortez Heating and Air, LLC in the amount of $20,795 to expedite the delivery and installation of the Civic Center's replacement cooling units under Bid # B- 22-08-COC. Request Council to approve a Resolution Amending the FY 2022 Budget, BAF #22-085.

BACKGROUND:

Bid # B-22-08-COC was published on February 22nd, 2022 with solicitations going out to 1,027 vendors, of which 23 reviewed the invitation to bid. This bid closed on March 24th, 2022 with four submittals received where Cortez Heating & Air LLC was the apparent lowest and most responsive bidder at $80,095. A contingency resolution of $10,005 was set aside for the project at this meeting.

After Council awarded this bid to Cortez Heating and Air LLC, staff engaged with the vendor to schedule the lead times for delivery and installation of the cooling units. Cortez Heating and Air quoted Johnson Controls units with a lead time of 40 weeks. Staff asked about alternatives with less lead time. Cortez proposed using Carrier units with a 29-week lead time and an increased price of $20,795, which would result in a change order to the contract. This price is still less than the next

lowest bidder.

The current A/C units installed at the Civic Center date back to the refurbishment that was completed in the mid 2000's. Earlier this year the two main units suffered equipment failure that removed them from service. This loss of service had a profound effect on event rentals.

The Facilities Division was able to acquire replacement parts for repair at increased costs and lead time for installation. These units (20-ton, 15-ton, and 7.5 ton) have reached the end of their useful life. Public Works considers these A/C units to be critical to the continued operation of the Civic Center. Should the system fail completely the monthly cost to rent a unit could exceed $5,000 a month.

At this meeting, staff is requesting an additional budget of $20,795 to expedite the new units and allow the City Manager to approve the Change Order.

STRATEGIC PLAN CONNECTION:

This work will enhance the City of Cocoa's community development through the events that utilize the Civic Center; introducing new people to the City's amenities.

BUDGETARY IMPACT:

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

BAF 22-085-A

Amount Requested	$20,795
Account Number	001-0000-389.99-50
Account Name	Fund Balance

Amount Requested	$20,795
Account Number	001-3560-519.64-00 PW00CC
Account Name	Capital Equipment

Project Total $100,890

Project with Contingency $110,895. Contingency will not be included with the original PO.

PREVIOUS ACTION:

Council awarded Bid B-22-08-COC to lowest and responsive bidder Cortez Heating and Air, LLC on April 12, 2022.

RECOMMENDED MOTION:

Authorize the City Manager to approve a change order with Cortez Heating and Air, LLC in the amount of $20,795 to expedite the delivery and installation of the Civic Center's replacement cooling units under Bid # B- 22-08-COC. Request Council to approve a Resolution Amending the FY 2022 Budget, BAF #22-085.

CITY OF COCOA

TABULATION SHEET

A/C Replacement at City of Cocoa Civic Center

ITB B-22-08-COC

March 24, 2022

VENDOR	Address	Bid Amount
1. Air Mechanical + Service Corp.	325 Anchor Rd Casselberry, FL 32707	156,750.00
2. Cortez Heating + Air LLC	5012 US Hwy 41 N, Palmetto FL 34221	80,095.00
3. Precision Air Conditioning of Brevard, Inc.	505 Canaveral Groves Blvd Cocoa, FL 32926	112,250.00
4. Competitive Air + Heat	689 S Hedgecock Square Satellite Beach, FL 32937	110,253.00
5.		
6.		
7.		

Note: The Tabulation Sheet is used to document the screening of bid / proposal pricing, material and immaterial contents. Results of the the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

This record is currently unavailable.

RESOLUTION NO. 2022-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 10th day of May, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

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SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 10 day of August, 2021 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Universal Controls Instrument Svc Co, ("Contractor") (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to Contract No. 190-0445-B(JA) ("ITB") for Flow Meters Parts, Repairs services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. "**Agreement**" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "**County Confidential Information**" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in this Standard Services Agreement, and any other information designated in writing by the County as County Confidential Information.

C. "**Contractor Confidential Information**" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "**Contractor Personnel**" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "**Services**" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Maintenance Division Director - Utilities.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on (select appropriate box):

☒ the Effective Date and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

B. Term Extension. (Select appropriate box.)

☒ The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of **$9,731,881.76**, for Services completed and accepted as provided in Section 15 herein if applicable, payable

on a fixed-fee basis for the deliverables as set out in Exhibit **C**, payable upon submittal of an invoice as required herein.

C. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

D. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

☒ the designated person as set out in Section 18 herein;

.

6. Personnel.

A. E-Verify. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

B. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

C. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.
Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes
Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit **B**, attached hereto and incorporated herein by reference.

B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Maintenance Division Director - Utilities or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to *Universal Controls Instrument Svc Co*. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. (Select appropriate box.)

☒ This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

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17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:	For Contractor:
Attn: Alan Bollenbacher Maintenance Division Director - Utilities 6730 142nd Avenue North Largo, FL 33771 abollenb@pinellsacounty.org	Attn: Universal Controls Instrument Svc Co 1906 Lake Ariana Blvd Auburndale, FL 33823

with a copy to:
Merry Celeste
Division Director, Purchasing & Risk Management
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756
mceleste@pinellascounty.org

19. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction

other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
By and through its
Board of County Commissioners

By
Dave Eggers, Chair, Board of County Commissioners

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By:
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL PINELLAS COUNTY, FLORIDA

Approved as to Form

By:
Office of the County Attorney

APPROVED AS TO FORM
By: *Keiah Townsend*
Office of the County Attorney

Gossamer Bay, Inc. dba
Universal Controls Instrument Svc Co
Name of Firm

By: SHARON FORRESTER
Signature

Sharon O. Forrester
Print Name

President
Title

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

A. **MANUFACTURERS**

Flow meter manufacturers under County use include:

Group	Manufacturer
Group 1	ABB (ASEA Brown Boven)
Group 2	ABB Aquaprobe
Group 3	EMCO
Group 4	Emerson-Rosemont
Group 5	Endress & Hauser (E&H)
Group 6	Fuji (clamp on)
Group 7	Krohne
Group 8	Semetrics
Group 9	Siemens
Group 10	Siemens Milltronics Hydroranger (Flumes)
Group 11	Signet
Group 12	Teledyne ISCO Open Channel Radar
Group 13	Teledyne ISCO 2150
Group 14	Water Specialties (McCrometer Meters)
Group 15	PFS (Primary Flow Signal Meters)
Group 16	Ametek Meters
Group 17	GE (General Electric) Aqua Trans

B. **REQUIREMENTS**:

1) The awarded Contractor will be required to execute the attached standard services agreement. No exceptions to the standard services agreement will be allowed.

2) Contractor shall provide a reference list for at least four (4) customers for whom they've performed similar services providing: Contractor shall provide details they have sufficient facilities, equipment, expertise, ability and financial resources to perform the work specified and within the time specified, within the bid submittal.

3) Inspection: Pinellas County Utilities (PCU) reserves the right to inspect the Contractor's place of business, staff, and equipment at any time during the term of the agreement to confirm Contractor can perform or provide the requirements of the bid request.

4) Contractor shall provide a list of employees that will be involved in performing the work under this contract, including years of experience, and required factory or manufacturer certification or training certification within the submission. Contractor is to provide evidence on whether the manufacturer does or does not require certified installers to enforce the manufacturer's warranty, written on manufacturer's letterhead and signed by an engineer or officer of the manufacturer. Contractor shall submit proof of employees' certification in OSHA Confined Space Standard 29 CFR 190.146 for performing work in confined space areas within bid submittals.

5) Contractor will supply all required safety equipment when testing, repairing, or performing any work for the County. When working in confined work areas (including but not limited to vaults, manholes, and wet wells) Contractor shall supply and use employees who have completed a training class, and are currently certified, conforming to OSHA Confined Space Standard 29 CFR 1910.146 (latest version) for performing work in confined space areas.

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

6) Contractor is to assign a dedicated account manager who is available during normal business hours to administer this contract.

7) Identification of Employees:
   a) Contractor shall furnish each employee with proper identification badges, displaying the employee's picture, name and Contractor name.
   b) Contractor's employees will always have identification visible.
   c) Contractor and its employees shall dress in a professional manner compliant with the County and OSHA safety standards.

   d) Contractor and its employees shall dress in manner representative of the Contractor's organization.
   e) Contractor's employees shall not dress in a manner representative of the County or department where work is being performed.
   f) Contractor service vehicles used on County premises shall be clearly identified with Contractor's name on exterior body.

C. **SCOPE**

Contractor is to provide new flow meters, authorized Original Equipment Manufacturers (OEM) parts, repair and recalibration services, as needed, on various types and manufacturers of flow meters throughout Pinellas County. The flow meters which may need replacement, parts and repair include electronic magnetic meters, flume wastewater meters, venturi type water meters, and open channel radar (Teledyne ISCO) type meters used for recording potable water, reclaimed water, and wastewater flow. All repairs connections and fittings must be in accordance with the Pinellas County Materials Specification Manual dated September 1, 2015, or latest manual found on the Pinellas County website.

Contractor shall provide all, at a minimum: labor, tools, material, travel, equipment, and safety items for servicing the flow meters. All associated costs shall be included in the unit pricing to create an all-inclusive cost.

Services shall include, but are not limited to:

i. field repair
ii. pick-up and delivery
iii. bench repair
iv. disassembly
v. inspection
vi. condition report
vii. failure analysis
viii. revalidation
ix. recalibration with factory approved certification documentation, including all test results

1) All meters for potable water materials must be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417, as amended.

2) Repairs – at a minimum, every repair shall include indicated procedures as applicable, but not limited to:
   a) Inspect and test for electrical, mechanical and physical defects
   b) Determine cause of failure and provide typewritten reports on findings providing recommendations to County. (All reports shall be on company letterhead or company forms.)
   c) Provide repair estimate and consult with County regarding repair/replacement.

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

- Electronically transmitted estimates should be received within one (1) day and must be received within three (3) working days of inspection

d) Perform a physical inspection, reporting deficiencies in the condition of the meter equipment support structures, conduits, grounds, electrical panels, cabinet locks, paint condition, or other issues that may potentially affect the reliability of the meter installation at any time.
e) Provide digital pictures with the estimate for repair or replacement (explain the failure condition), if applicable.
   - Label photos with the project name, location, and type of water that is being metered
f) Report cause of failure, results of key tests and measurements within the report.
g) Only install new components that meet or exceed OEM specifications.
h) Document all services and specifications for quality assurance.
i) Either field repair or pick-up and deliver units that require bench repair and install repaired units.
j) Recalibrations or revalidations must be performed after each repair, or as requested.
k) Invoice backup must include original Contractor cost (receipt) for all parts and shall have the project name and location of the project on all invoices.
l) Removal and re-installation of spool pieces will be performed by County.
   - **EXCEPTION**: The Teledyne ISCO pipe sensor used on open flow sewer systems will be installed and removed by the Contractor. Contractor will be responsible for all other aspects of the installation.

3) Replacement
   a) In the event a flow meter cannot be repaired, Contractor will notify County.
   b) The purchase of new flow meters shall be at Contractor cost and allow for a percentage markup **OR** discount.
   c) Invoice backup must include original Contractor cost (receipt).
   d) Contractor will supply County with all manufacturer's documentation related to: installation, maintenance, programming, meter specifications, testing and OEM certification, within thirty (30) days, for all new equipment.

4) Recalibration and Revalidation Services
   b) PCU is requesting recalibration or revalidation of flow meters on an annual or more frequent schedule.
   c) Contractor shall perform recalibration or revalidation according to the original flow meter manufacturer's requirements to determine if the meters meet or exceed the manufacturer's published accuracy specifications.
   d) Successful revalidation of magnetic flow meters that do not have a provision for field calibration will require a certification document stating that the meter records flow volume within the original manufacturer's tolerance for accuracy.

5) Test Form
   Contractor shall develop and use a standard field test form, approved by County, to log test measurement information. The Test Form shall be submitted to the County with invoice prior to payment. At a minimum, this test form shall include the following information:
   a) Pinellas County Utilities customer (to be provided by County at the time service is requested).
   b) Meter location (address)
   c) GPS Coordinates
   d) Meter size
   e) Meter service (potable water, reclaimed water, wastewater)
   f) Meter type (mag-meter, venturi, flume, radar, etc.)
   g) Meter serial number (to be provided by County at the time service is requested)

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

h) Meter measuring parameters including the programmed flow range, meter factor, measuring units programmed, multiplier, low flow cutoff and other electronic programmed data, as applicable.
i) Meter reading prior to starting work and meter reading at completion of work. Include totalizers and flow rates, if available.
j) Contractor's technicians must record of all measurements taken including the actual readings and the manufacturer's range of acceptable readings for each respective measurement. When the Contractor's technician makes any adjustments or changes that affects the meter calibration, the before and after measurements must be supplied.
k) Certification that all test equipment used for taking measurements has been checked for accuracy within the last twelve (12) months or has been recalibrated within twelve (12) months of taking measurements for revalidation of County flow meters.
l) Contractor's company name, address, phone number, technician's printed name and signature, time of day, and date that testing was performed at the meter site.
m) All reports shall be typewritten or written legibly in waterproof black or blue ink.
n) The report for each meter shall indicate if the meter passed or failed.

6) Work Assignments
   a. Contractor shall provide technical support such as information on whether the motor(s) should be repaired or replaced, life expectancy information and maintenance recommendations, along with work assignment estimates.
   b. Contractor must provide a detailed scope of work, pay items, quantities, time to complete the work assignment and unit pricing in accordance with the pricing from the bid submittal sheets.
   c. All work for services shall be executed by the Contractor on an assignment-by-assignment basis as needed, in the form of a work assignment authorized by the County Project Manager. The County does not guarantee work assignments will be concurrent or consecutive. The Contractor shall perform no work for services under this Contract without the County Project Manager's authorization to proceed for each work assignment and an authorized purchase order. The Contractor hereby agrees to waive any claim for compensation for any work performed without authorization. If County decides not to proceed with work detailed in the work assignment, Contractor shall only submit cost for standard inspection.
   d. Each individual location contained in a work assignment is to be considered an "individual project" such that all work must be fully completed as specified in the work assignment, as approved by the County Project Manager.
   e. All work shall be performed in an expeditious and professional manner. The Contractor shall have sufficient crews and equipment to perform all work at the time the work assignment is issued. The inability of the Contractor to meet contractual obligations, or to perform assigned work in a satisfactory manner, may be grounds for termination of the Contract, and/or reassignment of the work to other contractors, in the County's sole discretion.

7) Process
   a) Approved work assignments will be attached to a purchase order, Contractor to then follow below process:
   b) Contractor shall schedule all work with a designated County representative.
   c) The field technician must notify County immediately prior to the time the meter is taken out of service, or if a locked or gated property is entered (if applicable), and when the meter is placed back in-service.
   d) This requirement is necessary so that PCU, and the County's customers, are aware of entry on the property and aware of possible loss of Supervisory Control and Data Acquisition (SCADA), or remote telemetry meter readout signals, or the transmission of erroneous signal from the meter while testing is being performed.

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

e) For electromagnetic flow meters, factory review of revalidation testing may be required.
   i. County will identify meters that require factory review and factory certification for which measured test data meets the design specifications.
   ii. Documentation for factory certification must include: the meter model, serial number, meter size, be on factory letterhead, date of test data review, actual field test measurement data, and a pass/fail statement with a signature from the factory.
   iii. For meter manufacturers who offer a certified field check system that is traceable to national and international standards, a certificate generated by the field check instrument containing the above data may be used in place of the factory review.
   iv. The field check instrument calibration date must be listed on the certificate and shall not be older than 12 months from the date of testing the meter.

f) When the annual recalibration or revalidation has been completed and reviewed by the Contractor or factory (as applicable), the individual field test forms and Contractor's comments shall be placed in an indexed three (3) ring binder in an organized manner so that recalibration data sheets can be individually removed and copied.
   - One (1) paper set of complete documentation and one (1) electronically transmitted set of documents are required for the annual recalibration, electrical, and site inspection reports.

8) Pick-Up and Delivery:
Contractor is responsible for pick-up and delivery of the flow meters at various facilities throughout Pinellas County if repairs are made at the Contractor's repair facility. All associated costs shall be included in the unit pricing. A receiving slip shall indicate physical status of meters and be signed by Contractor during delivery and receipt of meters. Contractor must also furnish a copy of receiving slip at time and place of delivery. The delivery point shall be pre-determined by County.

9) Response Time:
   a) Contractor shall be on-site within two (2) working days for normal non-emergency repair services after receipt of purchase order.
   b) Contractor shall be on-site within eight (8) hours for emergency repair service, upon request.

10) Repair Time:
   a) Contractor shall make repairs to flow meters as quickly as possible per work assignment completion date after verifying the failure and determining the remedy to restore the flow meter to working and accurate condition.
   b) Repair parts will be supplied by the contractor, or in some situations County may supply a spare component on an emergency basis to facilitate quick restoration of a critical flow meter.
   c) Estimates for flow meter repair shall be transmitted to a designated PCU employee electronically and digital pictures may be included to help explain the reason for failure.
   d) Upon receipt of authorization from PCU (i.e. Purchase Order), the Contractor has three (3) calendar days to repair the flow meter, unless a written extension for repair is authorized by County.
   e) Contractor shall electronically send a request with appropriate reasons for the extension with an estimate flow through meter (gallons) while meter is out of service.

11) Warranty:
   a) In addition to the manufacturer's warranty, the Contractor shall warranty all flow meter repairs/replacements, including material and workmanship, to operate within acceptable levels (as determined by County) for a period of at least one (1) year from date of repair.
   b) Any flow meter which fails to operate accordingly for the duration of the warranty period shall be repaired by the Contractor without any additional costs to the County.

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

c) Contractor shall furnish, without cost to County, all parts and labor necessary to complete warranty repair.

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

The recommended vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your bid submittal deemed non-responsive.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

b) Bidder shall email certificate that is compliant with the insurance requirements to **Bryant Jasper-Williams at brwilliams@pinellascounty.org.** If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.

c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.

e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Bidder or their agent prior to the expiration date.

(1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Bidder of this requirement to provide notice.

(2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds $50,000.

g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.*

(2) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

h) Each insurance policy and/or certificate shall include the following terms and/or conditions:

(2) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

(3) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(4) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

(5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

(6) All policies shall be written on a primary, non-contributory basis.

(7) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.

Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	$ 500,000
Per Employee Disease	$ 500,000
Policy Limit Disease	$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	$ 1,000,000
Products/Completed Operations Aggregate	$ 2,000,000
Personal Injury and Advertising Injury	$ 1,000,000
General Aggregate	$ 2,000,000

(3) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

GROUP 1: ABB

NEW METERS ONLY:

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
MAG	Watermaster DN25	1"	$1,486.43	15.00%	1	$1,709.39
MAG	Watermaster	3"	$1,958.02	15.00%	1	$2,251.72
MAG	Magmaster	4"	$2,157.56	15.00%	3	$7,443.58
MAG	Watermaster DN600	6"	$2,521.60	15.00%	3	$8,699.52
MAG	Magmaster	6"	$2,521.60	15.00%	7	$20,298.88
MAG	WaterMaster	6"	$2,521.60	15.00%	1	$2,899.84
MAG	Watermaster DN200	8"	$2,859.44	15.00%	1	$3,288.36
MAG	Magmaster	8"	$2,859.44	15.00%	3	$9,865.07
MAG	WaterMaster	8"	$2,859.44	15.00%	4	$13,153.42
MAG	Mag/Water Master	10"	$3,320.69	15.00%	18	$68,738.28
MAG	Watermaster DN600	12"	$3,883.76	15.00%	2	$8,932.65
MAG	Magmaster	12"	$3,883.76	15.00%	1	$4,466.32
MAG	WaterMaster	12"	$3,883.76	15.00%	2	$8,932.65
MAG	Watermaster	14"	$4,600.48	15.00%	1	$5,290.55
MAG	Magmaster	16"	$5,443.06	15.00%	1	$6,259.52
MAG	Mag/Water Master	20"	$7,800.53	15.00%	8	$71,764.88
MAG	Watermaster DN600	24"	$9,534.46	15.00%	1	$10,964.63
MAG	Magmaster	24"	$9,534.46	15.00%	7	$76,752.40
MAG	Magmaster	30"	$13,253.34	15.00%	2	$30,482.68
MAG	Magmaster	32"	$14,411.62	15.00%	1	$16,573.36
MAG	Magmaster	36"	$17,317.66	15.00%	1	$19,915.31
MAG	Magmaster	42"	$21,542.95	15.00%	3	$74,323.18
MAG	OPTIFLUX 2000	48"	$28,933.96	15.00%	1	$33,274.05
TOTALS GROUP 1:					73	$506,280.26

AQUAPROBE ABB AQUAPROBE

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
MAG	FEA 100	16"	$30,556.42	15.00%	1	$35,139.88
TOTALS GROUP 2:						$35,139.88

REVALIDATION AND CONFINED SPACE ONLY:

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
6	5	$300.00	$9,000.00	5	$595.00	$17,850.00	$26,850.00
5	5	$300.00	$7,500.00	5	$595.00	$14,875.00	$22,375.00
11	5	$300.00	$16,500.00	5	$595.00	$32,725.00	$49,225.00
22	5	$300.00	$33,000.00	5	$595.00	$65,450.00	$98,450.00
21	5	$300.00	$31,500.00	10	$595.00	$62,475.00	$93,975.00
5	5	$300.00	$7,500.00	5	$595.00	$14,875.00	$22,375.00
6	5	$300.00	$9,000.00	5	$595.00	$17,850.00	$26,850.00
15	5	$300.00	$22,500.00	5	$595.00	$44,625.00	$67,125.00
20	5	$300.00	$30,000.00	5	$595.00	$59,500.00	$89,500.00
60	5	$300.00	$90,000.00	20	$595.00	$178,500.00	$268,500.00
12	5	$300.00	$18,000.00	5	$595.00	$35,700.00	$53,700.00
5	5	$300.00	$7,500.00	5	$595.00	$14,875.00	$22,375.00
10	5	$300.00	$15,000.00	5	$595.00	$29,750.00	$44,750.00
5	5	$300.00	$7,500.00	5	$595.00	$14,875.00	$22,375.00
5	5	$300.00	$7,500.00	5	$595.00	$14,875.00	$22,375.00
47	5	$300.00	$70,500.00	40	$595.00	$139,825.00	$210,325.00
15	5	$300.00	$22,500.00	10	$595.00	$44,625.00	$67,125.00
38	5	$300.00	$57,000.00	10	$595.00	$113,050.00	$170,050.00
10	5	$300.00	$15,000.00	5	$595.00	$29,750.00	$44,750.00
15	5	$300.00	$22,500.00	5	$595.00	$44,625.00	$67,125.00
10	5	$300.00	$15,000.00	5	$595.00	$29,750.00	$44,750.00
15	5	$300.00	$22,500.00	5	$595.00	$44,625.00	$67,125.00
5	5	$300.00	$7,500.00	5	$595.00	$14,875.00	$22,375.00
363			$544,500.00	180			$1,624,425.00

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
4	5	$595.00	$11,900.00	4	$595.00	$11,900.00	$23,800.00
			$11,900.00				$23,800.00

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

GROUP 3: EMCO **NO BID**

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
MAG	EFT10	3"	$0.00	0.00%	1	$0.00
MAG	DSM110-4411e	8"	$0.00	0.00%	1	$0.00
MAG	DSM110-4411e	12"	$0.00	0.00%	1	$0.00
MAG	UFU111	18"	$0.00	0.00%	2	$0.00
MAG	DSM110-4411e	20"	$0.00	0.00%	1	$0.00
MAG	DSM110-4411e	24"	$0.00	0.00%	1	$0.00
MAG	DSM110-4411e	30"	$0.00	0.00%	1	$0.00
TOTALS GROUP 3:						$0.00

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
5	5	$300.00	$7,500.00	5	$595.00	$14,875.00	$22,375.00
9	5	$300.00	$13,500.00	5	$595.00	$26,775.00	$40,275.00
4	5	$300.00	$6,000.00	5	$595.00	$11,900.00	$17,900.00
6	5	$300.00	$9,000.00	6	$595.00	$17,850.00	$26,850.00
4	5	$300.00	$6,000.00	5	$595.00	$11,900.00	$17,900.00
4	5	$300.00	$6,000.00	5	$595.00	$11,900.00	$17,900.00
10	5	$300.00	$15,000.00	5	$595.00	$29,750.00	$44,750.00
			$63,000.00				$187,950.00

GROUP 4: EMERSON

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
Venturi	3051C (P Transmit.)	12"	$1,667.83	15.00%	2	$3,835.55
Venturi	3051C (P Transmit.)	16"	$1,667.63	15.00%	2	$3,835.55
Venturi	3051T (P Transmit.)	20"	$1,650.00	15.00%	2	$3,795.00
Venturi	3051T (P Transmit.)	24"	$1,759.00	15.00%	3	$6,068.55
Venturi	3051CFC (P Transmit.)	30"	$2,852.76	15.00%	2	$6,561.35
Venturi	3051T (P Transmit.)	36"	$1,759.00	15.00%	3	$6,068.55
Venturi	3051T (P Transmit.)	60"	$1,759.00	15.00%	1	$2,022.85
Mag	3051T (P Transmit.)	16"	$1,759.00	15.00%	1	$2,022.85
Mag	Rosemont 8750WA	3"	$1,779.84	15.00%	1	$2,046.82
Mag	Rosemont 8750WA	4"	$1,933.47	15.00%	1	$2,223.49
Mag	Rosemont 8750WA	6"	$2,148.40	15.00%	1	$2,470.66
Mag	Rosemont 8711	8"	$2,318.49	15.00%	1	$2,666.26
Mag	Rosemont 8750WA	10"	$2,850.66	15.00%	1	$3,278.26
MAG	Rosemont 8750WA	12"	$3,254.21	15.00%	1	$3,742.34
TOTALS GROUP 4:						$50,638.08

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
1	5	$150.00	$750.00	5	$595.00	$2,975.00	$3,725.00
1	5	$150.00	$750.00	5	$595.00	$2,975.00	$3,725.00
1	5	$150.00	$750.00	5	$595.00	$2,975.00	$3,725.00
4	5	$150.00	$3,000.00	4	$595.00	$11,900.00	$14,900.00
1	5	$150.00	$750.00	5	$595.00	$2,975.00	$3,725.00
10	5	$150.00	$7,500.00	5	$595.00	$29,750.00	$37,250.00
2	5	$150.00	$1,500.00	5	$595.00	$5,950.00	$7,450.00
5	5	$150.00	$3,750.00	5	$595.00	$14,875.00	$18,625.00
2	5	$300.00	$3,000.00	5	$595.00	$5,950.00	$8,950.00
2	5	$300.00	$3,000.00	5	$595.00	$5,950.00	$8,950.00
2	5	$300.00	$3,000.00	5	$595.00	$5,950.00	$8,950.00
2	5	$300.00	$3,000.00	5	$595.00	$5,950.00	$8,950.00
2	5	$300.00	$3,000.00	5	$595.00	$5,950.00	$8,950.00
2	5	$300.00	$3,000.00	5	$595.00	$5,950.00	$8,950.00
			$36,750.00				$146,825.00

GROUP 5: ENDRESS &

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
MAG	Promag	10"	$7,825.01	0.00%	1	$7,825.01
TOTALS GROUP 5:						$7,825.01

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
4	5	$300.00	$6,000.00	5	$595.00	$11,900.00	$17,900.00
			$6,000.00				$17,900.00

GROUP 6: FUJI	FUJI					
METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
Fuji Electric FSC-4 PORTAFLOW -C-KIT-FOR-2-48 INCH PIPES, METER AND TRANSDUCER	46925	2" - 48"	$5,034.00	15.00%	1	$5,789.10
Fuji Electric FSV-ULTRASONIC-FLOW-METER, WALL MOUNT METER	24170	2"-48"	$3,199.00	15.00%	1	$3,678.85
TOTALS GROUP 6:						$9,467.95

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
4	5	$595.00	$11,900.00	5	$595.00	$11,900.00	$23,800.00
4	5	$595.00	$11,900.00	5	$595.00	$11,900.00	$23,800.00
			$23,800.00				$47,600.00

KROHNE						
METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
MAG	OPTIFLUX 2000	24"	$8,063.00	15.00%	1	$9,272.45
MAG	OPTIFLUX 2000	42"	$35,000.00	15.00%	1	$40,250.00
TOTALS GROUP 7:						$49,522.45

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
10	5	$300.00	$15,000.00	5	$595.00	$29,750.00	$44,750.00
5	5	$300.00	$7,500.00	5	$595.00	$14,875.00	$22,375.00
			$22,500.00				$67,125.00

SEMETRICS

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Mark up Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
electronics	FT420M include IP800 prop	10"	$1,081.00	15.00%	2	$2,486.30
TOTALS GROUP 8:						$2,486.30
SIEMENS	SIEMENS					
METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Mark up Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
MAG	Sitrans FM MAG6000	8"	$1,924.72	15.00%	1	$2,213.43
MAG	Sitrans FM MAG6000	10"	$2,192.26	15.00%	1	$2,521.10
MAG	Sitrans FM MAG6000	24"	$5,067.58	15.00%	1	$5,827.72
Clamp - on Ultrasonic	FUS 1010	36"	$4,510.00	15.00%	1	$5,186.50
Weir	LUT400	25 ft	$0.00	15.00%	1	$0.00
Open Channel Flow Meter (Ultrasonic)	Ultrasonic	N/A	$1,714.95	15.00%	1	$1,972.19
TOTALS GROUP 9:						$17,720.94
SIEMENS MILLTRONIC HYDRORANGER						
METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Mark up Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
FLUME	Hydroranger	10"	$1,900.00	15.00%	1	$2,185.00
TOTALS GROUP 10:						$2,185.00
SIGNET						

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
4	5	$0.00	$0.00	5	$0.00	$0.00	$0.00
			$0.00				$0.00

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
12	5	$450.00	$27,000.00	5	$595.00	$35,700.00	$62,700.00
25	5	$450.00	$56,250.00	5	$595.00	$74,375.00	$130,625.00
5	5	$450.00	$11,250.00	3	$595.00	$14,875.00	$26,125.00
1	5	$450.00	$2,250.00	5	$595.00	$2,975.00	$5,225.00
5	5	$450.00	$11,250.00	5	$595.00	$14,875.00	$26,125.00
5	5	$450.00	$11,250.00	5	$595.00	$14,875.00	$26,125.00
			$119,250.00				$276,925.00

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
5	5	$250.00	$6,250.00	5	$595.00	$14,875.00	$21,125.00
			$6,250.00				$21,125.00

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
Inspection Prop	413515	6"	$500.00	15.00%	1	$575.00
TOTALS GROUP 11:						$575.00

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
2	5	$300.00	$3,000.00	2	$595.00	$2,380.00	$5,380.00
			$3,000.00				$5,380.00

TELEDYNE ISCO OPEN CHANNEL RADAR (LASER	NO BID					
METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
LaserFlow Velocity sensor AVS with Meter	Signature flowmeter	8"-41"	$0.00	0.00%	1	$0.00
LaserFlow Velocity sensor AVS with Meter "EX"	Signature Flowmeter	42"-108"	$0.00	0.00%	1	$0.00
TOTALS GROUP 12:						$0.00

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
10	5	$0.00	$0.00	10	$0.00	$0.00	$0.00
20	5	$0.00	$0.00	20	$0.00	$0.00	$0.00
			$0.00				$0.00

TELEDYNE ISCO 2150	NO BID					
METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
Area Velocity Module	2150 (Include SS band)	8"-24"	$0.00	0.00%	95	$0.00
TOTALS GROUP 13:						$0.00

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
25	5	$0.00	$0.00	15	$0.00	$0.00	$0.00
			$0.00				$0.00

GROUP 14: WATER SPECIALTIES

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
Prop	FC101-02-K	10"	$847.50	15.00%	1	$974.63
Prop	FC101-02-K	12"	$847.50	15.00%	1	$974.63
Prop	MG 900	18"	$5,058.00	15.00%	1	$5,816.70
Prop	7ML1853	36"	$13,350.00	15.00%	1	$15,352.50
TOTALS GROUP 14:						$23,118.45

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
4	5	$300.00	$6,000.00	5	$595.00	$11,900.00	$17,900.00
2	5	$300.00	$3,000.00	5	$595.00	$5,950.00	$8,950.00
5	5	$300.00	$7,500.00	5	$595.00	$14,875.00	$22,375.00
5	5	$300.00	$7,500.00	5	$595.00	$14,875.00	$22,375.00
			$24,000.00				$71,600.00

GROUP 15: PFS Meters

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
Venturi	PFS HVT-Q (Meter)	12"	$6,500.00	15.00%	1	$7,475.00
Venturi	PFS HVT-Q (Meter)	16"	$8,300.00	15.00%	1	$9,545.00
Venturi	PFS HVT-Q (Meter)	36"	$35,500.00	15.00%	1	$40,825.00
Venturi	PFS HVT-Q (Meter)	60"	$87,000.00	15.00%	1	$100,050.00
TOTALS GROUP 15:						$157,895.00

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
2	5	$300.00	$3,000.00	5	$595.00	$5,950.00	$8,950.00
2	5	$300.00	$3,000.00	5	$595.00	$5,950.00	$8,950.00
2	5	$300.00	$3,000.00	5	$595.00	$5,950.00	$8,950.00
2	5	$300.00	$3,000.00	5	$595.00	$5,950.00	$8,950.00
			$12,000.00				$35,800.00

GROUP 16: AMETEK

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
ULTRASONIC (PS217)	AMETEK US11	12"-60"	$2,000.00	15.00%	1	$2,300.00
TOTALS GROUP 16:						$2,300.00

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
5	5	$300.00	$7,500.00	5	$595.00	$14,875.00	$22,375.00
			$7,500.00				$22,375.00

GROUP 17: GE AQUATRABS

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST

Number of Meters	# of Revalidations over 5 year term	Revalidation Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

								5	$595.00	$14,875.00		$22,375.00
												$22,375.00

								5	$300.00	$7,500.00	5	$7,500.00
										$7,500.00		$7,500.00

ULTRASONIC (PS 217)	GE AQUATRAABS AT868	12"-60"	$7,000.00	15.00%	1	$8,050.00						
TOTALS GROUP 17:						$8,050.00						

HOURLY SERVICES:

	Hourly Rate		Estimated # of Hours over 5 year term		Extended Cost (Rate x Hrs)
Hourly Rate	$95.00		20000		$1,900,000.00
Hourly Rate (emergency)	$200.00		10000		$2,000,000.00
Total					$3,900,000.00

PARTS:

	Discount %		Estimated Dollars over 5 Year Term		Extended (Discount @ Dollars)
% discount from MSRP	0.00%		1,200,000.00		$1,200,000.00
Parts (REFURNISHED) % discount from MSRP	0.00%		250,000.00		$250,000.00

TOTAL BID: $9,731,881.76

SERVICES AGREEMENT

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:
SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq,* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

SERVICES AGREEMENT

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

1.) Requesting department for this purpose is defined as the County department for whom the work is performed.

2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

SERVICES AGREEMENT

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Universal Controls Instrument Services, Inc, 4939 Cross Bayou Blvd., New Port Richey, FL 34652 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Pinellas County - FL said contract being identified as: Flow Meters Parts, Repairs Services, Contract No. 190-0445-B(JA), (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Flow Meters Parts, Repairs Services (see attached "Exhibit A" – original contract)

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Universal Controls Instrument Services, Inc.... The term of said agreement shall be for the period effective date of signature of City Council through 08/09/2026, or until termination of the Agreement, whichever occurs first. The term of this Agreement may not be extended.

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

Universal Controls Instrument Services, Inc.
Attn: Sharon Forrester
4939 Cross Bayou Blvd
New Port Richey, FL 34652
Phone: (863)-965-2053
Cell: (863)-206-6112
sharonharper@att.net

Universal Controls Instrument Services, Inc.

Entered this 12th day of April, 2022

Sharon O. Forrester/ Vice President
(Print Name / Title)

(Signature)

April 12, 2022
(Date)

City Council Approval Required

X Yes (Approved by Mayor)

□ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

Company ID Number: 1582277

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Gossamer Bay, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1582277

Approved by:

Employer Gossamer Bay, Inc.	
Name (Please Type or Print) SHARON O FORRESTER	Title
Signature Electronically Signed	Date 08/27/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/27/2020

Company ID Number: 1582277

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Gossamer Bay, Inc.
Company Facility Address	1906 LAKE ARIANA BLVD AUBURNDALE, FL 33823
Company Alternate Address	
County or Parish	POLK
Employer Identification Number	593653944
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

Company ID Number: 1582277

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 1582277

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	SHARON O FORRESTER
Phone Number	(863) 965 - 2053
Fax Number	(863) 965 - 2053
Email Address	sharon@universalcontrols.net

Name	SHARON O FORRESTER
Phone Number	(863) 965 - 2053
Fax Number	(863) 967 - 7765
Email Address	SHARON@UNIVERSALCONTROLS.NET

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CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Gossener Bay, Inc [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Gossenerbay, Inc [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Sharon O Forrester

Print Name: Sharon O. Forrester

Date: 11-16-21

STATE OF FLORIDA

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11/16/21 (date) by Tom Opfer (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____

[Notary Seal] Notary Public

THOMAS OPFER
MY COMMISSION # HH 166411
EXPIRES: August 29, 2025
Bonded Thru Notary Public Underwriters

_____

Name typed, printed or stamped

My Commission Expires: 8/29/2025

Legislation Details (With Text)

File #:	22-241	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	4/19/2022			**In control:**	City Council
On agenda:	5/10/2022			**Final action:**	
Title:	Consider the appointment of (1) one of the following applicants as a Regular member to the Diamond Square CRA for a three (3) year term: Astrid Heard, Alley Gallagher, Sean Johnson, Crystal McQueen or Michael Simpson. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Astrid Heard.pdf Alley Gallagher.pdf Sean Johnson.pdf Crystal McQueen.pdf Michael Simpson.pdf DS Consideration Letters.pdf Diamond Square Redevelopment Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 19, 2022
Agenda Date: May 10, 2022
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of (1) one of the following applicants as a Regular member to the Diamond Square CRA for a three (3) year term: Astrid Heard, Alley Gallagher, Sean Johnson, Crystal McQueen or Michael Simpson.

BACKGROUND:

The Diamond Square CRA currently has one (1) Regular member vacancy. To date, the following applicants have submitted applications for board membership. All four of them meet the qualifications for serving on a City board.

Astrid Heard: Ms. Heard has lived in this area for over fifty years and is familiar with the City's growth patterns. She has worked for government before and is familiar with the processes and would like the opportunity to serve the City of Cocoa.

Alley Gallagher: Ms. Gallagher was in nursing for over thirty-five years and served on the Fair

Treatment Committee. She noted in her application that she has the time, honesty and integrity to give back to the community.

Sean Johnson: Mr. Johnson believes the City has a lot of potential for growth and would like to serve to assist in the decision-making process. He is a pastor at Mercy Church and enjoys working with people.

Crystal McQueen: Ms. McQueen used to serve as a member on the US 1 CRA board. She has two Masters degrees in Non-profit Management and Leadership and Public Administration with experience in business and social service. She is passionate about the City of Cocoa and would like the opportunity to serve the community again.

Michael Simpson: Mr. Simpson is interested in serving to help improve the community and surrounding areas. As a tax payer, community advocate and parent in the community he has a vested interest in seeing the community excel for all involved.

Please note that it is at the discretion of the City Council to decide who they would ultimately like to select to fill the Regular member seat. A current board roster is also attached.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council appoints and reappoints to City Boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the appointment of (1) one of the following applicants as a Regular member to the Diamond Square CRA for a three (3) year term: Astrid Heard, Alley Gallagher, Sean Johnson, Crystal McQueen or Michael Simpson.



Form Center

My Forms

NEW--Application for Board/Committee Membership

Save Progress

City of Cocoa Application for Board/Committee Membership

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check*, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

First Name*

Astrid

Last Name*

Heard

Application Date*

04/18/2022

Address1*

861 N Indian River Dr.

City* **State*** **Zip***

Cocoa FL 32922

District*

District 2

Please select the district that you live in. This information can be found on your Voter's Registration card.

Home Phone Number* **Work Phone Number** **Cell Phone Number** **Other Phone Number**

3214326930

Place of Business

Retired

Title/Position Held

Sr. Statistician/NASA (retired)

Date of Birth** **E-mail Address**

[redacted] aheard@heardconstru

*The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

Various City Boards/Committees Available*

(Please Check All Those That Interest You)

- [ ] Affordable Housing Advisory Committee
- [ ] Board of Adjustment
- [ ] Code Enforcement/Drug Related Public Nuisance Board
- [ ] Housing Authority
- [ ] Pension Board - Fire
- [ ] Pension Board - General Employees
- [ ] Pension Board - Police
- [ ] Planning & Zoning Board
- [ ] Police Community Relations Advisory Board
- [ ] Redevelopment Agency (Cocoa)
- [x] Redevelopment Agency (Diamond Square)
- [ ] Utilities Advisory Board
- [ ] Sustainability Advisory Board

Eligibility

Have you been a City of Cocoa resident for at least 6 months?*

- [x] Yes
- [ ] No

Do you own property or a business in Cocoa?*

- [x] Yes
- [ ] No

Are you registered to vote in Brevard County, Florida?*

- [x] Yes
- [ ] No

Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.*

- [ ] Yes
- [x] No

If yes, have your civil rights been restored?

- [ ] Yes
- [ ] No

Do you consent to a standard criminal background check?*

- [x] Yes
- [ ] No

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?*

- [ ] Yes
- [x] No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?*

- [ ] Yes
- [x] No

Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.*

- [ ] Yes
- [x] No

If yes, please provide details.

Interests and Experience

Additional Information May be Attached

Choose File no file selected

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee. *

I have lived in this area for over 50 years. I am very familiar with its growth patterns, and working for the government served on

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race*

- [ ] African-American
- [ ] Asian-American
- [x] Hispanic-American
- [ ] Native American
- [ ] Caucasian

Gender*

- [ ] Male
- [x] Female

Disability

- [ ] Physically Disabled

- [ ]

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature*

Astrid Heard

Date:*

04/18/2022

By typing in my full name above, I am acknowledging that the above information is accurate and I understand all of the information provided to me on this application and that I consent to all of the above.

City Board and Committee Information as well as Meeting Information

Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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☑ Receive an email copy of this form.

Email address

This field is not part of the form submission.

Submit **Submit and Print**

* indicates a required field

Government Websites by CivicPlus®

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, April 6, 2022 10:04 AM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Alley
Last Name	Gallagher
Application Date	4/6/1950
Address1	335 Dryden Circle
City	Cocoa
State	Fl
Zip	32926
District	District 4
Home Phone Number	9897515380
Work Phone Number	*Field not completed.*
Cell Phone Number	9897515380
Other Phone Number	*Field not completed.*
Place of Business	Retired
Title/Position Held	*Field not completed.*

Date of Birth*	[redacted]
E-mail Address	alleygallagher7@yahoo.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Pension Board - Fire, Pension Board - General Employees, Planning & Zoning Board, Police Community Relations Advisory Board, Redevelopment Agency (Cocoa), Redevelopment Agency (Diamond Square), Utilities Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	Have the time, honesty and integrity to give to my community. Willing to learn the skills. Was in nursing over 35 years served on the fair treatment committee.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Alna Dymora Gallagher
Date:	4/6/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: SEAN JOHNSON Application Date: 04-01-2022

Street Address, Including Zip Code: 1305 N. FISKE BLVD APT 111 COCOA FL 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 X District 3 _____ District 4 _____

Telephones: Home: 321-355-2424 Work: _____ Pager: _____ Cell: 815-508-7205

Place of Business: _____

Title/Position Held: _____

Date of Birth[2] [redacted]

Email Address: WIZMANN66@GMAIL.COM

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Brownfields Advisory Board		Planning & Zoning Board
✓	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Cocoa)
	Housing Authority	✓	Redevelopment Agency (Diamond Square)
	Pension Board - Fire		Redevelopment Agency (US 1)
	Sustainability Advisory Committee		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	
Do you own property or a business in Cocoa?	Yes	·	No	X
Are you registered to vote in Brevard County, Florida?	Yes	X	No	
Have you ever been convicted or found guilty, regardless				

NO

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No X

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I'M INTERESTED IN BOARD WORK BECAUSE THE CITY OF COCOA HAS A LOT OF POTENTIAL TO GROW AND I WOULD LIKE TO BE APART OF THAT DECISION PROCESS. I ALSO A PASTOR OF OUTREACH AT MERCY CHURCH, SO WORKING WITH PEOPLE IS SOMETHING I DO ALREADY

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

X African-American
____ Asian-American
____ Hispanic-American
____ Native American
____ Caucasian

GENDER

X Male
____ Female

DISABILITY

____ Physically Disabled

Carie Shealy

From: noreply@civicplus.com
Sent: Monday, March 14, 2022 11:22 AM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Crystal
Last Name	McQueen
Application Date	3/14/2022
Address1	956 N Cocoa Blvd Ste 1121
City	Cocoa
State	FL
Zip	32922
District	District 1
Home Phone Number	3213558170
Work Phone Number	3214277327
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	Christ the King Redemptive Ministries
Title/Position Held	Vice-president/Administrative

Date of Birth*	[redacted]
E-mail Address	crystalmcqueen@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Redevelopment Agency (Diamond Square)

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	N/A

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I have experience serving for the former U.S. 1 CRA board. I have two Masters in Non-profit Management and Leadership and Public Administration with experience in business and social service arenas. Serving on this committee will allow me to invest in my community. It will allow me to continue embracing new perspectives, allows me to make a difference, and become more impactful in the community that I love.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	African-American
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Crystal J McQueen
Date:	3/14/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Carie Shealy

From: noreply@civicplus.com
Sent: Tuesday, March 8, 2022 6:24 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Michael
Last Name	Simpson
Application Date	3/8/2022
Address1	12 N Fiske Blvd
City	Cocoa
State	Fl
Zip	32922
District	District 2
Home Phone Number	8134942671
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*

Date of Birth*	[redacted]
E-mail Address	Mikesimps67@yahoo.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Redevelopment Agency (Diamond Square)

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I'm interested in serving to help improve our community and surrounding areas. As a tax payer, community advocate and parent in the community, I have a vested interest in seeing the community excel for all involved.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	African-American
Gender	Male

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Michael A. Simpson
Date:	3/8/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

May 5, 2022

Ms. Alley Gallagher
335 Dryden Circle
Cocoa, FL 32926

Dear Ms. Gallagher:

This is to notify you that the Cocoa City Council will consider your appointment as a member of the Diamond Square CRA on Tuesday, May 10, 2022.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

May 5, 2022

Ms. Crystal McQueen
956 N. Cocoa Blvd., Ste 1121
Cocoa, FL 32922

Dear Ms. McQueen:

This is to notify you that the Cocoa City Council will consider your appointment as a member of the Diamond Square CRA on Tuesday, May 10, 2022.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie E. Shealy, MAA, MMC
City Clerk

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

May 5, 2022

Ms. Astrid Heard
861 N. Indian River Dr.
Cocoa, FL 32922

Dear Ms. Heard:

This is to notify you that the Cocoa City Council will consider your appointment as a member of the Diamond Square CRA on Tuesday, May 10, 2022.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

May 5, 2022

Mr. Michael Simpson
12 N. Fiske Blvd.
Cocoa, FL 32922

Dear Mr. Simpson:

This is to notify you that the Cocoa City Council will consider your appointment as a member of the Diamond Square CRA on Tuesday, May 10, 2022.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

May 5, 2022

Mr. Sean Johnson
1305 N. Fiske Blvd., Apt. 111
Cocoa, FL 32922

Dear Mr. Johnson:

This is to notify you that the Cocoa City Council will consider your appointment as a member of the Diamond Square CRA on Tuesday, May 10, 2022.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Diamond Square Redevelopment Agency	**(Reconstructed 1/30/2020) Meets Third Monday Every Month @ 6pm**			**Expirations Vary**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Seat #1: 1 year term Amy Robinson	401 Churchill Drive Cocoa, FL 32922 amykellyavant@gmail.com	407-432-5010 hm & cell	04/12/2022-1 year term	01/30/2023
Seat #2: 2 year term Ed Jones	1214 Holmes Street Cocoa, FL 32922-6159 Edjones45@aol.com	631-4003 wk 543-3523 cell	04/12/2022-reappointed for 2nd two year term 01/30/2020-2 year term	01/30/2024
~~***Seat #3: 3 year term***~~ ~~Delores Martin Vice Chairperson~~	~~1314 Moss Lane~~ ~~Cocoa, FL 32922-6142~~ ~~Drmartin324@gmail.com~~	~~321-412-9860~~	~~01/30/2020-3 year term~~	~~01/30/2023~~
Seat #4: 4 year term Tracy Moore-Chairperson	2747 Wentworth Place Cocoa, FL 32926-5865 rcptm@bellsouth.net	639-9917	01/30/2020-4 year term	01/30/2024
Seat #5: 4 year term Marilyn Ross-Smith	1056 Park Drive Cocoa, FL 32922 marilynsmithonline@gmail.com	795-1252 cell	01/30/2020-4 year term	01/30/2024
Seat #6: 4 year term Jackie Isom	1050 Bristol Drive Cocoa, FL 32922 Ms.jay50@yahoo.com	480-1763 cell	01/30/2020-4 year term	01/30/2024
Seat #7: District 2 County Commission: Larry Brown **Vice Chairperson**	1720 Cogswell St. Rockledge, FL 32955 brow3093@bellsouth.net	321-536-8235 – Cell 321-636-8338 – Home	03/25/20 - 03/24/24 – 4 year term	03/24/2024
LIAISON	Deputy Mayor Goins	474-4923	Updated 12/20	
Counsel: Joseph G. Colombo. PA	2351 W Eau Gallie Blvd Suite 1 Melbourne, FL 32935 josephcolombo@earthlink.net colombolaw@mommerscolombo.com			
RECORDING SECRETARY	Lori Chabot	433-8577		

Legislation Details (With Text)

File #:	22-247	**Version:** 1	**Name:**		
Type:	Report		**Status:**	Council Busines	
File created:	4/25/2022		**In control:**	City Council	
On agenda:	5/10/2022		**Final action:**		
Title:	Approve the current Code Enforcement Lien for the property located at 1146 Lake Dr., be reduced to $1,009.84. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application.pdf NOV - 1146 Lake Drive.pdf Order Imposing Lien.pdf Cost Affidavit Form -1146 Lake Dr.pdf 1146 Lake LR Sum.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 25, 2022
Agenda Date: May 10, 2022
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier IV, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 1146 Lake Dr., be reduced to $1,009.84.

BACKGROUND:

CASE # 19-927

The Code Enforcement Board held a public hearing on **8/20/2020**, at which time the Board found the owner, Korth, Brian C in violation of the following:

Temp Storage, App A Art. XIII Sec 30 (a)(3)
Business Tax Receipt Ch 12 Sec. 12-1 (a)(b)
Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d
Permit Required App A Art. XV Sec 2 (a)

The Code Enforcement Board provided the owner time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was started against the property at a Non-

Compliance Hearing on **09/17/20.** The lien ran at **$100.00** per day from **8/30/2020** until compliance was achieved on **1/4/2022**. The total fine is **$53,610.00** Code records show onsite inspections were conducted and contact was made. The current owner LAKE DR LLC , is requesting that the lien be reduced to **$0**.

_____

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current applicant owned the property at the time the violation(s) occurred; **No**
- The number of violations related to the subject liens; **Four**
- Number of Inspections performed: **10**
- The length of time the property was in violation before correction
- Previous Code Violations: **Yes, with a previous tenant**
- Property Taxes: **Tax Bills 2021 are current**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **04/21/22 and was incompliance before prior to the Code Board Meeting**

The current market value of the subject property; the current market value is **$54,880.00** according the Brevard County Property Appraiser.

Total Amount of Liens: **$53,610.00**

Staff submits their cost sheet for Case **# 19-927** in the amount of **$1,009.84**

Staff's recommendation is based on the gravity of the violations, the amount of time it took the property to come into compliance, and the total amount of the fines. **Reduction to the total amount of $1,009.84 (staff costs)**

Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting April 21, 2022, recommended that the lien be reduced to $1,009.84

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 1146 Lake Dr., be reduced to $1,009.84.

$250.00 pd
3/9/22

Application # CE - 19 - 927

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received
RECEIVED
MAR - 9 2022
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 3/7/22

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): Lake dr. LLC

Name: Jack Brown

Mailing Address: 914 Howard st

City: Rockledge State: Fl Zip Code: 32955

Phone #: 321-458-1046 Fax #:

Mobile #: E-mail: Jackbrownsingss@yahoo.com

3. **Property Owner Information:** ** Check here if same as Applicant* → X
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable):

Name:

Mailing Address:

City: State: Zip Code:

Phone #: Fax #:

Mobile #: E-mail:

4. **Information for property on which lien occurs:**

Street Address and Location: 1146 Lake Dr. Cocoa Fl 32922

Parcel ID:

24-36-32-03-*-18

Tax Account Number:

2424319

Existing Use(s) on Property: Commercial -retail

Proposed Use(s) on Property:

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s):

Date Fine or Lien Imposed: 8/30/22 $100/day per day Amount of Fine: $53,610.00

Have the violation(s) on the subject property been corrected: Yes / No (Circle one)

Date upon which the subject property was brought into compliance: 2/17/2022

5. **Please provide the following information:**

Code enforcement case number: #CE -19- 927

Were you the property owner at the time the lien was imposed? Yes / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved?

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance?

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

As only being the mortgage holder my hands were tied until I got property back in my name and old owner off property .Also with the whole Covid -19 Pendemic going on slowed things to a hault.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

I was the mortgage holder of this property and was not informed of the violations. As soon as I was aware of violations I started proceedings on getting the property back in compliance.In order to do so I needed to get possession of said property back in my name.I then made Brian Korth move off property and cleaned up property. I sent a few emails to Dennis Bunt requesting inspection and the daily fines to be stopped. Which he did. Please reduce or remove these fines .

Amount you are requesting that the lien be reduced to: To zero is my request

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

None

6. **Please submit the following items in order complete the application:**

   a. ☑ **Notarized application.**

   b. ☑ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☑ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☑ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. Signatures and Notarization.

STATE OF FL COUNTY OF BREVARD. I, Jack D Brown being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Jack D Brown
(APPLICANT SIGNATURE)

Kristen Ray
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced Florida Driver License

KRISTEN RAY
Notary Public - State of Florida
Commission # HH 120758
My Comm. Expires Apr 22, 2025

Kristen Ray
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 9 day of March, 20 22

Electronic Articles of Organization For Florida Limited Liability Company

L22000053110
FILED 8:00 AM
January 31, 2022
Sec. Of State
jafason

Article I

The name of the Limited Liability Company is:

LAKE DR., LLC

Article II

The street address of the principal office of the Limited Liability Company is:

1146 LAKE DR
COCOA, FL. US 32922

The mailing address of the Limited Liability Company is:

1146 LAKE DR
COCOA, FL. US 32922

Article III

The name and Florida street address of the registered agent is:

INC AUTHORITY RA
390 NORTH ORANGE AVE., STE 2300-N
ORLANDO, FL. 32801

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: TREVOR ROWLEY

Article IV

L22000053110
FILED 8:00 AM
January 31, 2022
Sec. Of State
jafason

The name and address of person(s) authorized to manage LLC:

Title: MGR
JACK BROWN
1146 LAKE DR
COCOA, FL. 32922 US

Signature of member or an authorized representative

Electronic Signature: JACK BROWN

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

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

DATE: 6/29/2020
CASE: 20-927

To: **Korth, Brian C**
1080 Loring Dr Apt H
Merritt Island, FL 32953

Notice of Violation

Address of Violation: 1146 Lake Drive Cocoa FL 32922
Parcel Control No.: 24-36-32-03-*-18
Legal Description: Barlows Subd Lot 19 N Of Lake Dr & N 1/2 Of Lot 18 Exc E 25 Ft And Pt Of W 50 Ft Of S 1/2 Of Lot 18 Exc E 5 Ft Lying Northery Of St Rd 206 As Des In Orb 1279 Pg 898

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 15 days.

City of Cocoa Code Violation(s):

XXXIV.Temp Storage, App A Art. XIII Sec 30 (a)(3)

II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d

V.Business Tax Receipt Ch 12 Sec. 12-1 (a)(b)

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

Corrective Action*:*

XXXIV-Please obtain required permits or meet the criteria for temporary storage.

II-Please remove or place all outside storage, trash, junk, and debris in a fully enclosed building.

V-Please obtain or renew any required Business Tax Receipt for business at this location.

XXII-Please obtain proper permits from the Building Dept.

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

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

Kadi Carver

Kadi Carver, Code Enforcement Officer
321-482-4608 ; kcarver@cocoafl.org

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 20-927
9/17/2020

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

CFN 2020225385, OR BK 8884 PAGE 1809,
Recorded 10/13/2020 at 02:50 PM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:1

Korth, Brian C
Owners of the Property located at:
1146 Lake Dr
Cocoa FL 32922

Parcel ID: 24-36-32-03-*-18

Respondent,

_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 9/17/2020 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 8/30/2020

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of $100.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 17th , day of September, 2020

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

COCOA CITY
65 STONE ST

COCOA, FL 32922-7807

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 17 day of September 2020, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission GG 25[illegible]
Expires 11/11/2022

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-19-927 **Date: 03/09/22**

Jack Brown Lake Dr. LLC

Site Address: 1146 Lake Dr.

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	10	0.5	$25.16	$125.80
2	Code Manager	2	0.5	$38.64	$38.64
3					
				Total A1	$164.44

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	8	0.5	25.16	$201.28
2	Code Manager	0	0.5	38.64	$0.00
3					
				Total A2	$201.28

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	5	$26.16	$130.80
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	0	$59.81	$0.00
4					
5					
				Total A3	$430.80

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	325	$0.35	$113.75
2	Large Envelope	32	$0.64	$20.48
3	Standard Envelope	9	$0.10	$0.90
4	Color Photo Prints	32	$0.45	$14.40
5	Standard Mail	5	$0.55	$2.75
6	Certified Mail	4	$5.26	$21.04
7	Recording Fees	4	$10.00	$40.00
8				
9				
			Total B	$213.32

C. Total Amount of Cost (A1+A2+A3+B): $1,009.84

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
4/19/2022

LIEN REDUCTION REQUEST FOR
1146 Lake Dr

CASE # 19-927

The Code Enforcement Board held a public hearing on **8/20/2020**, at which time the Board found the owner, **Korth, Brian C** in violation of the following:

Temp Storage, App A Art. XIII Sec 30 (a)(3)
Business Tax Receipt Ch 12 Sec. 12-1 (a)(b)
Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d
Permit Required App A Art. XV Sec 2 (a)

The Code Enforcement Board provided the owner time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was started against the property at a Non-Compliance Hearing on **09/17/20.** The lien ran at **$100.00** per day from **8/30/2020** until compliance was achieved on **1/4/2022**. The total fine is **$53,610.00** Code records show onsite inspections were conducted and contact was made. The current owner **LAKE DR LLC** , is requesting that the lien be reduced to **$0**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current applicant owned the property at the time the violation(s) occurred; **No**
- The number of violations related to the subject liens; **Four**
- Number of Inspections performed: **10**
- The length of time the property was in violation before correction
- Previous Code Violations: **Yes, with a previous tenant**
- Property Taxes: **Tax Bills 2021 are current**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **04/21/22 and was incompliance before prior to the Code Board Meeting**

The current market value of the subject property; the current market value is **$54,880.00** according the Brevard County Property Appraiser.

Total Amount of Liens: **$53,610.00**

Staff submits their cost sheet for Case # **19-927** in the amount of **$1,009.84**

Staff's recommendation is based on the gravity of the violations, the amount of time it took the property to come into compliance, and the total amount of the fines. **Reduction to the total amount of $1,009.84 (staff costs)**

Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time.

Legislation Details (With Text)

File #:	22-248	**Version:**	1	**Name:**	Revised Car Show road closure date
Type:	Informational Item			**Status:**	Council Busines
File created:	4/25/2022			**In control:**	City Council
On agenda:	5/10/2022			**Final action:**	
Title:	Requesting Council approval for a revised street closure date for the upcoming Historic Cocoa Village Main Street Car Show originally scheduled for April 2, 2022 as rescheduled to June 19, 2022. (Asst. to the CM/PIO)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 25, 2022
Agenda Date: May 10, 2022
Prepared By: Samantha Senger, Assistant to the CM/Public Information Officer
Through: Stockton Whitten, City Manager
Requested Action:
Requesting Council approval for a revised street closure date for the upcoming Historic Cocoa Village Main Street Car Show originally scheduled for April 2, 2022 as rescheduled to June 19, 2022.

BACKGROUND:

Special Events Ordinance No. 04-2018 provides that during any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day. All street closure associated with special events must be approved by the Council.

Approved Street Closure:

HCVA Car Show and Crosswinds Duck Race, Saturday, April 2, 2022 (6:00 am - 5:00 pm)
Brevard Ave: between SR 520 and Factory St.
Church St.: between Brevard and Delannoy Ave.
Delannoy Ave.: between Church and Harrison St.
Orange Ave: between Brevard Pl. and Brevard Ave.
Harrison St: between Riveredge Blvd. and Brevard Ave.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day

powered by Legistar™

Street closure date change due to weather is June 19, 2022. Same road closures and times.

STRATEGIC PLAN CONNECTION:

The approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as reinforce a sense of community and increased event participation for its citizens.

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure.

PREVIOUS ACTION:

The 2022 Road Closure requests were approved last year during the November 23, 2021 Council Meeting. Additionally two additional roads for the HCVMS Car show (Church Street and Oleander Street) were approved in March of 2022 Oleander Street.

RECOMMENDED MOTION:

Requesting Council approval for a revised street closure date for the upcoming Historic Cocoa Village Main Street Car Show to June 19, 2022.

Legislation Details (With Text)

File #:	22-258	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	4/28/2022			**In control:**	City Council
On agenda:	5/10/2022			**Final action:**	
Title:	Approval of Councilman Dyal's appointment, Ms. Shannon Lathem, to the Sustainability Advisory Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2021-128 (Amending the Composition of the SAB).pdf Lathem Application.pdf Consideration Letter.pdf Sustainability Advisory Board.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 28, 2022
Agenda Date: May 10, 2022
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approval of Shannon Lathem as Councilman Dyal's appointment to the Sustainability Advisory Board.

BACKGROUND:

At the October 26, 2021 City Council meeting, it was approved to amend Resolution No. 2017-137 to change the composition of the Sustainability Advisory Board. Additionally, at the City Council meeting held on December 14, 2021, Resolution No. 2021-128 defining those changes was approved.

Membership on the Sustainability Advisory Board is as follows as defined in Resolution No. 2021-128.

- The Sustainability Advisory Board shall consist of no more than seven (7) members.
- Each of the City Councilmembers and the Mayor-Councilmember shall appoint one Board member, and two (2) members shall be appointed by the City Manager.
- Except for the member appointed by the Mayor-Councilmember, the remaining four (4) members appointed City Councilmembers shall reside in the respective appointing Councilmember's district.

- All members shall be residents or owners of real property and registered voters unless the City Council waives this requirement as provided in Section 2-58 of the Code of the City of Cocoa.

At the Regular City Council Meeting held on January 11, 2022, the following appointments were approved by City Council:

Mayor Blake	Dick Bankhead
Deputy Mayor Hearn	Jennifer Riggs
Councilman Goins	Joy Rutherford
Councilman Dyal	Myrna Foster
Councilwoman Koss	Cynthia Johnson
City Manager Whitten	Kimberly Prosser
	Mike Mervis

Since this meeting, Councilman Dyal's original appointment no longer wishes to be on the Board. Therefore, he has nominated Ms. Shannon Lathem, of Cocoa Auto Salvage, Inc. Ms. Lathem meets all of the qualifications for serving on a City board and if appointed, her term would be through January, 2025. Her Board application is attached. .

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

Appointments for the restructured Sustainability Advisory Board were approved on January 11, 2022 at the Regular City Council meeting.

RECOMMENDED MOTION:

Approval of Shannon Lathem as Councilman Dyal's appointment to the Sustainability Advisory Board

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RESOLUTION NO. 2021-128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AMENDING THE COMPOSITION OF THE SUSTAINABILITY ADVISORY BOARD; AMENDING THE CRITERIA AND PROCEDURE FOR APPOINTMENT OF BOARD MEMBERS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article III, Section 3 of the City Charter provides that the City Council is authorized to establish boards, committees and advisory groups and to appoint the members thereof, under such terms and conditions as the council believes will best serve the public interest; and

WHEREAS, on December 12, 2017, via Resolution 2017-137, the City Council created the Sustainability Advisory Committee to consider and investigate ways in which the City may incorporate and promote sustainable and resilient activities and practices throughout the City; and

WHEREAS, on November 10, 2020, via Resolution 2020-242, the City Council renamed the Cocoa Sustainability Advisory Committee to the Cocoa Sustainability Advisory Board; and

WHEREAS, the Sustainability Advisory Board completed the task of creating a written Sustainability and Resiliency Plan for the City of Cocoa, which was adopted by the City Council as the Sustainability Action Plan in October 2020, and is further tasked with continuing to advise and assist the City regarding implementing, monitoring, and assessing the performance of each action, initiative, strategy, policy and program set forth in the Plan and making recommendations regarding updates to the Plan as needed; and

WHEREAS, the City Council continues to recognize that in order for the City to be, and remain, a sustainable and resilient community, the City must promote activities and practices that not only meet the needs of the present, but also do not compromise the ability of future generations to meet their own needs; and

WHEREAS, the City Council desires to amend the composition of the Sustainability Advisory Board as well as the procedure and criteria for appointment of Board members with the intent of ensuring that diverse points of view from all geographic regions of the City are represented on the Board as it continues to assist with implementation of the Sustainability Action Plan; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

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

Section 2. **Amending the Sustainability Advisory Board Composition; Members.** The City Council hereby amends the Sustainability Advisory Board composition and eligibility and procedure for appointments, as expressed in Resolution 2017-132, as follows:

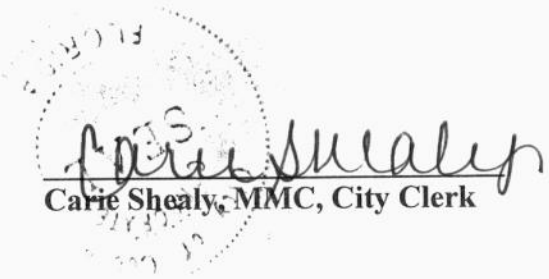
The Sustainability Advisory Board shall consist of no more than seven (7) members. Each of the City Councilmembers and the Mayor-Councilmember shall appoint one Board member, and two (2) members shall be appointed by the City Manager. All appointments shall be subject to confirmation by majority vote of the City Council. All members shall be residents or owners of real property and registered voters unless the City Council waives this requirement as provided in Section 2-58 of the Code of the City of Cocoa. In addition, except for the member appointed by the Mayor-Councilmember, the remaining four (4) members appointed City Councilmembers shall reside in the respective appointing Councilmember's district. Board members should have backgrounds and professional disciplines that will bring relevant knowledge and experience to the table to assist the City with the implementation of a Sustainability Action Plan. No alternates shall be appointed. Vacancies shall be filled in the same manner as the original appointment to the extent deemed necessary by the City Council. Prior to any appointment being considered final, each member of the Sustainability Advisory Board shall be required to complete a Board application as prescribed by the City Council. Upon appointment, each member of the Sustainability Advisory Board shall serve at the pleasure of the City Council and may be summarily removed at any time with and without cause. Each member of the Sustainability Advisory Board shall serve without compensation.

Section 3. **Severability.** If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

Section 4. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 14TH day of December, 2021.

Michael C. Blake, Mayor

ATTEST: 

Carie Shealy, MMC, City Clerk

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Shannon Lathem Application Date: 4-15-22

Street Address, Including Zip Code: 810 S. Industry Rd, Cocoa FL 32926

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 ____ District 3 ✓ District 4 ____

Telephones: Home: _____ Work: 3216359244 Pager: _____ Cell: 3214271251

Place of Business: Cocoa Auto Salvage, Inc

Title/Position Held: _____

Date of Birth[2] 02/17/1975

Email Address: shan@cocoaautosalvage.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire	✓	Sustainability Advisory Board
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	____	No	✓
Do you own property or a business in Cocoa?	Yes	✓	No	____
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	____

Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any
No

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ✓

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

Born and raised in Cocoa and now owner of a business operating inside the city limits, I have a vested interest and desire to support the continued success and growth of the City. I currently serve on two industry Boards. I am past president of FADRA board will be President Jot ARA in September.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
✓ Caucasian

GENDER

____ Male
✓ Female

DISABILITY

____ Physically Disabled

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

May 2, 2022

Ms. Shannon Lathem
810 S. Industry Road
Cocoa, FL 32926

Dear Ms. Lathem:

This is to notify you that the Cocoa City Council will consider your reappointment as a member of the Sustainability Advisory Board on Tuesday, May 10, 2022.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Sustainability Advisory Board (established by Resolution No. 2017-137; Reconstructed by Resolution No. 2021-128 (Dec. 2021) Meets on the First Thursday of the Month				**Expiration**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Joy Rutherford Appointed by A. Goins (D1)	234 Willard St. Cocoa, FL 32922 (business address) 40 Carib Dr., Merritt Island, FL 32952 joytford@gmail.com	954-549-5574	01/11/2022 appointed	01/11/2025
Jennifer L. Riggs Appointed by L. Hearn (D2)	1629 N. Indian River Drive Cocoa, FL 32922 District 2 jlovittriggs@gmail.com	414-698-8750	01/11/2022 appointed	01/11//2025
~~Myrna Foster~~ ~~Appointed by R. Dyal (D3)~~	~~3104 Winchester Drive~~ ~~Cocoa, FL 32926~~	~~321-543-2523~~	~~01/11/2022~~ ~~appointed~~	~~01/11/2025~~
Cynthia Johnson Appointed by L. Koss (D4)	2703 N. Indian River Drive Cocoa, FL 32922	321-431-5607	01/11/2022 appointed	01/11/2025
Dick Bankhead Appointed by Mayor Blake	102 Riverside Drive #201 Cocoa, FL 32922 Dick.bankhead@gmail.com	253-350-9850	01/11/2022 appointed	01/11/2025
Mike Mervis Appointed by CM Whitten	93 Delannoy Avenue, Unit 605 Cocoa, FL 32922	414-870-7958 (cell) Mike.mervis@zilber.com	01/11/2022 appointed	01/11/2025
Kim Prosser Appointed by CM Whitten	93 Delannoy Avenue, Unit 603 Cocoa, FL 32922	(321)403-6946 kimberly.prosser@brevardfl.gov	01/11/2022 appointed	01/11/2025
LIAISON	Councilmember Dyal	474-4924	Updated 01/2022	
Counsel: Kristin Eick	Garganese, Weiss, D'Agresta & Salzman	(407) 425-9566		
RECORDING SECRETARY	Terri Clendenin	433-8502	Updated 10/2021	

Legislation Details (With Text)

File #:	22-263	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	4/29/2022			**In control:**	City Council
On agenda:	5/10/2022			**Final action:**	
Title:	Consider the reappointment of Ms. Pam Shaia and Mr. Dan Quattrocchi as members of the Board of Adjustment through May, 2025. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Dan Quattrocchi Intent to Reapply.pdf Pam Shaia Intent to Reapply.pdf Board of Adjustment Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 29, 2022
Agenda Date: May 10, 2022
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Ms. Pam Shaia and Mr. Dan Quattrocchi as members of the Board of Adjustment through May, 2025.

BACKGROUND:

Ms. Pam Shaia has served on the Board of Adjustment since July 2019, fulfilling the term of previous Board Member Jane Jollay. Her current term expires on May 31, 2022, and she has expressed a willingness to serve for another three years. Ms. Shaia meets all of the qualifications for serving on a City board.

Mr. Dan Quattrocchi has served on the Board of Adjustment since December 2019, fulfilling the seat of previous Board Member Matthew Ford. His current term expires on May 31, 2022, and he has expressed a willingness to serve for another three years. Mr. Quattrocchi meets all of the qualifications for serving on a City board.

A current Board of Adjustment roster is attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council appoints and reappointments members to City boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the reappointment of Ms. Pam Shaia and Mr. Dan Quattrocchi as members of the Board of Adjustment through May, 2025.

In response to inquiry by the Office of the City Clerk, I, Dan Quattrochi, CC

✓ seek reappointment

_____ do not seek reappointment

as a member of the Board of Adjustment for the City of Cocoa for a three-year term.

Sincerely,

Dan Quattrochi

Additional Comments:

THANK YOU FOR OPPORTUNITY TO SERVE.
PLEASE LET ME KNOW WHAT OTHER BOARDS
HAVE OPENINGS AS WELL.

DANQ@QUATTROCCHIREALESTATE.COM

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

April 19, 2022

Ms. Pam Shaia
308 Brevard Ave.
Cocoa, FL 32922

Dear Ms. Shaia:

Your term of office on the Board of Adjustment will expire May 31, 2022. I plan to place this item on an upcoming City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another three-year term. If you do seek reappointment, I would appreciate it if you could complete the enclosed form and return it to me in the enclosed self-addressed, stamped envelope at your earliest convenience.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Enclosures: as stated

In response to inquiry by the Office of the City Clerk, I, Pam Shaia

_____ seek reappointment

_____ do not seek reappointment

as a member of the Board of Adjustment for the City of Cocoa for a three-year term.

Sincerely,



Pam Shaia

Additional Comments:

_____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert Dyar (3/3 of Non-Resident seats)	4920 Shade Tree St. Cocoa, FL 32926 bobbydyar@gmail.com	321-258-8284	05/2021 Appointed	2024
Dan Quattrocchi (1/3 of the Non-Resident seats)	3056 Skyline Drive Cocoa, FL 32922 danq@quattrocchirealestate.com	321-720-1822 hm 321-452-8668 wk 321-720-1822 cell	12/11/19 appointed (fulfilled seat vacated by Mr. Matthew Ford, who did not renew)	2022
Pam Shaia (2/3 of the Non-Resident seats)	308 Brevard Avenue Cocoa, FL 32922 pshaia@cfl.rr.com	256-656-3249 cell 321-305-4584 Wk	07/19 appointed (fulfilled Jolley vacancy)	2022
Patricia Weeks	1351 Tarton Way Cocoa, FL 32926 Patriciaweeks@bellsouth.net	321-759-8563 hm, wk, cell	05/2021 Reappointed 01/2021 appointed to fulfill reg. term of Dyal 12/11/19 appointed as 1st alt.	2024
Nancy N. Elliot ***Vice Chairperson (as of 10/2020)***	3406 Indian River Drive Cocoa FL 32926 nancyelliott@cfl.rr.com	636-9972 (H) 223-8983 (C)	06/20 reappointed 7/17 reappt. 5/14 appt.	2023
Bruce Gilmore ***Chairperson (as of 10/2020)***	413 Westchester Drive, 32926-6640 Bgilmore003@cfl.rr.com	632-7687	05/20 Reappointed 05/17 Reappointed 04/14 Reappointed 07/12 Reappointed 05/08 Reappointed 4/05 Reappointed 5/90 Appointed	2023
Kaitlyn Aliano	12 Sunrise St. Cocoa, FL 32922 Kaitlyn.weisberg@gmail.com	321-432-8117	01/2021 Appointed	2024
2nd Alternate Jenny Swisher	195 Sorrento Drive Cocoa, FL 32922 Gbsemail1@gmail.com	406-581-1162	01/2022 appointed	No expiration
1st Alternate Randal Hiester	5292 Talbot Blvd. Cocoa, FL 32926 Rjhbjh2017@yahoo.com	321-501-6369 hm/cell	02/2020 Appointed	No expiration
LIAISON	Councilman Dyal	474-4924	Updated 12/20	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Monica Arsenault	433-8488	Updated 11/18/20	

Legislation Details (With Text)

File #:	22-283	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/5/2022			**In control:**	City Council
On agenda:	5/10/2022			**Final action:**	
Title:	At the request of Deputy Mayor Hearn, Staff is requesting that the City Council consider the residential rental notice ordinance recently proposed by the City of Tampa, Florida increasing the notification period related to the termination of certain month-to-month residential tenancies to 30-days, and requiring residential landlords to provide 60-days written notice to tenants when rents will be increased by more than 5%, and provide direction on whether the City Council desires to consider adopting a similar ordinance.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Tampa Ordinance - Rent Stabilization.PDF				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 6, 2022
Agenda Date: May 10, 2022
Prepared By: Charlene Neuterman, Community Services Director
Anthony A. Garganese, City Attorney
Through: Stockton Whitten, City Manager
Requested Action:
At the request of Deputy Mayor Hearn, Staff is requesting that the City Council consider the residential rental notice ordinance recently proposed by the City of Tampa, Florida increasing the notification period related to the termination of certain month-to-month residential tenancies to 30-days, and requiring residential landlords to provide 60-days written notice to tenants when rents will be increased by more than 5%, and provide direction on whether the City Council desires to consider adopting a similar ordinance.

BACKGROUND:

At the request of Deputy Mayor Hearn, Staff is presenting for the City Council's consideration and discussion a proposed ordinance being considered by the City of Tampa regarding the rental of residential dwelling units with the exception of mobile home park lot tenancies governed by Chapter 723, Florida Statutes and short term rentals with non-recurring terms of thirty days or less. Staff is requesting direction from the City Council on whether to proceed with preparing a similar ordinance for the City Council to consider at a subsequent meeting.

Based on preliminary research by Staff and the City Attorney, on April 21, 2022, the Tampa City

Council passed an ordinance on first reading increasing the notification period related to the termination of certain month-to-month residential tenancies to 30-days. In addition, the ordinance will require residential landlords to provide 60-days written notice to tenants when rents will be increased by more than 5%.

The Tampa Ordinance cited the increase of rental rates in Tampa by 32.8% in a twelve-month period and a desire to protecting residential tenants from unfair rental practices as fundamental to the health, safety and welfare of the community.

The City of Tampa is considering 2nd Reading/Adoption of the ordinance on May 19, 2022.

Statutory and Legal Background:

Section 83-57, Florida Statutes (ch. 83, Part II, Florida Residential Landlord and Tenant Act) provides that:

A tenancy without a specific duration, as defined in s. 83.46(2) or (3), may be terminated by either party giving written notice in the manner provided in s. 83.56(4), as follows:

> (1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;
>
> (2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;
>
> **(3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period;** and
>
> (4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.

In Florida Attorney General Opinion 94-41, the Florida Attorney General opined that the notice provisions in Section 83.57 are minimum notification rights to both the landlord and the tenant regarding the termination of a tenancy without a specific duration. There is no language in section 83.57, Florida Statutes that may be construed as a prohibition against more lengthy notice requirements by a local government under home rule. More specifically, the Florida Attorney General opines that the enlargement of the notification period by the City of Miami Beach by passing an ordinance requiring at least thirty day notice before termination of a month-to-month or week-to-week tenancy by either party would be supplemental to the state statute and compliance with such ordinance is possible without violating section 83.57, Florida Statutes.

With respect to rental increases, the Florida Residential Landlord and Tenant Act does not appear to provide any specific notification requirements for landlords seeking to increase rental rates. Typically, landlords cannot increase rental rates during the term of the lease, or the lease agreement specifically addresses agreed upon rental increases when the rental agreement is a multi-year agreement. Otherwise, a landlord will wait until the end of the term of the lease to raise the rent. Theoretically then, in a short-term lease, such as a month-to-month tenancy, the landlord has the ability to consider rental increases with existing tenants more frequently because the term of the lease expires more frequently. The Tampa Ordinance seeks to supplement the Florida Residential

Landlord and Tenant Act by requiring landlords to provide 60-days prior written notice to tenants when rents will be increased by more than 5% in a manner legally similar to the supplemental, more lengthy termination notice requirements discussed by the Florida Attorney General in AGO 94-41.

It is also important to note that the Tampa Ordinance does not appear to be a rent stabilization or control ordinance. The adoption of such ordinances requires very special consideration and are governed by Section 166.043, Florida Statutes, which places significant limitations on a municipality to adopt or maintain in effect a law, ordinance, rule or other measure "which would have the effect of imposing controls on rents." Such ordinances must meet the following requirements:

1. It must be found and determined that such controls are necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public;
2. Such law, ordinance, rule or other measure shall terminate and expire within one year and shall not be extended or renewed except by the adoption of a new measure as required by the statute;
3. Such measure (ordinance) must be duly adopted by the Cocoa City Council, after notice and public hearing, in accordance with all applicable provisions of the Florida and United States Constitutions, the City of Cocoa Charter, the Governing Statute, and any other applicable laws;
4. The Cocoa City Council must make and recite in such ordinance its findings establishing the existing in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency; and
5. Such ordinance must be approved by a referendum of the voters in the City of Cocoa.

Further, if an ordinance is approved by a referendum of the City voters, current law provides that the ordinance is only effective for a maximum of 1 year. In order to extend the ordinance after the 1-year termination date, the ordinance must again be passed by a referendum of the City voters, and such process shall be continued for every year that the ordinance is to remain in effect.

Rent stabilization or control ordinances further require that the City Council find and determine that there exists a housing emergency which is so grave as to constitute a serious menace to the public. If challenged legally, the City will have to prove that all requirements of the Florida Statutes were met, including that there was a housing emergency so grave as to constitute a serious menace.

Lastly, last year the Florida Legislature adopted Section 163.3177(6), Florida Statutes which required the City Council to adopt a Property Rights Element in the City's Comprehensive Plan to ensure that private property rights are considered in local decisionmaking. In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, the Statute and the City's Comprehensive Plan now require the City Council to consider, in relevant part, the following statement of rights:

1. **The right of a property owner** to physically possess and control his or her interests in the property, including easements, **leases**, or mineral rights.

The Legislature's intent is expressed in Section 163.3161(10), Florida Statutes that all governmental entities in this state recognize and respect judicially acknowledged or constitutionally protected private property rights. It is the intent of the Legislature that all rules, ordinances, regulations, comprehensive plans and amendments thereto, and programs adopted under the authority of this act must be developed, promulgated, implemented, and applied with sensitivity for private property rights and not be unduly restrictive, and property owners must be free from actions by others which would harm their property or which would constitute an inordinate burden on property rights as those terms are defined in s. 70.001(3)(e) and (f).

As such, the City Council should consider whether impacting the terms and conditions of residential landlord and tenant leases could be perceived by some property owners as impacting their property rights. However, there do not appear to be any Florida cases thus far suggesting that cities would be constitutionally or judicially prohibited from taking the action to supplement the tenant notices being considered by the City of Tampa or, stated differently, that cities would be interfering with a judicially acknowledged and constitutionally protected right by adopting ordinances supplementing such tenant notices.

Based on the foregoing, Staff is requesting direction from Council regarding the City of Tampa's proposed Ordinance, which is limited to just supplementing residential rental notice requirements, and not an ordinance related to rent stabilization or control.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

At the request of Deputy Mayor Hearn, Staff is requesting that the City Council consider the residential rental notice ordinance recently proposed by the City of Tampa, Florida increasing the notification period related to the termination of certain month-to-month residential tenancies to 30-days, and requiring residential landlords to provide 60-days written notice to tenants when rents will be increased by more than 5%, and provide direction on whether the City Council desires to consider adopting a similar ordinance.

ORDINANCE NO. 2022- _____

AN ORDINANCE OF THE CITY OF TAMPA, FLORIDA AMENDING THE CITY OF TAMPA CODE OF ORDINANCES CHAPTER 12 TO ADD SECTION 12-146 AND SECTION 12-147; INCREASING THE NOTIFICATION PERIOD FOR MONTH-TO-MONTH RESIDENTIAL LEASES TO THIRTY DAYS; PROVIDING FOR A REQUIREMENT THAT LANDLORDS PROVIDE SIXTY DAYS' PRIOR WRITTEN NOTICE OF A RENTAL INCREASE FOR RESIDENTIAL LEASES; PROVIDING FOR ENFORCEMENT AND PENALTIES FOR VIOLATIONS; AMENDING SECTIONS 19.4(a) AND 23.3-5(d); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa ("City") is experiencing a significant demand for rental housing units; and

WHEREAS, the availability of safe and affordable housing is an essential component of individual and community well-being; and

WHEREAS, according to the Zumper Tampa Metro Area Report, residential rental rates in Tampa have increased 32.8% as compared to the rents in January, 2021; and

WHEREAS, Part II of Chapter 83, Florida Statutes, commonly known as the "Florida Residential Landlord and Tenant Act" (the "Act") governs the rental of residential dwelling units and sets forth the rights and duties of landlords and tenants; and

WHEREAS, the Act provides for notice provisions for termination of a residential tenancy and requires that fifteen days' notice be provided to terminate a month-to-month lease;

WHEREAS, the Act does not provide for specific notice provisions for landlords to increase rental rates at the end of the term of a lease; and

WHEREAS, Florida Attorney General Opinion No. 94-91, finds that a municipal ordinance that merely supplements notice provisions in the Act would not conflict with the Act and would be valid; and

WHEREAS, protecting residential tenants from unfair rental practices is fundamental to the health, safety and welfare of the community; and

WHEREAS, the City desires to increase the notification period required for termination of month-to-month residential leases to thirty days; and

WHEREAS, the City desires to require that landlords in the City who propose to increase the rent of a residential dwelling unit by more than five percent (5%) shall provide the tenant of such dwelling unit with at least sixty days' prior notice of such rental increase in order to provide tenants with adequate time to secure alternative housing; and

WHEREAS, it is in the City's best interests to adopt such notice provisions in order to protect tenants from extensive increases in rent without adequate time to secure alternative housing; and

WHEREAS, the City recently adopted Ordinance No. 2022-51, commonly referred to as the "Tenant's Bill of Rights and the Prohibition of Source of Income Discrimination" to protect tenants against source of income discrimination and to require that landlords provide tenants with written notification of their legal rights; and

WHEREAS, the City desires to amend Ordinance No. 2022-51 to require said notice provisions for termination of month-to-month leases and rental increases.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA THAT:

Section 1. The Recitals set forth above are hereby adopted and incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Chapter 12 of the City of Tampa Code of Ordinances is hereby amended by adding the following underlined words to create Sections 12-146 to Article VII, as follows:

"Sec. 12-146. – Required notice for termination of month-to-month residential leases.

(a) A residential tenancy without a specific duration in which the rent is payable on a monthly basis may only be terminated by either the landlord or tenant by giving not less than thirty days' notice written prior to the end of any monthly period.

(b) The City of Tampa Division of Neighborhood Enhancement (or such successor City division or department responsible for the enforcement of the

City Code of Ordinances) is empowered to investigate any situation where a Person is alleged to be violating this Section.

(c) The City of Tampa Division of Neighborhood Enhancement (or such successor City division or department responsible for the enforcement of the City Code of Ordinances) is authorized to enforce this Article through the issuance of a noncriminal civil citation in accordance with Part II of Chapter 162, Florida Statutes, and the "City of Tampa Supplemental Enforcement Procedures Ordinance" contained in Chapter 23.5 of the City of Tampa Code of Ordinances.

(d) Violations of this Article shall be considered a "Class IV" violation and subject to a fine as provided in Section 23.5-5 of the City of Tampa Code of Ordinances.

(e) This Article shall not apply to rental units governed exclusively by Chapter 723 of the Florida Statutes relating to mobile home park lot tenancies."

Section 3. Chapter 12 of the City of Tampa Code of Ordinances is hereby amended by adding the following underlined words to create Sections 12-147 to Article VII, as follows:

"Sec. 12-147. – Required notice for rental increases.

(a) A residential landlord within the City of Tampa that proposes to increase the rental rate of a dwelling unit by more than five percent (5%) at the end of a lease for a specific term shall provide at least sixty days' prior written notice to the tenant prior to the end of the term of the lease of the rental increase.

(b) Upon receipt of written notice as provided in (a) or (b) above, tenant may:

(i) accept the rental increase; or
(ii) reach an acceptable compromise; or
(iii) reject the rental increase, in which event the lease will terminate at the end of the specific term.

If the required sixty days' written notice has been provided and the tenant has not agreed to the proposed amendment or an acceptable compromise, the landlord may impose the proposed amended term(s) or require the tenant(s) to vacate the residence.

(c) The City of Tampa Division of Neighborhood Enhancement (or such successor City division or department responsible for the enforcement of the City Code of Ordinances) is empowered to investigate any situation where a Person is alleged to be violating this Section.

(d) The City of Tampa Division of Neighborhood Enhancement (or such successor City division or department responsible for the enforcement of the City Code of Ordinances) is authorized to enforce this Article through the issuance of a noncriminal civil citation in accordance with Part II of Chapter 162, Florida Statutes, and the "City of Tampa Supplemental Enforcement Procedures Ordinance" contained in Chapter 23.5 of the City of Tampa Code of Ordinances.

(e) Violations of this Article shall be considered a "Class IV" violation and subject to a fine as provided in Section 23.5-5 of the City of Tampa Code of Ordinances.

(f) This Article shall not apply to rental units governed exclusively by Chapter 723 of the Florida Statutes relating to mobile home park lot tenancies.

(g) This Article shall not apply to short term rentals with non-recurring rental terms of thirty days or less."

Section 4. Section 19.4(a) of the City of Tampa Code of Ordinances is hereby amended to remove the words and numbers that have been stricken through and to include the underlined words, numbers and section numbers as follows:

"Sec. 19-4. Department of code enforcement; duties and scope of authority of the director.

(a) The director shall have all powers, duties and responsibilities to administer and enforce the following City Code chapters or sections. The director shall be deemed to be an officer for the purpose of enforcing the provisions of this chapter under authority provided in section 1-14 of this Code.

(1) Section 5-105;

~~(2) Sections 12-142 and 12-143~~

2) Sections 12-142, 12-143, 12-146 and 12-147

(3) Chapter 14, articles III, IV and X;

(4) Chapter 19;

(5) Chapter 21, articles I, II, III and V;

(6) Chapter 22, articles I and III;

(7) Chapter 25, article I;

(8) Chapter 27;

(9) Chapter 15, except for parking regulations within the central business district as defined in chapter 27."

Section 5. Sec. 23.5-5.(d) of the City of Tampa Code of Ordinances is hereby amended to include the underlined words or section numbers as follows:

"(d) Violations of the following sections of the Tampa City Code are considered Class IV violations and will carry a fine of four hundred fifty dollars ($450.00) [for] each and every offense.

City Code Section:

12-142	21-147(c)	25-48
12-143	21-147(d)	25-48(c)
12-146		
12-147		
13-43	22-9	25-61
13-45	22-58(a)	25-63
14-54	22-58(b)	25-173.2
19-48	22-58(c)	27-107
19-53	22-60	27-119
21-8	22-101	27-136
21-9(b)	22-191	
21-147(a)	22-308	
21-147(b)	22-310	

Section 6. That all ordinances of the City of Tampa or portions thereof in conflict with this Ordinance are hereby repealed to the extent of any conflict.

Section 7. Should a court of competent jurisdiction declare any part of this Ordinance invalid, the remaining parts hereof shall be severed and remain in effect and shall not be affected by such determination as to the invalid part.

Section 8. This Ordinance shall become effective immediately upon becoming a law.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON _____.

_____
CHAIRMAN/CHAIRMAN PRO-TEM
CITY COUNCIL

ATTEST:

_____
CITY CLERK/DEPUTY CITY CLERK

APPROVED BY ME ON_____

_____
Jane Castor, MAYOR

PREPARED AND APPROVED
AS TO LEGAL SUFFICIENCY BY:

/es/ Rebecca Johns
Assistant City Attorney

Legislation Details (With Text)

File #:	22-257	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	4/28/2022			**In control:**	City Council
On agenda:	5/10/2022			**Final action:**	
Title:	Approve a Resolution certifying that the Habitat for Humanity of Brevard program is consistent with the City of Cocoa's plans and regulations in order to comply with the provisions of the Community Contribution Tax Credit Program. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Habitat Resolution - May 10.pdf CCTCP brief info 2022.pdf City of Cocoa - Habitat CCTCP letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 28, 2022
Agenda Date: May 10, 2022
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Resolution certifying that the Habitat for Humanity of Brevard program is consistent with the City of Cocoa's plans and regulations in order to comply with the provisions of the Community Contribution Tax Credit Program.

BACKGROUND:

Habitat for Humanity of Brevard requests the City of Cocoa certify, by Resolution, that their programs are consistent with the City's local plans and regulations for them to apply for incentives through the Community Contribution Tax Credit Program (CCTCP). Habitat for Humanity participates in this program to encourage local businesses to make donations toward the development of housing projects for low-income residents. By certifying by Resolution, Habitat for Humanity of Brevard can work with local businesses to donate to the Female Veteran's Village program to support the final two homes under construction.

Habitat for Humanity of Brevard is an eligible non-profit sponsor and is able to solicit donations under this program. Upon completion of a project, Brevard Habitat works with the donor to apply for the sales tax credit for the amount of their cash donation.

Staff is requesting approval of this Resolution certifying that Brevard Habitat's programs are

consistent with the City's plans and regulations to comply with the provisions of the Community Contribution Tax Credit Program.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution certifying that the Habitat for Humanity of Brevard program is consistent with the City of Cocoa's plans and regulations in order to comply with the provisions of the Community Contribution Tax Credit Program.

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RESOLUTION NO. 2022-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, CERTIFYING THAT THE HABITAT FOR HUMANITY OF BREVARED PROGRAM IS CONSISTENT WITH THE CITY OF COCOA'S PLANS AND REGULATIONS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary and in the public interest that the City of Cocoa certify that Habitat for Humanity of Brevard County, Inc. program is consistent with local plans and regulations in order to comply with the provisions of the Community Contribution Tax Credit Program, and

WHEREAS, the Habitat for Humanity of Brevard County program is specifically designed to offer home ownership to low income residents in an effort to stem further decline and should receive full endorsement and support from the City of Cocoa, and

WHEREAS, Sections 212.8, 220.183, and 624.5105, Florida Statutes require that a resolution be passed by the local government certifying that a project applying for approval from the State of Florida is consistent with local plans and regulations.

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

SECTION 1. The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this resolution as though fully set forth herein.

SECTION 2. The Habitat for Humanity of Brevard County, Inc. Program is consistent with all local plans and regulations for the improvement of income eligible areas as expressed by the people of the neighborhoods and the adopted Consolidated Plan of the City of Cocoa, Brevard County, Florida.

SECTION 3. The City Clerk is hereby directed to send a copy of this resolution to the State of Florida, Department of Economic Opportunity to enable Habitat for Humanity of Brevard County, Inc. to obtain approval for its project under the Community Contribution Tax Credit Program

SECTION 4. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 10th day of May, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

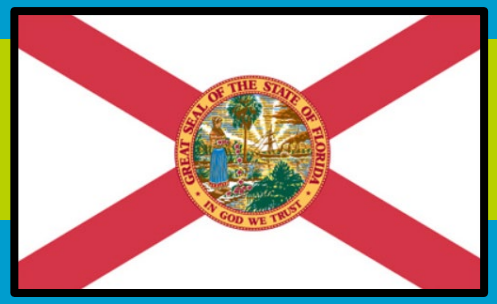
_____
Carie Shealy, MMC, City Clerk

Habitat for Humanity®
of Brevard County

Community Contribution Tax Credit Program (CCTCP)

We build ***strength***, ***stability*** and ***self-reliance*** through ***shelter***.

What is Florida's CCTCP?



- Community Contribution Tax Credit Program (CCTCP)
- Financial incentive of a sales tax refund by encouraging Florida businesses to make donations toward community development and housing projects for low-income residents.
- Line item in the Florida state budget since 1980 with an annual/reoccurring allocation of $10.5 million by the state.

What makes an Eligible Business Partner for CCTCP?

- Registered business with the Florida Department of Revenue that collects and remits sales tax
- The business must have collected and remitted at least $87,000 in sales tax in the previous fiscal year. (the credit is granted as a refund against state sales tax paid the previous 12 months)
- Habitat for Humanity is an eligible non-profit sponsor and is able to solicit donations under the program.

How It Works

- Brevard Habitat takes the lead working w/the business at every step
- A business sponsor is identified and designated to a Habitat home build
- A Sponsor Commitment Form documents the agreement
- Through the build process 200 volunteer hours are designated to the build including employees, friends and family.

How It Works

- Upon completion, the home is appraised
- The business sponsor makes a cash donation of 50% of the appraised value less the land cost. (donation this year is $87K)
- Brevard Habitat completes all forms and helps you apply for a sales tax credit for the amount of your cash donation.
- A check for the credit is historically returned 60-90 days after the filing date of July 1, 2022

Brevard Habitat will:

- Work with the business sponsor at every step
- Coordinate and track the scheduling of volunteers
- Post content to media (including social) featuring your business logo
- Involve your leadership at all build ceremonies
- Prepare all paperwork required by the tax credit program

Benefits for the Business and Habitat Brevard

- A business gives back by keeping tax dollars local
- Strengthen community relationships as we Live, Love & Care in Brevard.
- Employees (w/friends & family) have a positive experience contributing to their community and enjoying team building
- Habitat Brevard continues our mission to put more families in safe, affordable housing

Habitat for Humanity® of Brevard County | ReStore®

We build strength, stability, self-reliance and shelter.

Officers

Marcus Ingeldsen
MH Williams Construction Group, Inc.
Chairman

Darcia Jones Francey
Vice Chairman

Don DiFrisco
TSS Solutions
Hell'n Blazes Brewing
Treasurer

Suzy Leonard
Florida Today
Secretary

Board of Directors

Rev. R. Bradley Beaupre
Retired

Jeannette Jarnes
Northboro Builders

Richard Mercadante
Northrop Grumman

Chris Myers
Cypress Bank & Trust

Ruth Prather
Retired

Tracy Stoller
Dieguez Stoller Attorneys at Law

Audrey Wanich
Lacy Lyons Rezanka

Yanique Whyne
Winn-Dixie

Stacy-Anne Zeller
Daignault Realty, Inc

Staff

Anna Terry
Executive Director

Carey Gleason, CFRE, MBA
Vice President Development

Mr. Stockton Whitten, City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

April 26, 2022

Dear Mr. Whitten:

Habitat for Humanity of Brevard County, Inc. is in the process of requalifying as a "sponsor" for the Community Contribution Tax Credit Program (CCTCP). To complete the final step, we need a resolution from the Cocoa City Council.

Over the last 36 years, Brevard Habitat has helped 575 low-income workforce families build or repair their homes. Our plan is to continue to build affordable homes and complete critical home repairs in Brevard County, with a focus on the Diamond Square neighborhood of Cocoa. Brevard Habitat has a commitment to eliminating substandard housing and providing affordable, safe, stable homes with low-income workforce families by offering a hand up, not a hand out.

We have partnered with the City of Cocoa on our special project of the Female Veterans' Village on Whaley Street in Cocoa, which has gained national attention. We are excited to continue partnering with the City of Cocoa on prospective housing projects. An approval as a CCTCP sponsor for the Cocoa area will enhance our ability to provide these projects.

We thank you for your continued support. Attached please find a draft resolution that is in a format approved by the City of Palm Bay and the City of Melbourne in the past. I look forward to hearing from you soon, and let me know if you have any questions.

Sincerely,

Anna Terry
Executive Director
Habitat for Humanity of Brevard
anna@brevardhabitat.com
321-728-4009 x107

Habitat for Humanity of Brevard County, Inc. is a 501(c)3 not-for-profit organization. Your gift is tax deductible. A copy of the official registration and financial information may be obtained from the division of consumer services by calling toll-free (800-435-7352) within the state. Registration does not imply endorsement, approval, or recommendation by the state.

Legislation Details (With Text)

File #:	22-284	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	5/6/2022			**In control:**	City Council
On agenda:	5/10/2022			**Final action:**	
Title:	City Council approval to support a community-based program, providing grant funds to subgrantees, utilizing the State and Local Fiscal Recovery Funds (SLFRF). This program will provide funds to qualifying summer camp programs and services, for economically-disadvantaged school-age citizens residing within the City of Cocoa. Approve a Resolution, Amending the FY22 Budget, BAF# 22-082-T. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	NOFA Ad Cocoa's Summer for the Kids.pdf Budget Resolution FY 2022- ADA Compliant.pdf BAF 22-082-T-FN-Summer Camps ARPA (5-10-22) Agenda 22-284.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 6, 2022
Agenda Date: May 10, 2022
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
City Council approval to support a community-based program, providing grant funds to subgrantees, utilizing the State and Local Fiscal Recovery Funds (SLFRF). This program will provide funds to qualifying summer camp programs and services, for economically-disadvantaged school-age citizens residing within the City of Cocoa. Approve a Resolution, Amending the FY22 Budget, BAF# 22-082-T.

BACKGROUND:

At a regular City Council meeting on March 22, 2022, support of a summer programs and services within the city was discussed using the State and Local Fiscal Recovery Funds (SLFRF). In accordance with grant funding requirements, a program with specific criteria, an application submitted and evaluation of the submittals must be defined to accomplish the Council's desire to support the community. The program must be advertised, allowing the community the opportunity to apply for these funds.

Once the applicants apply for the funds, a selection committee will review the qualifications and score the applicants based on the criteria outlined in the proposal. All scoring and staff recommendations

will be brought back before City Council for approval, June 7, 2022.

Funding for the qualifying sub-grantee, will be up to $10,000 per award.

Proposal Checklist:

1. Articles of Incorporation/Bylaws (*if applicable*)
2. Copy of Cocoa business tax certificate
3. Agency Organizational Chart
4. List of Board of Directors
5. 501(c)(3) designation documentation (*if applicable*)
6. Latest IRS 990 documentation
7. Financial statement for both the program and organization (*audited financial statements preferred*)
8. Summer Program or activity description demonstrating the number of Cocoa school-age children served
9. Copy of Project/Program insurance
10. Job descriptions/resumes of administrator & important program/project staff
11. Verification of background checks for important program/project staff

Minimum Scoring Criteria:

- Agency must be a non-profit organization 501(c)(3) or a school or similar educational organization;
- Agency must be based in or incorporated within the City of Cocoa;
- Agency must maintain accounting records in accordance with generally accepted accounting practices 2 CFR Part 200 Cost Principles and Audit Requirements for Federal Awards;
- Program/service must serve economically-disadvantaged school-age children from the City of Cocoa and specifically work to address negative impacts from the COVID-19 pandemic.

Disqualifying Criteria:

- Receipt of applications after 5:00 p.m. (based on clock in City Hall lobby) on May 20, 2022.
- Incomplete or otherwise incorrect applications.
- Applications which do not: provide services within the city limits of Cocoa, provide services exclusively to Cocoa school-age children.
- No grace period will be allowed for missing components to be submitted. NOTE: Supplemental information necessary for clarification will only be accepted if it is requested by city staff.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

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

BAF# 22-082-T

Amount Requested ($70,000)
Account Number 130-1600-513.39-00
Account Name Contingency

Amount Requested $70,000
Account Number 130-3230-559.83-03 AR1CMP
Account Name Community Programs

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
__X__ Grant Source: SLFRF
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:
City Council approval to support a community-based program, providing grant funds to subgrantees, utilizing the State and Local Fiscal Recovery Funds (SLFRF). This program will provide funds to qualifying summer camp programs and services, for economically-disadvantaged school-age citizens residing within the City of Cocoa. Approve a Resolution, Amending the FY22 Budget, BAF# 22-082-T.

NOTICE OF FUNDING AVAILABILITY
CITY OF COCOA
COCOA'S SUMMER FOR THE KIDS

The City of Cocoa is making available $70,000 from Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to form the "Cocoa's Summer for the Kids" grant program. The overall purpose of the initiative is the funding of summer programs and services for school-age children in Cocoa. Priority will be given to organizations based in Cocoa, serving economically-disadvantaged school-age children from Cocoa. Reward maximum is $10,000.

Application forms for eligible projects and activities will be made available for 501(c)(3) non-profit organizations and schools physically during regular business hours at the City of Cocoa City Hall lobby located at 65 Stone Street, Cocoa, Florida 32922 beginning May 16, 2022, or digitally on the City of Cocoa website beginning May 14, 2022. All applications and accompanying materials must be submitted physically to the City of Cocoa City Hall lobby. **All proposals are due no later than 5:00 pm, May 20, 2022.** For more information, call Connor Williams, Grants Writer at (321) 433-8684.

RESOLUTION NO. 2022-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 10th day of May, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=10880935&GUID=909A25DC-B320-49B1-A772-7A29D4B41D30* is a secure document that has been embedded in this document. Double click the pushpin to view.

