City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, April 24, 2019

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 19-167 Approve the Agenda for the Regular meeting of April 24, 2019, as presented or with amendments.

Attachments: 04-24-19 Short Agenda.pdf

MINUTES:

II.2(a) 19-168 Approve the MInutes for the Regular meeting of March 13, 2019, as written or with amendments.

Attachments: 03-13-19 Minutes.pdf

EXHIBIT A-Presentation - Rezone - Dr. Joe Lee Smith Cntr.pdf

III. AWARDS AND PRESENTATIONS:

III.1 19-169 Presentation/Performance by the Cocoa High School Chorus. (Councilmember Koss)

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

Attachments: IEMO III Certificate and Letter.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 19-153 Approve City Manager's execution of Notice of Forfeiture of Commercial Property Enhancement Program Grant previously awarded to 1003 N Cocoa LLC. (Community Services Director)

Attachments: Notice of Forfeiture - 1003 N Cocoa LLC
Letter of Extension to comply Notification of Remaining Grant Items
CPEP Grant Agreement 1003 N Cocoa Blvd LLC

V.2 19-156 Approve a Resolution amending the FY2019 Budget to Transfer Funds for Purchase Order #73716 and #73649 to Garganese, Weiss, D'Agresta, & Salzman to Cover Estimated Non-Retainer Costs for the Remainder of FY 2019, through the use of General Fund Contingency. (Administrative Services Director)

Attachments: Budget Resolution No. 2019-033 FY 2019.docx
BAF 19-079 -AS-Legal Fees (04-24-19) Agenda 19-156.pdf

VI. PUBLIC HEARINGS:

VI.1 19-157 Pass on First Reading Ordinance No. 04-2019: A Zoning Text Amendment to allow indoor shooting ranges as a permitted use subject to certain conditions, including ancillary retail sales and restaurant in the M-2 (Manufacturing and Industrial) Zoning District. (Community Services Director)

Attachments: Ordinance No. 04-2019 Text Amendment regarding Indoor Shooting Ranges
OSHA article - Lead Hazards
Application and Petition
Legal Ad proof PZ 4-9-19 and CC 4-24-19

VI.2 19-158 Postpone consideration of the Large Scale Site Plan for the Dr. Joe Lee Smith Community Center. (Community Services Director)

Attachments: Legal Ad proof PZ 4-9-19 and CC 4-24-19

VII. COUNCIL BUSINESS:

VII.1 19-161 Approve a Resolution providing for a temporary waiver of building permit fees related to building or structural damage caused by the hail storm that occurred on March 27, 2019. (Community Services Director)

Attachments: Resolution No. 2019-031: Hail Storm Building Permit Fee Waiver

VII.2 19-162 Approve a Resolution providing for a temporary waiver of building permit fees related to the installation of solar photovoltaic, solar water heating, electric vehicle home charging, natural gas vehicle home refueling systems and electric vehicle charging stations for a period of one year. (Community Services Director)

Attachments: Resolution No. 2019-032- Solar Powered Equipment

VIII. CITY BUSINESS:

VIII.1 19-159 Approve Resolution 2019-030 Vacating a portion of Right-of-Way of Riverside Drive. (Community Services Director)

Attachments: Resolution No. 2019-030 Vacating a portion of Riverside Drive (St. Marks)

Exhibit A Vacating a portion of Riverside Drive

VIII.2 19-79 To approve a resolution endorsing the East Coast Greenway route through Cocoa, FL. (Public Works Director)

Attachments: East Coast Greenway Alignment Resolution No. 2019-034

East Coast Greenway Recommended Primary Alignment Map

East Coast Greenway Recommended Primary Alignment Map_032019 Revised

VIII.3 19-165 Request Council's Direction for the final design concept of the Promenade and Overlooks Project to replace the boardwalk in Riverfront Park destroyed during Hurricane Irma. (Public Works Director)

Attachments: Concept 2 - East View.jpg

Concept 2 - Southeast View.jpg

Platform.jpg

Sign - Riverside distance view.jpg

Sign - Riverside.jpg

Sign - Sidewalk Side.jpg

MULTI-YEAR CONTRACTS:

VIII.4 19-146 To Approve a New Lime Stockpile Agreement between the City of Cocoa and Agreserves, Inc. dba Deseret Cattle & Citrus; To Authorize the City Manager to Execute the Agreement. (Utilities Director)

Attachments: Lime Stockpile Agreement (Partially Executed)

IX. INFORMATIONAL AGENDA:

IX.1 19-131 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: March 2019 Contingency-Change Order Report.pdf

IX.2 19-138 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 03/31/2019.

Attachments: PO Monthy Report to City Council 10.01.18 thru 03.31.19.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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Legislation Details (With Text)

File #:	19-167	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/12/2019			**In control:**	City Council
On agenda:	4/24/2019			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of April 24, 2019, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-24-19 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 12, 2019
Agenda Date: April 24, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of April 24, 2019, as presented or with amendments.

BACKGROUND:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of April 24, 2019, as presented or with amendments

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

April 24, 2019

DATE: April 24, 2019	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of April 24, 2019 (19-167)
2. Minutes: (a) Regular meeting of March 13, 2019 (19-168)

III. AWARDS AND PRESENTATIONS:

1. Presentation/Performance by the Cocoa High School Chorus. (19-169). (Councilmember Koss)

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

IV. DELEGATIONS:

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

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V. CONSENT AGENDA:

1. Approve City Manager's execution of Notice of Forfeiture of Commercial Property Enhancement Program Grant previously awarded to 1003 N Cocoa LLC. (19-153). (Community Services Director)

2. Approve a Resolution amending the FY2019 Budget to Transfer Funds for Purchase Order #73716 and #73649 to Garganese, Weiss, D'Agresta, & Salzman to Cover Estimated Non-Retainer Costs for the Remainder of FY 2019, through the use of General Fund Contingency. (19-156). (Administrative Services Director)

VI. PUBLIC HEARINGS:

1. Pass on First Reading Ordinance No. 04-2019: A Zoning Text Amendment to allow indoor shooting ranges as a permitted use subject to certain conditions, including ancillary retail sales and restaurant in the M-2 (Manufacturing and Industrial) Zoning District. (19-157). (Community Services Director)

2. Postpone consideration of the Large-Scale Site Plan for the Dr. Joe Lee Smith Community Center. (19-158). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Approve a Resolution providing for a temporary waiver of building permit fees related to building or structural damage caused by the hail storm that occurred on March 27, 2019. (19-161). (Community Services Director)

2. Approve a Resolution providing for a temporary waiver of building permit fees related to the installation of solar photovoltaic, solar water heating, electric vehicle home charging, natural gas vehicle home refueling systems and electric vehicle charging stations for a period of one year. (19-162). (Community Services Director)

VIII. CITY BUSINESS:

1. Approve Resolution 2019-030 Vacating a portion of Right-of-Way of Riverside Drive. (19-159). (Community Services Director)

2. Approve a resolution endorsing the East Coast Greenway route through Cocoa, FL. (19-79). (Public Works Director)

3. Request Council's Direction for the final design concept of the Promenade and Overlooks Project to replace the boardwalk in Riverfront Park destroyed during Hurricane Irma. (19-165). (Public Works Director)

MULTI-YEAR CONTRACTS:

4. Approve a New Lime Stockpile Agreement between the City of Cocoa and Agreserves, Inc. dba Deseret Cattle & Citrus; To Authorize the City Manager to Execute the Agreement. (19-146). (Utilities Director)

IX. INFORMATIONAL AGENDA:

1. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (19-131). (Finance Director)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 03/31/2019. (19-138). (Finance Director)

X. REPORTS:

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

XI. ADJOURNMENT.

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Legislation Details (With Text)

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Type:	Minutes			**Status:**	Minutes
File created:	4/12/2019			**In control:**	City Council
On agenda:	4/24/2019			**Final action:**	
Title:	Approve the MInutes for the Regular meeting of March 13, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-13-19 Minutes.pdf EXHIBIT A-Presentation - Rezone - Dr. Joe Lee Smith Cntr.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 12, 2019
Agenda Date: April 24, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the MInutes for the Regular meeting of March 13, 2019, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of March 13, 2019, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

March 13, 2019

A Regular City Council Meeting was held on Wednesday, March 13, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. OPENING MATTERS:

Mayor Williams called the meeting to order at 6:15 p.m.

Pastor Jarvis Wash provided the invocation and Councilmember Goins led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

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

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of March 13, 2019 (19-87)

2. Minutes: (a) Regular meeting of February 13, 2019 (19-97)
(b) Mayor's Town Hall Meeting of February 19, 2019 (19-98)

Deputy Mayor Warner requested that Item VIII.8 be added under Multi-year Contracts and she mentioned at the last Council meeting there was a code lien reduction that was supposed to come back to this agenda and it was not included. It was the lien reduction for 1050 Grove Avenue.

She noted that Code has visited the property and they are in compliance and she is requesting that this be brought back tonight for approval.

Councilmember Goins asked Chief Cantaloupe for any updates on this property. In response, Chief Cantaloupe advised that he was not sure if Code had revisited the site. Deputy Mayor Warner noted that according to Mr. Bunt they were in compliance.

Mayor Williams stated that he would like to revisit the site. Deputy Mayor Warner asked that since this is a quasi-judicial board, was there not a law against him going to the property. Mayor Williams stated it did not matter and that is what he thinks about it.

Deputy Mayor Warner asked Attorney Garganese if Council was allowed to go and view properties. In response, Attorney Garganese noted that this was a lien reduction and not a quasi-judicial matter. She confirmed then, that if there is a lien reduction on the Code agenda that it is okay to go out and view a property. Attorney Garganese explained that if it is a reduction, then the case is technically closed. He pointed out that there are distinctions between active code cases and financial obligations.

Deputy Mayor Warner believes that since it was brought up to Code then Council at least owes him an apology.

Mayor Williams stated that Council makes the final decision so they have a right to go and look at the properties.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to approve the Agenda with additions of Item VIII.8 and the Code Lien Reduction for 1050 Grove Avenue.**

Ayes: Warner, Boisvert

NAYS: Williams, Koss, Goins

THE MOTION FAILED (2-3)

Councilmember Koss was confused on the item, in which Mayor Williams explained the situation.

Chief Cantaloupe announced that he just spoke with the Code Manager and as of yesterday morning the property was in compliance, however, there was not enough time to get this on the agenda, as it was past the deadline.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Warner, to approve the agenda with the amendments of Item VIII.8 under Multi-Year Contracts and the item regarding a lien reduction for 1050 Grove Avenue.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Victor Watson, Esq., 3490 N. US 1, Cocoa, Florida, noted he was in attendance to represent Ms. Gladys Thomas, who had several properties with code violations against them. They had all been abated and then lien reductions were approved. They appreciated the reductions and have worked hard to bring the properties in to compliance. There is a tax deed sale on one of the four properties that has a code violation. The owner let the deed sale go forward and mentioned it later to Mr. Watson. Mr. Watson spoke with the City Attorney and the City Attorney explained that in the agreement there was a paragraph talking about tax deed sales. Mr. Watson advised that the client got the $17,000 plus what was owed in the agreement and they put a claim in for the surplus with the Clerk of Court.

He further noted that he has been speaking with the City Attorney to see what can be done and at this point he is asking City Council to waive its claim to the surplus. All properties are in compliance and if the lien had been paid a little

earlier the tax deed sale would not have happened. The City is claiming $22,000 in addition to what the client has paid.

Attorney Garganese explained that the City and client had entered into an agreement and according to that, in his opinion, the City is not only entitled to the $17,000 plus but it is also entitled to the tax deed sale according to the paragraph in the contract. The City has a contractual right to the $22,000 plus being held by the Clerk of the Court. The City has filed a claim for the funds and now there is a competing claim that was filed by Ms. Thomas' son which has affected the ability for the City to get those funds.

Attorney Watson stated that the City could waive that.

City Manager Titkanich advised that this was a partial lien reduction as there was close to $600,000 owed to the City.

Attorney Watson explained that the client did not understand paragraph 11 in the contract. He reiterated their appreciation for the reduction, as it was quite a bit of money, but the liens have not all been satisfied.

City Manager Titkanich reiterated that it was a partial lien release.

Attorney Garganese pointed out that there were many liens on all of these properties. It again, is a contractual issue. He explained to Council that Mr. Watson is asking the City is to waive the contractual right to the money. Theoretically, the Council can waive the right although it is a contractual right. If it is not waived there are competing claims at Clerk of Court. If withdrawn the Clerk of Court will probably take the money to court. He is requesting that they waive a contract right to the money.

Mayor Williams felt they have given enough and what Council did was a great deed. Councilmember Goins agreed.

Councilmember Koss asked if there was a compromise.

Councilmember Boisvert thought it should be brought back after the City Attorney and City Manager discuss.

City Manager Titkanich advised that they had been in consultation and are advising that Council does not waive the contractual right.

Councilmember Boisvert retracted his statement.

Deputy Mayor Warner stated no as they were more than fair the first time.

Aleck Greenwood, 640 Brevard Avenue, Cocoa, spoke about the consent decree area, renovation to the area, and spoke about the addition of oak trees and sidewalks, and advised that there was no budget set up for the upkeep of the renovated area. He believed it was going to return to blight. There are two street lamps that have not been replaced and there are forty oak trees planted but have that have not been watered properly. Oak trees cost about $150-$200 per tree. He mentioned that this would be about $14,000 which is a lot less that what it would take to bring it back to what it should be. He further voiced his concerns about security for access to this building.

City Manager Titkanich advised that the renovations were a CRA project and they should be the ones who look into this.

Robert Smolick, stated his address was exempt due to being a retired first responder, and he works for a company that looks into waste fraud and corruption in government. In 2017 FDOT paved all of the streets in Cocoa Beach. There was a water leak in which Cocoa came out, fixed, and repaired the property, and then a Waste Management truck drove through and destroyed a temporary patch. Nothing was done or fixed to FDOT standards. He noted that DBI Services does maintenance along A1A. He mentioned that he got in touch with DBI and FDOT and spoke about a letter that he submitted. He was given wrong information and lied to. FDOT got in touch with Utilities the other day. He stated that Cocoa and DBI have both denied responsibility. The City dug the hole and did not fix it properly which resulted in an accident. The matter needs to be settled. He pointed out that he filed a formal claim today and wrote a letter to risk management. He was informed the whole thing would be fixed soon and it should not have gone on this long.

Mayor Williams advised that he was not familiar with this incident. Mr. Smolick stated that apparently no one had received it. In response, City Manager Titkanich advised that it was dated March 11th and was immediately sent to the City Clerk's office. Items were compiled and he would like to review. Mr. Smolick was also contacted.

Mr. Smolick further stated that the City should be receiving a certified copy and would like the hole patched and this matter taken care of.

V. CONSENT AGENDA:

1. Approve Participation in a Cooperative Purchase Agreement with Ring Power, Palm Bay, Florida, Utilizing the City of Melbourne Contract No. 06-066-0-2016/KS to Purchase Radiator Cores, Tanks, Belts and Hoses for the Dyal Water Treatment Plant. (19-71). (Utilities Director)

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

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

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

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the Consent agenda.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

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

   Ms. Bunt advised that there were new activities being requested to be added to the plan. One is neighborhood signage improvements and park improvements. This is just reallocation of funds. If approved, it will be submitted to the US Department of Urban Development for commitment.

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

Councilmember Goins asked if there was a listing of locations where signs would be installed. In response, Ms. Bunt noted they are looking at the new Michael C. Blake Subdivision, Whaley Street (for Habitat for Humanity), and in other low income areas.

He stated that he would like to see signage at the corner of Fiske Blvd. and Rosa L. Jones Drive.

Ms. Bunt agreed to look into this and maybe it would be something that the City could assist with, as it would be a gateway feature.

* **MOTION by Councilmember Goins; Seconded by Councilmember Boisvert, to approve the amendment to the FY 2018-2019 CDBG Action Plan to reallocate funds and add two new activities in accordance with the City's CDBG Citizen Participation Plan and also Approve a Resolution Amending the FY2019 Budget, transferring revenues to the appropriate account line.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Pass on First Reading Ordinance No. 01-2019: A Zoning Map Amendment for two parcels of land (approximately 3.23 acres) from C-W (Wholesale Commercial) and RU-1-7 (Single-Family Residential) to INST (Institutional). (19-95). (Community Services Director)

Attorney Garganese read Ordinance No. 01-2019 into the record, by title only as follows. He advised this is the first reading of the ordinance.

ORDINANCE NO. 01-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY ON WHICH THE CURRENT DR. JOE LEE SMITH COMMUNITY CENTER IS LOCATED, TOTALING 3.23 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF STONE STREET AND WEST OF WASHINGTON STREET, APPROXIMATELY 0.10 MILES WEST OF US 1, IN COCOA,

FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM C-W (WHOLESALE COMMERCIAL) AND RU-1-7 (SINGLE-FAMILY RESIDENTIAL) TO INST (INSTITUTIONAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig provided a presentation[1] on the proposed ordinance. She provided a project summary and noted that the City of Cocoa is the applicant, and the request is to amend the zoning map designation of two parcels totaling approximately 3.23 acres of the Dr. Joe Lee Smith Community Center complex.

A location map was shown and she pointed out that the City intends to build a new community center on the northern parcel of the property where the current baseball field and playground are located. The existing pool and basketball court are also in this location. The southern parcel contains the current community center building.

She noted the consistency with the Comprehensive Plan Policies and Objectives and the concurrency management.

The Planning & Zoning Board recommended approval of this at its March 6, 2019 meeting. She reiterated staff's recommended motion.

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

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Consider the appointments of the following applicants, as nominated by City Council members, as members to the Police Community Relations Advisory Committee: Aldon Bookhardt, Marsha Dyal, Alton Edmond, Kevin McCann, and Alfred Boettjer. (19-85). (Administrative Services Director)

[1] EXHIBIT A: Zoning Map Amendment Presentation on the Dr. Joe Lee Smith Community Center

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, for discussion.**

City Manager Titkanich pointed out that in the body of the agenda item it notates Michael Klug as being nominated by Deputy Mayor Warner, but on the title of the item his name is not stated. He wanted to ensure that they knew he was being appointed.

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Koss asked why this is a committee and not a board.

Attorney Garganese mentioned that it was form of substance and during discussion it was determined as to what it should be named. It should be a committee which is more of a style than a form.

Councilmember Koss further asked if this resolution was based on Melbourne's model. City Manager Titkanich noted that it was in part but he further discussed the four models that they looked at and how this was developed.

Councilmember Koss understood that it was a separate organization where the Sustainability Advisory Committee is staff driven. City Manager Titkanich explained that the committee can provide feedback to the Chief on certain issues that may arise.

She thanked him for the explanation.

2. Consider the Donation application for Cocoa Youth Athletics, Inc. (19-86). (Administrative Services Director)

Mayor Williams believed that this is a great thing and advised that he was the president of the Rockledge football league a long time ago. At that time, the cost was approximately $400 per player. He went out to watch the kids perform and is glad to have youth football back.

Mayor Williams pointed out that he would like to contribute $200 of his donation allowance. All other members of Council were in agreement and also wanted to contribute $200.

*** MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to each give $200 from their donation accounts for a total of $1,000 to Cocoa Youth Athletics, Inc.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Koss stated that both of her sons played football so she is very supportive. She intends to have some non-profits help the Cocoa High School students get to Carnegie Hall in October. She hopes that they can support and help many of the multi-talented Cocoa citizens.

Mr. Samuel Clayborne, the President of the League, thanked Council and staff and provided a background of the program. He further explained their goals and mentioned that they are very passionate about this and leading youth on the right path.

Mayor Williams thanked them for doing good things. He is aware that there is a need for new scoreboards and he is trying to get those donated. There is also a need at Provost West.

Councilmember Goins did not hesitate at all on this donation. These are good people doing good things.

3. Approve the reduction of the current Code Enforcement lien for the property located at 1050 Grove Ave. from $32,475.00 to $1,440.79 as recommended by Staff and the Code Enforcement Board, so related City expenses and Staff time are reimbursed. (19-68). (Chief of Police)

Mayor Williams requested that these items are requested earlier and that this took time to type up the agenda item.

* **MOTION by Mayor Williams; Seconded by Councilmember Boisvert, to approve staff's recommendation for the lien reduction at 1050 Grove Avenue.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approval of a Resolution Amending the FY 2019 Budget to fund a Recording Secretary position in the City Clerk's office through the use of General Fund Contingency. (19-70). (Administrative Services Director)

Ms. Gemmati explained that this position is being requested in order to help provide coverage in the Community Services and City Clerk's offices. Currently, there are two staff members who serve as recording secretaries for various

boards. Due to flexing time off, it is resulting in reduced customer service and taking away time from their primary job responsibilities.

Deputy Mayor Warner clarified that we had this position in the past. Ms. Gemmati responded in the affirmative.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval of a Resolution amending the Fire Inspection Fee Schedule and approval of the new schedule for fire inspection fees Exhibit A. (19-83). (Fire Chief)

Attorney Garganese read the Resolution into the record, by title only as follows.

RESOLUTION NO. 2019-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, RELATED TO FIRE PROTECTION AND PREVENTION; ADOPTING A MODIFIED SCHEDULE OF FIRE INSPECTION FEES IN ACCORDANCE WITH SECTION 6-208 OF THE CITY CODE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve on First Reading Ordinance No. 02-2019: Amending City Code of Ordinances: Chapter 3.5 Alarm Systems, Alarm Fees, Penalties, Chapter 6-502 Owners to Post Numbers, Chapter 13.5 Outdoor Fires and Chapter 20 Traffic (fire lane). (19-84). (Fire Chief)

Attorney Garganese read Ordinance No. 02-2019, into the record, by title only, as follows. He advised that this is the first reading of the ordinance and not a public hearing.

ORDINANCE NO. 02-2019

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

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Warner, to approve Ordinance No. 02-2019 on first reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

4. Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing City of Daytona Beach Contract No. 0118-2600 Effective February 7, 2019 through February 6, 2020. (19-64). (Utilities Director)

Mr. Walsh explained this item in detail and noted that the contract was good through February 6, 2020. He spoke about the program and that the City has been doing this for approximately nine years.

Mayor Williams asked if cameras are sent down when they do the lining through the inside. In response, Mr. Walsh stated they send cameras in both before and after.

Councilmember Koss stated that this extends the life of the pipes for about fifty years. She felt it was good technology and a good impact to citizens and customers.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve a Multi-Year Continuing Service Agreement for Professional Services with Stantec Consulting Services, Inc. waiving the competitive bid process, in accordance with Section 15.4 of the Financial Operation Manual, as being in the best interest of the City. (19-96). (Finance Director)

Ms. Bowman explained the reasoning behind this item and mentioned that the City has used Stantec for multiple studies. Each one has required an agenda item, but this contract will be in place for five years with renewal options, and a task order can be issued for each study. There is also contingency money included in the event they need to utilize them for another service.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve a multi-year Professional Services Agreement between the City of Cocoa and S&ME, Inc. to provide professional planning services on a task order basis as well as approve a budget amendment to transfer funds from 001-1600-513.39-00 (Contingency) to Community Services 001-3200-515.31-00 (Professional Services) and 001-3200-515.34-00 (Contract Services) for professional planning services and contract building services. (19-104). (City Manager)

City Manager Titkanich presented the item and explained that this would be a multi-year professional services agreement and they would provide planning services on a task order basis. He provided a background on the Community

Services department and spoke of some of the issues they have had in recruiting for open positions. Approval of this will enable relief to the current Planning & Zoning Manager, Ms. Bunt, and himself in the interim of filling positions.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Approve a multi-year Agreement and lease with the Florida Historical Society to lease real property located at 2201 Michigan Ave., Cocoa, Florida 32926 (Brevard Museum site) owned by the City and approve a previously executed lease termination with Brevard County. To approve the use of General Fund Balance Reserves for the one-time expense related to the execution of the lease Agreement and approve a budget amendment amending the FY 2019 Budget. (19-107). (Assistant City Manager)

Assistant City Manager Fuhrer presented the item and mentioned that the Brevard Museum is located on Michigan Avenue and was constructed in the mid-1970's. He spoke of the history of the museum and pointed out the unique relationship it has with the City.

This item includes a correction to remove the County out of the middle of this lease and the Florida Historical Society approached Council as they need a new roof. Council directed staff to work out an agreement with the Historical Society. The City has agreed to a $50,000 contribution and in turn the City will receive three years of in-kind support for the Leon and Jewel Collins Museum of Natural History.

Councilmember Koss was proud that the Florida Historical Society chooses to be in Cocoa and it is located in District 4.

* **MOTION by Councilmember Koss to support the $50,000 for a roof, but that we also include a memo for them to consider a metal roof that they could attach solar to. Also, advise them that the City has a Sustainability Advisory Committee that has a plan going forward.**

She further noted that there is actually a co-op forming and the society might find economic interest in it as well.

THE MOTION WAS SECONDED BY DEPUTY MAYOR WARNER.

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Assistant City Manager Fuhrer provided clarification on the ownership of the property.

8. Approve a multi-year License Agreement for construction and maintenance of a living shoreline with the East Coast Zoological Society of Florida, Inc. (Brevard Zoo). (19-112). (Assistant City Manager)

Assistant City Manager noted that this was for a multi-year lease agreement. The City has been working with the Brevard Zoo and at the same time the City has been reviewing the Waterfront Master Plan Update.

Councilmember Koss advised that she had reached out to the City as a citizen and this project came up which goes along with shoreline stabilization.

Assistant City Manager Fuhrer explained the project in detail and noted that the zoo will provide engineering, permitting, future maintenance, etc. He feels like the City can be an example to citizens living along the waterway.

An agreement has been drafted and there will be more formal rules for the zoo to follow.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Data showing the relation between the estimated and actual income and expenses to date. (19-101). (Finance Director)

X. REPORTS:

Mr. Wegerif provided a brief report regarding the paving and milling on Brevard Avenue. They are working on small sections at a time and businesses are being notified as they move around.

Ms. Bowman informed Council that the Customer Service Department's phone system has been changed from thirty open lines to twenty. This will reduce the lines coming in and will reduce wait times. This will be discussed in further at the upcoming Utilities Workshop.

Councilmember Koss clarified that if not as many calls are coming in and there are two new employees, they still are not able to take calls. She feels that water customers should be able to get questions answered. In response, Ms. Bowman stated that at the workshop there would be multiple items brought back, along with the proposal of more staff.

Councilmember Koss has heard from many that they cannot get questions answered. Ms. Bowman explained the reduction of phone lines and that this is being done because people do get frustrated. The objective is to be able to service customers without them having to wait.

Chief Prince recognized Deputy Chief Lamm who recently graduated from the Emergency Services Leadership Institute, which is a very hard course to get into.

Ms. Gemmati announced that the fourth annual Cocoa Works Program is now accepting applications. The City has budgeted for twelve positions and there are a few grant opportunities available to help with a few more positions. Letters have been sent out to Cocoa businesses in order to try to enhance the program. The estimated cost is approximately $1,800 which includes a payment to Career Source to help with training and mentorship. Applications are due by May 4th, and information is available on the City's website.

City Manager Titkanich advised City Council that All Aboard Florida spoke about potential stops that will be in Cocoa and announced that the Department of

Commerce approved a grant application for $45,000 which will help as they are going through resiliency planning. March 26th is a workshop that will be helping development disaster plans for small and medium sized businesses.

He mentioned that he had a very productive meeting with the County Attorney and others regarding CRA agreements.

Lastly, he noted that on Thursday, March 14th the House State of Affairs will be considering House Bill 3, the pre-emption of local government bill. He explained the bill and while some of the impacts have been removed there are still rules on others.

He appreciated the Mayor for attending the County Commission meeting last night. He reiterated that he had a productive meeting with them today.

Deputy Mayor Warner announced that she just completed the IEMO III on March 1 & 2, 2019 in Tampa, which gets more into your personal functions as a council person and how you react to things and people. Additionally, it teaches how to respond to staff and the public and how things work in general. It was different than the ones in the past but she really enjoyed it.

Deputy Mayor Warner mentioned that there have been problems in her neighborhood with oak trees. Many citizens are not familiar with oak trees and a few have disappeared in the neighborhood in the City's right of way. She asked if something could be put in the newsletter regarding the ordinance and oak trees.

She sent condolences to former Fire Chief Salisbury on the passing of his wife. His mom and dad lived next door to her for twenty years, she is very close to the family and she is sure he is heartbroken.

Deputy Mayor Warner thanked both public safety departments for their award ceremonies, as they were both very nice events.

She reminded everyone that on April 4th is the Chief's breakfast which is a fundraiser for Cocoa Community First. She provided a breakdown on the costs of tickets and raffle tickets.

In closing, she mentioned that she was looking forward to the Trash Bash.

Councilmember Boisvert thanked staff and everyone for the great job that they do.

Councilmember Koss spoke in regards to trees and stated that she had received a call from a resident in College Green. There have been some trees planted in the wrong places. She feels that people do not understand the value of trees and she noted the benefits of trees and how they impact homeowners and the City.

She thanked Mr. Walsh for his presentation that he made at the Sustainability Advisory Committee meeting. The water system is a strength for the community.

She has invited Catherine Alexander to give a presentation at the last meeting of April and mentioned that she met with FDOT about bike paths, as High Point residents are interested in that.

Councilmember Koss appreciated the Meals on Wheels Kick Off and all of the non-profits in Cocoa. She attended the League of Women Voters and they showed a virtual tour of St. John's Water Management District.

Lastly, she advised that she had attended the Children's Home Society event today where they will be sending several Endeavor students to camp this summer. She is also determined that the fifty kids invited to perform at Carnegie Hall from Cocoa High School get that opportunity.

Councilmember Goins asked for a consensus on the panhandling situation as well as mobile businesses. There was an issue this weekend with people trying to raise money for children. He understands there is an ordinance but in some situations it may be beneficial for the community. He wanted to look into the possibility for non-profits to be able to get permits for bucket drops.

Mayor Williams and Councilmember Koss were in agreement.

Deputy Mayor Warner believed it was just the area they were using that was not allowed. Mayor Williams advised that the kids were not on the corner but the business was. It was for a fundraiser on Fiske Blvd. and Peachtree St.

Deputy Mayor Warner thought that the ordinance just addressed traffic and that we encourage them to do things off of the roadways. She feels that there is a big

difference between fundraising and panhandling. She has no issue with looking at the ordinances.

Deputy Mayor Warner further asked what he was meaning by mobile businesses, such as food trucks at special events. In response, Councilmember Goins stated he meant in general.

Attorney Garganese noted that some cities have detailed ordinances regarding mobile vendors that they could look into. In response, Deputy Mayor Warner clarified that this would include all types of mobile businesses, and that it would cover all of them.

City Attorney Garganese advised that there are a lot of issues that would need to be looked into, as right now the ordinance states “objects” so it is very broad.

Attorney Garganese also pointed out that there is a pedestrian safety issue and if you looked at statistics that have been compiled you would be surprised at the number who have been struck by vehicles. He mentioned a Florida Statute that carved out an exception for non-profits but it was ruled unconstitutional.

Mayor Williams stated that what they saw was more of a circumstance than a common occurrence. Things should be looked at on a case by case basis.

Councilmember Goins asked about the status of FPL lights and changing bulbs to LED. In response, Assistant City Manager Fuhrer advised that they have a program where they are converting their entire service area. The City is working with FPL. Last time they spoke the City was still a couple of years out. This is for the total city, however, Peachtree, Stone Street and Fiske Blvd. have been upgraded.

Councilmember Goins mentioned that several citizens have called him regarding the Virginia Park area being very dark. Additionally, Endeavor Elementary is very dark. Deputy Mayor Warner stated there is not a single light on Pineda. Assistant City Manager Fuhrer assured them that they are aware and working to address that immediately.

Councilmember Goins appreciated everyone for coming to the meeting.

Mayor Williams spoke in furtherance about the light issue at Endeavor and that they will be working with the County in regards to this. Deputy Mayor Warner

requested that they look at the homeless camp near Endeavor also. Mayor Williams agreed something needs to be done.

He congratulated Endeavor's co-ed basketball team which is comprised of students grades 3-6 who won the championship over Cambridge.

He spoke about games that were held at Provost Park and pointed out that the restrooms were locked, and the games were done during the day. He did not feel that this was acceptable and it is embarrassing. Additionally, there are no markings on the restrooms or doors. He is worried that someone will walk in on the wrong person.

Assistant City Manager Fuhrer advised that restrooms are to be unlocked during events. Further discussion was held on the park and scheduling.

Mayor Williams requested that the City Manager and staff be proactive about employees, their jobs, and their salaries. We are losing officers to the County. He believes if we take care of employees then they will take care of us. He believes the City is behind other communities.

Deputy Mayor Warner asked that this be made part of the budget workshop tomorrow night.

Mayor Williams stated that we can either be winners or losers in this situation. He reiterated that if we take care of them they will take care of us.

Mayor Williams spoke about the situation with the kids fundraiser that took place this past Saturday and noted that the police and code officers did a great job. He thinks things should be looked at a little better considering things that we are facing in this City.

Mayor Williams stated they all need to bridge the gap and come together as a community. A lot of great things happened over the weekend.

In closing, he congratulated Officer Hattaway for being named Officer of the Year and thanked all of the police officers for the job they do.

XI. ADJOURNMENT.

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to adjourn the Regular meeting of March 13, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:21 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Zoning Map Amendment

Dr. Joe Lee Smith Community Center

March 13, 2019

EXHIBIT A: ZONING MAP AMENDMENT PRESENTATION ON THE DR. JOE LEE SMITH COMMUNITY CENTER

Project Summary

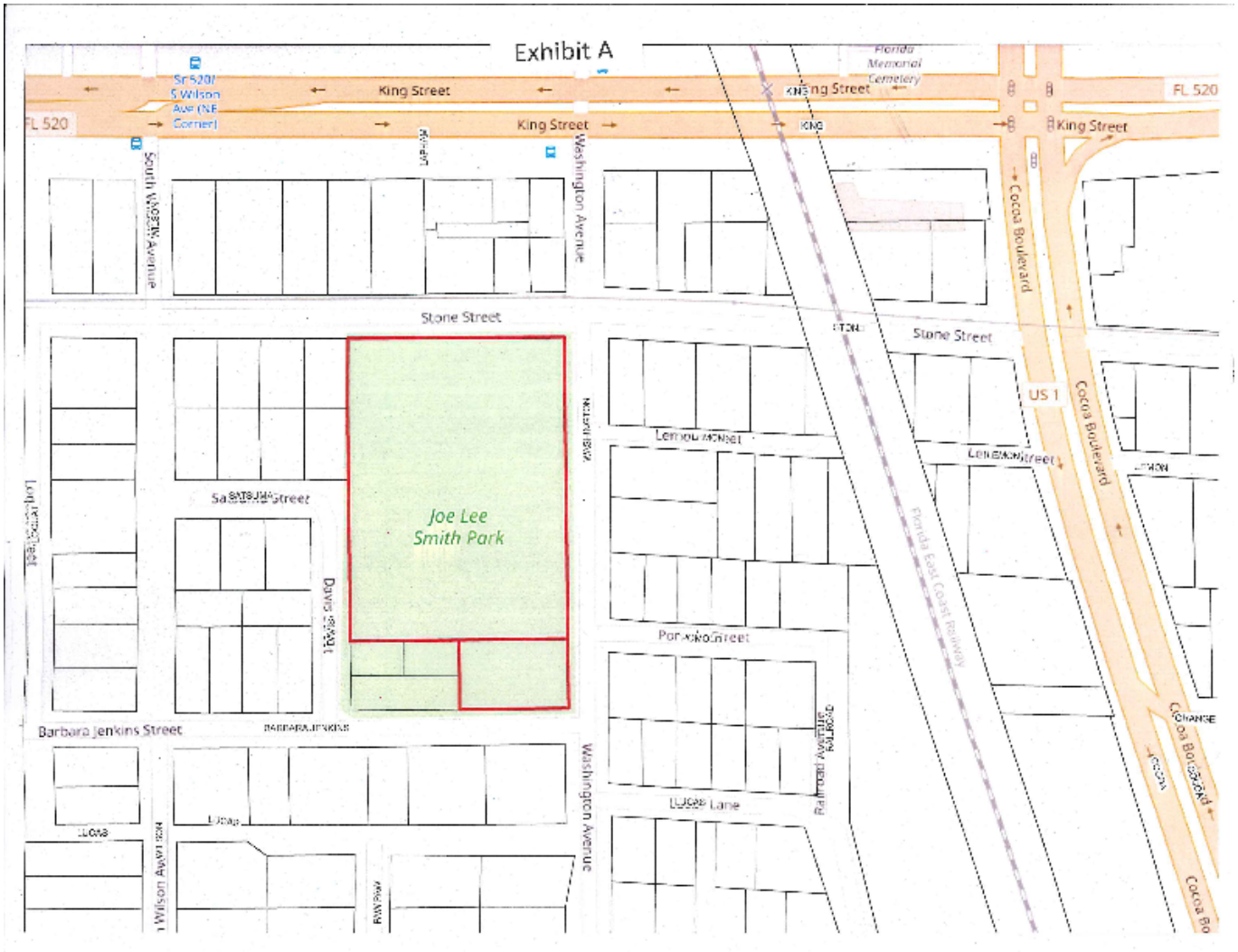
The City of Cocoa, as the applicant, is requesting to amend the Zoning Map designation of two parcels totaling approximately 3.23 acres of the Dr. Joe Lee Smith Community Center complex as depicted on Exhibit A.

Future Land Use Designation: REC (Recreation and Open Space)

Zoning District: Current: C-W (Commercial Wholesale) and RU-1-7 (Single-Family Residential)

Proposed: INST (Institutional)

Location Map



Project Summary

- The City intends to build a new community center on the northern parcel of this property where the current baseball field and playground are presently located. Also on this parcel are the existing pool and basketball court.

- The southern parcel of the community center complex contains the existing community center building.

Project Summary

- Neither of the present zoning districts of the subject parcels (C-W and RU-1-7) allow a community center use. Therefore, in order to support the planned development of the site a rezoning of the parcels is necessary.

- The Institutional zoning district was selected as the most appropriate choice as it provides the closest fit to the present use as well as offering the most compatible future uses for additional development of the site. A “community center” is a principal use under this district as are “public parks and playgrounds”.

Project Summary

Consistency with the Code of the City of Cocoa

In accordance with Appendix A Zoning, Article XXII, Section 1(G), a total of 16 criteria are to be considered in the review of an application for a rezoning.

These criteria address issues such as the established land use pattern, population density, the comprehensive plan, living conditions in the adjoining neighborhood, traffic congestion, public safety, drainage, property values, public welfare, and others related to the impact of the proposed change.

Project Summary

Staff findings for each of these individual criteria are found in the staff report.

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

Staff Finding: The proposed rezoning would bring the existing land use into compliance with the (proposed) zoning district. It would also bring the zoning district for these parcels into compliance with the current future land use designation.

While the Institutional zoning district designation would be specific to these two parcels and not found on other parcels nearby, the intent of the zoning district is “to support the needs of the neighboring community for public and semi-public facilities of a religious, educational, health or cultural nature”.

Project Summary

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

Staff Finding: The existing zoning boundaries on the northern parcel are illogically drawn in relation to the existing uses. The line separating the C-W zoning from the RU-1-7 zoning on the larger norther parcel has no relation to the baseball field and playground currently developed on that portion of the site. The proposed rezoning will correct this problem by applying the same zoning district to the entire parcel.

Project Summary

Consistency with Comprehensive Plan Policies and Objectives

- The proposed Institutional zoning designation is consistent with the allowable uses under the “Recreation and Open Space” Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

- This site will not require any new or additional facilities that would require a concurrency application or mitigation.

Recommendation

Previous Action:

The Planning & Zoning Board recommended approval of the proposed Zoning Map Amendment at the March 6, 2019 meeting.

Recommended Motion:

Passing on First Read Ordinance **-2019: A Zoning Map Amendment consistent with Appendix A. Zoning, Article XXII, to change the Zoning Map designation of two parcels of land (approximately 3.23 acres) from C-W (Wholesale Commercial) and RU-1-7 (Single Family Residential) to INST (Institutional).

Legislation Details (With Text)

File #:	19-169	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/12/2019			**In control:**	City Council
On agenda:	4/24/2019			**Final action:**	
Title:	Presentation/Performance by the Cocoa High School Chorus. (Councilmember Koss)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	19-170	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/12/2019			**In control:**	City Council
On agenda:	4/24/2019			**Final action:**	
Title:	Presentation of Certificate of Completion to Deputy Mayor Warner for the IEMO III: The Leadership Challenge, through Florida League of Cities, March 1-2, 2019. (Mayor Williams)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	IEMO III Certificate and Letter.pdf				

Date	Ver.	Action By	Action	Result

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

April 3, 2019

Clerk
City of Cocoa
65 Stone St
Cocoa, FL 32922

Greetings from the Florida League of Cities University:

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

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

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

Sincerely,

Shwanda T. Barnette
FLC University
Florida League of Cities

Enclosure

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

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

April 3, 2019

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

Dear Brenda Warner:

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

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

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

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

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

Sincerely,

Lynn S. Tipton

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

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

IEMO III:
THE LEADERSHIP CHALLENGE

Certificate of Completion

March 1 - 2, 2019, Holiday Inn Tampa Westshore

Awarded to

Councilwoman Brenda Warner

City of Cocoa

Sponsored by

Executive Director
Florida League of Cities

Legislation Details (With Text)

File #:	19-153	**Version:**	1	**Name:**	Notice of Forfeiture of Commercial Property Enhancement Program Grant previously awarded to 1003 N Cocoa LLC.
Type:	Informational Item			**Status:**	Consent Agenda
File created:	4/10/2019			**In control:**	City Council
On agenda:	4/24/2019			**Final action:**	
Title:	Approve City Manager's execution of Notice of Forfeiture of Commercial Property Enhancement Program Grant previously awarded to 1003 N Cocoa LLC. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Notice of Forfeiture - 1003 N Cocoa LLC Letter of Extension to comply Notification of Remaining Grant Items CPEP Grant Agreement 1003 N Cocoa Blvd LLC				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 10, 2019
Agenda Date: April 24, 2019
Prepared By: Samia Singleton, Economic Development Specialist
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve City Manager's execution of Notice of Forfeiture of Commercial Property Enhancement Program Grant previously awarded to 1003 N Cocoa LLC.

BACKGROUND:

On November 14, 2017, the City approved a Commercial Property Enhancement Program grant for 1003 N Cocoa LLC ("Grantee") totaling $5,000.00 in matching grant funds for exterior frontage improvements to the property owned by the Grantee and located at 1003 North Cocoa Boulevard, Cocoa, Florida 32922. On January 12, 2018, the Grantee entered into a Grant Agreement with the City, which set forth the terms and conditions of Grantee's receipt of the grant funds.

Pursuant to the Agreement, the Grantee is required to (i) record the Restrictive Covenants attached as Exhibit "C" to the Agreement in the Public Records of Brevard County; (ii) complete the work subject to the Agreement within six (6) months from permit issuance or notice to proceed; and (iii) if work is not completed within six (6) months, apply for an extension of up to three (3) months by submitting written request to the City. The Grantee has materially defaulted on the requirements set forth in the Agreement by (i) failing to record the Restrictive Covenants in the Public Records of Brevard County; (ii) failing to complete the work subject to the Agreement within six (6) months from permit issuance or notice to proceed; and (iii) failing to submit a written request for extension of time.

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Further, in order to be eligible to receive reimbursements, the Grantee must (i) bring all code violations into compliance and (ii) satisfy all existing City liens on the property. The Grantee is ineligible to receive reimbursements due to (i) current code violations on the Property and (ii) an existing City lien remaining on the Property. The Grantee has not requested or received any reimbursements under the Agreement.

Staff requests Council approval to authorize the City Manager to execute the Notice of Forfeiture of Commercial Property Enhancement Program Grant previously awarded to 1003 N Cocoa LLC.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On November 14, 2017, Council approved a Commercial Property Enhancement Program (CPEP) Grant Application totaling $5,000.00 in matching grant funding for the property located at 1003 N. Cocoa Blvd., and authorized the City Manager to sign all subsequent documents and agreement (17-483).

RECOMMENDED MOTION:

Approve City Manager's execution of Notice of Forfeiture of Commercial Property Enhancement Program Grant previously awarded to 1003 N Cocoa LLC.

1003 N Cocoa, LLC
Mr. Leon Cohen, Managing Director
375 South Courtenay Parkway, Suite 1
Merritt Island, Florida 32952

NOTICE OF FORFEITURE
GRANT AGREEMENT
COMMERCIAL PROPERTY ENHANCEMENT PROGRAM

Notice is given this ____ day of April, 2019 to 1003 N Cocoa LLC ("Grantee"):

A. The City of Cocoa, Florida ("City") has established a Commercial Property Enhancement Program as set forth in Resolution 2016-66 adopted by the City Council on June 28, 2016 (the "Resolution").

B. On November 14, 2017, the City of Cocoa, Florida ("City") approved a Commercial Property Enhancement Program grant for Grantee totaling $5,000.00 in matching grant funds for exterior frontage improvements to the property owned by Grantee and located at 1003 North Cocoa Boulevard, Cocoa, Florida 32922 (the "Property").

C. On January 12, 2018, Grantee entered into a Grant Agreement with the City, which set forth the terms and conditions of Grantee's receipt of the grant funds (the "Agreement").

D. As of the date of this Notice, Grantee has not requested or received any reimbursements under the Agreement.

E. In order to be eligible to receive reimbursements, Grantee must (i) bring all code violations into compliance and (ii) satisfy all existing City liens on the Property (Resolution, Sections 2.I.(h) and (i)).

F. Grantee is ineligible to receive reimbursements because (i) there are current code violations on the Property and (ii) there remains an existing City lien on the Property.

G. Pursuant to the Agreement, Grantee is required to (i) record the Restrictive Covenants attached as Exhibit "C" to the Agreement in the Public Records of Brevard County (Section 4(b)); (ii) complete the work subject to the Agreement within six (6) months from permit issuance or notice to proceed (Section 3(e)); and (iii) if work is not completed within six (6) months, apply for an extension of up to three (3) months by submitting written request to the City (Section 3(e)).

H. Grantee has materially defaulted on the requirements set forth in the Agreement by (i) failing to record the Restrictive Covenants in the Public Records of Brevard County; (ii) failing to complete the work subject to the Agreement within six (6) months from permit issuance or notice to proceed; and (iii) failing to submit a written request for extension of time.

NOTICE IS HEREBY GIVEN that, in accordance with Section 2.III.h. of the Resolution, due to Grantee's material default as stated in item H above, Grantee has forfeited its right to participation in the Commercial Property Enhancement Program, and the Grant Agreement dated January 12, 2018 is hereby terminated and declared null and void. Grantee is not entitled to receive any reimbursements under the Program.

CITY OF COCOA, FLORIDA

BY: _____

John A. Titkanich, Jr., City Manager

DATED: _____

OFFICE OF ECONOMIC DEVELOPMENT
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8525 | Fax: (321) 433-8526

1003 N. Cocoa Blvd LLC
Mr. Leon Cohen, Managing Director
487 Peachtree Street
Cocoa, Florida 32922

June 11, 2018

RE: Commercial Property Enhancement Grant (CPEP) – 1003 N. Cocoa Blvd Cocoa FL

Dear Mr. Cohen,

On January 12, 2018, the Commercial Property Enhancement Grant Agreement became effective.

Agreement Extension:

Pursuant to the Grant Agreement, all work required by the Grant Agreement must be completed within six months from date of permit issuance, or notice to proceed.

One three month extension may be granted by the Community Service Director.

If you wish to receive a three month extension in order to complete the work described and required in your agreement, please provide a written notice via email or traditional mail, in response to this letter.

Property Inspection

On June 11, 2018, an Inspection was held at your property located at 1003 N. Cocoa Blvd, Cocoa, Florida, in accordance with and pursuant to the City of Cocoa Economic Development Office Commercial Property Enhancement Grant Agreement, executed January 12, 2018.

Itemized below you will find s status report as to the Schedule of work items identified in Exhibit "B" that must be completed, inspected, and approved, in order for you to qualify to receive your $5,000 grant as follows:

(A) Items to be improved pursuant to Grant Agreement:

	Work Item Description Improvements to the property shall include:	Completion Status **C**omplete or **I**ncomplete
1	Remove and replace the roof, damaged fascia, ceiling joists, and rotted decking;	Complete
2	Removal of weeds and debris;	Complete
3	Repair/replace fence line damaged by Hurricane IRMA;	Complete
4	Repair/replace exterior equipment/inventory stands;	Complete
5	Remove abandoned oil barrels;	Complete
6	Repair/replace HVAC system components;	Incomplete AC System not working, nor are ductwork, and registers.
7	Patch and paint interior walls, doors, and floor, damaged by severely deteriorating roof structure;	Complete
8	Bring electrical light fixtures and circuits up to safe operating condition;	Complete
9	Replace water damaged ceiling panels;	Incomplete
10	Scrape and paint building exterior;	Incomplete – Fascia and soffits need painted
11	Remove/Cover painted signage on exterior walls, and or replace;	Complete
12	Repair doors, and all trim;	Incomplete

13	Remove and replace dangling electrical wire, phone and internet cables;	Complete
14	Repair two garage doors and closers;	Incomplete
15	Repair/replace Vehicle Lift system, to safe working condition;	Complete (Tenant Installed New)
16	Clean and repair parking area as needed;	Complete
17	Remove the fence on the western property boundary and provide a full view landscape buffer between the property line and the railroad right of way;	Incomplete, Needs a quality Landscape Buffer
18	Repair/replacement of the existing pole mounted sign at the street, or remove same.	Incomplete

(B) Other Code Enforcement Items that need to be completed:

1) Rear south Exterior wall concrete joint, where exterior wall meets the ground, is leaking water into the facility. This problem needs to be solved. Water is leaking into the building onto the floor when it rains.
2) Repair/Mitigate environmetnal impact from from possible leaking Hydraulic Oil from Old old Vehicle Lift. Oil is entering the drainage system interior to the building somehow.

As a reminder, there are significant items in the Restrictive Covenants you need to be aware of:

1) You are required to file the Restrictive Covenants (included in the agreement), with the Brevard Clerk of Courts immediately.
2) 1003 N. Cocoa Blvd LLC, and the Lessee's business are required to be in good standing with all applicable licenses, including a City of Cocoa Business Tax Receipt.
3) You are required to maintain the property free of code violations.
4) All of the work items described in Exhibit "B" must be completed in order to receive the Grant.
5) All applicable permits, for work performed under this agreement, will need to be obtained.
6) You must show evidence of Insurance, covering the property pursuant to the Agreement.

At the time of completion of all of the improvements identified above, subject to an extension of time being granted to complete the work, please request a final inspection. Once a final inspection has been approved. You may submit an invoice for the work rendered as evidence that all debts have been paid. This information will permit the Office of Economic Development to have the work inspected by our building

and code enforcement departments, and issue reimbursement funds contingent upon the approved inspection.

Should you have any questions please feel free to contact me at (321) 433-8525.

Kind Regards



Larry J. Lallo
Economic Development Manager

c.c.
Dennis Bunt
Code Enforcement Manager

THE CITY OF COCOA
OPEN FOR BUSINESS

OFFICE OF ECONOMIC DEVELOPMENT
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8525 | Fax: (321) 433-8526

1003 N. Cocoa Blvd LLC
Mr. Leon Cohen, Managing Director
375 S. Courtenay Pkwy Suite 1
Merritt Island, FL 32952

January 30, 2018

RE: Commercial Property Enhancement Grant (CPEP) – 1003 N. Cocoa Blvd Cocoa FL

Mr. Cohen:

Congratulations on your award of Cocoa's first CPEP Grant. As you know, the City of Cocoa is very much in support of the scheduled improvements of the property located at 1003 N. Cocoa Blvd, and we are looking forward to seeing the significant improvements to your property.

Please find enclosed for your records a copy of the Grant, executed by our City Manager, John Titkanich Jr.

As a friendly reminder, there are significant items in the Restrictive Covenants you need to be aware of:

- You are required to file the Restrictive Covenants (included in the agreement), with the Brevard Clerk of Courts immediately.
- The Owner and the Lessee's business are required to be in good standing with all applicable licenses, including a City of Cocoa Business Tax Receipt.
- You are required to maintain the property free of code violations.
- All of the work items described in Exhibit "B" must be completed.
- All applicable permits, for work performed under this agreement, will need to be obtained.

At the time of completion of *all* of the improvements, please submit an invoice for work rendered as evidence that all debts have been paid. This information will permit the Office to have the work inspected and issue reimbursement funds contingent upon the approved inspection.

Should you have any questions please feel free to contact me at (321) 639-7591.

Kind Regards

Larry J. Lallo
Economic Development Manager

GRANT AGREEMENT
COMMERCIAL PROPERTY ENHANCEMENT PROGRAM
CITY OF COCOA

THIS GRANT AGREEMENT is made this 12 day of January, 2018, by and between the **City of Cocoa**, a Florida municipal corporation, whose principal address is 65 Stone Street, Cocoa, Florida 32922 ("the City") and **1003 N Cocoa LLC,** a Florida limited liability company, whose principal address is 375 S. Courtenay Pkwy Suite 1, Merritt Island, Florida 32952 ("Grantee").

RECITALS:

WHEREAS, the City has implemented the Commercial Property Enhancement Program (CPEP), the primary objective of which is to enhance and improve the street view of the built environment from the public perspective, making the City more competitive in attracting new businesses and retaining existing businesses; and

WHEREAS, the CPEP authorizes the City to provide matching grants to commercial property owners within the Major Transportation Corridors of the City, as defined in Resolution No. 2016-66, to encourage private investment and improvements to the exterior frontage of such commercial properties located thereon; and

WHEREAS, a CPEP grant application was received by the City, submitted by Grantee, regarding the property owned by Grantee and located at street address 1003 N Cocoa Blvd Cocoa FL 32922 ("Property"); and

WHEREAS, the City believes the CPEP will thereby stimulate increased business opportunities within the eligible Major Transportation Corridors, improve property values, increase tax revenues, and improve employment opportunities;

WHEREAS, grants provided by the City shall be on a dollar for dollar matching basis, matching the investment made by the owner or owners of a particular parcel of commercial property; and

WHEREAS, Grantee has submitted an application under the CPEP which the City believes meets the criteria and purposes as outlined by the program.

NOW THEREFORE, in consideration, the mutual covenants and provisions hereof, and other good, diverse, and valuable considerations, the receipt and sufficiency

all of which is hereby acknowledged, the parties desiring to be legally bound do hereby agree as follows:

1. **Recitals.** Each and all of the foregoing recitals are hereby incorporated herein and declared to be true and correct.

2. **Property Subject to Grant Agreement.** The real property to be benefited by this grant and that is subject to this Grant Agreement is described on **Exhibit A**, a copy of which is attached hereto and incorporated herein by this reference.

3. **Grant Awarded/Reimbursement.**

(a) All regulations of the CPEP shall be adhered to by the City and the Grantee. The Grantee is required to make a $10,000 dollar minimum investment in the project ("Minimum Investment Requirement"), of which $5,000 may be made in the form of in-kind contributions by the Grantee and/or internal work performed by the Grantee and Grantee's employees, and other similar contributions in the sole discretion of the City ("Sweat Equity Contributions"). The remainder amount of the investment is required to be paid by the Grantee, solely as out of pocket costs. Further, in the event the Grantee exceeds the Minimum Investment Requirement of $10,000 by 100 percent, thereby expending $20,000 on improvements to the eligible property ("Greater Investment Option"), the City will provide the Grantee with a fifty percent (50%) waiver of building permit fees. Should the applicant choose the Greater Investment Option, $5,000 of the Greater Investment Option may be made in the form of Sweat Equity Contributions.

(b) The Grantee is hereby awarded a grant pursuant to the City of Cocoa CPEP. The maximum amount of the grant is described in the attached **Exhibit B**. Under no circumstances shall the amount of money granted for qualifying improvements under the CPEP to the Grantee exceed the amount set forth in **Exhibit B** as the Maximum of Amount of Grant as approved or otherwise aggregately exceed the sum of **Five Thousand Dollars and 00/100 ($ 5,000.00)**. Grant funds shall only be paid by the City for qualified approved improvements described on **Exhibit B**.

(c) The Grant is awarded on a reimbursement basis. Funds subject to this Grant shall be paid to the Grantee by the City only upon completion of all work. Completion of all work, as that term is utilized in this Grant Agreement, shall constitute issuance of a final inspection, certificate of completion, or similar instrument, issued by the City of Cocoa's Building Department for the improvement work subject to this grant. All work shall be in compliance with zoning and design restrictions applicable to the Property. Grantee shall comply with all requirements

of the City for obtaining permits and approvals of the work, including building permits, sign permits, certificates of occupancy, certificates of completion, and any other related approvals and permits. By execution of this Grant Agreement, the Grantee acknowledges that only State of Florida/Brevard County contractors licensed pursuant to Chapter 489, Florida Statutes, or as otherwise exempted under Section 489.103, Florida Statutes, shall be used to perform the work, and that all legally required permits, certifications, licenses, and insurance shall be obtained for the work to be performed. Work of any kind started or performed without proper permits, sealed plans (any structural improvements requiring sealed plans) and specifications, if applicable, shall not be eligible for reimbursement.

(d) To be reimbursed, the Grantee shall provide to the City of Cocoa Office of Economic Development, paid receipts from laborers, suppliers, materialmen, contractors, and sub-contractors. The receipts must include the following information: 1) Name, address, and telephone number of laborer, supplier, materialmen, contractor, or sub-contractor performing work or supplying material; 2) Date of work or material provided; 3) Description of property upon which the work was provided or to which the material was delivered; 4) Itemized description of work provided (e.g. - who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g. – number of gallons of paint, quantity and measurements for each new dome style awning, 26 feet of 6' fence, one (1) 6'H x 10' W double gate; description of LED wall pack, etc.); 5) Itemized cost of work performed or material supplied; 6) Statement of what work or material was for (e.g. – supplied 2 coats of coal tar emulsion sealer with sand and latex additive to cover approximately 10,647 square feet of asphalt surface; supplied 26 feet fence for privacy fence to hide parking lot dumpster; number and measurements for privacy fence gate; labor time spent and LED wall pack etc. for parking lot lighting); and 7) Statement signed by laborer, supplier, materialmen, contractor, or sub-contractor that the amount billed has been paid by the Grantee. The paid receipts are subject to City review and approval for application to this grant. In no event shall more than 50% of the amount noted on a City approved paid receipt be reimbursed to the Grantee.

(e) Grantee shall apply for all required permits within sixty (60) days of grant award, which shall be the date upon which both the City and the Grantee shall have executed this Grant Agreement. All work subject to this Grant Agreement must be completed within six (6) months from permit issuance or notice to proceed. One (1) extension of up to three (3) months may be granted by the Community Services Director, in her or her discretion, upon written request by the Grantee.

(f) Reimbursement shall be denied for any instance in which the terms of this Grant Agreement have been violated, including failure to maintain the program eligibility requirements as set forth in Section 4 below.

4. **Warranty of Grantee; Maintenance; Covenant Running with the Land.**

(a) Grantee agrees and warrants to the City that the funds reimbursed pursuant to this Grant Agreement shall only be spent for purposes as approved in **Exhibit B**.

(b) The following obligations shall be binding upon successors and assigns and are intended to be a covenant running with the land. Grantee shall be required to sign the Covenant attached hereto as **Exhibit C**, which shall be recorded in the Public Records of Brevard County, Florida. If the City determines that said improvements are not being properly maintained or that any other obligation described in this subsection has not been maintained or satisfied for the requisite period, the Grantee agrees that it is liable to and shall immediately reimburse the City for the entire amount of this CPEP Grant and the amount waived for building permit fees if the Greater Investment Option was chosen by Grantee, plus interest. Grantee shall be required to refund the amount to the City within thirty (30) days of receiving the demand. Grantee covenants and warrants that the following obligations shall be required for **a minimum of two (2) years**:

(i) All improvements approved for matching funds under this Grant Agreement shall be maintained and preserved;

(ii) No modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the City;

(iii) Any modifications to the Property shall be made in a manner consistent with the applicable zoning and design regulations of the City of Cocoa;

(iv) The City of Cocoa, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of this Grant Agreement and these covenants are being observed.

(v) The Property shall continue to be used for commercial purposes and shall not be used for a home-based business;

(vi) The Grantee and business shall remain in good standing and have all required licenses, including a City of Cocoa Business Tax Receipt;

(vii) The Property must maintain its primary frontage along at least one of the following Major Transportation Corridors: U.S. 1, S.R. 520, S.R. 524, Fiske Boulevard; Dixon Boulevard; Clearlake Road;

(viii) Remain and maintain a for-profit business, unless a not-for-profit entity is engaged in a commercial lease with a for-profit business;

(ix) Maintain all contracts for improvements approved for matching funds under this Grant Agreement in compliance with all applicable federal, state, and City laws, rules, and regulations;

(x) Maintain the Property free of code enforcement violations; and

(xi) Maintain the Property free of any City liens.

(c) The Grantee hereby agrees to pay for any costs of recordation of the Covenant in the Public Records of Brevard County, Florida, and the recorded original hereof shall be returned to the City for filing in its records.

(d) The Grantee covenants and warrants that it shall continuously keep the buildings and other improvements now or hereafter existing, erected and located on said premises insured against loss or damage resulting from fire, windstorm, extended coverage and such other hazards, casualties and contingencies and perils for the two-year maintenance period in such a form and amount as may from time to time be required by the City, but not less than full insurable value. All such insurance shall be carried with such company or companies as may be reasonably acceptable to the City and the original policy or policies and renewals thereof (or, at the option of the City, duplicate originals or certified copies thereof) together with receipts evidencing payment of the premium therefore shall be deposited with, held by and are hereby assigned to the City as additional security for the indebtedness secured hereby. Each such policy of insurance shall contain a loss payable clause in favor of and in form reasonably acceptable to the City and shall provide for not less than thirty (30) days prior written notice of modification, cancellation, termination or expiration to the City. In the event of loss by reason of the hazards, casualties, contingencies and perils for which insurance has been required by the City, and the City, at its option, may make proof of loss if not made promptly by the Grantee.

5. **Grantee is an Independent Contractor.** It is specifically understood and agreed to by and between the parties hereto that in utilizing the funds hereunder, that this grant award, and relationship between the City and the Grantee is one in which the Grantee is an independent contractor of the City and not an agent, employee, joint venturer, or other partner of the City or the City of Cocoa. Nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Grant Agreement shall be interpreted or construed to constitute the

Grantee, or any of its agents, volunteers, or employees to be the agent, employee, partner, or representative of the City or the City of Cocoa.

6. **Grantee's Signatory.** The undersigned person executing this Grant Agreement on behalf of the Grantee hereby represents and warrants that he/she has the full authority to sign said Grant Agreement for the Grantee and to fully bind the Grantee to the terms and conditions set forth in this Grant Agreement.

7. **Record retention; Public records; Accounting; Inspection.**

(a) Financial records, supporting documentation, statistical and all other records pertinent to this Grant Agreement shall be retained for a period of at least five (5) years (365 days = 1 year) after final payment by the City of any grant funds, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the five year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the City.

(b) Pursuant to Chapter 119, Florida Statutes, the Grantee agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of the Grantee related, directly or indirectly, to this Grant Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record and subject to the provisions of Chapter 119, Florida Statutes, whether in the possession or control of City or the Grantee, and may not be destroyed without the specific written approval of the City's designated custodian of public records. The Grantee shall provide the City, upon request from the City, copies of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. The Grantee agrees to comply with public records laws. Should the City not possess public records relating to this Grant Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify the Grantee of the request and the Grantee shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. All public records in connection with this Grant Agreement shall, at any and all reasonable times during the normal business hours of the Grantee, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. If the Grantee fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Grantee's failure to comply with this Section, the City shall collect from Grantee prevailing party attorney's fees and

costs, and any damages incurred by the City, for enforcing this Section against Grantee. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Grantee's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Grant Agreement.

(c) Grantee financial records shall be prepared and maintained in accordance with generally accepted accounting practices and available for inspection by the City or its authorized representatives at all reasonable times. Grantee agrees that it may be audited for internal performance or accounting matters at any time by the City to assure compliance with this Grant Agreement. Any monies finally determined as a result of any financial review or audit which are misspent or otherwise not spent as provided for in this Grant Agreement shall be immediately returned to the City. Prior to making any final determination of misspending or failure to comply with this Grant Agreement by the Grantee, the City shall coordinate with the Grantee to allow the Grantee an opportunity to explain its actions or otherwise provide compliance with this Grant Agreement.

(d) City staff is authorized to conduct an inspection of the property at any time during regular business hours of the property to ensure improvements are maintained in accordance with this Grant Agreement. The City agrees that any inspection shall be coordinated with the property owner or tenant and conducted in a manner so as to minimize interference with the business of the property owner or tenant.

8. **Indemnification and Hold Harmless.** The Grantee agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors, omissions, intentional or otherwise, arising out of or resulting from: (i) any act or omission on the part of the Grantee, its officers, agents, employees, volunteers, or invitees in the construction, reconstruction, or building of any improvement for which City funds might be reimbursed pursuant to this Grant Agreement; (ii) by reason of any breach, violation or nonperformance of any condition or covenant in this Grant Agreement on the part of the Grantee; (iii) injury and negligence based on a failure to train or supervise workers, employees, contractors, volunteers, or agents of the Grantee in performing services or supplying material for work that is to be reimbursed pursuant to this Grant Agreement; (iv) failure of the Grantee, or its employees, agents, or volunteers, to employ safety measures in the performance of work that is to be reimbursed pursuant to this Grant Agreement; (v) injury or negligence of any person arising from the work or material supplied that is subject to reimbursement pursuant to this Grant Agreement; or (vi) failure to follow or correctly follow directions of the State or any other governmental entity.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the acts or omissions stated above under this Grant Agreement whether performed by the Grantee, anyone directly or indirectly employed by the Grantee, or anyone otherwise authorized to act, in any manner, on their behalf. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Grant Agreement.

9. Applicable Law/Notice.

(a) This grant award and the attachments hereto shall be governed by the law of the State of Florida. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions.

(b) All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE CITY:

The City of Cocoa
City Manager
65 Stone Street
Cocoa, Florida 32922

TO THE GRANTEE:

1003 N. Cocoa Blvd LLC
375 S. Courtenay Pkwy Suite 1
Merritt Island, FL 32952

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery or first class U.S. mail, postage prepaid, as addressed above. Notice shall be deemed to have been given and received on the date the notice is mailed, if given by certified mail, return receipt requested, postage prepaid, as addressed above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

10. **Interpretation.** Both the City and the Grantee have participated in the drafting of all parts of this Grant Agreement. As a result, it is the intent of the parties that no portion of this Grant Agreement shall be interpreted more harshly against either of the parties as the drafter.

11. **Amendment of Grant Agreement.** Modifications or changes in this Grant Agreement must be in writing and executed by the parties bound to this Grant Agreement.

12. **Severability.** Invalidation of any one word, clause, sentence, or paragraph, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other words, clauses, sentences, or paragraphs, all of which shall remain in full force and effect, and this Grant Agreement shall be read as if said invalidated word, clause, sentence, or paragraph did not exist.

13. **Attorney's Fees.** In the event any litigation or controversy arises out of or in connection with the parties hereto, each party shall bear their own costs and attorney's fees. Notwithstanding the foregoing, should the City determine that the Grantee must reimburse the City in the amount of the Grant for failure to maintain the improvements in accordance with this Grant Agreement, the Grantee shall be responsible for all related costs and attorney's fees incurred by the City as to any related litigation or controversy.

14. **Entire Grant Agreement.** This Grant Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Grant Agreement.

15. **Sovereign Immunity.** The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Grant Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Grant Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). Nothing in this Grant Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine

of sovereign immunity or by operation of law. This paragraph shall survive termination of this Grant Agreement.

16. **Headings.** The headings used in this Grant Agreement are for reference only and shall not be relied upon nor used in the interpretations of this Grant Agreement.

IN WITNESS WHEREOF, the City and Grantee have set forth their signatures on the day and year written below.

Witnesses: Print Name: Kathleen Frederick Print Name: Larry Lello	**GRANTOR:** City of Cocoa. By: John A. Titkanich, Jr., City Manager

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 30th day of Jan, 2018 by **John A. Titkanich, Jr.**, City Manager of the City of Cocoa, a Florida municipal corporation, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and who is personally known to me and who did not take an oath.

(NOTARY SEAL)

Notary Public Signature

HEIDI BYRON
Typed or Printed Notary Name

HEIDI F. BYRON
MY COMMISSION # FF 090803
EXPIRES: April 12, 2018
Bonded Thru Budget Notary Services

[This area left intentionally blank, signatures on next page]

Witnesses:	**GRANTEE:**
Print Name: Jamia Singleton	Print Name: Leon A. Cohen
Print Name: Larry Lilli	Title: Managing Director

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 12th day of January, 2018 by Leon Cohen, Managing Director of 1003 W. Cocoa Blvd LLC, who executed the foregoing instrument and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and who is personally known to me or who has produced Florida ID as identification and who did not take an oath.

(NOTARY SEAL)

Notary Public Signature
Torri Edwards
Typed or Printed Notary Name

Notary Public State of Florida
Torri Edwards
My Commission GG 139371
Expires 08/29/2021

[This area left intentionally blank]

EXHIBIT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO GRANT AGREEMENT

Street Address(es): **1003 N. Cocoa Blvd, Cocoa, Florida 32922**

Owner: 1003 N Cocoa Blvd LLC, is a principal owner of the real property subject to this Commercial Property Enhancement Program Grant Agreement by virtue of one (1) Warranty Deed. The Deed was recorded on March 28, 2016, Official Records Book **7577** Page **2721,** Public Records of Brevard County, Florida.

Legal Description of Real Property:

PARCEL 1:

A tract of land situation in Section 28, Township 24 South, Range 36 East, and in the City of Cocoa, Brevard County, Florida, described as follows:

From a point on the West line of the right of way of the Dixie Highway (U.S. Highway #1, State Road #5) of the South line of lot 9, of the Crestview Subdivision (as shown by the plat of said subdivision recorded in Plat Book 8, Page 47, Public Records of Brevard County, Florida) projected, run the West line of the Dixie Highway Northerly 711.27 feet to the South line off an unnamed street, thence run Northerly on the West line of the right of way of the Dixie Highway aforesaid to a point which is 50 feet North of the South line of said unnamed street, and is on the North line of said street and which is the point of beginning of the land herein described. From the said point of beginning for a first course run Northerly and on the West line of the right of way of the Dixie Highway, a distance of 754.60 feet to the point of intersection of the said Dixie Highway (U.S. Highway #1, State Road #5) on the Westerly side by the right of way of the Florida East Coast Railway, and on the South side by an unnamed street. Together with all the right, title and interest of the parties of the first part in and to the unnamed street situated on the South of the land herein described. Except land as described in O.R. Book 29, Page 48.

PARCEL 2:

**A parcel of land lying in the Northwest 1/4 of Section 28, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida being more particularly described as follows:
**
Commence at the intersection of the North line of a certain street known as Crestview Road, 50.0 feet wide, extended, and line 53.0 feet Westerly (as measured at right angles) from the centerline of the State Road No. 5 (U.S. No. 1) as presently located, said point being 759.46 feet Northerly (as measured parallel with said centerline) of the intersection of Westerly projection of South line of Lot 9, Crestview Subdivision, as per Plat Book 8, Page 47 and said line 53.0 feet westerly from the centerline of State Road No. 5 (U.S. No. 1); thence Westerly along said line 53.0 feet Westerly of and parallel to said centerline of State Road No. 5 (U.S. No. 1) a distance of 300.0 feet for the point of beginning; thence for a first course, run Northerly along the West Right of Way line of State Road No. 5 (U.S. No. 1), a distance of 200.0 feet to a point; then for a first course, run northerly along the West Right of Way line of State Road No. 5 (U.S. No. 1), a distance of 200.0 feet to a point; thence for a second course, run Westerly, parallel with the North Right of Way of said Crestview Road, a distance of 55.60 feet to a point on the East Right of Way of Florida East Coast Railroad; thence for a third course, run southerly along the East Right of Way of said railroad, a distance of 189.35 feet to a point on said East railroad Right of Way; thence for a fourth course, run easterly, parallel to the second course, 94.32 feet to the point of beginning.

Property Identification No. 24-36-28-001 & 24-36-28-00-17

EXHIBIT B

GRANT DESCRIPTION

Maximum Amount of Grant as Approved: $ Five-thousand dollars ($5,000.00)

Items to be Improved pursuant to Grant Agreement:

Improvements to the property shall include: Remove and replace roof, damaged fascia, ceiling joists, and rotted decking; Removal of weeds and debris; Repair/replace fence line damaged by Hurricane IRMA; Repair/replace exterior equipment/inventory stands; Remove abandoned oil barrels; Repair/replace HVAC system components; Patch and paint interior walls, doors, and floor, damaged by severely deteriorating roof structure; Bring electrical light fixtures and circuits up to safe operating condition, Replace water damaged ceiling panels; Scrape and paint building exterior; Remove/Cover painted signage on exterior walls, and or replace; Repair doors, and all trim; Remove and replace dangling electrical wire, phone and internet cables; Repair two garage doors and closers, repair/replace Vehicle Lift system, to safe working condition; Repair/replace or remove electrical signage and mounting stanchion; and clean and repair parking area as needed. Repair the fence on the western boundary or remove it and provide a full view landscape buffer between the property and the railroad right of way. Additionally, the applicant should address the repair/replacement of the existing pole mounted sign, or remove same, as these additional improvements will prevent and address future code enforcement concerns and increase the aesthetic appeal of the US1 Corridor.

EXHIBIT C
Restrictive Covenants

RESTRICTIVE COVENANTS
Commercial Property Enhancement Program
City of Cocoa

THESE COVENANTS are entered into this day of January 18, 2018, by 1003 N Cocoa, LLC, hereinafter referred to as the Owner, and shall be effective for a period of two years from the date of recordation by the Clerk of the Circuit Court of Brevard County, Florida.

RECITALS

WHEREAS, the Owner is the fee simple titleholder of the Property located at 1003 N Cocoa Blvd, Cocoa, FL 32922, Cocoa, Brevard County, Florida, as legally described in Exhibit A, attached to and made a part hereof; and

WHEREAS, the Owner is a grant recipient or the Owner's lessee is a grant recipient and is to receive Commercial Property Enhancement Program assistance funds administered by the City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, hereinafter referred to as the "City," pursuant to a Commercial Property Enhancement Program Grant Agreement with the City ("Grant Agreement"), in the amount not to exceed **$(5,000.00)**, to be used for the improvement of the Property of the Owner as described in Exhibit A; and

WHEREAS, said City funds have been or will be expended for the purpose of enhancing and improving the street view of the Property, making the City more competitive in attracting new businesses and retaining existing businesses; and

NOW THEREFORE, as part of the consideration for the City grant, the Owner hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above:

1. The Owner agrees to maintain and preserve all improvements located on the Property approved for grant funding by the City.
2. The Owner agrees that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the City.
3. The Owner agrees that any modifications to the Property shall be made in a manner consistent with the applicable zoning and design regulations of the City of Cocoa.
4. The Owner agrees that the City of Cocoa, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Agreement and these covenants are being observed.
5. The Property shall continue to be used for commercial purposes and shall not be used for a home-based business.
6. The Owner and Owner's business (or a lessee's business) shall remain in good standing and have all required licenses, including a City of Cocoa Business Tax Receipt.

7. The Property must maintain its primary frontage along at least one of the following Major Transportation Corridors: U.S. 1, S.R. 520, S.R. 524, Fiske Boulevard; Dixon Boulevard; Clearlake Road.
8. The Owner shall continue to maintain its for-profit business on the Property or ensure that another for-profit business is maintained on the Property, unless a not-for-profit entity is engaged in a commercial lease with a for-profit business.
9. The Owner shall maintain all contracts for improvements approved for matching funds under the Grant Agreement in compliance with all applicable federal, state, and City laws, rules, and regulations.
10. The Owner shall maintain the Property free of code enforcement violations.
11. The Owner shall maintain the Property free of any City liens.
12. The Owner agrees that these restrictions shall encumber the property for a period of two years from the date of recordation, and that if the restrictions are violated within the two year period, the City shall be entitled to demand return of the entire grant amount as described in the Grant Agreement, plus interest at the promulgated Prime rate at the time of default, which shall be refunded within thirty (30) days of receiving the demand.
13. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Brevard County, Florida, and shall pay any and all expenses associated with their filing and recording.
14. The Owner agrees that the City shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner has read these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:

Witness Signature

Witness Name Typed/Printed

Witness Signature

Witness Name Typed/Printed

OWNER

375 South Courtenay Pkwy, Ste #1.
Owner's Address

Merritt Island, FL 32952
City State Zip

The State of Florida
County of Brevard

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that Leon Cohen personally
(Name)

appeared as Managing Member for 1003 U. Cocoa Blvd LLC
(Officer) (Name of Corporation/Partnership)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced FL ID

Executed and sealed by me at January, Florida on 12th, 2018.

Torri Edwards
Notary Public in and for

The State of Florida

My commission expires: 2021

Notary Public State of Florida
Torri Edwards
My Commission GG 139371
Expires 08/29/2021

[SEAL]

EXHIBIT A – RESTRICTIVE COVENANTS
Legal Description of Property

PARCEL 1:

A tract of land situation in Section 28, Township 24 South, Range 36 East, and in the City of Cocoa, Brevard County, Florida, described as follows:

From a point on the West line of the right of way of the Dixie Highway (U.S. Highway #1, State Road #5) of the South line of lot 9, of the Crestview Subdivision (as shown by the plat of said subdivision recorded in Plat Book 8, Page 47, Public Records of Brevard County, Florida) projected, run the West line of the Dixie Highway Northerly 711.27 feet to the South line off an unnamed street, thence run Northerly on the West line of the right of way of the Dixie Highway aforesaid to a point which is 50 feet North of the South line of said unnamed street, and is on the North line of said street and which is the point of beginning of the land herein described. From the said point of beginning for a first course run Northerly and on the West line of the right of way of the Dixie Highway, a distance of 754.60 feet to the point of intersection of the said Dixie Highway (U.S. Highway #1, State Road #5) on the Westerly side by the right of way of the Florida East Coast Railway, and on the South side by an unnamed street. Together with all the right, title and interest of the parties of the first part in and to the unnamed street situated on the South of the land herein described. Except land as described in O.R. Book 29, Page 48.

PARCEL 2:

**A parcel of land lying in the Northwest 1/4 of Section 28, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida being more particularly described as follows:
**
Commence at the intersection of the North line of a certain street known as Crestview Road, 50.0 feet wide, extended, and line 53.0 feet Westerly (as measured at right angles) from the centerline of the State Road No. 5 (U.S. No. 1) as presently located, said point being 759.46 feet Northerly (as measured parallel with said centerline) of the intersection of Westerly projection of South line of Lot 9, Crestview Subdivision, as per Plat Book 8, Page 47 and said line 53.0 feet westerly from the centerline of State Road No. 5 (U.S. No. 1); thence Westerly along said line 53.0 feet Westerly of and parallel to said centerline of State Road No. 5 (U.S. No. 1) a distance of 300.0 feet for the point of beginning; thence for a first course, run Northerly along the West Right of Way line of State Road No. 5 (U.S. No. 1), a distance of 200.0 feet to a point; then for a first course, run northerly along the West Right of Way line of State Road No. 5 (U.S. No. 1), a distance of 200.0 feet to a point; thence for a second course, run Westerly, parallel with the North Right of Way of said Crestview Road, a distance of 55.60 feet to a point on the East Right of Way of Florida East Coast Railroad; thence for a third course, run southerly along the East Right of Way of said railroad, a distance of 189.35 feet to a point on said East railroad Right of Way; thence for a fourth course, run easterly, parallel to the second course, 94.32 feet to the point of beginning.

Property Identification No. 24-36-28-001 & 24-36-28-00-17

Legislation Details (With Text)

File #:	19-156	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	4/10/2019			**In control:**	City Council
On agenda:	4/24/2019			**Final action:**	
Title:	Approve a Resolution amending the FY2019 Budget to Transfer Funds for Purchase Order #73716 and #73649 to Garganese, Weiss, D'Agresta, & Salzman to Cover Estimated Non-Retainer Costs for the Remainder of FY 2019, through the use of General Fund Contingency. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution No. 2019-033 FY 2019.pdf BAF 19-079 -AS-Legal Fees (04-24-19) Agenda 19-156.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 12, 2019
Agenda Date: April 24, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve a Resolution amending the FY2019 Budget to Transfer Funds for Purchase Order #73716 and #73649 to Garganese, Weiss, D'Agresta, & Salzman to Cover Estimated Non-Retainer Costs for the Remainder of FY 2019, through the use of General Fund Contingency.

BACKGROUND:

The City Attorney's office, Garganese, Weiss, D'Agresta, & Salzman ("City Attorney") is paid monthly from FY2019 Purchase Order (PO) #73716. Fees paid to the City Attorney include a Monthly Flat Fee Retainer, General Retainer Costs, and Non-Retainer Costs. Most of the legal services provided by the City Attorney are covered under the monthly flat fee retainer. However, litigation, adversarial proceedings, and other special matters ("Non-Retainer Matters") are charged at an hourly rate. In addition, the City Attorney's office advances on a monthly a significant amount of out-of-pocket retainer and non-retainer costs, which the City reimburses the following month. Prior to Fiscal Year 2017, the City typically expended approximately $53,000 annually for non-retainer costs. Last year, around this time, an agenda item was done for an increase in the Non-Retainer costs in the amount of around $76,000.

As noted above, the City Attorney's office has advanced out-of-pocket expenses required by law to proceed with actions on City's cases on the City's behalf, and these advances make it less

burdensome on the City. These expenses include thousands of dollars in court filing fees, litigation expenses such as subpoena fees, expert witness fees, court reporter fees, court transcript fees, extensive chain of title searches and reports prepared by title companies, advertising and other newspaper notice expenses, Guardian Ad Litem attorney's fees and costs, skip trace reports to locate persons of interest in the case, recording fees for favorable judgments granted to the City against property owners, and other fees as necessary.

Additionally, the City Attorney's office and City staff successfully negotiated and presented to Council for approval, a Code case with a Lien Reduction Agreement recently in order to reduce or forgive several large code liens. The owners are required to comply with all terms and conditions outlined in the Agreement in order to have the code lien reduced or forgiven including reimbursing the City for costs including some attorney's fees. Moreover, during this fiscal year, the City Attorney's office has already successfully recovered money and real property for the City in several foreclosure judgment and lien cases (including reimbursement of attorney's fees, the positive value of which is budgeted elsewhere and does not replenish the non-retainer cost line item in the budget.

The total amount previously expended in FY 2018 for non-retainer costs was approximately $129,316; through February FY2019, the total expended is nearly $55,253.74. Staff has estimated that PO#73716 Line Item #3, Non-Retainer Costs, will have insufficient funds to cover these costs for the remainder of the fiscal year. This agenda item is requesting an additional $79,000 to be added to the Non-Retainer Costs budget.

Additionally, in the Human Resources division, the City Attorney's office is currently handling a very significant and complex employment termination case being contested through arbitration. This matter has increased our legal costs significantly this fiscal year. An additional $30,000 is needed for the non-retainer fees for the Human Resources PO #73649 to cover the remaining legal expenses for the remainder of the fiscal year, which will bring the total needed for the budget transfer to item to $109,000.

Also, the City Attorney's office has recently successfully handled a highly contested code enforcement board appeal regarding the "tiny home" and B&B case along Indian River Drive. Last week, after oral argument, a three-judge panel of the circuit court unanimously per curium affirmed the code board's decision. Significant legal expenses were incurred in the appeal and are non-retainer budgeted legal fees.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	Yes/Partially
If not budgeted, is amendment/transfer attached?	Yes

Budget Adjustment Form # 17-079

From:

Amount Requested	($109,000)
Account Number	001-1600-513.39-00
Account Name	General Fund Contingency

To:

Amount Requested	$109,000
Account Number	001-1600-513.31-01
Account Name	Legal Expenses

PREVIOUS ACTION:

At a regular City Council Meeting on March 27, 2018, City Council authorized a Budget Resolution to Transfer funds through use of General Fund Contingency, for Purchase Order #71499 to Garganese, Weiss, & D'Agresta in order to cover a shortfall in Line Item #3, Non-Retainer Fees for the remainder of FY 2018.

RECOMMENDED MOTION:

Approve a Resolution amending the FY2019 Budget to Transfer Funds for Purchase Order #73716 and #73649 to Garganese, Weiss, D'Agresta, & Salzman to Cover Estimated Non-Retainer Costs for the Remainder of FY 2019, through the use of General Fund Contingency.

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RESOLUTION NO. 2019-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; and

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

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

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

SECTION 1. The 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of April, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 17-079

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: 1805 DATE PREPARED: 04/12/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 109,000)	001-1600-513.39-00		General Fund Contingency	$ 498,192	$ 371,723	$ 262,723	$ 262,723
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 109,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 109,000	001-1600-513.31-01		Legal Expenses	$ 415,921	$ 415,921	$ 524,921	$ 121,643
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 109,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Additional budget is needed to cover the cost of the Non-Retainer fees that are paid to Garganese, Weiss, D'Agresta & Salzman for the remainder of FY2019. The Non-Retainer line item does not have enough budget to cover payments through the end of FY 2019 on PO #73716. (Agenda 19-156)

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/24/19 *RESOLUTION #:* 2019-033

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

4/12/19	Carie E. Shealy Digitally signed by Carie E. Shealy Date: 2019.04.12 09:04:50 -04'00'	4/16/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.04.16 14:44:53 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/12/19	Lorne Stinnett Digitally signed by Lorne Stinnett Date: 2019.04.12 10:30:34 -04'00'	4/16/19	Lora Howell Digitally signed by Lora Howell Date: 2019.04.16 15:26:19 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 11/19/18 - IT

Legislation Details (With Text)

File #:	19-157	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	4/10/2019			**In control:**	City Council
On agenda:	4/24/2019			**Final action:**	
Title:	Pass on First Reading Ordinance No. 04-2019: A Zoning Text Amendment to allow indoor shooting ranges as a permitted use subject to certain conditions, including ancillary retail sales and restaurant in the M-2 (Manufacturing and Industrial) Zoning District. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 04-2019 Text Amendment regarding Indoor Shooting Ranges OSHA article - Lead Hazards Application and Petition Legal Ad proof PZ 4-9-19 and CC 4-24-19				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 10, 2019
Agenda Date: April 24, 2019
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on First Reading Ordinance XX-2019: A Zoning Text Amendment to allow indoor shooting ranges as a permitted use subject to certain conditions, including ancillary retail sales and restaurant in the M-2 (Manufacturing and Industrial) Zoning District.

BACKGROUND:

I. Zoning Ordinance Amendment Analysis

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive

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plan.

Need and justification for change

The ordinance proposes a text amendment to the City's Zoning Code, specifically Article XI, Section 19, M2 Manufacturing and Industrial District, to allow for the use of indoor shooting ranges as a permitted use. The amendment was precipitated by a project proposed for an indoor shooting range, as yet untitled, that would include a retail shop component as well as a restaurant. This business model is similar to another operation in Melbourne and one in Volusia County. At the present time there is no provision for indoor shooting ranges as a use in the City's zoning code.

Article XI, Section 19 provides the following statement of intent:

> The provisions of this district are intended to preserve the function of various industrial activities, warehousing and distribution without creating hazards or negatively influencing surrounding land uses. This district shall be located in areas accessible to collector or higher classification roadways and be served by public services and facilities. These districts shall be discouraged from locating next to areas designated for residential or low-intensity commercial uses.

In addition, the Comprehensive Plan, Policy 1.1.2.10 indicates that Industrial zoning districts shall be regarded as appropriate locations for businesses that might have adverse secondary effects on residential areas, religious establishments, schools, parks, or day care centers located within the City.

The amendment would allow indoor shooting ranges as a permitted use, with ancillary retail sales and restaurants permitted in accordance with Section 19(A)(12)(d.). Currently, restaurants located within one (1) principal structure, including the sale of beer and wine for on-site consumption only, with a minimum three thousand (3,000) linear feet spacing requirement between restaurant uses as measured between the nearest property lines is permitted in the M-2. This distance requirement shall not apply if the proposed restaurant is part of a master planned industrial park and the restaurant is located within four hundred (400) feet of Grissom Parkway.

In addition, the proposed ordinance would require all firing to take place within a completely enclosed building. Further, site plan applications for the development of an indoor shooting range shall include a plan by a Florida registered engineer demonstrating the building is soundproof and appropriately designed for such use.

Currently, outdoor firearm testing facilities are permitted as a special exception in the M-1 and M-2 districts, when ancillary to a permitted firearm manufacturing use as provided below. The staff report for the ordinance allowing outdoor firearm testing facilities, dated February 13, 2013, recommended this use as a special exception to ensure outdoor firearms testing facilities would not be located within close proximity to residential areas.

> **Special Exceptions**
> (9) Outdoor firearm testing facility, when ancillary to a permitted firearm manufacturing use, subject to the following conditions:
> (a) No sales or consumption of alcoholic beverages shall be permitted on the property.
> (b) Hours of operation shall be established for each outdoor firearm testing facility. No

nighttime testing shall be permitted.
(c) Measures shall be implemented to mitigate the sound impacts of the facility to the surrounding community. Noise impacts caused by the facility shall not exceed 40 dBA. Outdoor sound testing shall be performed on a semi-annual basis or more frequently, as determined necessary by Cocoa, to ensure compliance with this subsection. Said sound testing shall be in accordance with American Society for Testing and Materials (ASTM) standards.
(d) The following shall be submitted with all applications for an outdoor firearm testing facility special exception permit for informational purposes only:
(i) A list of the types of firearms, ammunition, and shooting to be allowed at the facility.
(ii) All existing and proposed structures and appurtenances on the range including landscaping, screening, buildings, driveways, parking areas, walkways, utilities, etc.
(iii) Information pertaining to firing lines, firing positions, target lines, shotfall zones and related data.
(iv) The location, composition and dimensions of all baffles, safety berms, backstops and related safety features.
(v) Other information deemed necessary by the Community Development Director.

Safety, Noise, and Other Considerations

Staff's primary concern regarding the proposed zoning text amendment is protection of the surrounding community and the environment. Sport shooting and training ranges are regulated in part under Section 790.333, Florida Statutes. This statute provides that it is the public policy of the State of Florida to encourage the safe handling and operation of firearms and mandates appropriate training in the safe use and handling of firearms for persons licensed to carry concealed firearms and for persons licensed to hunt in the state. Sport shooting and training ranges throughout the state provide the location at which this important public purpose is served and at which the firearms training mandates are fulfilled.

Over years of operation, projectiles accumulate in the environment at many sport shooting and training ranges. The Department of Environmental Protection (DEP) has developed shooting range best management practices (BMPs) in order to minimize the potential for any adverse environmental impact resulting from the operation of such shooting ranges, though the BMPs published appear to discuss only *outdoor* shooting ranges. According to Section 790.333, Florida Statutes, no later than January 1, 2006, sport shooting or training range owners had to implement appropriate environmental management practices. In an effort to reduce litigation against shooting range operations, the Florida Legislature enacted protections for such operators, providing immunity from lawsuits or other legal action by local governments if the operator makes a good faith effort to implement appropriate environmental management practices and cooperates with DEP to implement corrective action plans should contamination be found.

Section 790.333, F.S., further provides that the Legislature has preempted the whole field of regulation of *firearms and ammunition use* at sport shooting and training ranges, including the environmental effects of projectile deposition at sport shooting and training ranges. However, zoning ordinances regarding the siting of shooting ranges continue to be permitted.

Some provisions of state and federal law provide further regulation of indoor shooting ranges. In

accordance with Section 823.16, F.S., a sport shooting range in compliance with any noise control laws or ordinances adopted by a local government at the time of construction or initial operation of the range shall not be subject to civil or criminal liability in any matter relating to noise or noise pollution. Once the sport shooting range is constructed, it is not required to comply with new noise ordinances or amendments to existing noise ordinances, provided it continues to conform to noise ordinances in existence at the time of its construction and conforms to current National Rifle Association gun safety and shooting range standards. Therefore, consistent with state law, the proposed ordinance includes a soundproofing requirement for the indoor gun range. This will eliminate any concern about an indoor gun range not having to comply with noise ordinance amendments enacted subsequent to the proposed ordinance and further should eliminate negative impacts to surrounding properties.

The Occupational Safety and Health Administration (OSHA) and the National Institute for Occupational Safety and Health (NIOSH) also have adopted lead standards to protect employee health and safety. See 29 CFR 1910.1025. OSHA published a Fact Sheet in June 2018, titled "Lead Hazards: Protecting Workers at Indoor Firing Ranges," which is attached hereto.

In addition, firing range waste must be managed in accordance with the Resource Conservation and Recovery Act (RCRA) and Title 40 Code of Federal Regulations (CFR) 260-265. The U.S. EPA has published a brochure, titled "Do you Use Best Management Practices for Lead at Your Outdoor Shooting Range?" and the National Park Service has published a brochure on "Firing Range Waste Management." These brochures include information that would be relevant to indoor shooting ranges for the handling of hazardous waste.

Given the extensive regulation of environmental impacts and employee safety associated with shooting ranges, coupled with a recommendation that noise soundproofing be incorporated into a site plan, staff recommends that indoor shooting ranges be allowed as a permitted use in the M-2 district.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies support the applicant's request:

- Future Land Use Element Goal 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

- Future Land Use Element Goal 1.2: Location Criteria for Land Uses. Future land use categories and land development regulations shall be consistent with the density and intensity standards in Policy 1.1.1.1 and be based upon the following locational and development standards and criteria:

    - Policy 1.1.2.10: **Industrial (IND).** Industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals. The following criteria shall be used for determining appropriate locations for industrial land use designations on the future land use map.

        A. Industrial areas shall also serve as an area to locate businesses with principal

uses and activities which could have adverse secondary effects (i.e., increase crime; neighborhood deterioration and blight; property devaluation; economic deterioration; and health risks) on residential areas, religious establishments, schools, parks, or day care centers located within the City; including, but not limited to adult entertainment establishments.

B. Commercial and office uses that are complementary to and support industrial development and operations may be permitted within industrial designated areas.
C. Future industrial areas should be planned with extensive landscaping, and coordinated parking. Industrial areas shall have immediate access to a two-lane collector and/or two-lane arterial.
D. Industrial development shall be designed to minimize the negative impacts on lower intensity land uses through such means as, for example, landscaping and appropriate transitional uses including low scale professional offices or medium density residential development.

- Future Land Use Element Goal 1.3: The City of Cocoa shall enhance the quality of life and prosperity of its citizens through the retention and creation of a wide range of profitable business opportunities and jobs.

STRATEGIC PLAN CONNECTION:

The proposed amendment is consistent with the Strategic Plan issues, goals, and objectives.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The proposed Zoning Text Amendment was heard at the April 9, 2019 Planning and Zoning meeting. The P&Z Board recommended approval of the Zoning Text Amendment.

RECOMMENDED MOTION:

Pass on First Reading Ordinance XX-2019: A Zoning Text Amendment to allow indoor shooting ranges as a permitted use subject to certain conditions, including ancillary retail sales and restaurant in the M-2 (Manufacturing and Industrial) Zoning District.

ORDINANCE NO. 04-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW INDOOR SHOOTING RANGES AS A PERMITTED USE SUBJECT TO CERTAIN CONDITIONS, INCLUDING ANCILLARY RETAIL SALES AND RESTAURANT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City desires to amend its zoning regulations to allow indoor shooting ranges as a permitted use, with limited conditions, and including ancillary retail sales and restaurant uses, in the M-2 Manufacturing and Industrial District; and

WHEREAS, this ordinance is not intended to, nor shall it have the effect of, regulating the field of firearms and ammunition, including the use, purchase, sale, transfer, taxation, manufacture, ownership, possession, storage and transportation thereof, and nor shall it have the effect of regulating firearms and ammunition use at sport shooting and training ranges; and

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

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

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

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Appendix A, Article XI, Section 19, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI, Section 19. It is intended that the text in Appendix A, Article XI, Section 19 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 19. – District and intent – M-2 Manufacturing and Industrial District.

The provisions of this district are intended to preserve the function of various industrial activities, warehousing and distribution without creating hazards or negatively influencing surrounding land uses. This district shall be located in areas accessible to collector or higher classification roadways and be served by public services and facilities. These districts shall be discouraged from locating next to areas designated for residential or low-intensity commercial uses.

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

* * *

(12) Limited commercial uses, as identified in this section, shall be permitted with the following conditions:

a. Commercial uses shall only be located on property having a minimum of one hundred fifty (150) feet of frontage along Grissom Parkway.

b. Commercial uses shall only be located within four hundred (400) feet of Grissom Parkway, as measured from the right-of-way line. All on-site commercial-related improvements, such as retention, parking, loading/unloading, etcetera, shall be contained within this four hundred (400) foot area. Retention areas may be provided outside of the four hundred (400) foot requirement if the proposed commercial use is part of a master planned industrial park with an associated retention system.

c. Commercial uses shall have no outdoor storage or display.

d. Commercial uses shall be limited to:

1. Retail sales of carpet, tile, pool, furniture, construction products or materials sold directly to the end user (builder, installer, or homeowner).

2. Restaurants located within one (1) principal structure, including the sale of beer and wine for on-site consumption only, with a minimum three thousand (3,000) linear feet spacing requirement between restaurant uses as measured between the nearest property lines. This distance requirement shall not apply if the

proposed restaurant is part of a master planned industrial park and the restaurant is located within four hundred (400) feet of Grissom Parkway.

3. Business service establishments.

4. Veterinary hospitals, clinics, and animal boarding facilities.

5. Indoor shooting ranges, with ancillary retail sales and restaurant subject to the requirements of subsection (A)(12)(d)(2.) of this Section, shall be permitted with the following conditions:

   a. All firing shall take place within a completely enclosed building.

   b. Site plan applications for the development of an indoor shooting range shall include a plan by a Florida registered engineer demonstrating that the building is soundproof and appropriately designed for such use.

* * *

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

_____

JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

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

OSHA® FactSheet

Protecting Workers from Lead Hazards at Indoor Firing Ranges

Using lead bullets or lead-containing primers at indoor firing (shooting) ranges can expose workers to lead and result in unsafe levels of lead in their blood. Lead enters the body through inhalation or ingestion. Once in the bloodstream, lead can damage various organs and cause health problems.

Firing range employers must protect their workers from the hazards of lead exposure. The Occupational Safety and Health Administration (OSHA) Lead Standard (29 CFR 1910.1025) requires that in a workplace with potential lead exposure, the employer conduct an initial determination of workers airborne exposure to lead. If a worker is exposed at or above the action level (AL) or above the permissible exposure limit (PEL) for lead, additional requirements apply. This fact sheet provides firing range employers with information on how their workers can be exposed to lead and summarizes the provisions and requirements of the Lead Standard that apply to firing ranges. For more complete information on lead and detailed requirements under the Lead Standard, visit OSHA's Safety and Health Topics Page on Lead.

How lead exposure can occur:

- Shooting firearms with lead bullets or lead-containing primer creates airborne lead in the gun smoke.
- Lead bullet deformation and fragmentation can cause lead exposure at hard surface bullet trap systems.
- A building's standard HVAC system may not adequately remove airborne lead particles from the range.
- Handling spent cartridges or cleaning firearms can contaminate the hands and skin with lead.
- Improper range cleaning methods (dry sweeping; compressed air; non-high-efficiency particulate air (HEPA) filtered vacuums) or inadequate cleaning of lead-contaminated surfaces.
- Recovering lead bullets from traps, emptying bullet trays, or casting lead bullets can create lead dust and fumes.
- Bringing and consuming food and drinks in the range area. Not washing hands and face before eating, drinking, or smoking.
- Lack of handwashing facilities for workers to remove lead.
- Wearing contaminated work clothes in eating and office areas or wearing these clothes home.

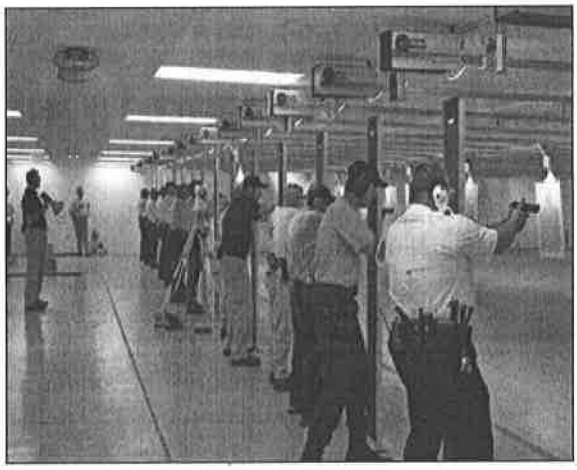


Photo: NIOSH

NIOSH estimates there are 16,000 to 18,000 indoor firing ranges in the U.S.

Firing Ranges and the OSHA Lead Standard

The following section highlights selected OSHA requirements, along with recommendations, that can help employers both comply with the Lead Standard and implement best practices. For all employer requirements under the standard, see OSHA's Lead Standard (29 CFR 1910.1025).

Exposure Monitoring

Required

- An initial determination – Collect full-shift personal air samples to determine if employee exposure is at or above the AL of 30 µg/m³ or exceeds the PEL of 50 µg/m³.
- If employee exposure is at or above the AL >30 days a year, employers must offer medical surveillance, including blood lead level monitoring to affected employees.
- Repeat monitoring is required at various intervals if exposures are at or above the AL or above the PEL. *See* 29 CFR 1910.1025(d)(6).
- If exposure is above the PEL >30 days a year, then employers must implement engineering and work practice controls to reduce exposure to or below the PEL (see box below for recommended exposure controls for firing ranges).
- When ventilation is used to control exposure, ensure effective operation of the ventilation system with scheduled (every 3 months) inspections and routine maintenance.

RECOMMENDED EXPOSURE CONTROLS FOR FIRING RANGES

Eliminate/Substitute: Use jacketed or lead-free bullets and non-lead primer.

Engineering Controls: Provide a separate "push/pull" ventilation system (not connected to the general HVAC system) with supplied and exhausted air flow designed to move lead emissions downrange from the source (firearm) toward the filtered exhaust area at/or behind the bullet trap:

- Electrically interlock supply and exhaust fans for simultaneous operation when the range is in use.
- Use HEPA filters in the ventilation exhaust system to prevent lead from entering the outside environment.

Work Practice Controls: Use a closed bag system to empty bullet trays and debris. Use a water mist spray or other type of wet method to keep lead dust from becoming airborne.

Housekeeping

Required

- Keep all surfaces as free of lead accumulations as practical.
- Ensure that workers do not use compressed air to clean floors or other surfaces where lead may accumulate.
- Ensure that workers do not shovel, dry-sweep, or brush lead-bullet debris unless vacuuming or other equally effective methods have been tried and found not to eliminate the hazard. *See* 29 CFR 1910.1025(h)(2)(ii).

Recommended

- Use a HEPA filtered vacuum and/or wet methods for cleaning.
- Perform housekeeping and cleaning procedures on a frequent basis.
- Wipe sample detection of lead is a useful tool to evaluate a housekeeping program (surfaces and floors including eating areas) and hygiene practices (employee hands) by identifying lead contamination. Colorimetric wipes for on-the-spot detection of lead are now readily available.

Respiratory Protection

Required

- Provide appropriate, NIOSH-approved respirators when engineering and work practice controls are not sufficient to reduce lead exposure to or below the PEL.
- For more information on respiratory protection program requirements, including fit testing, see OSHA's Respiratory Protection standard (29 CFR 1910.134) and visit OSHA's Safety and Health Topics webpage on Respiratory Protection.

Recommended

- Even when exposure is below the PEL, provide workers with appropriate respiratory protection for short-term, high lead exposure work tasks such as cleaning bullet traps, changing ventilation system filters, or disposing of vacuum-collected dust.

Protective Work Clothing and Equipment

Required

- Provide full-body work clothing (coveralls or disposable suits), gloves, head and foot covering, face shield, and vented goggles to workers exposed to lead above the PEL.

- Ensure that workers do not use compressed air or similar methods to remove lead dust from range floors, other surfaces, or clothing.

Recommended

- Provide protective work clothing and equipment for employees while performing range cleaning or maintenance.

Hygiene Facilities and Practices

Required

- Prohibit food, drink, eating, tobacco, and the use of cosmetics in areas with lead exposure above the PEL.
- Change rooms, separate storage lockers, and showers must be provided when worker exposures to lead are above the PEL.

Recommended

- Provide readily available handwashing stations.
- Do not allow any food, drinks, or tobacco products in the range area.
- Consider using lead decontamination wipes in addition to soap and water to remove lead from hands after cleaning firearms and picking up spent casings and before eating, drinking, or smoking.
- Provide a clean change area and separate storage lockers for employees with lead hazards in their work area, regardless of exposure levels.

Medical Surveillance and Medical Removal Protection

Required

- Implement a medical surveillance program for workers exposed to lead at or above the AL >30 days a year.
- Make available blood lead and zinc protoporphyrin testing to workers exposed to lead at or above the AL at frequencies specified in the Lead Standard. *See* 29 CFR 1910.1025(j)(2).
- Remove employees from work who have a lead exposure at or above the AL if their blood lead level meets or exceeds the criteria specified in the Lead Standard, or if a physician determines removal is needed. *See* 29 CFR 1910.1025(k)(1).

Recommended

- Offer blood lead testing for employees with lead hazards in their work area, regardless of exposure levels.
- Blood lead levels at or above 5 micrograms of lead per deciliter of blood (µg/dL) are considered elevated.

Employee Lead Hazard Training and Hazard Communication

Required

- Inform workers with potential lead exposure of the content of Appendices A and B of the Lead Standard.
- Provide initial and annual training to all employees exposed to lead at or above the AL on the content of the Lead Standard and work activities that could result in lead exposure.
- Post warning signs with the language specified in the Lead Standard in each work area where the PEL is exceeded.
- OSHA's Hazard Communication standard (29 CFR 1910.1200) requires employers to provide information and training for all employees with lead hazards in their work areas.

Additional Information

OSHA can provide compliance assistance through a variety of programs, including technical assistance about effective safety and health programs, workplace consultations, and training and education. OSHA's On-Site Consultation Program offers free, confidential occupational safety and health services to small and medium-sized businesses in all states and several territories across the country, with priority given to high-hazard worksites. On-Site consultation services are separate from enforcement and do not result in penalties or citations. To locate the OSHA On-Site Consultation Program nearest you, visit www.osha.gov/consultation.

Workers' Rights

Workers have the right to:

- Working conditions that do not pose a risk of serious harm.
- Receive information and training (in a language and vocabulary the worker understands) about workplace hazards, methods to prevent them, and the OSHA standards that apply to their workplace.
- Review records of work-related injuries and illnesses.

- File a complaint asking OSHA to inspect their workplace if they believe there is a serious hazard or that their employer is not following OSHA's rules. OSHA will keep all identities confidential.
- Exercise their rights under the law without retaliation, including reporting an injury or raising health and safety concerns with their employer or OSHA. If a worker has been retaliated against for using their rights, they must file a complaint with OSHA as soon as possible, but no later than 30 days.

For additional information, see OSHA's Workers page (www.osha.gov/workers).

How to Contact OSHA

Under the Occupational Safety and Health Act of 1970, employers are responsible for providing safe and healthful workplaces for their employees. OSHA's role is to ensure these conditions for America's working men and women by setting and enforcing standards, and providing training, education and assistance. For more information, visit www.osha.gov or call OSHA at 1-800-321-OSHA (6742), TTY 1-877-889-5627.

This is one in a series of informational fact sheets highlighting OSHA programs, policies or standards. It does not impose any new compliance requirements. For a comprehensive list of compliance requirements of OSHA standards or regulations, refer to Title 29 of the Code of Federal Regulations. This information will be made available to sensory-impaired individuals upon request. The voice phone is (202) 693-1999; teletypewriter (TTY) number: (877) 889-5627.

U.S. Department of Labor

OSHA® Occupational Safety and Health Administration

DSG FS-3772 06/2018

NATIONAL PARK SERVICE
ENVIROFACTS

3/3/99

National Park Service
Hazardous Waste Management &
Pollution Prevention Team
Washington, DC 20240
(202) 565-1240 (x3)

FIRING RANGE WASTE MANAGEMENT

FIRING RANGE WASTES

Wastes generated from the discharge of fire arms at indoor and outdoor ranges including spent bullets and shot, cartridges, dust, soil, surface water runoff, or other contaminated environmental media, and waste gun cleaning materials.

APPLICABLE STANDARDS

Federal: Firing range wastes are regulated under the Resource Conservation and Recovery Act (RCRA) and 40 Code of Federal Regulations (CFR) 260 - 266. The assessment and cleanup of outdoor firing ranges is regulated under RCRA and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). 40 CFR 178 provides a proposed rule for closed and transferred military ranges. This rule can provide guidance for closed and transferred NPS firing ranges.

State: State rules for management of firing range wastes may be more stringent than Federal requirements. The regulations for your state must be reviewed to assess your park's compliance status and requirements.

Other: Additional Federal and state standards may apply to the environmental, health, and safety management of firing ranges at your park. Parks should rely upon the procedures outlined in the NPS Hazardous Waste Management Handbook, as well as applicable NPS safety guidance and requirements.

WASTE CHARACTERIZATION

Firing range wastes may be listed hazardous wastes or characteristically hazardous based on a toxic characteristic leaching procedure (TCLP) test.

- Fired shot and bullets - characteristically hazardous due to lead toxicity.
- Contaminated media (soil, surface water runoff, and indoor range dust) - potentially characteristic hazard due to lead and arsenic toxicity.
- Waste gun cleaning materials (solvents, oils, rags) - potentially hazardous due to ignitability characteristic and/or lead/arsenic toxicity; gun oil may be classified as used oil under 40 CFR 279.

Discharged ammunition is not a RCRA solid waste while it remains uncollected in the range. Once collected for disposal, or upon range closure, these materials become solid waste and are subject to RCRA. Metal ammunition waste components reclaimed or recycled by a scrap metal vendor are exempt from RCRA C hazardous waste handling and disposal requirements.

HANDLING/STORAGE

Handling this waste material may require special precautions such as personal protective equipment (PPE) and special procedures to prevent injury. Always remember to consult with your park or regional Safety Officer for additional information concerning proper handling.

Waste Collection: Spent projectiles should be periodically collected from traps and recovered (e.g., sifted) from outdoor range impact areas. The frequency of collection is dependent upon the level of range activity. Floors of indoor ranges should be vacuumed regularly to collect any firearm discharge related dust that may accumulate. An industrial vacuum equipped with a HEPA filter should be used.

Workers conducting lead collection activities must be properly trained in lead abatement hazards and procedures, use proper personal protective equipment, and conduct air monitoring in accordance with OSHA requirements.

Container Management: Firing range wastes should be segregated to facilitate reclamation or recycling. Containers used to accumulate spent projectiles and cartridges to be recycled or reclaimed should have covers and be labeled to identify contents and intended disposition (i.e. Spent Bullets to be Reclaimed). Dust vacuumed from indoor ranges and spent HEPA filters are hazardous wastes and must be handled and stored in accordance with RCRA regulations. Used gun cleaning solvents, oily and dirty rags should must also be properly handled and stored (see Waste Solvent, Used Oil and Sorbents and Wipes EnviroFacts)

RECYLING/DISPOSAL

- Spent projectiles should be classified as scrap metal and reclaimed (**otherwise they are be subject to classification and disposal as a hazardous waste**).
- Metal cartridges should be recycled via the supplier or manufacturer.
- Spent gun cleaning solvent and gun oil should be reclaimed or recycled.
- Used rags should be sent to an industrial laundry to be cleaned.
- Lead dust and HEPA filters must be disposed as a hazardous waste at a RCRA permitted facility.

Hazardous wastes from firing ranges must be properly manifested and shipped to a permitted hazardous waste disposal facility. Manifesting of wastes to be reclaimed or recycled is also recommended to track proper transport and disposal.

SPECIAL TOPICS

Operation/Maintenance and Monitoring: It is recommended that parks operate firing ranges in conformance with safe management practices designed to prevent the release of lead into the environment. This means:

- Maintenance of an impact berm to minimize erosion, bullet ricochet, and accidental ingestion of projectiles by wildlife.
- Conducting surface water monitoring programs to evaluate potential off-site contamination and prevention or mitigation measures.
- Provision of hand washing and clothing change facilities to help reduce potential lead exposure and environmental contamination by firing range users.
- At indoor ranges, operation of a firing range ventilation system with air pollution control equipment to maintain indoor air quality and emissions.

Recordkeeping: The park is responsible for maintaining all files associated with the characterization transport and disposal of firing range wastes. Up-to-date operation and maintenance plans and health and safety plans and maintenance records should also be maintained.

Closure, Site Assessment, and Remediation: A CERCLA based closure process should be implemented when a firing range is deactivated.

POLLUTION PREVENTION

- Utilize non-NPS shooting ranges where possible.
- Minimize unauthorized and unnecessary use of NPS ranges.
- Use "green" ammunition (e.g., Delta Ammunition by Winchester) and "green" gun cleaning supplies and methods (e.g., biocleaning solutions).

ENVIROFACT X-REFERENCES

- Hazardous Waste Characterization
- Hazardous Waste Generator Status Determination
- Used Oil Management
- Spent Solvent Management
- Sorbents and Wipes Management

FIRING RANGE WASTE MANAGEMENT CHECKLIST

Checklist Item	Notes
1. Determine if "green" ammunition and gun cleaning supplies are utilized at the range. Contact Bill Colsen at the Federal Law Enforcement Training Center for further information [(912) 267-2233] or ask your ammunition supplier.	
2. Determine whether the park addresses firing range waste management and other procedures to minimize the potential for environmental impact.	
3. Confirm that there is a program for the collection of discharged projectiles and other firing range wastes including the collection of projectiles from impact berms and bullet traps and the collection of dust from indoor ranges using HEPA vacuums.	
4. Verify that firing range wastes are properly segregated and accumulated in closed, properly labeled containers.	
5. Confirm that proper waste disposal practices are conducted including the recycling or reclamation of spent projectiles and metal casings, cleaning solvents and oil and disposal of hazardous firing range wastes (e.g., lead contaminated dust and vacuum HEPA filters) in accordance with RCRA requirements at an authorized facility.	
6. Confirm that an adequate ventilation system with air pollution control equipment is provided for indoor ranges.	
7. Verify that personnel conducting maintenance activities are properly trained in lead abatement procedures, that they wear appropriate personal protective equipment, and that air monitoring is conducted during maintenance activities in accordance with OSHA requirements.	
8. Verify that contamination-monitoring programs have been conducted to determine the surface water, groundwater, and/or soil contamination and that procedures are in place to control or mitigate such contamination.	
9. Determine if there is a health and safety plan for the range and facilities (e.g., hand washing and clothes changing) to minimize exposure by users.	
10. Confirm that a formal closure procedure has been initiated and completed for deactivated ranges in accordance with CERCLA guidelines.	
11. Confirm that records of collection, storage and disposal, maintenance procedures, environmental monitoring, range closure and other documents related to range operations are properly maintained.	

What is a Best Management Practice and How Does It Apply to Shooting Ranges?

A Best Management Practice (BMP) is usually based on an approach or technology that has been shown to work and to be effective for the purpose intended. The United States Environmental Protection Agency (EPA) uses BMPs to specify standards of practice where a regulation may not be descriptive enough to do so. A BMP should also be as inexpensive as possible and the equipment or technology should be readily available. A BMP may be adopted based on a survey of practices (shooting ranges in this case) that have had successful experiences with an approach or technology.

BMPs for outdoor shooting ranges are actions that range owners/operators can take to minimize the impact of lead on the environment. Lead at outdoor shooting ranges may pose, in certain situations, a threat to the environment if BMPs, including reclamation and recycling, are not implemented in a timely manner.

What is the EPA *Best Management Practices for Lead at Outdoor Shooting Ranges* manual?

The *Best Management Practices for Lead at Outdoor Shooting Ranges* manual provides owners and operators of outdoor rifle, pistol, trap, skeet and sporting clay ranges with information on lead management at their ranges. The manual explains how environmental laws are applicable to lead management and presents successful BMPs available to the shooting range community. These practices have been proven to effectively reduce lead contamination. Since each range is unique in both the type of shooting activity and its environmental setting, site-specific solutions are not provided in the manual. Rather, range owners or operators may use the manual to identify and select the most appropriate BMP(s) for a range. The manual does not address range layout or design to meet range safety or competition requirements. It is also not intended for closing ranges. Range owners/operators are directed to other comprehensive reference materials available on that subject, from the National Rifle Association of America, National Shooting Sports Foundation and other shooting associations.

Owners/operators of ranges may want to assign the implementation of this BMP Manual to a specific team or committee if possible. Delegating this responsibility to a specific team or committee helps to assure that the work gets accomplished.

The manual is organized as follows:

Chapter I provides the background on why lead is of concern to human health and the environment. It includes a discussion of how environmental laws impact shooting ranges and the importance of an integrated BMP program to manage lead;

Chapter II discusses range physical and operational characteristics to be considered when selecting a successful BMP program;

Chapter III addresses BMPs for rifle/pistol ranges, trap and skeet ranges, and sporting clay ranges. In this chapter, the manual explores possible solutions to prevent, reduce and/or remove lead contamination for each type of range;

The Appendix provides current (as of May 2000) contacts for lead reclamation and recycling companies, other sources of information on lead management, bullet trap manufacturers and key RCRA regulatory interpretations.

How Is Lead Shot Regulated Under the Resource Conservation and Recovery Act (RCRA)?

Lead shot is not considered a hazardous waste subject to RCRA at the time it is discharged from a firearm because it is used for its intended purpose. As such, a RCRA permit is not required to operate a shooting range. However, spent lead shot (or bullets) are subject to the broader definition of solid waste written by Congress and contained in the statute itself. As such, spent shot and bullets are potentially subject to RCRA statutory authority including section 7002 and 7003.

In general, the following points should serve as guidance in understanding RCRA and how it applies to your range.

1. **The lead, if recycled, is considered a scrap metal pursuant to 40 Code of Federal Regulations (CFR) 261.6(a)(3)(ii) and is therefore exempt from RCRA regulation.**

2. **After the removal contractor or reclaimer applies standard BMPs to separate the lead from soil, the soil may be placed back on the range without further treatment.**

3. The collected lead shot or bullets are excluded from RCRA regulation, and need not be manifested, nor

does the range need to obtain a RCRA generator number (i.e., the range is not a hazardous waste "generator"), provided that the leadshot is recycled or re-used. The transporter does not need to have a RCRA I.D. number . However, ranges should retain records of shipments of lead from the range, and the facilities to which they were sent, in order to demonstrate that the lead was recycled.

4. Sections 7002 and 7003 of the RCRA statute allow the USEPA, states or citizens, using a civil lawsuit, to compel cleanup of "solid waste" (e.g., leadshot) posing actual or potential imminent and substantial endangerment. Such action can be sought whether the range is in operation or closed, and is based solely on a determination that real or potential harm is being posed by the range to public health and/or the environment. Since the risk of lead migrating increases with time, ranges that have not removed leadshot are more likely candidates for government action or citizen lawsuits under RCRA Section 7003. Therefore, ranges are advised to maintain a schedule of regular lead removal.

Benefits of Lead Management

Lead removal and implementation of other BMPs will allow the range to: minimize contamination of the range and potential impacts to human health and the environment; reduce liability with regard to potential agency or citizen lawsuits; possibly benefit economically from the recycling of lead; enhance its role as a good steward of the environment; and increase customer satisfaction.

Want More Information?

For a copy of the USEPA *Best Management Practices for Lead at Outdoor Shooting Ranges*, please complete the information below and fax or mail to:

Leadshot Coordinator
RCRA Compliance Branch
U.S. Environmental Protection Agency
Region 2
290 Broadway - 22nd Fl.
New York, NY 10007-1866
Fax: (212)637-4949
E-Mail: Leadshot.Region2@epa.gov

The manual will also be placed on the world wide web at www.epa.gov/region2/waste/leadshot.

Name: _____

Address: _____

_____

_____

Phone: _____

United States Environmental Protection Agency - Region 2
EPA-902-F-00-001

Do You Use Best Management Practices for Lead at Your Outdoor Shooting Range?



Cover photo by: Mr. Jack Hoyt

Application # PZ - 19 - 02000001

ZONING ORDINANCE AMENDMENT APPLICATION (TEXT ONLY)

Serving the Community

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Request:** MODIFY THE EXISTING M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT) LANGUAGE TO INCLUDE INDOOR GUN RANGE + SHOP AS A PERMITTED COMMERCIAL USE.

2. **Applicable City Code Section(s):** ARTICLE XI. SCHEDULE OF DISTRICT REGULATIONS SECTION 19. DISTRICT AND INTENT - M-2, MANUFACTURING AND INDUSTRIAL DISTRICT

3. **Applicant Information:** * *NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): GREYSTONE DEBT ACQUISITIONS, LLC

   Name: BOB SCALES

   Mailing Address: 211 CAROLINE STREET

   City: CAPE CANAVERAL State: FL Zip Code: 32920

   Phone #: _____ Fax #: _____

   Mobile #: 321-508-4803 E-mail: BOBS@TSCCONSTRUCT.COM

4. **Please submit the following items in order complete the application:**

   a. ☑ **Notarized application.**

   b. ☑ **Petition.** Complete the Zoning Text Ordinance Amendment petition form. A sample "Petition" form is available from the City.

   c. ☑ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

   d. ☑ **Corporate documents.** If the applicant is representing a company, articles of incorporation which show the applicant 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.** Submit any information that may be helpful in understanding the request. This may include, but limited to, desired ordinance text, examples, photos, sketches, elevations, and letters.

5. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

6. **Dates and locations of public hearings.** All zoning text ordinance amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council. All regularly scheduled Planning & Zoning Board hearings are held on the second Wednesday of each month at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified. All regularly scheduled City of Cocoa Council meetings are held on the second and fourth Tuesday of each month at 7:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

7. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

8. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

9. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

10. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

11. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

12. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

13. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Bob Scalos 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 applicable petition, 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.

(APPLICANT SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

KIRSTEN BOHAK
Notary Public - State of Florida
Commission # GG 199396
My Comm. Expires Mar 24, 2022
Bonded through National Notary Assn.

Personally Known ☐ OR Produced Identification ☐

Type of I.D. Produced _____

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 23 day of January, 2019

FOR OFFICE USE ONLY

Fee of $ 500.- in cash ☐ or check ☒ (No. 5498) payable to the "City of Cocoa".

Receipt Number: 254974

Date: 1-29-19

Signature from Planning & Zoning Division:

ZONING TEXT ORDINANCE AMENDMENT PETITION

TO: City of Cocoa Council

I, the undersigned, hereby petition the City of Cocoa Council for a zoning text ordinance amendment as specified below:

In order to approve a zoning text ordinance amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(2) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council.

a. The need and justification for the change.

IN ORDER TO CONTINUE THE ECONOMIC PROSPERITY OF THE GRISSOM PARKWAY CORRIDOR WHILE FOSTERING A SAFE AND SECURE LOCATION TO EDUCATE, TRAIN, AND PRACTICE INDOOR SHOOTING, WE PROPOSE THE INCLUSION OF AN INDOOR GUN RANGE AND SHOP BE ADDED AS AN ACCEPTABLE COMMERCIAL USE AS A PRINCIPAL STRUCTURE TO ARTICLE XI, SECTION 19, ITEM 12.

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

Applicant's Signature — Date: 1/23/19

BOB SCALES
Applicant's Printed Name

If you have any questions please contact the Planning and Zoning Division at (321) 433-8535.

CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:

A. PZ-18-00200017 – Large Scale Site Plan – Dr. Joe Lee Smith Community Center

The City of Cocoa, Public Works Department, is requesting Approval of a Large Scale Site Plan entitled “Dr. Joe Lee Smith Community Center”. The subject property comprises 2 parcels of land totaling ±3.23 acres and is generally located at the southwest corner of Stone Street and Washington Street. The property is more specifically identified by the Brevard County Property Appraiser as Parcel #’s 24-36-33-00-264 and 24-36-33-CC-12.E-2. The City is proposing to develop a new community center building comprising a total of approximately 15,708 sq.ft. along with parking and stormwater retention facilities.

B. PZ-19-02000001 – Text Amendment – Indoor gun range in M-2 zoning district

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW INDOOR SHOOTING RANGES AS A PERMITTED USE SUBJECT TO CERTAIN CONDITIONS, INCLUDING ANCILLARY RETAIL SALES AND RESTAURANT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON
April 9, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON
April 24, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk’s Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000610889

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY:_____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

ADVERTISER: CITY OF COCOA (TE)
SALES PERSON: LINDA KENNEDY
PUBLICATION: FT-FLORIDA TODAY
PROOF CREATED AT: 3/29/2019 5:31 PM
PROOF DUE: -
NEXT RUN DATE: 04/02/19
SIZE: 6 col X 5 in

FT-0000610889.INDD

Legislation Details (With Text)

File #:	19-158	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	4/10/2019			**In control:**	City Council
On agenda:	4/24/2019			**Final action:**	
Title:	Postpone consideration of the Large Scale Site Plan for the Dr. Joe Lee Smith Community Center. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Legal Ad proof PZ 4-9-19 and CC 4-24-19				

Date	Ver.	Action By	Action	Result

Memo Date: April 10, 2019
Agenda Date: April 24, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Postpone consideration of the Large Scale Site Plan for the Dr. Joe Lee Smith Community Center.

BACKGROUND:

This item is not ready for consideration at this time. Issues have arisen with regard to storm water facilities related to the new construction planned for the site. For this reason staff recommended to the Planning & Zoning Board that they table the item until such time as staff is able to work out those issues and bring the site plan forward. Staff requests that City Council postpone consideration of the Large Scale Site Plan for the Dr. Joe Lee Smith Community Center until those issues have been worked through and the item returned to the Planning & Zoning Board. The item will be re-advertised prior to hearing.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board tabled consideration of this item at its meeting on April 9, 2019. No date certain was announced for hearing of the item.

RECOMMENDED MOTION:
Postpone consideration of the Large Scale Site Plan for the Dr. Joe Lee Smith Community Center.

Legislation Details (With Text)

File #:	19-161	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	4/11/2019			**In control:**	City Council
On agenda:	4/24/2019			**Final action:**	
Title:	Approve a Resolution providing for a temporary waiver of building permit fees related to building or structural damage caused by the hail storm that occurred on March 27, 2019. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2019-031: Hail Storm Building Permit Fee Waiver				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 11, 2019
Agenda Date: April 24, 2019
Prepared By: Nancy A. Bunt, Community Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve a Resolution providing for a temporary waiver of building permit fees related to building or structural damage caused by the hail storm that occurred on March 27, 2019.

BACKGROUND:

Economic resilience is the ability for a community to recover from major disruptions to regular activities. The fiscal impact of strong hail storms or hurricanes can be decreased if the costs to rebuild and resume services are mitigated. Staff requests a six (6) month temporary waiver of building permit fees to expedite repairs and provide financial relief to residents and businesses affected by the hail storm that occurred on March 27, 2019. City Council shall have the option to extend this Resolution for an additional ninety (90) days if authorized prior to the expiration of this Resolution.

Applicants requesting a fee waiver are required to apply for eligible permits, as identified in the resolution. For purposes of granting the building permit fee waiver, the Building Official, or his or her designee, shall be responsible for verifying that the repairs being permitted are directly related to hail damage caused by the storm that occurred on March 27, 2019.

STRATEGIC PLAN CONNECTION:

powered by Legistar™

N/A

BUDGETARY IMPACT:

It is unknown how many building permit applications the City will receive due to hail storm damage and because some of the permit fees are based on valuation, staff cannot determine the anticipated lost revenue. However, when permit fees were waived for six months for 2017 Hurricane Irma damage, 241 permits were received and the loss of revenue for the City was $25,047.50.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Resolution providing for a temporary waiver of building permit fees related to building or structural damage caused by the hail storm that occurred on March 27, 2019..

RESOLUTION NO. 2019- 031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, PROVIDING FOR A TEMPORARY WAIVER OF BUILDING PERMIT FEES FOR REPAIRS RELATED TO BUILDING OR STRUCTURAL DAMAGE CAUSED BY THE MARCH 27, 2019 HAIL STORM; PROVIDING FOR AN INTENT AND PURPOSE OF THIS RESOLUTION; PROVIDING FOR A FILING PERIOD FOR ELIGIBLE BUILDING PERMIT APPLICATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the March 27, 2019 hail storm caused extensive damage to properties within the geographic area of the City of Cocoa; and

WHEREAS, the City Council previously established a schedule of building permits fees pursuant to Resolution No. 2013-37; and

WHEREAS, in order to expedite the repairs required as a result of the damage caused by the March 27, 2019 hail storm and to provide relief to property owners suffering from hail storm related hardships, the City Council desires to temporarily waive building permit fees for permit applications related to repairing such damage; and

WHEREAS, this Resolution is adopted pursuant to the Florida Municipal Home Rule Powers Act, Section 166.222, Florida Statutes, Section 6-108 of the City Code, and the emergency powers vested in the City Council pursuant to all applicable law; and

WHEREAS, the City Council hereby finds that this Resolution is in the best interests of the citizens of Cocoa; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

SECTION 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. **Intent and Purpose.** It is the intent and purpose of this Resolution to only address building or structural damage directly caused by the March 27, 2019 hail storm. This Resolution is not intended to apply to building permit applications filed with the City that are not related to repairing building or structural damage caused by the hail storm. To the extent that a particular building or structure was substantially destroyed by the hail storm and is

beyond repair according to the City's building official, a new replacement building or structure on the same property as the substantially destroyed building or structure shall be considered a repair under this Resolution.

SECTION 3. **Temporary Waiver of Building Permit Fees.** The City Council of the City of Cocoa hereby provides that building permit fees are hereby waived for any building permit application filed with the City related to repairing building or structural damage caused by the March 27, 2019 hail storm. All such applications must be filed with the City's Building & Permitting Division on or after March 28, 2019, but no later than six (6) months after the effective date of this Resolution. The City Council shall have the option to extend this Resolution for an additional ninety (90) days if authorized prior to the expiration of this Resolution. For purposes of granting the building permit fee waiver, the building official or his or her designee shall be responsible for verifying that the repairs being permitted are directly related to damage caused by the hail storm.

Notwithstanding the fee waiver authorized by this Section, all building application, licensing, insurance, inspection, and other building permit conditions required by law shall apply.

SECTION 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in an emergency meeting assembled this 24th day of April, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	19-162	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	4/11/2019			**In control:**	City Council
On agenda:	4/24/2019			**Final action:**	
Title:	Approve a Resolution providing for a temporary waiver of building permit fees related to the installation of solar photovoltaic, solar water heating, electric vehicle home charging, natural gas vehicle home refueling systems and electric vehicle charging stations for a period of one year. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2019-032- Solar Powered Equipment				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 11, 2019
Agenda Date: April 24, 2019
Prepared By: Nancy A. Bunt, Community Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve a Resolution providing for a temporary waiver of building permit fees related to the installation of solar photovoltaic, solar water heating, electric vehicle home charging, natural gas vehicle home refueling systems and electric vehicle charging stations for a period of one year.

BACKGROUND:

Solar energy is a renewable energy source. An increasing number of residential and commercial property owners are therefore making significant investments in solar electric systems. Solar cells do not require much maintenance once brought up to their maximum efficiency and are considered quiet collectors. Unlike other energy sources they produce no noise, solar energy can be very reliable, and can last longer than most other energy sources.

While the initial investment on solar system equipment can be expensive, long-term savings and benefits are certainly possible and make the use of this system attractive. Due to further and advanced improvements in solar energy technology, the equipment costs have been reduced making solar energy more cost-effective to be utilized for the average homeowner or small business.

Electric Vehicle Charging Stations

Given the uncertainty and volatility in gasoline prices, there is increased demand in owning and

operating electric-powered motor vehicles. Many vehicle owners find them practical, affordable and economically sustainable in today's economy. Additionally, green electric or electric-hybrid plug-in vehicles increase environmentally cleaner air, nad reduce the need for fossil fuels. These electric vehicles can be charged at home thru a standard wall outlet for very minimal cost per day. They can also be charged at different networks of electric vehicle charging stations at major shopping centers. In 2018, an electric vehicle charging station was constructed at the Cocoa Sam's Club.

The City Council previously established a schedule of building permits fees pursuant to Resolution No. 2013-37. In order to encourage residential and nonresidential building strategies to promote energy efficient measures, including renewable energy installations such as solar photovoltaic and solar water heating systems, as a means to reduce greenhouse gas emissions staff is requesting the waiver of permitting fees for the installation of solar photovoltaic, solar water heating, electric vehicle home charging, natural gas vehicle home refueling systems and electric vehicle charging stations. The attached Resolution seeks to waive for a period of one year, the following fees, including component fees of permit issuance fees, electric permit fees, and plumbing permit fees for building permits related to basic energy efficient system installations:

a. Solar photovoltaic and solar water heating systems
b. Electric vehicle home charging systems
c. Natural gas home refueling systems
d. Commercial electric vehicle charging stations

No later than April 23, 2020, staff shall return to Council with a report on the results of the program, including total cost to the City incurred by waiving the above fees, the value of the energy efficient systems, and the total number of each type of energy efficient system installed.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

It is unknown how many building permit applications the City will receive. However, for the period of January 1, 2018 through December 31, 2018 the City of Cocoa issued 15 residential and 1 commercial building permits for the installation of solar powered equipment. The total cost of the commercial permit was $627.05 and the residential permits were $1,251.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Resolution providing for a temporary waiver of building permit fees related to the installation of solar photovoltaic, solar water heating, electric vehicle home charging, natural gas vehicle home refueling systems and electric vehicle charging stations for a period of one year.

RESOLUTION NO. 2019- 032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, PROVIDING FOR A TEMPORARY WAIVER OF BUILDING PERMIT FEES RELATED TO THE INSTALLATION OF ENERGY EFFICIENT SYSTEMS INCLUDING SOLAR PHOTOVOLTAIC, SOLAR WATER HEATING, ELECTRIC VEHICLE HOME CHARGING, NATURAL GAS VEHICLE HOME REFUELING SYSTEMS AND ELECTRIC VEHICLE CHARGING STATIONS; PROVIDING FOR AN INTENT AND PURPOSE OF THIS RESOLUTION; PROVIDING FOR A FILING PERIOD FOR ELIGIBLE BUILDING PERMIT APPLICATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, energy efficiency and alternative energy generation projects are an innovative and economical trend that can provide the citizens of Cocoa substantial utility cost savings; and

WHEREAS, the City Council previously established a schedule of building permits fees pursuant to Resolution No. 2013-37; and

WHEREAS, the City of Cocoa seeks to encourage residential and nonresidential building strategies to promote energy efficient measures, including renewable energy installations such as solar photovoltaic and solar water heating systems, as a means to reduce greenhouse gas emissions; and

WHEREAS, the city government can play an important role in influencing the energy attitudes and actions of local residents and businesses by being a resource for information on energy efficient measures and promoting energy efficiency programs; and

WHEREAS, as part of the city's leadership role in promoting energy efficiency, the City Council support measures that promote and encourage the installation of energy efficient systems; and

WHEREAS, as the waiver of permitting fees for energy efficient measures has been shown to be an effective measure to encourage their installation; and

WHEREAS, this Resolution is adopted pursuant to the Florida Municipal Home Rule Powers Act, Section 166.222, Florida Statutes, Section 6-108 of the City Code, and the emergency powers vested in the City Council pursuant to all applicable law; and

WHEREAS, the City Council hereby finds that this Resolution is in the best interests of the citizens of Cocoa; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

SECTION 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. **Intent and Purpose.** It is the intent and purpose of this Resolution to waive for a period of one year, the following fees, including component fees of permit issuance fees, electric permit fees, and plumbing permit fees for building permits related to basic energy efficient system installations:

a. Solar photovoltaic and solar water heating systems
b. Electric vehicle home charging systems
c. Natural gas home refueling systems
d. Commercial electric vehicle charging stations

No later then April 23, 2020, staff shall return to Council with a report on the results of the program, including total cost to the City incurred by waiving the above fees, the value of the energy efficient systems, and the total number of each type of energy efficient system installed.

SECTION 3. **Temporary Waiver of Building Permit Fees.** The City Council of the City of Cocoa hereby provides that building permit fees are hereby waived for any building permit application filed with the City related to energy efficient measures listed in Section 2. The building official or his or her designee shall be responsible for verifying that the energy efficient systems meet the intent of this resolution. Notwithstanding the fee waiver authorized by this Section, all building application, licensing, insurance, inspection, and other building permit conditions required by law shall apply.

SECTION 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in an emergency meeting assembled this 24th day of April, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	19-159	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	4/10/2019			**In control:**	City Council
On agenda:	4/24/2019			**Final action:**	
Title:	Approve Resolution 2019-030 Vacating a portion of Right-of-Way of Riverside Drive. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2019-030 Vacating a portion of Riverside Drive (St. Marks) Exhibit A Vacating a portion of Riverside Drive				

Date	Ver.	Action By	Action	Result

Memo Date: April 10, 2019
Agenda Date: April 24, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve Resolution 2019-030 Vacating a portion of Right-of-Way of Riverside Drive.

BACKGROUND:

Honeycutt & Associates, Inc. has made application to the City on behalf of St. Mark's Church for the vacation of a portion of the right-of-way of Riverside Dr. as depicted in Exhibit A. St. Mark's Church presently owns the parcel of land abutting this section of right-of-way (24-36-33-77-*-1) as well as the parcel on the north side of Church St. (24-36-33-06-*-11.01) where the church and school buildings are located.

The roughly triangular portion of right-of-way in Exhibit A was originally used for the extension of Riverside Dr. that ran north from the intersection with Church St., along the waterfront, and ultimately provided a connection to SR520 where River Edge Blvd. crosses Harrison St. As a result of the development of Riverfront Park the roadway connection no longer exists, nor does the City have any plans to reestablish the roadway connection, there is no anticipated need for the use of this portion of right-of-way as a roadway.

Utilities and Easements Assessment:
Representatives from the following utilities and City departments were contacted to identify utilities and easements on the subject street:

- Florida Power & Light
- City Gas Company of Florida

- Bright House Networks
- Bell South
- City of Cocoa Public Works Department
- City of Cocoa Utilities Department
- City of Cocoa Police Department
- City of Cocoa Fire Department

No objections were returned, however the city does need to retain a utility easement over the right-of-way in order to maintain City water, sewer and re-use facilities.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Resolution 2019-030 Vacating a portion of Right-of-Way of Riverside Drive.

RESOLUTION NO. 2019-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; VACATING A SMALL PORTION OF THAT RIGHT-OF-WAY LABELED "PUBLIC ROAD" (NOW KNOWN AS RIVERSIDE DRIVE), AS SHOWN ON THE PLAT OF "HARDEE'S & RONALD'S SUBDIVISION," ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 32 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING EAST OF LOT 1 OF SAID SUBDIVISION, MORE PARTICULARLY DESCRIBED HEREIN, AND LYING GENERALLY ON THE SOUTHEAST CORNER OF CHURCH STREET AND RIVERSIDE DRIVE ADJACENT TO THE INDIAN RIVER; RESERVING A PUBLIC UTILITY EASEMENT FOR CITY OF COCOA UTILITIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, RECORDING, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa has been asked by St. Marks to consider vacating a small portion of right-of-way labeled "public road" (now known as Riverside Drive), as shown on the plat of "Hardee's & Ronald's Subdivision," according to the plat thereof as recorded in Plat Book 1, page 32 of the public records of Brevard County, Florida, lying east of lot 1 of said subdivision, more particularly described herein, and lying generally on the southeast corner of Church Street and Riverside Drive adjacent to the Indian River; and

WHEREAS, this Resolution is adopted pursuant to Section 20-14 of the City Code and the Florida Municipal Home Rule Powers Act; and

WHEREAS, the City of Cocoa does not currently use, nor has any plans to use, the portion of right-of-way subject to this Resolution for roadway purposes; however, the City of Cocoa does need to retain easement rights for City water, sewer, and reuse purposes under, over and upon the portion of the roadway being vacated for purposes of maintain existing City utility infrastructure and City utilities to service the subject property in the future in the event such services are provided to the subject property after it is vacated by the City; and

WHEREAS, to the best of the City's knowledge, no other public utilities are currently utilizing the portion of the right-of-way being vacated by this Resolution; 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. **Vacation.** Subject to the utility easement reserved by the City of Cocoa hereunder under Section 3 of this Resolution, the City Council of the City of Cocoa hereby vacates that certain small portion of right-of-way labeled "public road" (now known as Riverside Drive), as shown on the plat of "Hardee's & Ronald's Subdivision," according to the plat thereof as recorded in Plat Book 1, Page 32 of the public records of Brevard County, Florida, lying east of lot 1 of said subdivision, more particularly and legally described on **Exhibit "A,"** attached hereto and fully incorporated herein by this reference.

Section 3. **Reservation of Utility Easement.** The City of Cocoa reserves for itself and its assigns a public utility easement over, under and upon the real property legally described on **Exhibit "A"** for purposes of maintaining, repairing, operating and replacing any existing City of Cocoa utility infrastructure located on the property, and for purposes of providing City utility services to the owner of the property after the effective date of this Resolution.

Section 4. **City Clerk to Record.** Following adoption of this Resolution, this Resolution shall be recorded by the City Clerk in the Official Records for Brevard County, Florida.

Section 5. **Repeal of Prior Inconsistent Resolutions**. All other prior inconsistent resolutions adopted by the City Council are hereby repealed.

Section 6. **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 7. **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 24th day of April, 2019.

_____

Jake Williams, Jr., Mayor

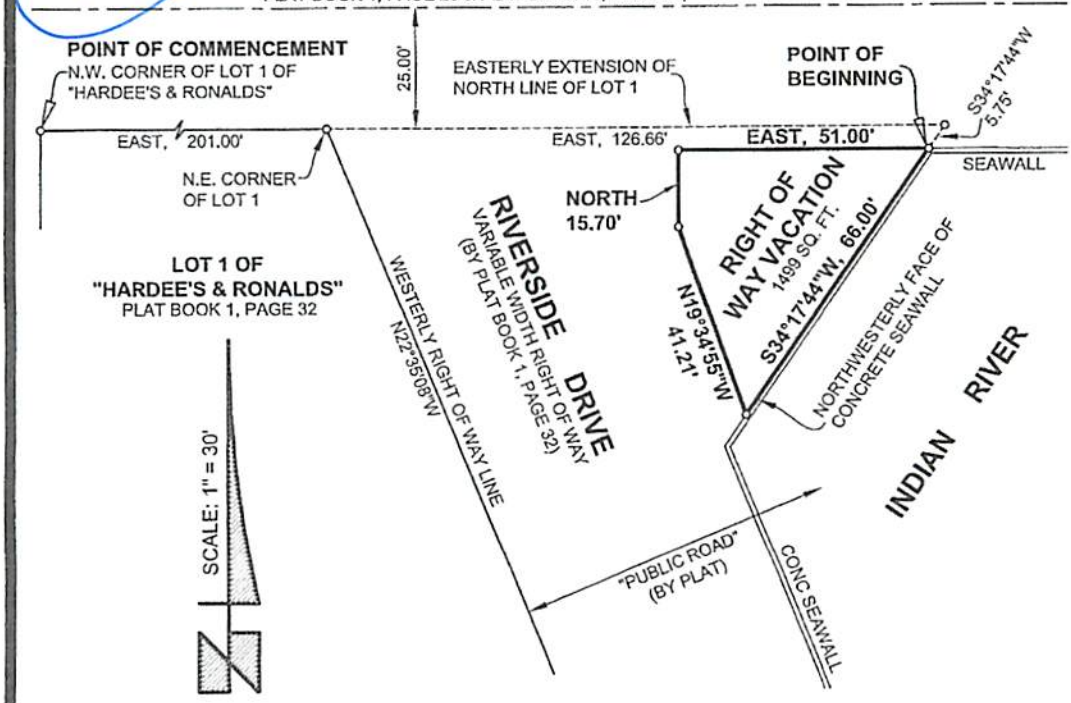
ATTEST: _____

Carie Shealy, MMC, City Clerk

NEW

SKETCH TO ACCOMPANY DESCRIPTION

THIS SKETCH IS NOT A "BOUNDARY SURVEY"



DESCRIPTION - RIGHT OF WAY VACATION:

A PARCEL OF LAND BEING A PORTION OF THAT RIGHT OF WAY LABELED "PUBLIC ROAD" (NOW KNOWN AS RIVERSIDE DRIVE), AS SHOWN ON THE PLAT OF "HARDEE'S & RONALDS' SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 32 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID LANDS LYING EAST OF LOT 1 OF SAID SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1, HARDEE'S & RONALDS' SUBDIVISION, AND RUN EAST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 201.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE CONTINUE EAST, ALONG THE EASTERLY EXTENSION OF SAID NORTH LINE, A DISTANCE OF 126.66 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE NORTHWESTERLY EDGE OF AN EXISTING CONCRETE SEAWALL; THENCE S.34°17'44"W., ALONG SAID EXTENSION, A DISTANCE OF 5.75 FEET TO A CORNER OF SAID SEAWALL, THE POINT OF BEGINNING; THENCE CONTINUE S.34°17'44"W., ALONG SAID EDGE OF SEAWALL, A DISTANCE OF 66.00 FEET; THENCE DEPARTING SAID SEAWALL, RUN N.19°34'55"W., A DISTANCE OF 41.21 FEET; THENCE NORTH, A DISTANCE OF 15.70 FEET; THENCE EAST, A DISTANCE OF 51.00 FEET TO THE POINT OF BEGINNING.

NOTES:

BEARING STRUCTURE - BASED ON THE PLAT OF "COCOA - RIVER DEVELOPMENT" (PLAT BOOK 11, PAGE 75). SPECIFICALLY, THE RIGHT OF WAY LINE OF CHURCH STEET = A BEARING OF "EAST".

Digitally signed by
Robert M. Packard
Date: 2018.11.29
10:17:38 -05'00'

ROBERT M. PACKARD, PSM
REG. FLORIDA SURVEYOR & MAPPER #3867

DRAWN BY: RMP

CHK'D BY:

DATE: 11/29/18

JOB #: 18-117

SHEET 1 OF 1

PREPARED FOR & CERTIFIED TO THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW AND FOR THOSE SERVICES EXPRESSED HEREON. USE OF THIS DOCUMENT BY ANY PARTY OTHER THAN THOSE LISTED OR FOR PURPOSES OTHER THAN THOSE EXPRESSED WILL BE AT THE SOLE RISK OF THAT PARTY WITHOUT LIABILITY OF ANY KIND TO THIS SURVEYOR.

RIGHT OF WAY VACATION

CITY OF COCOA

ST. MARKS EPISCOPAL CHURCH

r.m. Packard & Assoc., Inc.
surveying & mapping
1193 U.S. HIGHWAY 1
ROCKLEDGE, FLORIDA 32955
TEL.: (321) 632-6335

Legislation Details (With Text)

File #:	19-79	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	2/19/2019			**In control:**	City Council
On agenda:	4/24/2019			**Final action:**	
Title:	To approve a resolution endorsing the East Coast Greenway route through Cocoa, FL. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	East Coast Greenway Alignment Resolution No. 2019-034 East Coast Greenway Recommended Primary Alignment Map East Coast Greenway Recommended Primary Alignment Map_032019 Revised				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 19, 2019
Agenda Date: February 27, 2019
Prepared By: Abigail Diaz
Through: Everett Wegerif, P.E. Public Works Director
Requested Action:
To approve a resolution endorsing the East Coast Greenway route through Cocoa, FL.

BACKGROUND:

The Space Coast Traffic Planning Organization (SCTPO) is responsible for long-range planning of future Bicycle and Pedestrian Trails through out Brevard County. Their efforts are part of a state-wide and national effort to coordinate future trail route planning. As part of an update, the proposed route of the East Coast Greenway had to be changed. This trail will eventually connect trails along the east coast of the United States from Florida to Maine. Route are generally proposed with a “preferred” alignment and an “alternate” alignment.

The “preferred” East Coast Greenway route proposed by the SCTPO staff extended south from Titusville to SR 528 along US #1. The preferred route would then extend east from Cocoa to Port Canaveral along the future trail planned adjacent to SR 528 as part of the widening project.

Cocoa Public Works staff reviewed the route and proposed an alternate “preferred” route that would extend south from Titusville along Grissom Parkway to Industry Road, along Clearlake Road, then east along Michigan Ave. to US #1, then north to where it would connect to the proposed SR 528 trail. Cocoa’s “Preferred” Grissom Parkway route has been accepted by SCTPO staff and is presented for Council approval. The US #1 route will now be the “alternate” route.

The significance of the Grissom Parkway route is that the future paths planned as part of SR 501 (Clearlake Rd) and SR 524 Widening projects will become an integral part of a nationwide trail network. Being on the designated East Coast Greenway route will expand opportunities for funding segments of the trail. A trail on the north side of Michigan Ave. will be proposed during the next funding cycle.

STRATEGIC PLAN CONNECTION:

By having Cocoa as part of the East Central Regional Rail Trail promotes tourism and a healthy lifestyle.

BUDGETARY IMPACT:

None at this time

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To approve a resolution endorsing the East Coast Greenway route through Cocoa, FL.

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RESOLUTION NO. 2019-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ENDORSING THE EAST COAST GREENWAY ROUTE THROUGH COCOA, FLORIDA.

WHEREAS, the East Coast Greenway is a proposed 3000-mile, shared-use trail that will pass through (insert municipality), to connect cities along the eastern seaboard from Calais, Maine to Key West, Florida; and

WHEREAS, the East Coast Greenway strives to promote public health, environmental sustainability, economic development, and civic engagement through trail use; and

WHEREAS, the East Coast Greenway will serve bicyclists, walkers, equestrians, disabled users, and other non-motorized users, both local residents and long-distance travelers; and

WHEREAS, the East Coast Greenway, will encourage people of all ages to get outdoors, increase their physical fitness, and improve community health, while utilizing multi-use trails that encourage access to parks and nature preserves; and

WHEREAS, the East Coast Greenway, by offering tourists access to cultural and historical sites, will bring economic benefits to towns and businesses along the route; and

WHEREAS, the Florida Department of Transportation and Office of Greenways and Trails has recognized the importance of the East Coast Greenway via the SUN Trails Program and prioritization; and

WHEREAS, the Space Coast Transportation Planning Organization, completed an alignment analysis of the East Coast Greenway, to establish a consistent proposed alignment in Brevard County and to promote, encourage, and engage local municipalities in their involvement of the regional trail; and

WHEREAS, the proposed alignment shows (insert municipality) as an essential connection in completing this national, shared-use trail; and

WHEREAS, the East Coast Greenway can serve as a spine network to encourage a connected trail, bicycle, and pedestrian network in Brevard, County and (insert municipality); and

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY OF COCOA does hereby endorse and support the development, through

local and state partnerships, of the proposed alignment of the East Coast Greenway.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 24th day of April, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Figure 4

East Coast Greenway Recommended Primary Alignment

Primary East Coast Greenway Alignment

Complimentary Route

Causeway Connection

Incorporated Cities/Towns

Space Coast Trail (Titusville to Edgewater)

East Central Regional Rail Trail

Trail along US-1

Trail along US-1

N Atlantic Ave. & George King Blvd. Trail

Trail along US-1

SR A1A Urban Trail

SR A1A Urban Trail

Trail along US-1

SEGMENT 1

SEGMENT 2

SEGMENT 3

SEGMENT 4

Downtown Titusville

SR 406

SR A1A

SR 528

SR 518

US 192

Courtenay Pkwy

Kennedy Pkwy

Max Brewer Memorial Pkwy

TITUSVILLE

NASA Pkwy

COCOA

ROCKLEDGE

CAPE CANAVERAL

COCOA BEACH

SATELLITE BEACH

INDIAN HARBOUR BEACH

MELBOURNE

MELBOURNE VILLAGE

WEST MELBOURNE

INDIALANTIC

MELBOURNE BEACH

MALABAR

PALM BAY

GRANT VALKARIA

PALM SHORES

1 95 46 50 405 407 528 520 524 3 401 404 518 192 507 514 A1A

Miles

0 1 2 4

East Coast Greenway Recommended Primary Alignment

Primary East Coast Greenway Alignment
Complimentary Route
Causeway Connection
Incorporated Cities/Towns

Space Coast Trail (Titusville to Edgewater)

East Central Regional Rail Trail

Trail along US-1

Trail along SR 405 + Grissom Pkwy. + Industry Rd. + SR 501 + Clearlake Rd. + Michigan Ave. + US-1

Trail along US-1

N Atlantic Ave. & George King Blvd. Trail

SR A1A Urban Trail

Trail along US-1

SR A1A Urban Trail

SEGMENT 1

SEGMENT 2

SEGMENT 3

SEGMENT 4

Downtown Titusville

SR 406

SR A1A

SR 528

SR 518

US 192

Courtenay Pkwy

Kennedy Pkwy

Max Brewer Memorial Pkwy

NASA Pkwy

TITUSVILLE

COCOA

ROCKLEDGE

CAPE CANAVERAL

COCOA BEACH

PALM SHORES

SATELLITE BEACH

INDIAN HARBOUR BEACH

MELBOURNE

MELBOURNE VILLAGE

WEST MELBOURNE

INDIALANTIC

MELBOURNE BEACH

MALABAR

PALM BAY

GRANT VALKARIA

Miles
0 1 2 4

Legislation Details (With Text)

File #:	19-165	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	4/12/2019			**In control:**	City Council
On agenda:	4/24/2019			**Final action:**	
Title:	Request Council's Direction for the final design concept of the Promenade and Overlooks Project to replace the boardwalk in Riverfront Park destroyed during Hurricane Irma. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Concept 2 - East View.jpg Concept 2 - Southeast View.jpg Platform.jpg Sign - Riverside distance view.jpg Sign - Riverside.jpg Sign - Sidewalk Side.jpg				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 26, 2019
Agenda Date: April 24, 2019
Prepared By: Frank Mirabito, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer

Requested Action:
Request Council's Direction for the final design concept of the Promenade and Overlooks Project to replace the boardwalk in Riverfront Park destroyed during Hurricane Irma.

BACKGROUND:

After Hurricane Irma passed through Brevard County in September 2017, the Indian River Lagoon sustained extensive damage to the shoreline of Cocoa's Lee Wenner Park and surrounding areas. While the county sustained minimal damage, the waterfront parks were severely impacted by the strong tropical force winds and heavy rains. The City made temporary repairs to reopen Lee Wenner Park to visitors and boaters that frequent the park as a travel destination along the Indian River Lagoon. Among those repairs were minimal shoreline stabilization to stop further erosion, repairs to sidewalks, repairs to the boat launch area and securing the walkway and rails between Lee Wenner Park and Riverfront Park. These repairs were made for the safety of the visitors as Lee Wenner Park was the only park open in the Central Brevard area for boat access.

The City, recognizing the need to rebuild the Community Amenities that were lost to Hurricane Irma, through public participation developed a concept to restore the Promenade and Overlooks destroyed in the storm. This work included updating the Waterfront Master Plan to include construction of the replacement boardwalk now known as the Promenade with related Overlooks. This construction will make the waterfront more engaging. Because the construction will be landward of the existing Bulkhead, it will be more resistant to damage from future Hurricanes and other storm events. Improved Resiliency is a requirement for future FEMA reimbursements.

The final design concept provides for an extension of the current vendor area along Harrison Street to the entire waterfront along Riverfront Park. The small wall supporting the cabled safety fencing is proposed to contain electrical conduit, water and data. This will allow the City to expand current events and potentially attract additional. The concrete open spaces are to be used for multi-purpose waterfront engagement areas. These can be adapted to accommodate swings, vendor space or seating areas.

Infrastructure Solution Services, LLC. (ISS) was instrumental in updating the Waterfront Master Plan, including this project, in addition to the Shoreline Restoration Project and the T-Dock and Day Slips project. ISS has developed this concept based on a public meeting regarding the Waterfront Reconstruction on Thursday November 8, 2018

STRATEGIC PLAN CONNECTION:

This project will improve the image and increase the economic development opportunities for the City. This project is also consistent with the City's Waterfront Master Plan.

BUDGETARY IMPACT:

This Project is currently budgeted for this fiscal year.

PREVIOUS ACTION:

November 14, 2018 Council Meeting, Item # VIII.2 (Approved Infrastructure Solution Services, LLC. (ISS) for Design and Engineering Services related to the Riverfront Park Promenade Improvements Project, under the Civil Engineering Continuing Services Agreement RFQ-16-01-COC-B, for the 100% design, Competitive Bid Package Preparation, and Construction Engineering Services through to Project Completion.

RECOMMENDED MOTION:

Request Council's Direction for the final design concept of the Promenade and Overlooks Project to replace the boardwalk in Riverfront Park destroyed during Hurricane Irma.










COCOA


COCOA

Legislation Details (With Text)

File #:	19-146	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	4/8/2019		**In control:**	City Council	
On agenda:	4/24/2019		**Final action:**		
Title:	To Approve a New Lime Stockpile Agreement between the City of Cocoa and Agreserves, Inc. dba Deseret Cattle & Citrus; To Authorize the City Manager to Execute the Agreement. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lime Stockpile Agreement (Partially Executed)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2019
Agenda Date: April 24, 2019
Prepared By: Norma E. Hernandez, Administrative Secretary
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a New Lime Stockpile Agreement between the City of Cocoa and Agreserves, Inc. dba Deseret Cattle & Citrus; To Authorize the City Manager to Execute the Agreement

BACKGROUND:

The Dyal Water Treatment Plant (WTP) produces lime sludge as a byproduct of the chemical treatment process to produce potable water. The lime sludge must be disposed of and Agreserves, Inc., a Utah Corporation, doing business as Deseret Cattle & Citrus (Deseret), has identified a use for the lime sludge for agricultural purposes.

In the spirit of mutual cooperation, Deseret and the City of Cocoa (Cocoa) have created a revised agreement whereby both parties continue to benefit. The sludge is disposed of from the Dyal WTP and Deseret provides the stockpile areas adjacent to the plant. As the actual hauling will be irregular (while lime sludge production is daily), Deseret will have lime sludge to use at its discretion.

Staff and City Attorney, along with representatives from Deseret developed and reviewed this agreement and recommend its approval by City Council.

This agreement is for the period of three (3) years from the Effective Date. Upon written notice executed by Deseret and Cocoa City Manager, the term of this Agreement may be extended for additional one-year increments, if such extensions are approved by Cocoa City Council.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On September 24, 2013, City Council approved a Lime Stockpile Agreement between the City of Cocoa and Agreserves, Inc. (Deseret Cattle & Citrus) and authorized the City Manager to execute the agreement.

RECOMMENDED MOTION:

Approve a New Lime Stockpile Agreement between the City of Cocoa and Agreserves, Inc. dba Deseret Cattle & Citrus; To Authorize the City Manager to Execute the Agreement.

LIME STOCKPILE AGREEMENT

THIS LIME STOCKPILE AGREEMENT is made on this ____ day of _____, 2019 (the "Effective Date"), by and between **AgReserves, Inc.,** a Utah corporation, dba Deseret Cattle & Citrus (hereinafter referred to as "Deseret"), and the **City of Cocoa**, a Florida municipal corporation (hereinafter referred to as "Cocoa").

WHEREAS, Cocoa is the owner and operator of the Dyal Water Treatment Plant located in Orange County, Florida (the "Dyal Plant"); and

WHEREAS, Deseret is the owner of certain real property located in Brevard, Orange and Osceola Counties, Florida, and uses a portion of the real property for the pasturage of cattle; and

WHEREAS, one of the by-products of the water treatment process at the Dyal Plant is Lime, as more specifically defined herein; and

WHEREAS, Cocoa must dispose of excess Lime from time to time; and

WHEREAS, Deseret has an agricultural need for Lime for use as a soil amendment on its pastures to increase the pH of acidic soils; and

WHEREAS, Cocoa and Deseret desire to cooperate in the disposal and use of the Lime under the mutually beneficial terms and conditions stated herein.

NOW THEREFORE, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Term. This agreement shall commence on the Effective Date and expire on the date that is three (3) years from the Effective Date, unless otherwise terminated earlier as provided herein. Upon written notice executed by Deseret and the Cocoa City Manager, the term of this Agreement may be extended for additional one year increments, if such extensions are approved by the Cocoa City Council.

3. Lime. For the purposes of this Agreement, the term "Lime" is defined as the calcium carbonate sludge produced at the Dyal Plant from the normal process of using slaked lime in the lime softening of water, which has been dried into a solid form through Cocoa's normal drying process. The Lime shall be made available to Deseret at no cost to Deseret.

4. Ownership of Northern Stockpile. The parties acknowledge that previous to this Agreement, Cocoa had deposited Lime on real property owned by Deseret identified as the "Northern Stockpile", as depicted on Exhibit A, attached hereto and incorporated by this reference. It is hereby acknowledged that Deseret shall assume responsibility for any Lime existing at the date of execution of this Agreement at the Northern Stockpile and hereby releases Cocoa from any claims or liabilities associated with its past activities related to the Northern Stockpile, except that any claims or liabilities arising out of the discovery of Hazardous Materials at the Northern Stockpile that are attributable to Cocoa's activities at the Northern Stockpile shall not be released.

5. Stockpile Locations and Use. Subject to the terms and conditions herein, Cocoa may stockpile Lime on one or more sites designated in Exhibit A, as follows:

a) The "Southern Stockpile," located on property owned and operated by Cocoa. If Cocoa places materials other than Lime at the Southern Stockpile, those materials shall be placed and stored separately so as to not contaminate the Lime and to facilitate Deseret's accessing, loading, and hauling of the Lime.

b) The "Northern Stockpile," located on property owned and operated by Deseret (and together with the Southern Stockpile, the "Stockpiles"). Cocoa shall not place any material other than Lime on the Northern Stockpile, including but not limited to Hazardous Materials as specified in Paragraph 14 of this Agreement.

6. Transport. Cocoa shall be responsible for transporting the Lime to the Stockpiles. Cocoa may transport Lime to the Southern Stockpile as deemed necessary by Cocoa in the normal operations of the Dyal Plant. Cocoa may transport Lime to the Northern Stockpile until such time that Deseret shall request Cocoa in writing to cease piling at that location.

7. Stockpile Maintenance. Cocoa will maintain the Southern Stockpile in a condition suitable for continued Lime stockpiling by Cocoa. Cocoa shall use its best efforts to prevent invasive or noxious plants or weeds from growing in or around the stockpile. Deseret shall maintain the New Stockpile to the same condition.

If weeds, plants, or any other process renders a portion of the Lime at the Southern Stockpile unusable by Deseret for its agricultural purposes, in its sole discretion, Deseret shall so notify Cocoa and Cocoa shall dispose elsewhere of the unusable Lime at Cocoa's own expense.

If weeds, plants, or any other process renders a portion of the Lime at the New Stockpile unusable by Deseret for its agricultural purposes Deseret shall be responsible for the disposal of the unusable Lime at Deseret's own expense.

8. Loading. Deseret shall designate the quantity of stockpiled Lime it deems acceptable and necessary for its agronomic purposes, up to 30,000 dry tons per year. This quantity of stockpiled Lime shall be delivered to Deseret's property as follows:

a) Cocoa agrees, at its cost, to use its loader to load the Lime from the Stockpiles onto trucks provided by Deseret. Cocoa may temporarily store its loader at the Stockpiles for the use stated herein. The parties agree to coordinate and establish a mutually agreeable schedule to load Deseret trucks during normal business hours of Cocoa so as to have Lime available to Deseret when needed while minimizing the cost and manpower of loading and hauling the Lime. Under no circumstances will Cocoa be required to load the trucks on weekends or holidays unless Cocoa agrees in advance to do so and Deseret agrees to cover any extra payroll or overtime costs incurred by Cocoa as a result.

b) Deseret may, at its cost, use its own loader and trucks to load and haul Lime from the Northern Stockpile at any time. Deseret may, at its cost and using its own equipment, obtain and remove Lime from the Southern Stockpile only with Cocoa's express permission.

9. Hauling.

a) Deseret shall provide trucks at Deseret's cost, whether through its own operations or by contracting with a third party, for the hauling of Lime from the Stockpiles to its property.

i) The parties agree to keep track of the number of loads of Lime hauled from the Stockpiles to Deseret's property. Cocoa shall keep track of the number of trucks loaded at the Stockpiles and Deseret shall keep track of the number of truckloads of Lime applied to its property. The third party trucking company shall track its loads with tickets or other documentation as Cocoa or Deseret may reasonably demand. Each party is entitled to request the records and documentation from the third party trucking company and the other party for accounting and management purposes.

10. Ingress and Egress. Cocoa is granted the non-exclusive right of ingress and egress over the property of Deseret, for the purposes herein described. Deseret shall have no affirmative obligation to improve, maintain, or repair any roads for use by Cocoa in accessing the Stockpiles.

11. Locks and Gates. Cocoa shall place no new locks on gates between the Dyal Plant and the Stockpiles (the "Gates") without the prior written consent of Deseret. If Deseret consents to Cocoa's placement of new locks on the Gates, the locks shall be clearly identified to Deseret and placed so that they will not prohibit access by others who have locks on the Gates. Cocoa agrees that it will immediately close and securely fasten the Gates or any gaps discovered in any of the fences near the Stockpiles. No new gaps or gates will be made in any fence without the prior written consent of Deseret.

12. Communication. The parties agree to reasonably communicate and coordinate regarding the production, stockpiling, hauling, and usage of Lime, and each party agrees to promptly respond to requests from the other party for such information. If Cocoa determines it will stop production of Lime or Lime will otherwise be unavailable for Deseret's use, Cocoa shall so advise Deseret. If Deseret determines it will no longer use Lime for its agronomic purposes, Deseret shall so advise Cocoa. Communications to Cocoa shall be made by calling (321) 635-7772 and asking for the Chief Operator or Superintendent. Communications to Deseret shall be made by calling (407) 892-3672 and asking for the Agronomist or Properties Manager. The parties also agree to meet ninety (90) days prior to the expiration of this Agreement to discuss extension or renewal.

13. Insurance.

a) Cocoa shall, at Cocoa's sole cost and expense, at all times during the term of this Agreement, maintain general liability insurance, worker's compensation and employer liability insurance, and auto liability insurance in policy form and amounts not less than $1,000,000 per occurrence. As of the Effective Date, Cocoa acknowledges that it is currently insured by the Florida League of Cities Insurance Trust for general, employer and auto liability insurance and is currently self-insured for worker's compensation claims. Neither of these policies will allow Cocoa to list Deseret as an additional named insured nor will such policies allow a waiver of subrogation in favor of Deseret. Upon request, Cocoa will provide Deseret copies of its current insurance certificates. If Cocoa fails to maintain any or all insurance as provided above, or fails to furnish Deseret timely proof and assurance of the existence and continuance of the insurance, and such failure continues for more than five (5) business days after notice, such failure shall be deemed a default hereunder, and Deseret may terminate this Agreement.

b) Deseret shall, at Deseret's sole cost and expense, at all times during the term of this Agreement, maintain general liability insurance, worker's compensation and employer liability insurance, and auto liability insurance in policy form and amounts not less than $1,000,000 per occurrence which Deseret deems appropriate in order to cover the acts and omissions of Deseret and its employees and officers in the performance of this Agreement. Upon request, Deseret will provide Cocoa copies of its current insurance certificates. If Deseret fails to maintain any or all insurance as provided above, or fails to furnish Cocoa timely proof and assurance of the existence and continuance of the insurance, and such failure continues for more than five (5) business days after notice, such failure shall be deemed a default hereunder, and Cocoa may terminate this Agreement.

c) The parties shall fully cooperate in making claims and furnishing information to the insurer or insurers, and obtaining settlements and payments from the insurer or insurers.

14. Indemnification. Each party agrees to be responsible for its own (and their employee's and officer's) acts and omissions in the performance of their respective responsibilities under this Agreement. As such, each party shall indemnify and hold harmless the other party from and against every claim or demand with respect to bodily injury (including death), property damage, nuisance, or other loss or damage of any kind (including attorney's fees and costs incurred by the other party) arising or alleged to have arisen out of or connected with its and its employee's and officer's (i) acts and omissions under this Agreement, and (ii) entry onto the other party's property. The duty to indemnify shall include, but not be limited to, indemnifications from and against any fine, penalty, liability, or cost arising out of their respective use or occupancy of the property operated by Deseret or their respective activities on or about said property. However, nothing contained herein shall be construed as a waiver or limitation of Cocoa's and its employee's or officer's right to sovereign immunity pursuant to section 768.28, Florida Statutes, though such claim of sovereign immunity by Cocoa shall not limit the insurance coverage provided per Paragraph 12 of this Agreement. Deseret's liability and duty to indemnify and hold harmless Cocoa under this paragraph shall be limited to the extent to which Cocoa would be liable to indemnify and hold harmless Deseret as limited by section 768.28, Florida Statutes.

15. Hazardous Materials. Cocoa covenants that Cocoa and anyone acting by, through, or under Cocoa, will not, through its acts or omissions, cause or permit any Hazardous Materials to be placed, held, located, released or disposed of on, under or at the Stockpiles. The term "Hazardous Materials" shall mean any substance or material which is defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous wastes," "restricted hazardous waste," "toxic substances," or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources. "Release" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migrating into or onto adjacent property, or disposing of Hazardous Materials into the environment. Deseret agrees not to place, locate, release, dispose of on, under or at the Stockpiles any Hazardous Materials.

16. Termination. This Agreement may be terminated for convenience by either party by providing at least thirty (30) days written notice to the other party. In addition, if a party shall default in any of its obligations hereunder, the non-defaulting party shall give written notice thereof to the defaulting party and the defaulting party shall have fifteen (15) days after receipt of such notice in which to cure such

default. A party shall have the right to terminate this Agreement for any default of the other, provided that where curative periods are applicable, the non-defaulting party may only terminate if the default remains through the expiration of such curative periods. Termination because of default does not relieve the defaulting party of its obligations to pay any amounts owing hereunder, and shall not defeat or affect any cause of action for damages and does not otherwise deprive a party of any remedies allowed by law. Forbearance to terminate shall not waive a party's right to do so in the event of continuing or subsequent default. Upon termination of this Agreement, the Lime shall remain on the Stockpiles for use by Deseret at its discretion, unless Deseret has deemed the Stockpiles to be unusable as outlined in Paragraph 6 of this Agreement.

17. Notice. Notices hereunder shall be given manual delivery, electronic mail, or mail, addressed as provided below. For the Purpose of the Agreement, the addresses of the parties are:

DESERET
Deseret Cattle & Citrus
13754 Deseret Lane
St. Cloud, FL 34773
kjorgensen@deseretranches.com

COCOA
The City of Cocoa
65 Stone Street
Cocoa, FL 32922

Notice given by certified mail shall be deemed received when deposited in the United States mails, postage prepaid. Notice given otherwise shall be deemed received when actually received by the party to whom addressed. Either party may change the party's address by giving written notice to the other, but the change shall not become effective until the notice is actually received by the other party. Payments due Deseret hereunder shall be made to Deseret at Deseret's address set forth above (or at a changed address as provided above). If the last day for giving any notice or performing any act hereunder falls on a Saturday, Sunday or a day on which the United States post offices are not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

18. Miscellaneous.

a) Waiver. No waiver of any default of this Agreement by either party shall be considered a waiver of any other of subsequent default. The failure of either party to insist upon compliance by the other with any obligation, or exercise any remedy, does not waive the right to do so in the event of a continuing or subsequent default.

b) Captions. The use of captions or titles herein is for the convenience of the parties and such captions and titles shall not control the interpretation of the text thereunder.

c) Partnership, Agency, Etc. Neither the terms, provisions or conditions of the foregoing sections, nor any terms, provisions or conditions of the Agreement of which they are a part, shall be construed or interpreted to create, form, establish, or constitute a co-partnership, joint venture, agency,

association or relationship, nor shall the same be construed or interpreted in any manner as deeming one party liable for the debts, defaults, obligations or lawsuits of the other party.

d) Unenforceable Provisions. Should any provisions of this Agreement or any portion of such provision be determined by a court of competent jurisdiction to be invalid or unenforceable, it is intended that the same is severable so that such determination shall not be deemed to affect in any way other provisions of any other portion of the same provision of this Agreement. Any designation of this Agreement as to defaults shall not be deemed to be indicative that other events and violations of the provisions of this Agreement are not defaults under this Agreement.

e) Time of the Essence. Time is of the essence with respect to payment and the performance of all the terms, covenants, and conditions of this Agreement.

f) Agents, Subcontractors, Third Parties Bound. If a party employs or engages agents, subcontractors, or any other third parties other than employees, such agents, subcontractors or other third parties shall abide by the terms of this Agreement.

g) Warranties. Cocoa acknowledges and agrees that Deseret has made no warranties with regard to the amount of Lime that Deseret may use from the Stockpiles during the Term of this Agreement nor the quality or condition of Deseret's property. Deseret acknowledges and agrees that Cocoa has made no warranties with regard to the amount of Lime that Cocoa will produce and transport to the Stockpiles during the Term of this Agreement, nor the quality of the Lime except that the Lime shall consist of only dried calcium carbonate sludge produced at the Dyal Plant from the normal process of using slaked lime in the lime softening of water.

h) Recording. Neither Deseret nor Cocoa shall record this Agreement.

i) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto related to the subject matter of stockpiling and hauling of Lime generated from Dyal Plant, and no prior, present or subsequent agreement regarding the same shall be binding on the parties hereto unless the same are in writing and executed by the parties hereto.

j) Binding Effect. This Agreement shall inure to be benefit of and be binding upon the successors and assignees of the parties hereto.

k) Governing Law; Jurisdiction. This Agreement shall be governed by the laws of Florida. In the event of any disputes between the parties under this Agreement, Jurisdiction shall be Brevard County, Florida.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year stated below.

Signed, Sealed and Delivered

in Our Presence

Debra Justesen

Michelle Hensley

DESERET

Deseret Cattle & Citrus

By: _____

Its: VP

Date: 4/10/19

COCOA

The City of Cocoa

_____

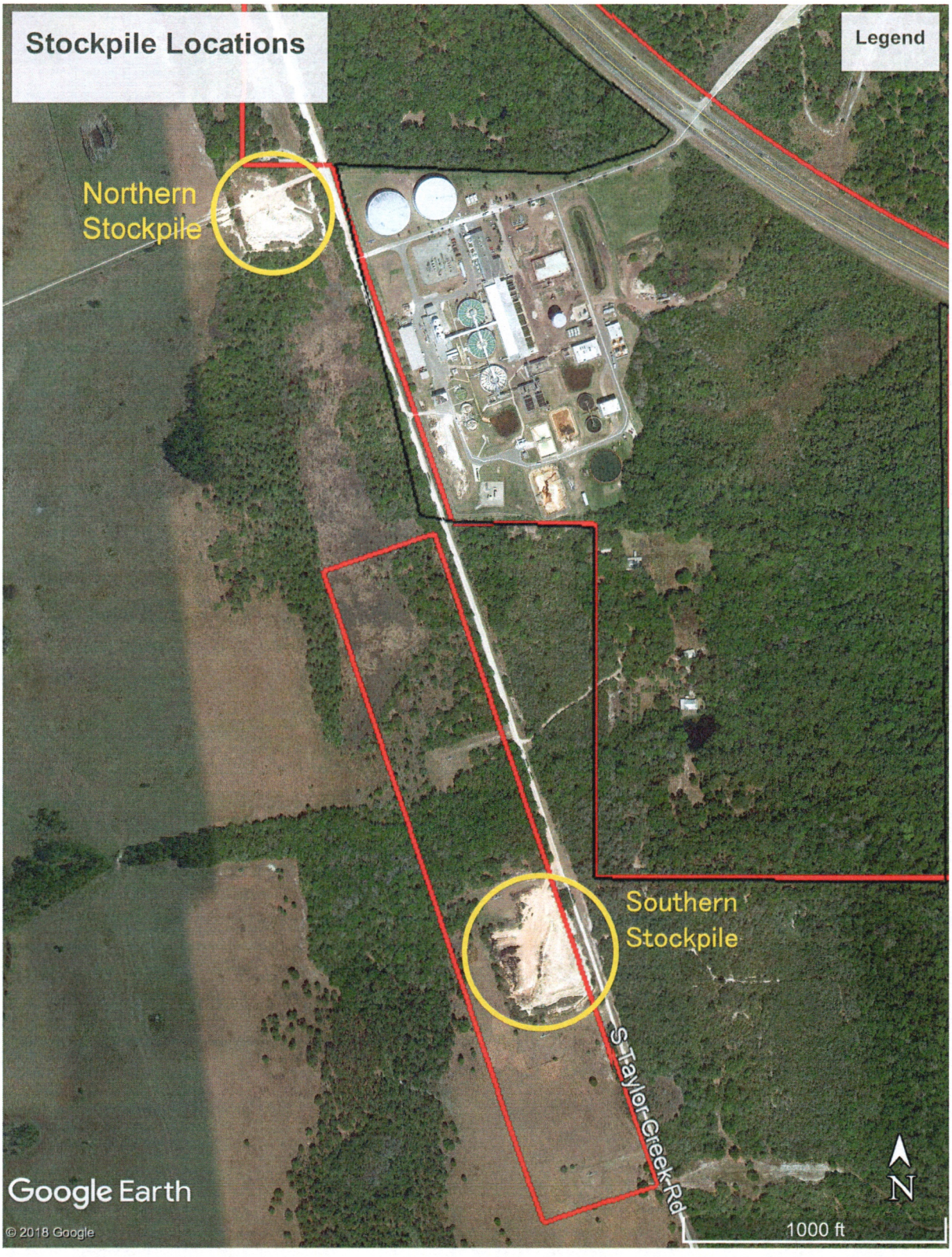
By: _____

_____

Its: _____

Date: _____

Exhibit A


Stockpile Locations
Legend
Northern Stockpile
Southern Stockpile
S Taylor Creek Rd
Google Earth
© 2018 Google
N
1000 ft

Legislation Details (With Text)

File #:	19-131	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/28/2019			**In control:**	City Council
On agenda:	4/24/2019			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	March 2019 Contingency-Change Order Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 28, 2019
Agenda Date: April 24, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of March 31, 2019. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency — as of: 3/31/2019

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY19 Cum.	FY2019 Expenditures	FY2018 Expenditures
WS11VR	12" Tapping Valve									
Op. Rev.		221,106.50	2/27/2019	2019-012						
Project Manager:		20,100.00	contingency authorized							
account #	421-4025-536.46-00	201,006.50	exp authorized before contingency				Cumulative	FY19 cum		
	Atlantic Development		*FY 19 PO ISSUE*	FY2019	38149	201,006.50	201,006.50			
	Contractor PO# 74414									
		20,100	**^contingency balance-->**							
CP1504	Dr. Joe Lee Smith Center									
Op. Rev.		3,445,839.00	1/9/2019	2019-004						
Project Manager:		150,000.00	contingency authorized							
account #	301-3580-519.62-00	3,295,839.00	exp authorized before contingency				Cumulative	FY19 cum		
	W & J Construction		*FY 19 PO ISSUE*	FY2019	37879	170,144.00	170,144.00		$ 113,374.98	
	Contractor PO# 74150									
		150,000	**^contingency balance-->**							
WS18DP	Reactor Clarifier									
Op. Rev.		286,874.50	12/12/2018	2018-116						
Project Manager:		26,079.50	contingency authorized							
account #	426-4055-536.63-00	260,795.00	exp authorized before contingency				Cumulative	FY19 cum		
	E & D Contracting Services Inc.		*FY 19 PO ISSUE*	FY2019	37754	260,795.00	260,795.00			
	Contractor PO# 74040									
*Bond										
		111,913	**^contingency balance-->**							
WS1431	North Tropical Trail Looping Improvements									
Op. Rev.		1,231,048.17	12/12/2018	2018-114						
Project Manager:		111,913.47	contingency authorized							
account #	426-4055-536.63-00	1,119,134.70	exp authorized before contingency				Cumulative	FY19 cum		
	Atlantic Development of Cocoa		*FY 19 PO ISSUE*	FY2019	37710	1,119,134.70	1,119,134.70		$ 246,689.52	
	Contractor PO# 074042		CO#1		37978	16,542.60				
*Bond										
		95,371	**^contingency balance-->**							
	Lift Station 29 Gravity Main									
Op. Rev.		178,739.00	9/25/2018	2018-084						
Project Manager:		16,249.00	contingency authorized							
account #	421-4025-536.46-00	162,490.00	exp authorized before contingency				Cumulative	FY19 cum		
	Danus Utilities		*FY 19 PO ISSUE*	FY2019			-			$ -
	Contractor PO#									
		20,100	**^contingency balance-->**							
WS11VR	Valve Improvements									
Op. Rev.		574,914.93	10/24/2017	2018-014						
Project Manager:		52,265.00	contingency authorized							
account #	421-4025-536.46-00	522,649.93	exp authorized before contingency				Cumulative	FY19 cum		
	JoBear		*FY 18 PO ISSUE*	FY2018	35607	522,649.93	448,510.00	(74,139.93)	$ 426,084.59	
	Contractor PO#72425		CO#1		38043	(74,139.93)				
		52,265	**^contingency balance-->**							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY19 Cum.	FY2019 Expenditures	FY2018 Expenditures
WS1222	WRF Motor Controls Sellers									
Op. Rev.		2,334,400.20	4/12/2016	2016-37						
Project Manager:		212,218.20	contingency authorized							
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY19 cum		
	Chinchor Electric Inc PO# 68119/69705/71957		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00			$ 1,458,803.25
	B-16-05-COC		*PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33			
			FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00			
			CO#1		32212	119,650.85	2,241,832.85			
						(599,596.27)	1,642,236.58			
			FY 18 PO ISSUE	FY2018	34974	599,596.27	2,241,832.85			$ 487,504.63
			CO#1		36463	16,039.41	2,257,872.26			
		76,528	^contingency balance-->							
WS1001	Industrial Park Pump Station									
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138						
Project Manager:		444,500.00	10% contingency authorized			63-00				
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY19 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00			
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41			
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91			
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53			
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91	v		
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98	v		
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09	v		
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09			
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47			
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12			
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12			
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32			
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98			
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83			
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17			$ 14,779.95
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97			$ 386,032.50
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58			
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97			$ 1,300.00
							4,667,012.97			
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67			
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28			
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58			$ -
			PO#71880 Mead & Hunt (reisue PO#70943)		34893	9,984.39	4,667,012.97			$ 5,125.77
										$ 1,000.00
			PO#73686	FY2019		1,000.00				
		209,868	^contingency balance-->							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY19 Cum.	FY2019 Expenditures	FY2018 Expenditures
WS1222	BNR Process Improvements										
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083							
account #421 4120 536 63-00 + 64-00		603,099.13	contingency authorized								
		2,753,375.93	constr' exp authorized before contingency								
				2018-083							
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)								
						63-00	64-00	Cumulative	FY19 cum	FY19	FY18
Brandes Design-Build, Inc. FY2013 PO# 62086											
Bid No. B-13-11-COC											
Brandes Design-Build, Inc. FY2014 PO# 62605				FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00	$ 98,983.65		
Brandes Design-Build, Inc. FY2015 PO# 64940			FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)		$ 98,983.65		
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00			
Brandes Design-Build, Inc. FY2016 PO# 67346			CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29			
CDM Smith FY2016 PO# 67329 + 67528 + 67529			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73			
JoBear Contracting FY2016 PO# 68561			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29			
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29			
					26917	10,200.00		2,823,016.29			
Brandes FY2017 PO# 69615 / FY2018 PO#71959			CO #3 Cable Tray		27079	5,978.14		2,828,994.43			
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43			
CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534			*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38			
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43			
					29249	32,800.00		2,871,794.43			
			CO#1		29329	(5,000.00)		2,866,794.43			
			CO#2		29212	4,151.50		2,870,945.93			
			CO#3		29905	5,327.32		2,876,273.25			
			CO#4		30046	(5,327.32)		2,870,945.93			
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43			
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93			
SISCO FY2016 PO# 68047			SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09			$ 5,085.16
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03			
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09	-		$ -
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09	84,072.06		$ 13,906.75
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09	84,072.06		$ 58,955.00
						(33,812.06)		2,872,062.03	84,072.06		$ 169,885.00
						(13.25)		2,872,048.78			$ 1,458,803.25
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03			
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03	1		$ 73,752.67
			CO#2 CDM SMITH			86,975.40					
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		2,942,214.09			
			CO#1		36547	11,430.00		2,953,644.09	11,430.00		
Maxwell Contracting, Inc. FY2015 PO#066365			Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		76,000.00			$ -
Emergency - compromise of existing expansion joint						this portion is complete; project is incomplete					
		341,480	^contingency balance--> for Brandes Design-Build								
		10,000	^contingency balance--> for Maxwell Contracting								

Legislation Details (With Text)

File #:	19-138	**Version:**	1	**Name:**	March, 2019 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/1/2019			**In control:**	City Council
On agenda:	4/24/2019			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 03/31/2019.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.18 thru 03.31.19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	April 1, 2019
Agenda Date:	April 24, 2019
Prepared By:	Sonja Hamilton, Purchasing/Contracts Manager
Through:	Rebecca Bowman, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 03/31/2019**.**

BACKGROUND:

The following reports for the period October 01, 2018 through March 31, 2019 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.



Purchase Order Approvals 10-01-18 thru 03-31-19

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 37

City Manager = 20

City of Cocoa CRA Board = 0

City Council = 17

Purchase Order Approvals 10-01-18 thru 03-31-19
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
73571	10/23/2018	Verizon Wireless	$ 48,360.00	10/22/2018	Matthew J. Fuhrer (Acting)
73649	10/26/2018	Garganese, Weiss, D'Agresta	$ 35,000.00	10/26/2018	John A. Titkanich, Jr. AICP
73653	10/26/2018	G4S Secure Solutions	$ 49,567.00	10/26/2018	John A. Titkanich, Jr. AICP
73655	10/26/2018	Trane Orlando	$ 45,650.00	10/26/2018	John A. Titkanich, Jr. AICP
73731	11/5/2018	Ring Power	$ 42,589.00	10/30/2018	John A. Titkanich, Jr. AICP
73786	11/14/2018	Insource Software	$ 38,939.70	11/9/2018	John A. Titkanich, Jr. AICP
73826	11/20/2018	Champion Solutions	$ 44,674.22	11/19/2018	John A. Titkanich, Jr. AICP
73848	11/27/2018	Carollo Engineers Inc.	$ 45,370.99	11/21/2018	John A. Titkanich, Jr. AICP
73906	12/4/2018	Pro Co Inc.	$ 35,280.00	12/4/2018	John A. Titkanich, Jr. AICP
73926	12/7/2018	S&L Materials	$ 35,000.00	12/6/2018	John A. Titkanich, Jr. AICP
73977	12/12/2018	Robinson Equipment	$ 37,423.13	12/11/2018	John A. Titkanich, Jr. AICP
74015	12/26/2018	Ferguson Enterprises Inc.	$ 42,800.00	12/21/2018	John A. Titkanich, Jr. AICP
74097	1/14/2019	Bussen Mayer Engineering Group	$ 37,515.00	1/14/2019	John A. Titkanich, Jr. AICP
74152	1/25/2019	CH2M Hill Engineers Inc.	$ 39,606.00	1/24/2019	John A. Titkanich, Jr. AICP
74153	1/25/2019	CDM Smith Inc.	$ 42,680.00	1/24/2019	John A. Titkanich, Jr. AICP
74186	2/1/2019	CDM Smith Inc.	$ 40,960.00	1/31/2019	John A. Titkanich, Jr. AICP
74249	2/13/2019	Carollo Engineers Inc.	$ 38,540.00	2/13/2019	John A. Titkanich, Jr. AICP
74412	3/19/2019	Tyler Technologies	$ 43,256.00	3/19/2019	John A. Titkanich, Jr. AICP
74413	3/19/2019	CH2M Hill Engineers Inc.	$ 40,611.00	3/19/2019	John A. Titkanich, Jr. AICP
74421	3/21/2019	DMD Consultants	$ 49,984.00	3/21/2019	John A. Titkanich, Jr. AICP

20 Purchase Order Approved by City Manager

Purchase Order Approvals 10-01-18 thru 03-31-19
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 4/1/2019

Purchase Order Approvals 10-01-18 thru 03-31-19
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
73370	10/8/2018	Flowers Chemical Laboratories	$ 41,754.00	9/25/2018	City Council
73401	10/9/2018	Moore Stephens Lovelace	$ 40,000.00	7/10/2018	City Council
73413	10/10/2018	Moore Stephens Lovelace	$ 40,000.00	7/10/2018	City Council
73448	10/15/2018	Industrial Chemicals	$ 35,200.00	9/25/2018	City Council
73501	10/18/2018	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
73524	10/18/2018	Lisa Cullen Tax Collector	$ 39,600.00	4/28/2018	City Council
73590	10/23/2018	Water Resource Assoc.	$ 49,520.00	11/14/2017	City Council
73648	10/26/2018	Axon Enterprises	$ 49,902.00	10/24/2017	City Council
73711	11/5/2018	Empire Computing	$ 47,876.80	10/10/2018	City Council
73714	11/5/2018	Florida Power & Light	$ 35,270.00	10/10/2018	City Council
73723	11/5/2018	Sunstate Meter and Supply	$ 35,836.00	10/28/2014	City Council
73728	11/5/2018	FL Dept of Corrections	$ 43,122.75	12/2/2017	City Council
73759	11/7/2018	Sunstate Meter and Supply	$ 43,350.00	10/28/2014	City Council
73903	12/4/2018	Integrity Public Finance	$ 37,500.00	11/28/2019	City Council
73969	12/12/2018	Alan Jay Chevrolet	$ 39,291.25	11/28/2018	City Council
74017	12/26/2018	Space Coast Auto Supply	$ 37,200.00	7/24/2018	City Council
74037	12/26/2018	JSR Enterprises	$ 47,334.00	7/24/2018	City Council

17 **Purchase Order Approved by City Council**

Prepared by Purchasing 4/1/2019